



Lake Park Town Commission, Florida

Regular Commission Meeting

Wednesday, June 21, 2023

Immediately Following the

P3 Comprehensive Agreement Workshop

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Mary Beth Taylor	—	Commissioner
Judith Thomas	—	Commissioner
John D’Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk’s office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

1. Palm Beach County Ethics Commission Annual Overview
2. Follow-Up Presentation Associated with the Findings and Recommendations Rising from the 2023 Solid Waste (Sanitation) Utility Rate Analysis.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card

located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- [3.](#) June 7, 2023 Regular Commission Meeting Minutes.
- [4.](#) June 8, 2023 Follow-Up Meeting Associated with the 2023 Solid Waste (Sanitation) Utility Rate Analysis Meeting Minutes.
- [5.](#) Resolution 41-06-23 Authorizing and Directing the Mayor to Execute an Agreement with Hinterland Group, Inc., for the Provision of Stormwater Collection System Rehabilitation and Related Services.
- [6.](#) Resolution 42-06-23 Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Bicon Inc., DBA S&S National Waste, for the Provision of Roll-Off Collection Services.
- [7.](#) Resolution 43-06-23 Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Coastal Waste and Recycling of Palm Beach, LLC, for the Provision of Roll-Off Collection Services.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: NONE

NEW BUSINESS:

- [8.](#) Summer Bash Fundraiser Sponsorship Requests.
- [9.](#) Selection of the 97th Annual Florida League of Cities Conference Voting Delegate.
- [10.](#) Town Manager Evaluation.

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on July 5, 2023



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Agenda Item No.

Agenda Title: Palm Beach County Commission on Ethics Annual Overview

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager Bambi McKibbon-Turner Date: June 1, 2023
 Acting Town Manager

Name/Title:

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # [] Finance _____	Attachments: None
Advertised: Date: _____ Paper: _____ [x] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ OR Not applicable in this case BMT Please initial one.

Summary Explanation/Background:

Gina A. Levesque, CFE, Intake and Compliance Manager for the Palm Beach County Commission on Ethics will present the Ethics Commission’s annual overview.

Recommended Motion: There is no recommended motion. This is a presentation only.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Originating Department: Public Works

Agenda Title: Follow-Up Presentation Associated with the Findings and Recommendations Rising from the 2023 Solid Waste (Sanitation) Utility Rate Analysis.

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.15 15:31:39 -0400 **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

Advertised: N/A

Date: N/A **Newspaper:** N/A

- Attachments:**
1. Agenda Request Form (ARF)
 2. Executive Report, 2023 Solid Waste (Sanitation) Utility Rate Analysis
 3. Full Report, 2023 Solid Waste (Sanitation) Utility Rate Analysis
 4. Executive and Full Presentations

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Background/Summary Explanation:

The Town of Lake Park operates a Solid Waste (Sanitation) Utility (the "Utility") which collects solid waste from both residential and commercial properties. The Sanitation Utility is the first line of defense for the community. Additionally, the Utility protects the environment by reducing air and water contamination and by recovering materials for re-use through various recycling processes.

Although relatively small, the Sanitation Utility is highly productive. In fact, in the last two years (2021-2022), the Utility collected and disposed of over *30.6 million pounds of garbage, nearly 9 million pounds of vegetation debris and bulky trash, and 2 million pounds of recyclable materials.*

Moreover, the Sanitation Utility operates as a self-supporting enterprise fund, but has historically used operating reserves to cover actual expenses that exceeded the budget amounts.

Furthermore, due to an aged fleet and staffing shortages, the Sanitation Utility regularly experiences collection delays and other operational disruptions.

To continue to address these concerns and provide the highest possible level of service to its customers, in January 2023, the Town Commission engaged with financial consultant Raftelis to conduct a comprehensive fiscal analysis of the Sanitation Utility.

The primary objectives of the analysis are as follows:

- Develop a funding strategy to pay for the Sanitation Utility operations, maintenance, and vehicle replacement needs.
- Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses.
 - The proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system.
- Estimate revenue requirements to be recovered from solid waste rates.
- Identify the need for future rate adjustments.

On June 8, 2023, Town and Raftelis Staffs presented information regarding the state of the Sanitation Utility as well as Rate Study findings and recommendations to improve the Utility's operation and fiscal standing. Initially, more than 3,600 invitations (in three languages) were sent about the public workshop and a follow-up letter regarding this project was also mailed to all Town properties.

Finally, during the June 21, 2023, meeting of the Town Commission, Town and Raftelis staffs will present an executive summary of the findings and recommendations resulting from the Solid Waste (Sanitation) Rate Analysis and answer questions. Again, members of the public were invited (via a mailed letter) to provide input during this and other scheduled meetings on this topic.

Key Dates and Major Milestones:

- **January-May 2023:** Solid Waste (Sanitation) Rate Analysis.

- **June 8, 2023:** Follow-up Meeting on the Solid Waste (Sanitation) Rate Analysis.
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste (Sanitation Rate Analysis **(for discussion only)**).
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice).
- **August 2023:** Fee Schedule Resolution presented for approval.
- **August 18, 2023:** TRIM Notices mailed to all taxpayers.
- **September 2023:** Town submits approved Solid Waste (Sanitation) assessment rates.
- **November 1, 2023:** Tax bill sent to all taxpayers.

Recommended Motion: There is no motion associated with this Agenda item. For discussion only.



TOWN OF LAKE PARK

Solid Waste Rate Study

EXECUTIVE SUMMARY / JUNE 2023



June 14, 2023

Mr. Roberto F. Travieso, MPA
Director, Public Works Department
Town of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403

Subject: **Solid Waste Rate Study – Executive Summary Report**

Dear Mr. Travieso:

Raftelis Financial Consultant’s, Inc. (Raftelis) has completed its study to evaluate the adequacy of the solid waste management system’s (System) utility rates for the Town of Lake Park, Florida (Town), and has summarized the results in this report for your consideration. The solid waste utility rates are collected annually through a non-ad valorem special assessment for residential customers and through the Town’s monthly utility billing process for nonresidential customers. This report summarizes the financial forecast and proposed annual assessments for the six- (6) year period ending September 30, 2028 (Study Period).

Project Milestones

The Town Commission engaged Raftelis on January 18, 2023, to prepare a solid waste rate study. Based on the study findings, Town staff held a special workshop for residents and business owners on June 8, 2023. A public notice was posted to the Town’s website in April, while physical notices (in three languages) were mailed prior to the workshop. The agenda and presentation materials were made available on the Town’s website. The presentation was also recorded for those who could not attend the meeting in person.

Following the special workshop, Raftelis finalized the solid waste rate study report on June 13, 2023. The rate study report is a comprehensive, narrative report with tables and figures that support our analyses, conclusions, and recommendations. Town staff have made the solid waste rate study report and supporting presentation documents available on the Town’s website. Please refer to these resources for additional information.

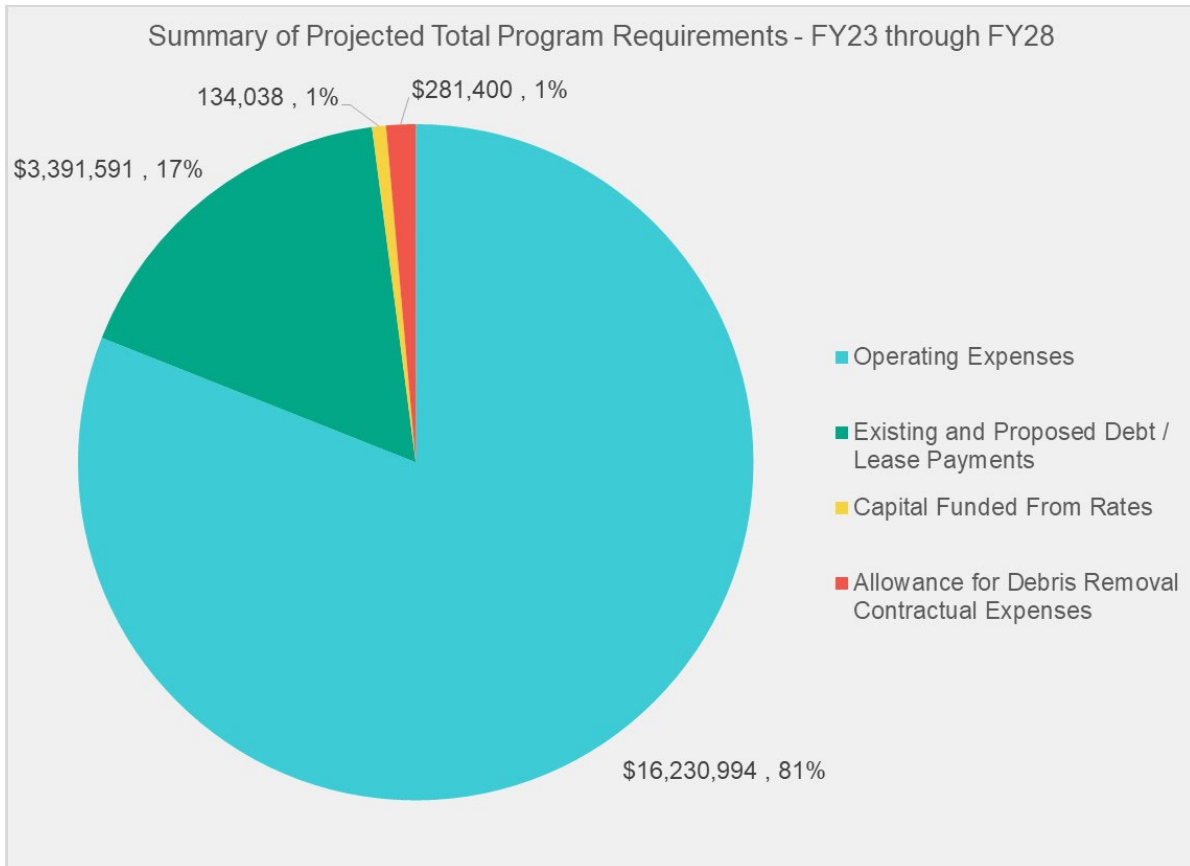
Introduction

The Town’s solid waste utility collects solid waste and recycling from residential and commercial properties, providing cart and dumpster service of varying sizes and frequencies on a weekly basis. Roll-off disposal services are provided as well through franchise agreements with three haulers. The waste that is collected is transported to the Palm Beach County Solid Waste Authority’s (SWA) North county Transfer Station. Solid waste is then incinerated to generate electricity while recyclable materials are sorted, packaged and commercialized.

Financial Analysis of the Solid Waste Utility System

The Town’s solid waste system is established as a self-supporting enterprise fund with separate accounting from other departments and resources. The Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments.

Based on information provided by Town staff, the total projected program requirements during the Study Period exceeds \$20.0 million as summarized below:



As shown above, the program requirements include operating expenses, capital lease payments to replace existing solid waste trucks, purchases for minor equipment, and allowances to establish and create cash reserve funds to address unforeseen contingencies and natural disasters. There are several primary cost drivers that have had a significant impact on System costs:

- Current operating deficiency
 - FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency, and severity of mechanical repairs
 - Replacement of major components due to aging fleet

- Emergency contract operations / limited providers and high cost during service interruptions
- Urgent and specialized repair needs have sole source providers with little competition
- Compensation and Recruitment:
 - Highly competitive labor market
 - Sanitation Truck Operator positions vacant 12+ months
 - Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment, and vehicles
 - Inflationary increases on all business expenditures

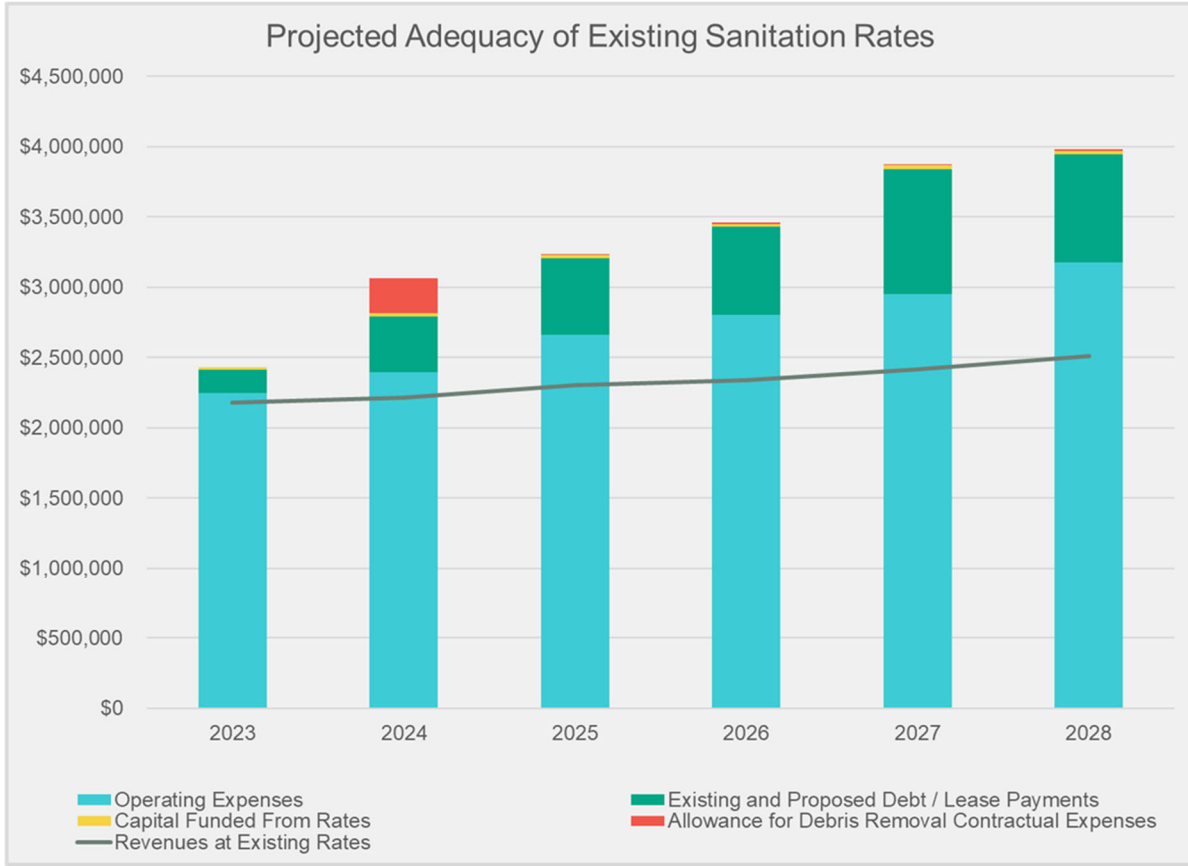
The solid waste utility has nearly exhausted its reserve funds, and therefore cannot continue to operate without a balanced budget that meets the annual expenditure requirements.

On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste utility rate analysis. The goal of this study is to assist the Town in establishing solid waste rates that are sufficient to recover the cost of operating, maintaining, repairing, and financing the System. In order to achieve this goal, certain criteria were established in conjunction with the Town staff that served as guidelines for developing the proposed solid waste rates. The criteria established included: i) proposed rates should fund operations, maintenance, and vehicle replacement needs; ii) rate increases should be phased-in over time to the extent possible; and iii) the Town Commission should consider adopting a reserve policy for the System to provide adequate working capital reserves equal to not less than 90 days of annual expenditures as well as funding an emergency debris removal fund.

The recommendations of this study are based on a financial forecast developed for the System. The financial forecast starts with a projection of customers and revenues, proceeds next with identification of utility operating and capital/vehicle replacement needs, evaluates the availability and proposed use of existing operating reserves, and, finally, establishes the timing of rate adjustments. The basis for the study's recommendations is a financial forecast developed for Fiscal Years 2023 through 2028 (previously defined as the Study Period). Town staff have made the solid waste rate study report and supporting presentation documents available on the Town's website. Please refer to these resources for additional information about our principal study assumptions, estimates and results.

Projected Adequacy of Existing Solid Waste Rates

Based upon the assumptions used to prepare the System's financial forecast regarding operating expenses and capital requirements, the projected net revenue requirements of the System when compared to revenues under existing rates are summarized as follows:



As can be seen in the above summary, the projected revenue deficiency is estimated to be approximately \$250,000 in Fiscal Year 2024, which may increase to \$1.6 million by Fiscal Year 2028.

Existing and Proposed Rates

The Town currently charges \$258.37 per month per residential cart account and \$11.31 per cubic yard (per pickup per week) of solid waste volume for all properties utilizing dumpsters. To meet the solid waste utility program requirements identified for the Study Period, the following assessments and monthly rates are proposed:

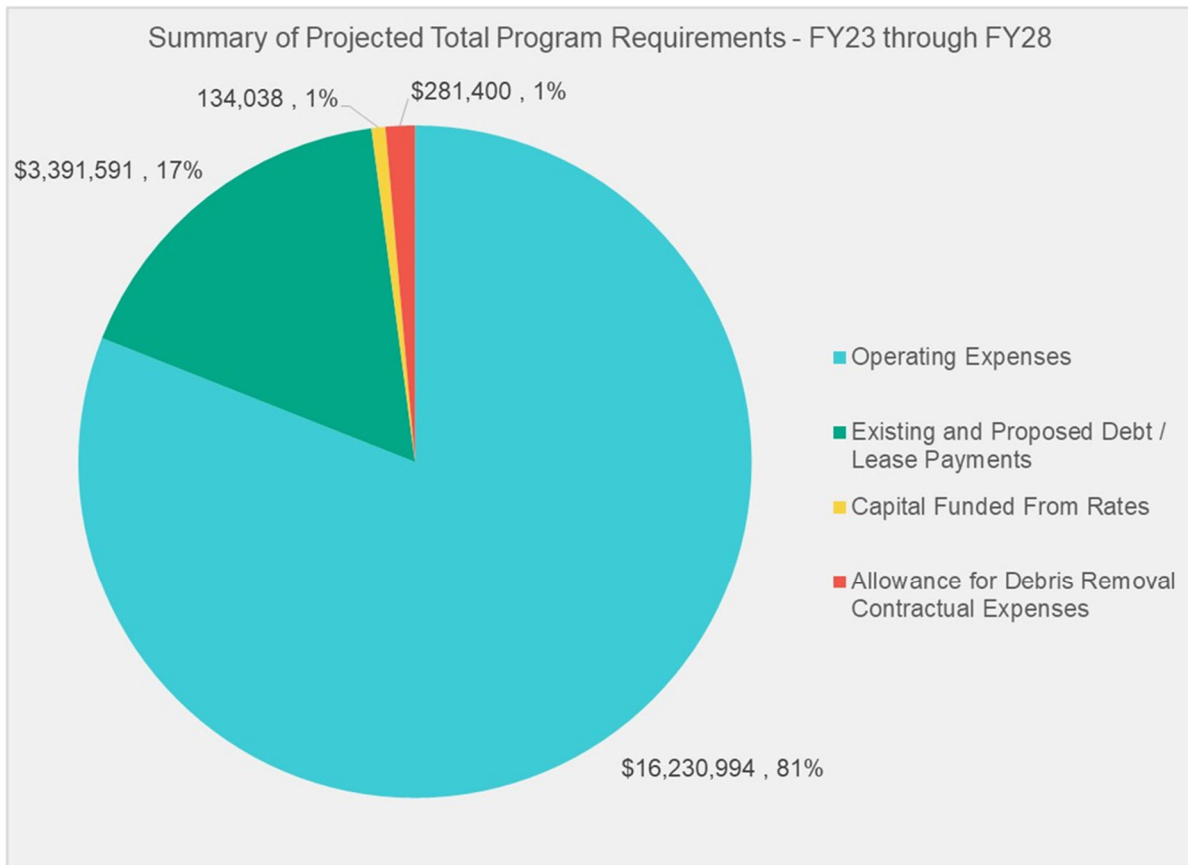
Proposed Solid Waste Rates

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee: \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed charge per Cubic Yard per pickup/week (Current Fee: \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>

As shown above, this study recommends that a series of adjustments be made to the annual assessment and monthly rates. A full detailed listing of the Town’s existing and proposed rates can be found in the full report. Key benefits of the proposed rate plan include the following:

- Utility becomes self-sufficient through Fiscal Year 2028
- Utility can fund the prioritized vehicle replacement program
- Builds reserves over time (operating and debris removal funds)

If the proposed assessments and monthly rates are approved and implemented over the Study Period, by Fiscal Year 2028, the proposed fees are estimated to fund the following expenditures:



Conclusions and Recommendations

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:


1. The solid waste utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments.
 - a. The Town has consistently used operating reserves to cover actual expenses, but those reserves have been nearly exhausted.

2. The existing rates are not adequate to cover the current operations.
 - a. Additional adjustments are also needed to adequately fund the projected operating expenditures and planned vehicle replacement program.
3. The Town Commission should consider adopting a reserve policy for the solid waste utility to provide working capital and to help address unforeseen contingencies.
 - a. Adopting a reserve policy of 90 days of annual expenditures for the solid waste utility to be achieved by fiscal year 2026 is recommended.
 - b. A separate contingency fund of \$250,000 for emergency debris removal should also be established.
4. On or about January 18, 2023, the Town Commission adopted an ordinance that moves the multi-family dumpster accounts to the standard dumpster rates.
 - a. The projected financial results were prepared based on the adopted service classifications.
 - b. The Town Commission should consider adopting the proposed non-ad valorem assessment and monthly utility billing schedule for Fiscal Years 2024 through 2028 as outlined in this study.
5. This study should be updated within five (5) years.

We appreciate the opportunity to be of service to the Town and would like to thank the Town’s staff for their assistance and cooperation during the course of this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Murray M. Hamilton, Jr.
Vice President



Shawn A. Ocasio
Manager

SAO/dlc



TOWN OF LAKE PARK

Solid Waste Rate Study

FINAL REPORT / JUNE 2023



June 12, 2023

Mr. Roberto F. Travieso, MPA
Director, Public Works Department
Town of Lake Park
640 Old Dixie Highway
Lake Park, FL 33403

Subject: **Solid Waste Rate Study**

Dear Mr. Travieso:

Raftelis Financial Consultant’s, Inc. (Raftelis) has completed its study to evaluate the adequacy of the solid waste management system’s (System) utility rates for the Town of Lake Park, Florida (Town), and has summarized the results in this report for your consideration. The solid waste utility rates are collected annually through a non-ad valorem special assessment for residential customers and through the Town’s monthly utility billing process for nonresidential customers. This report summarizes the financial forecast and proposed annual assessments for the six- (6) year period ending September 30, 2028 (Study Period).

To develop the financial forecast and proposed solid waste rates, we have relied upon certain information and data collected from the Town including the Town’s annual financial reports; the adopted Fiscal Year 2023 operating budget; estimated capital expenditures and vehicle replacement plan; customer statistics; periodic reports; records of operation; and other information and data provided by the Town. To the extent we have performed our analyses using certain data and information obtained from the Town and others in the preparation of this report, we have relied upon such information to be accurate, and no assurances are intended, and no representation or warranties are made with respect thereto or the use made herein.

Introduction

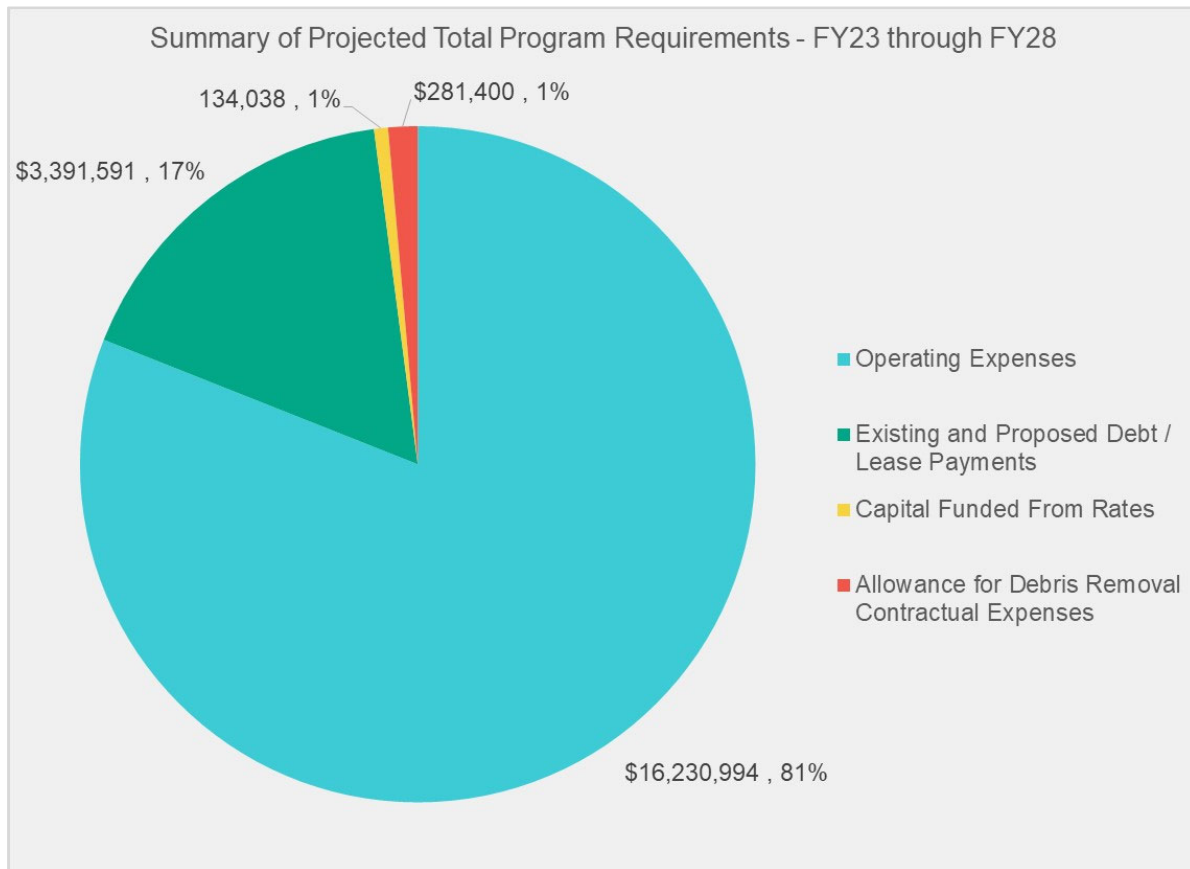
The Town’s solid waste utility collects solid waste and recycling from residential and commercial properties, providing cart and dumpster service of varying sizes and frequencies on a weekly basis. Roll-off disposal services are provided as well through franchise agreements with three haulers. The utility’s services assist in the protection of the environment and serve as the first line of defense for the health of the community. During fiscal years 2021 and 2022 the Town collected approximately 30.6 million pounds of garbage, 8.9 million bounds of bulk trash and vegetation debris, and 2.3 million pounds of recyclable materials. The waste that is collected is transported to the Palm Beach County Solid Waste Authority’s (SWA) North county Transfer Station. Solid waste is then incinerated to generate electricity while recyclable materials are sorted, packaged and commercialized. The utility has nine fulltime employees and a fleet of 10 collection trucks that provide service to the Town’s residential and commercial customers. In addition to its collection services, the utility also provides a variety of education opportunities during regular public outreach events. The Town also partners with national, regional, and local public/private organizations for continuous process improvement.

The Town’s solid waste system is established as a self-supporting enterprise fund with separate accounting from other departments and resources. The Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time as follows:

Historical Sanitation Annual Assessment - Residential

Assessment Year	Single-Family and Multi-family <5	Multi-Family >4
2018-2019	\$215.49	\$145.93
2019-2020	\$234.88	\$159.06
2020-2021	\$234.88	\$159.06
2021-2022	\$246.62	\$167.01
2022-2023	\$258.37	\$174.97

Based on information provided by Town staff, the total projected program requirements during the Study Period exceeds \$20.0 million as summarized below:



As shown above, the program requirements include operating expenses, capital lease payments to replace existing solid waste trucks, purchases for minor equipment, and allowances to establish and create cash reserve

funds to address unforeseen contingencies and natural disasters. There are several primary cost drivers that have had a significant impact on System costs:

- Current operating deficiency
 - FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency, and severity of mechanical repairs
 - Replacement of major components due to aging fleet
 - Emergency contract operations / limited providers and high cost during service interruptions
 - Urgent and specialized repair needs have sole source providers with little competition
- Compensation and Recruitment:
 - Highly competitive labor market
 - Sanitation Truck Operator positions vacant 12+ months
 - Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment, and vehicles
 - Inflationary increases on all business expenditures

The solid waste utility has nearly exhausted its reserve funds, and therefore cannot continue to operate without a balanced budget that meets the annual expenditure requirements. On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste utility rate analysis. The goal of this study is to assist the Town in establishing solid waste rates that are sufficient to recover the cost of operating, maintaining, repairing, and financing the System. In order to achieve this goal, certain criteria were established in conjunction with the Town staff that served as guidelines for developing the proposed solid waste rates. The criteria established included: i) proposed rates should fund operations, maintenance, and vehicle replacement needs; ii) rate increases should be phased-in over time to the extent possible; and iii) the Town Commission should consider adopting a reserve policy for the System to provide adequate working capital reserves equal to not less than 90 days of annual expenditures as well as funding an emergency debris removal fund.

As outlined in this report, solid waste rates are proposed to be adjusted so that the revenues derived from such rates will support the revenue requirements of the System on a stand-alone basis without any contributions from the Town's General Fund. The proposed rate adjustment is higher in the first year than the subsequent years due to the current year's operating deficiency, projected increasing operating costs, increasing lease payments, and the need for additional working capital. The solid waste rate revenues have been specifically pledged to pay operating costs, existing lease payments, and to provide a source of funding for current and future vehicle replacements. Based on the projected financial results summarized herein, the study shows that by implementing a series of annual rate increases over the next five years, the Town can stabilize its operating budget while providing a source of additional funding to make significant capital improvements to the System.

The recommendations of this study are based on a financial forecast developed for the System. The financial forecast starts with a projection of customers and revenues, proceeds next with identification of utility operating

and capital/vehicle replacement needs, evaluates the availability and proposed use of existing operating reserves, and, finally, establishes the timing of rate adjustments. The basis for the study's recommendations is a financial forecast developed for Fiscal Years 2023 through 2028 (previously defined as the Study Period).

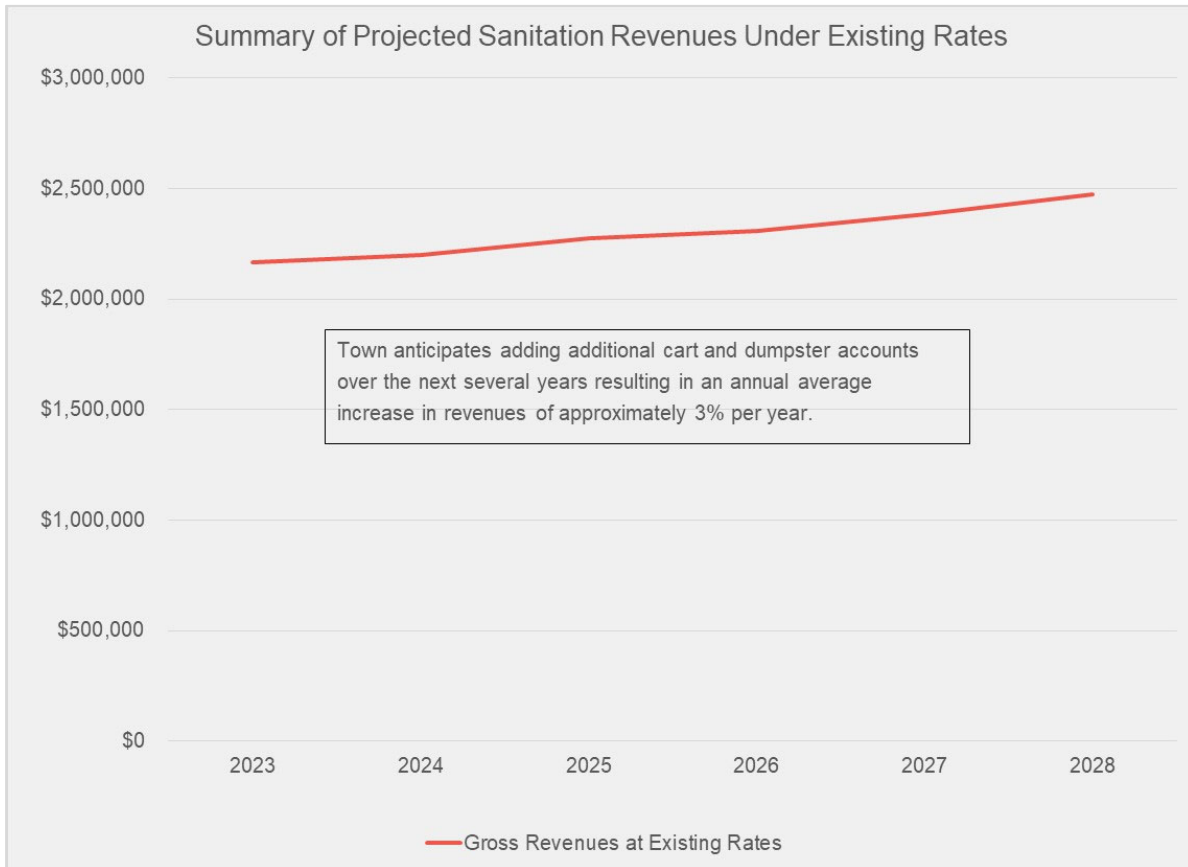
Projected Revenues

During Fiscal Year 2023, it is estimated that the Town serves an average of approximately 2,100 solid waste accounts representing approximately 2,700 carts and dumpsters. The Town collects the solid waste utility rates and charges through an annual non-ad valorem special assessment for residential customers and through monthly charges for commercial dumpster customers. The current revenues are approximately \$2.1 million per year after considering that most residential property owners take advantage of the 4.0% early payment discount. In January 2023 the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates. The projected revenues were prepared based on the adopted service classifications.

Town staff has identified several construction projects within the community that will place additional demands on the solid waste utility system. The Town's Community Development Department provided a preliminary list of property developments occurring over the Study Period. As shown in Table 1 on Page 14 of the Report, the Town anticipates residential growth to continue at approximately 1% per year while commercial units are estimated to increase by approximately 1.6% per year during the Study Period. The overall impacts to projected rate revenues are about a 3% increase in revenues at existing rates per year. Specific construction projects include, but are not limited to, Congress Warehouse, Nautilus 220, and Silver Beach Industrial Park.

(Remainder of page intentionally left blank)

Based on the projected units anticipated to be served over the Study Period, Table 2 on Page 21 of the Report provides an estimate of projected revenues based on the current solid waste rates. The following chart summarizes the projected revenues for the Study Period:



Projected Solid Waste Program Revenue Requirements

The various components of cost associated with operating and maintaining a municipally owned solid waste utility system, as well as the cost of funding the renewal and replacement of associated facilities and capital improvements for additions and upgrades, are generally referred to as the utility cash revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the utility, represents the net revenue requirements of the utility system. The revenue requirements for the Study Period were based on an estimate of solid waste utility costs for the current budget year, plus the five- (5) fiscal year period ending September 30, 2028. The projected revenue requirements include the various generalized cost components described below:

- Operating Expenses:** These expenses include the cost of labor and personnel related costs, disposal costs, vehicle maintenance and repairs, utilities, operating supplies, fuel, container replacements, and other items necessary for the operation and maintenance of the System.

- **Other Revenue Requirements:** This component of cost includes, in general, any recurring capital improvements to be funded from revenues such as vehicle lease payments, minor equipment replacement, and funding of contingency reserves for emergency debris removal.

Principal Assumptions and Considerations

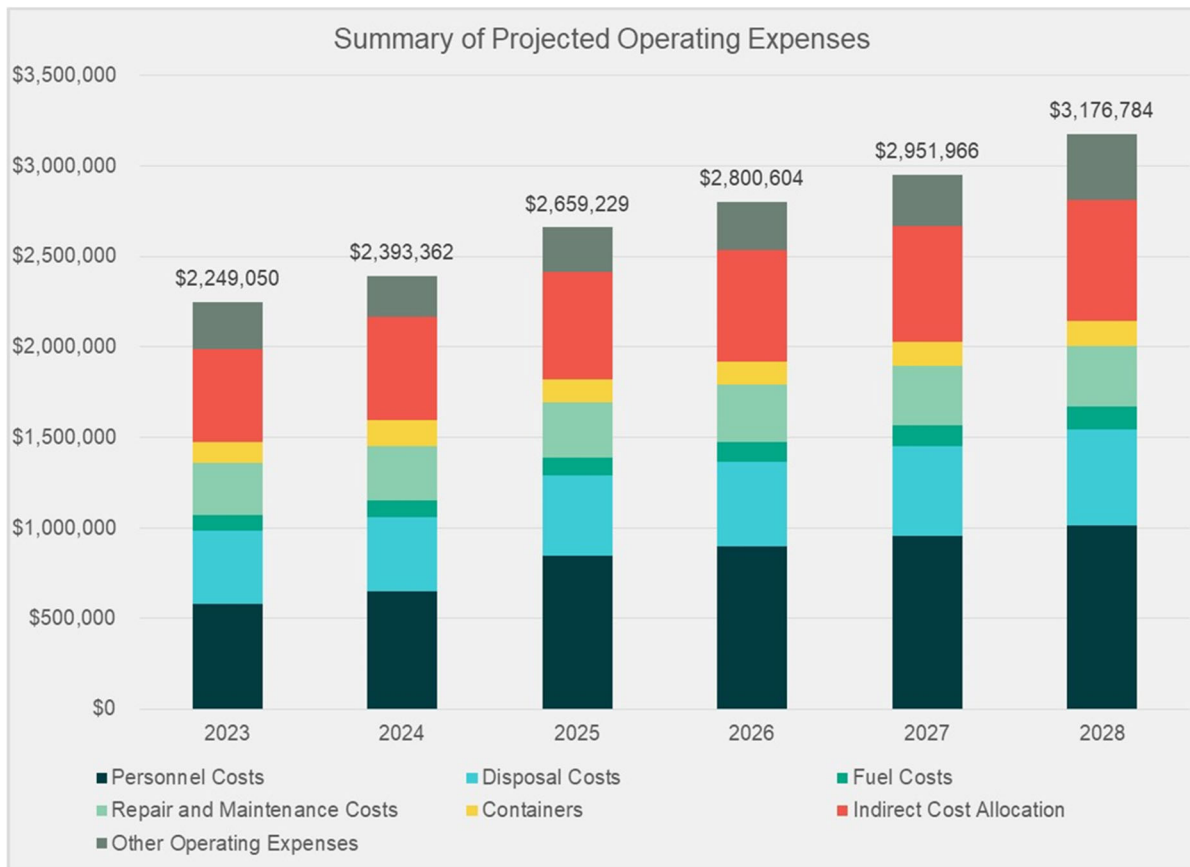
The projected cash revenue requirements, as summarized at the end of this section, reflect certain assumptions, considerations, and analyses. The principal assumptions, considerations, and analyses that are included in the development of the projected System revenue requirements for the Study Period are as follows:

1. The adopted Fiscal Year 2023 budget associated with the operations of the System was used as the basis for the expenditure projections set forth herein. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts are incorporated into the revenue requirement component of the study, except for adjustments and assumptions as noted hereunder.
2. Projected revenues from current solid waste rates are based on the schedule of rates currently in effect as of the date of this report, which became effective on October 1, 2022. Such rates were applied to the customer and units forecast previously discussed in this report and shown in Table 1 on Page 14 of the Report. Table 2 on Page 21 of the Report also summarizes the projected rate revenue under existing rates for the Study Period. Annual rate revenues under existing rates are projected to be approximately \$2.1 million increasing to \$2.5 million by 2028 as customer growth comes online.
3. The operations and maintenance expenses of the System budgeted for Fiscal Years 2023 are summarized in Table 3 on Page 22 of the Report. The amounts for Fiscal Year 2023 are then projected for the remaining five (5) years of the Study Period (i.e., through Fiscal Year 2028) as shown in Table 4 on Page 24 of the Report. The projected operating costs are based on certain inflation assumptions and other adjustments provided by Town staff for the Study Period. The adjustment factors and disposal expense allowances are identified in Tables 5 and 6 on Pages 27 through 28 of the Report, respectively, which were used to estimate the annual expenses summarized in Table 4 on Page 24 of the Report. The projected operating expenses were developed for the Study Period as follows:
 - a. An adjustment was made to budgeted disposal costs based on an estimated increase in tonnage for 2023 of approximately \$92,000.
 - b. An adjustment for operating and revenue contingencies was also made for approximately \$27,000 in 2023.
 - c. To improve solid waste collection service and increase code enforcement/compliance, Town staff proposes to hire one (1) additional Sanitation Truck Operator II during Fiscal Year 2025 at an estimated annual cost of approximately \$70,000 per year and one (1) new Solid Waste Code Officer during Fiscal Year 2025 at \$87,000 per year.

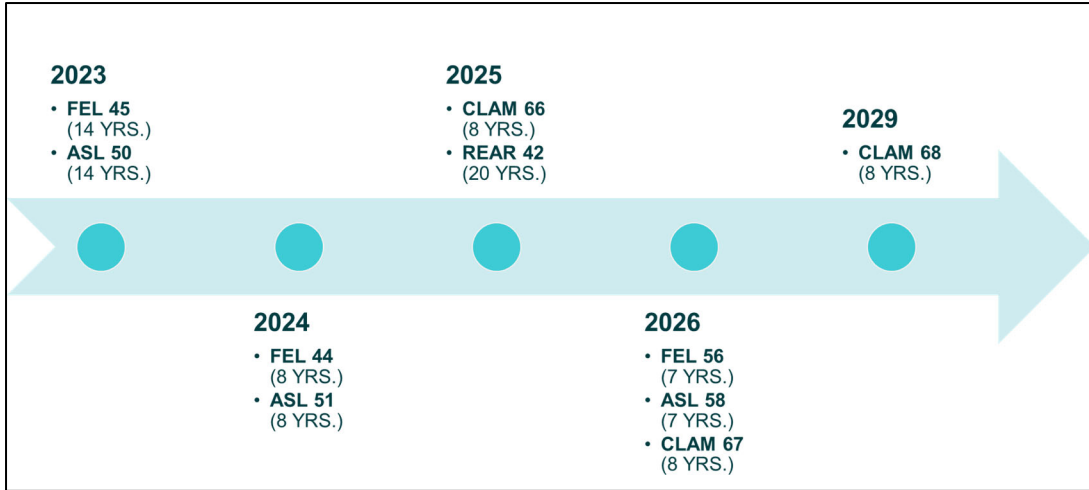
d. Expenses beyond Fiscal Year 2023 were increased based on estimated inflationary adjustments as follows:

- Labor: 11% (Fiscal Year 24); then 4% per year
- Health and Liability Insurance: 15% per year
- Fuel and Utilities: 5% per year
- General Inflation: 3% per year

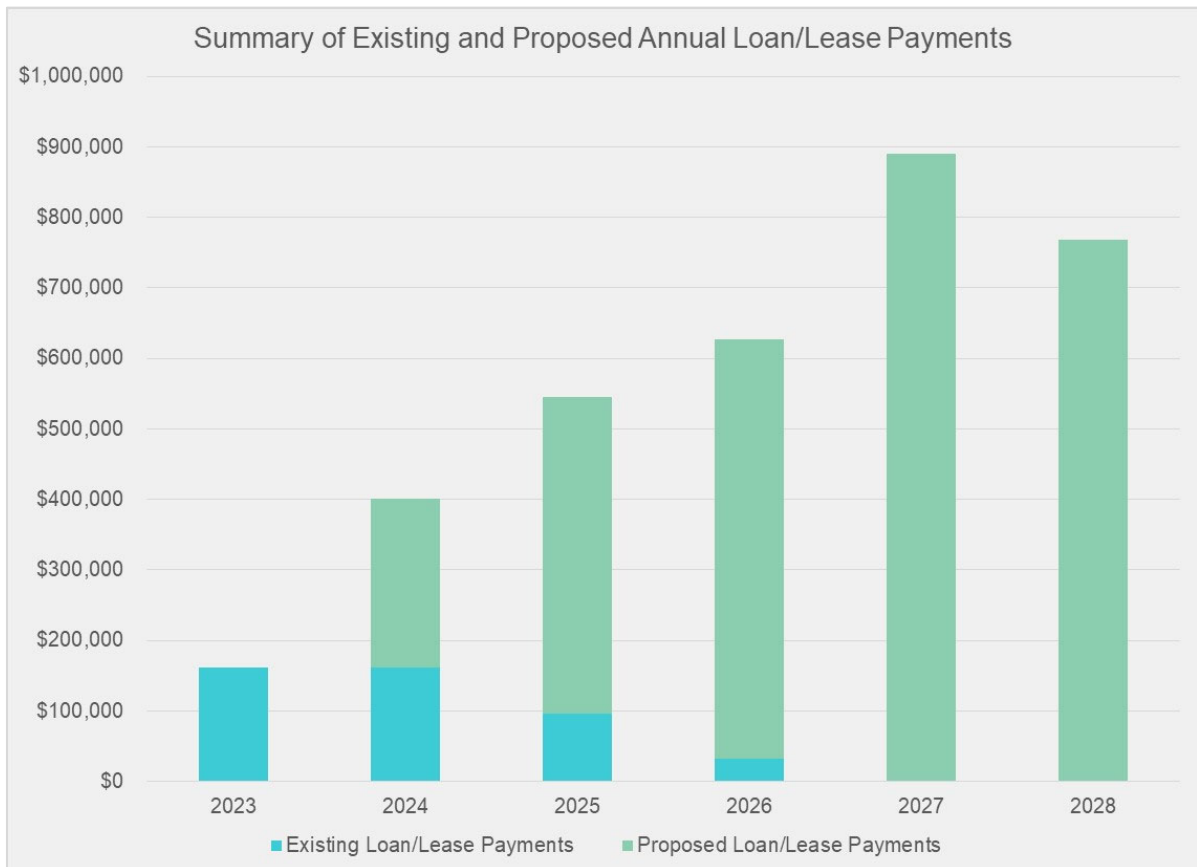
The following chart summarizes the projected operating expenses as follows:



4. The Town has decided to prioritize its vehicle replacement program in order to provide a more reliable service and reduce its repair and maintenance related operating costs. The total vehicle replacement / capital program is projected to be approximately \$4.0 million over the Study Period as shown on Table 7 on Page 29 of the Report. This program includes \$3.9 million for the replacement of 10 trucks including 3 front end loaders, 3 side loaders, 3 grapple trucks, and 1 rear loader truck. Other capital outlay for minor equipment and machinery is also included at \$0.1 million. The vehicle replacement schedule and ages of the vehicles being replaced is shown below.

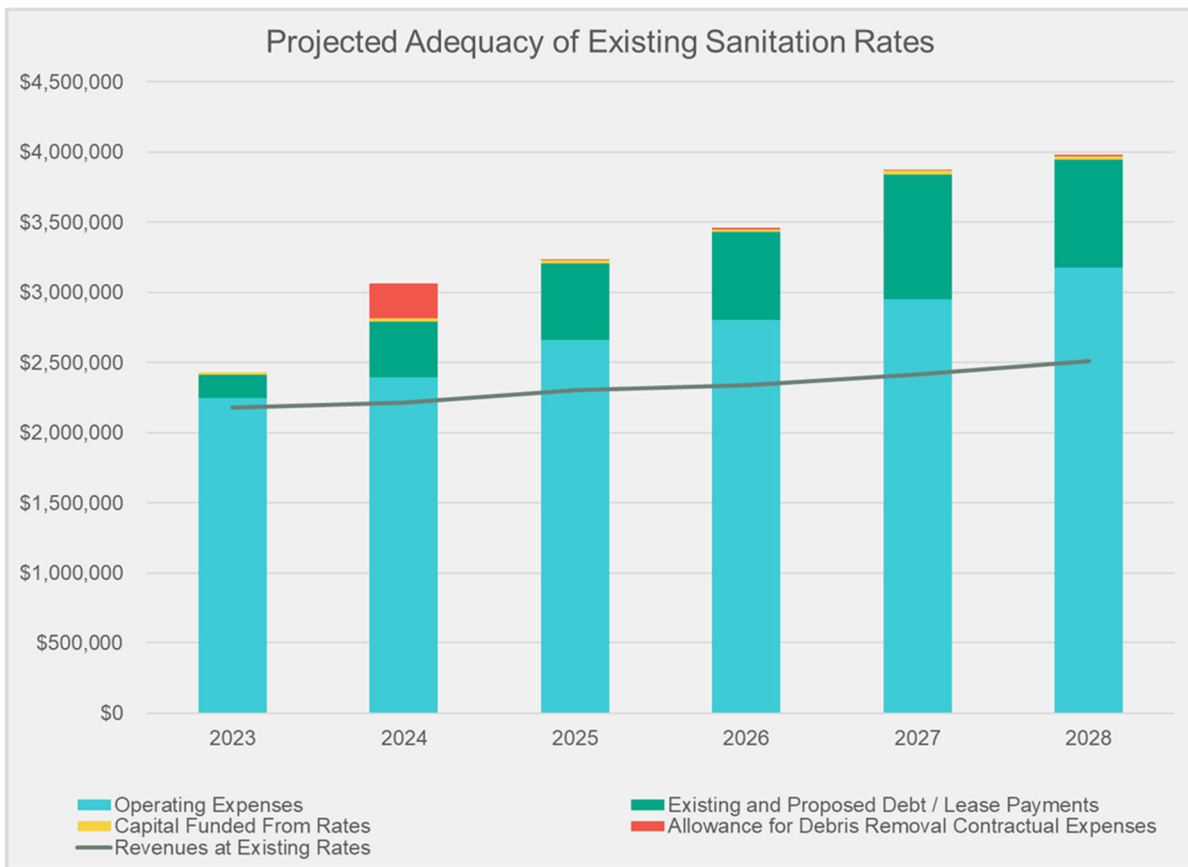


5. As of the date of this report, the System has two existing capital leases and one loan payable to the general fund outstanding. The annual payments are approximately \$161,000 per year, which end in Fiscal Year 2026. Additionally, the Town anticipates additional lease payments associated with the funding of the vehicle replacement program. Payments on these proposed leases are anticipated to begin at approximately \$239,000 in 2024 and increase to \$768,000 in 2028. The proposed leases are assumed to all have 4-year payback terms with interest rates between 5.99% - 6.75% per year. A projection of the total annual lease payments is shown below and also on Table 8 on Page 31 of the Report.



6. Based on discussions with Town Staff an allowance account for emergency contractual debris removal services associated with storm events is to be established. A transfer of \$250,000 in 2024 is the initial deposit with subsequent annual deposits of about \$8,000 per year to keep pace with inflation.
7. A minimum balance in unrestricted operating reserves of 60 days of annual expenditures is the proposed target balance for 2024. Additional deposits to the operating fund are anticipated over the Study Period to increase the balance to at least 90 days of reserves. A projection of ending reserve balances can be found of Table 9 on Page 32 of the Report.

Table 10 on Page 33 of the Report provides a summary of the projected net cash flows of the System for the Study Period. Based upon the assumptions used to prepare the System’s financial forecast regarding operating expenses and capital requirements, the projected net revenue requirements of the System when compared to revenues under existing rates are summarized as follows:



As can be seen in the above summary, and in Table 10 on Page 33 of the Report, the projected revenue deficiency is estimated to be approximately \$250,000 in Fiscal Year 2024, which may increase to \$1.6 million by Fiscal Year 2028.

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Existing and Proposed Rates

The Town currently charges \$258.37 per month per residential cart account and \$11.31 per cubic yard (per pickup per week) of solid waste volume for all properties utilizing dumpsters. To meet the solid waste utility program requirements identified for the Study Period, the following assessments and monthly rates are proposed:

Proposed Solid Waste Rates

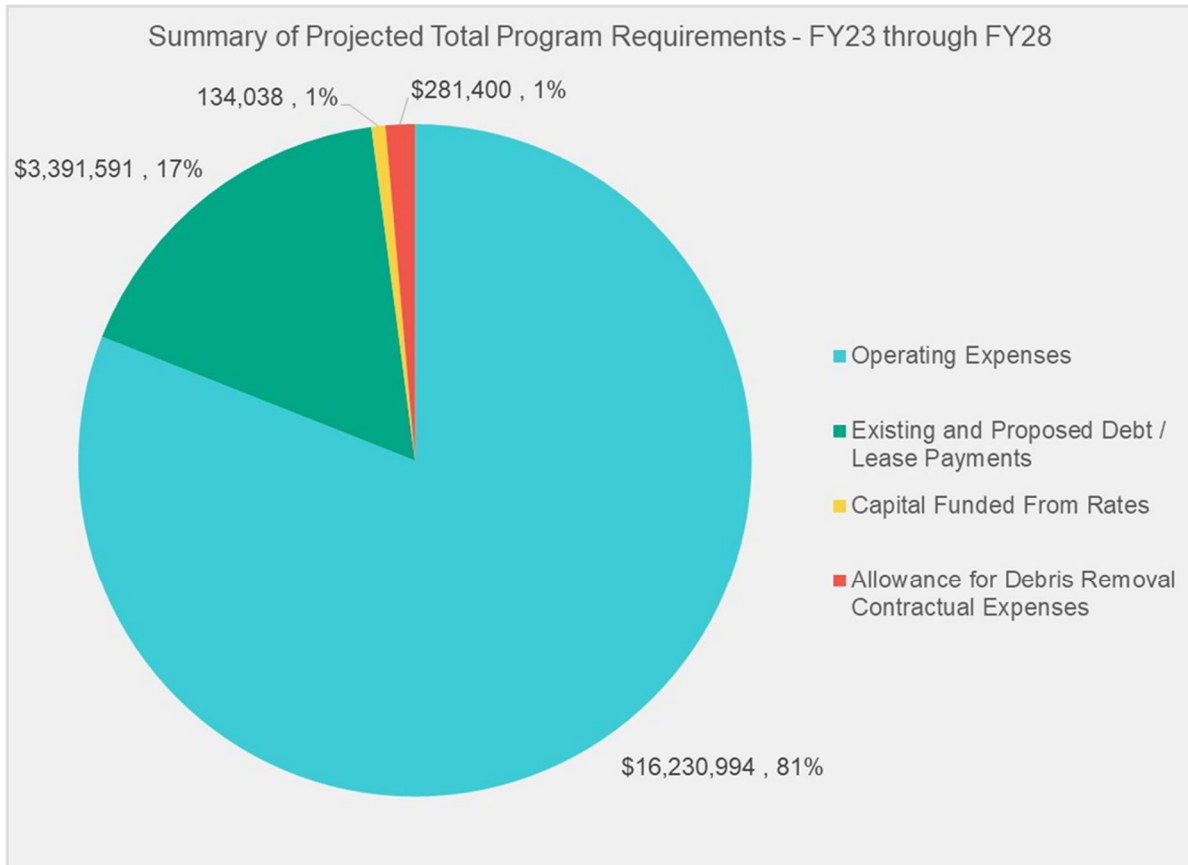
Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee: \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed charge per Cubic Yard per pickup/week (Current Fee: \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>

As shown above, this study recommends that a series of adjustments be made to the annual assessment and monthly rates. A full detailed listing of the Town’s existing and proposed rates can be found on Table 11 on Page 34 of the Report. Key benefits of the proposed rate plan include the following:

- Utility becomes self-sufficient through Fiscal Year 2028
- Utility can fund the prioritized vehicle replacement program
- Builds reserves over time (operating and debris removal funds)

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If the proposed assessments and monthly rates are approved and implemented over the Study Period, by Fiscal Year 2028, the proposed fees are estimated to fund the following expenditures:



Conclusions and Recommendations

Based on our studies, assumptions, considerations, and analyses as summarized herein, we are of the opinion that:

1. The solid waste utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments.
 - a. The Town has consistently used operating reserves to cover actual expenses, but those reserves have been nearly exhausted.
2. The existing rates are not adequate to cover the current operations.
 - a. Additional adjustments are also needed to adequately fund the projected operating expenditures and planned vehicle replacement program.
3. The Town Commission should consider adopting a reserve policy for the solid waste utility to provide working capital and to help address unforeseen contingencies.

- a. Adopting a reserve policy of 90 days of annual expenditures for the solid waste utility to be achieved by fiscal year 2026 is recommended.
 - b. A separate contingency fund of \$250,000 for emergency debris removal should also be established.
4. On or about January 18, 2023, the Town Commission adopted an ordinance that moves the multi-family dumpster accounts to the standard dumpster rates.
- a. The projected financial results were prepared based on the adopted service classifications.
 - b. The Town Commission should consider adopting the proposed non-ad valorem assessment and monthly utility billing schedule for Fiscal Years 2024 through 2028 as outlined in this study.
5. This study should be updated within five (5) years.

We appreciate the opportunity to be of service to the Town and would like to thank the Town’s staff for their assistance and cooperation during the course of this study.

Respectfully submitted,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Murray M. Hamilton, Jr.
Vice President



Shawn A. Ocasio
Manager

SAO/dlc
Attachments

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Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>Cart Service</u>							
<u>Residential</u>							
1	Annual Growth	N/A	18	19	19	19	19
2	Annual Units	1,843	1,861	1,880	1,899	1,918	1,937
3	Estimated Maximum Trips	191,672	193,544	195,520	197,496	199,472	201,448
4	Estimated Maximum Cubic Yardage	95,836	96,772	97,760	98,748	99,736	100,724
5	Annual Charge per Unit	\$258.37	\$258.37	\$258.37	\$258.37	\$258.37	\$258.37
6	Annual Revenues	\$476,176	\$480,827	\$485,736	\$490,645	\$495,554	\$500,463
<u>Multifamily (Less than 4 Units)</u>							
7	Annual Growth	N/A	4	5	5	5	5
8	Annual Units	449	453	458	463	468	473
9	Estimated Maximum Trips	46,696	47,112	47,632	48,152	48,672	49,192
10	Estimated Maximum Cubic Yardage	23,348	23,556	23,816	24,076	24,336	24,596
11	Annual Charge per Unit	\$258.37	\$258.37	\$258.37	\$258.37	\$258.37	\$258.37
12	Annual Revenues	\$116,008	\$117,042	\$118,333	\$119,625	\$120,917	\$122,209
13	Total Cart Service	\$592,184	\$597,868	\$604,069	\$610,270	\$616,471	\$622,672
<u>Multifamily (Greater than 5 Units) Dumpster Service</u>							
<u>2 Cubic Yard Container - 2 Pick Ups</u>							
14	Annual Growth	N/A	0	0	0	0	0
15	Annual Units	2	2	2	2	2	2
16	Estimated Maximum Trips	208	208	208	208	208	208
17	Estimated Maximum Cubic Yardage	416	416	416	416	416	416
18	Monthly Charge per Unit	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04
19	Annual Revenues	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705
<u>2 Cubic Yard Container - 3 Pick Ups</u>							
20	Annual Growth	N/A	0	0	0	0	0
21	Annual Units	13	13	13	13	13	13
22	Estimated Maximum Trips	2,028	2,028	2,028	2,028	2,028	2,028
23	Estimated Maximum Cubic Yardage	4,056	4,056	4,056	4,056	4,056	4,056
24	Monthly Charge per Unit	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06
25	Annual Revenues	\$45,873	\$45,873	\$45,873	\$45,873	\$45,873	\$45,873
<u>3 Cubic Yard Container - 2 Pick Ups</u>							
26	Annual Growth	N/A	0	0	0	0	0
27	Annual Units	9	9	9	9	9	9
28	Estimated Maximum Trips	936	936	936	936	936	936
29	Estimated Maximum Cubic Yardage	2,808	2,808	2,808	2,808	2,808	2,808
30	Monthly Charge per Unit	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06
31	Annual Revenues	\$31,758	\$31,758	\$31,758	\$31,758	\$31,758	\$31,758
<u>3 Cubic Yard Container - 3 Pick Ups</u>							
32	Annual Growth	N/A	0	0	0	0	0
33	Annual Units	12	12	12	12	12	12
34	Estimated Maximum Trips	1,872	1,872	1,872	1,872	1,872	1,872
35	Estimated Maximum Cubic Yardage	5,616	5,616	5,616	5,616	5,616	5,616
36	Monthly Charge per Unit	\$441.09	\$441.09	\$441.09	\$441.09	\$441.09	\$441.09
37	Annual Revenues	\$63,517	\$63,517	\$63,517	\$63,517	\$63,517	\$63,517

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>4 Cubic Yard Container - 1 Pick Ups</u>							
38	Annual Growth	N/A	0	0	0	0	0
39	Annual Units	2	2	2	2	2	2
40	Estimated Maximum Trips	104	104	104	104	104	104
41	Estimated Maximum Cubic Yardage	416	416	416	416	416	416
42	Monthly Charge per Unit	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04
43	Annual Revenues	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705
<u>4 Cubic Yard Container - 2 Pick Ups</u>							
44	Annual Growth	N/A	0	0	0	0	0
45	Annual Units	7	7	7	7	7	7
46	Estimated Maximum Trips	728	728	728	728	728	728
47	Estimated Maximum Cubic Yardage	2,912	2,912	2,912	2,912	2,912	2,912
48	Monthly Charge per Unit	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08
49	Annual Revenues	\$32,935	\$32,935	\$32,935	\$32,935	\$32,935	\$32,935
<u>4 Cubic Yard Container - 3 Pick Ups</u>							
50	Annual Growth	N/A	0	0	0	0	0
51	Annual Units	22	22	22	22	22	22
52	Estimated Maximum Trips	3,432	3,432	3,432	3,432	3,432	3,432
53	Estimated Maximum Cubic Yardage	13,728	13,728	13,728	13,728	13,728	13,728
54	Monthly Charge per Unit	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12
55	Annual Revenues	\$155,264	\$155,264	\$155,264	\$155,264	\$155,264	\$155,264
<u>6 Cubic Yard Container - 2 Pick Ups</u>							
56	Annual Growth	N/A	0	0	0	0	0
57	Annual Units	1	1	1	1	1	1
58	Estimated Maximum Trips	104	104	104	104	104	104
59	Estimated Maximum Cubic Yardage	624	624	624	624	624	624
60	Monthly Charge per Unit	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12
61	Annual Revenues	\$7,057	\$7,057	\$7,057	\$7,057	\$7,057	\$7,057
<u>6 Cubic Yard Container - 3 Pick Ups</u>							
62	Annual Growth	N/A	0	0	0	0	0
63	Annual Units	5	5	5	5	5	5
64	Estimated Maximum Trips	780	780	780	780	780	780
65	Estimated Maximum Cubic Yardage	4,680	4,680	4,680	4,680	4,680	4,680
66	Monthly Charge per Unit	\$882.18	\$882.18	\$882.18	\$882.18	\$882.18	\$882.18
67	Annual Revenues	\$52,931	\$52,931	\$52,931	\$52,931	\$52,931	\$52,931
<u>8 Cubic Yard Container - 1 Pick Ups</u>							
68	Annual Growth	N/A	0	0	0	0	0
69	Annual Units	1	1	1	1	1	1
70	Estimated Maximum Trips	52	52	52	52	52	52
71	Estimated Maximum Cubic Yardage	416	416	416	416	416	416
72	Monthly Charge per Unit	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08
73	Annual Revenues	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705	\$4,705
<u>8 Cubic Yard Container - 2 Pick Ups</u>							
74	Annual Growth	N/A	0	0	0	0	0
75	Annual Units	3	3	3	3	3	3
76	Estimated Maximum Trips	312	312	312	312	312	312
77	Estimated Maximum Cubic Yardage	2,496	2,496	2,496	2,496	2,496	2,496
78	Monthly Charge per Unit	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16
79	Annual Revenues	\$28,230	\$28,230	\$28,230	\$28,230	\$28,230	\$28,230

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>8 Cubic Yard Container - 3 Pick Ups</u>							
80	Annual Growth	N/A	0	0	0	0	0
81	Annual Units	1	1	1	1	1	1
82	Estimated Maximum Trips	156	156	156	156	156	156
83	Estimated Maximum Cubic Yardage	1,248	1,248	1,248	1,248	1,248	1,248
84	Monthly Charge per Unit	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24
85	Annual Revenues	\$14,115	\$14,115	\$14,115	\$14,115	\$14,115	\$14,115
86	Total Multifamily Dumpster Service	\$445,795	\$445,795	\$445,795	\$445,795	\$445,795	\$445,795
<u>Commercial Dumpster Service</u>							
<u>0.5 Cubic Yard Container - 2 Pick Ups</u>							
87	Annual Growth	N/A	0	0	0	0	0
88	Annual Units	64	64	64	64	64	64
89	Estimated Maximum Trips	6,656	6,656	6,656	6,656	6,656	6,656
90	Estimated Maximum Cubic Yardage	3,328	3,328	3,328	3,328	3,328	3,328
91	Monthly Charge per Unit	\$49.01	\$49.01	\$49.01	\$49.01	\$49.01	\$49.01
92	Annual Revenues	\$37,640	\$37,640	\$37,640	\$37,640	\$37,640	\$37,640
<u>2 Cubic Yard Container - 1 Pick Ups</u>							
93	Annual Growth	N/A	1	0	0	0	0
94	Annual Units	70	71	71	71	71	71
95	Estimated Maximum Trips	3,640	3,692	3,692	3,692	3,692	3,692
96	Estimated Maximum Cubic Yardage	7,280	7,384	7,384	7,384	7,384	7,384
97	Monthly Charge per Unit	\$98.02	\$98.02	\$98.02	\$98.02	\$98.02	\$98.02
98	Annual Revenues	\$82,337	\$83,513	\$83,513	\$83,513	\$83,513	\$83,513
<u>2 Cubic Yard Container - 2 Pick Ups</u>							
99	Annual Growth	N/A	0	0	0	0	0
100	Annual Units	10	10	10	10	10	10
101	Estimated Maximum Trips	1,040	1,040	1,040	1,040	1,040	1,040
102	Estimated Maximum Cubic Yardage	2,080	2,080	2,080	2,080	2,080	2,080
103	Monthly Charge per Unit	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04
104	Annual Revenues	\$23,525	\$23,525	\$23,525	\$23,525	\$23,525	\$23,525
<u>2 Cubic Yard Container - 3 Pick Ups</u>							
105	Annual Growth	N/A	0	0	0	0	0
106	Annual Units	1	1	1	1	1	1
107	Estimated Maximum Trips	156	156	156	156	156	156
108	Estimated Maximum Cubic Yardage	312	312	312	312	312	312
109	Monthly Charge per Unit	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06
110	Annual Revenues	\$3,529	\$3,529	\$3,529	\$3,529	\$3,529	\$3,529
<u>2 Cubic Yard Container - 4 Pick Ups</u>							
111	Annual Growth	N/A	0	0	0	0	0
112	Annual Units	0	0	0	0	0	0
113	Estimated Maximum Trips	0	0	0	0	0	0
114	Estimated Maximum Cubic Yardage	0	0	0	0	0	0
115	Monthly Charge per Unit	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08
116	Annual Revenues	\$0	\$0	\$0	\$0	\$0	\$0

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>2 Cubic Yard Container - 5 Pick Ups</u>							
117	Annual Growth	N/A	0	0	0	0	0
118	Annual Units	0	0	0	0	0	0
119	Estimated Maximum Trips	0	0	0	0	0	0
120	Estimated Maximum Cubic Yardage	0	0	0	0	0	0
121	Monthly Charge per Unit	\$490.10	\$490.10	\$490.10	\$490.10	\$490.10	\$490.10
122	Annual Revenues	\$0	\$0	\$0	\$0	\$0	\$0
<u>3 Cubic Yard Container - 1 Pick Ups</u>							
123	Annual Growth	N/A	0	0	0	0	0
124	Annual Units	26	26	26	26	26	26
125	Estimated Maximum Trips	1,352	1,352	1,352	1,352	1,352	1,352
126	Estimated Maximum Cubic Yardage	4,056	4,056	4,056	4,056	4,056	4,056
127	Monthly Charge per Unit	\$147.03	\$147.03	\$147.03	\$147.03	\$147.03	\$147.03
128	Annual Revenues	\$45,873	\$45,873	\$45,873	\$45,873	\$45,873	\$45,873
<u>3 Cubic Yard Container - 2 Pick Ups</u>							
129	Annual Growth	N/A	0	0	0	0	0
130	Annual Units	7	7	7	7	7	7
131	Estimated Maximum Trips	728	728	728	728	728	728
132	Estimated Maximum Cubic Yardage	2,184	2,184	2,184	2,184	2,184	2,184
133	Monthly Charge per Unit	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06
134	Annual Revenues	\$24,701	\$24,701	\$24,701	\$24,701	\$24,701	\$24,701
<u>3 Cubic Yard Container - 3 Pick Ups</u>							
135	Annual Growth	N/A	0	0	0	0	0
136	Annual Units	2	2	2	2	2	2
137	Estimated Maximum Trips	312	312	312	312	312	312
138	Estimated Maximum Cubic Yardage	936	936	936	936	936	936
139	Monthly Charge per Unit	\$441.09	\$441.09	\$441.09	\$441.09	\$441.09	\$441.09
140	Annual Revenues	\$10,586	\$10,586	\$10,586	\$10,586	\$10,586	\$10,586
<u>3 Cubic Yard Container - 4 Pick Ups</u>							
141	Annual Growth	N/A	0	0	0	0	0
142	Annual Units	0	0	0	0	0	0
143	Estimated Maximum Trips	0	0	0	0	0	0
144	Estimated Maximum Cubic Yardage	0	0	0	0	0	0
145	Monthly Charge per Unit	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12
146	Annual Revenues	\$0	\$0	\$0	\$0	\$0	\$0
<u>3 Cubic Yard Container - 5 Pick Ups</u>							
147	Annual Growth	N/A	0	0	0	0	0
148	Annual Units	1	1	1	1	1	1
149	Estimated Maximum Trips	260	260	260	260	260	260
150	Estimated Maximum Cubic Yardage	780	780	780	780	780	780
151	Monthly Charge per Unit	\$735.15	\$735.15	\$735.15	\$735.15	\$735.15	\$735.15
152	Annual Revenues	\$8,822	\$8,822	\$8,822	\$8,822	\$8,822	\$8,822
<u>4 Cubic Yard Container - 1 Pick Ups</u>							
153	Annual Growth	N/A	0	0	0	0	0
154	Annual Units	41	41	41	41	41	41
155	Estimated Maximum Trips	2,132	2,132	2,132	2,132	2,132	2,132
156	Estimated Maximum Cubic Yardage	8,528	8,528	8,528	8,528	8,528	8,528
157	Monthly Charge per Unit	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04	\$196.04
158	Annual Revenues	\$96,452	\$96,452	\$96,452	\$96,452	\$96,452	\$96,452

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>4 Cubic Yard Container - 2 Pick Ups</u>							
159	Annual Growth	N/A	0	0	0	0	0
160	Annual Units	9	9	9	9	9	9
161	Estimated Maximum Trips	936	936	936	936	936	936
162	Estimated Maximum Cubic Yardage	3,744	3,744	3,744	3,744	3,744	3,744
163	Monthly Charge per Unit	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08
164	Annual Revenues	\$42,345	\$42,345	\$42,345	\$42,345	\$42,345	\$42,345
<u>4 Cubic Yard Container - 3 Pick Ups</u>							
165	Annual Growth	N/A	0	10	0	10	9
166	Annual Units	2	2	12	12	22	31
167	Estimated Maximum Trips	312	312	1,872	1,872	3,432	4,836
168	Estimated Maximum Cubic Yardage	1,248	1,248	7,488	7,488	13,728	19,344
169	Monthly Charge per Unit	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12
170	Annual Revenues	\$14,115	\$14,115	\$84,689	\$84,689	\$155,264	\$218,781
<u>4 Cubic Yard Container - 4 Pick Ups</u>							
171	Annual Growth	N/A	0	0	0	0	0
172	Annual Units	1	1	1	1	1	1
173	Estimated Maximum Trips	208	208	208	208	208	208
174	Estimated Maximum Cubic Yardage	832	832	832	832	832	832
175	Monthly Charge per Unit	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16
176	Annual Revenues	\$9,410	\$9,410	\$9,410	\$9,410	\$9,410	\$9,410
<u>4 Cubic Yard Container - 5 Pick Ups</u>							
177	Annual Growth	N/A	0	0	0	0	0
178	Annual Units	1	1	1	1	1	1
179	Estimated Maximum Trips	260	260	260	260	260	260
180	Estimated Maximum Cubic Yardage	1,040	1,040	1,040	1,040	1,040	1,040
181	Monthly Charge per Unit	\$980.20	\$980.20	\$980.20	\$980.20	\$980.20	\$980.20
182	Annual Revenues	\$11,762	\$11,762	\$11,762	\$11,762	\$11,762	\$11,762
<u>6 Cubic Yard Container - 1 Pick Ups</u>							
183	Annual Growth	N/A	0	0	0	0	0
184	Annual Units	23	23	23	23	23	23
185	Estimated Maximum Trips	1,196	1,196	1,196	1,196	1,196	1,196
186	Estimated Maximum Cubic Yardage	7,176	7,176	7,176	7,176	7,176	7,176
187	Monthly Charge per Unit	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06	\$294.06
188	Annual Revenues	\$81,161	\$81,161	\$81,161	\$81,161	\$81,161	\$81,161
<u>6 Cubic Yard Container - 2 Pick Ups</u>							
189	Annual Growth	N/A	0	0	0	0	0
190	Annual Units	19	19	19	19	19	19
191	Estimated Maximum Trips	1,976	1,976	1,976	1,976	1,976	1,976
192	Estimated Maximum Cubic Yardage	11,856	11,856	11,856	11,856	11,856	11,856
193	Monthly Charge per Unit	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12	\$588.12
194	Annual Revenues	\$134,091	\$134,091	\$134,091	\$134,091	\$134,091	\$134,091
<u>6 Cubic Yard Container - 3 Pick Ups</u>							
195	Annual Growth	N/A	0	0	0	0	2
196	Annual Units	5	5	5	5	5	7
197	Estimated Maximum Trips	780	780	780	780	780	1,092
198	Estimated Maximum Cubic Yardage	4,680	4,680	4,680	4,680	4,680	6,552
199	Monthly Charge per Unit	\$882.18	\$882.18	\$882.18	\$882.18	\$882.18	\$882.18
200	Annual Revenues	\$52,931	\$52,931	\$52,931	\$52,931	\$52,931	\$74,103

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
<u>6 Cubic Yard Container - 4 Pick Ups</u>							
201	Annual Growth	N/A	0	0	0	0	0
202	Annual Units	0	0	0	0	0	0
203	Estimated Maximum Trips	0	0	0	0	0	0
204	Estimated Maximum Cubic Yardage	0	0	0	0	0	0
205	Monthly Charge per Unit	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24
206	Annual Revenues	\$0	\$0	\$0	\$0	\$0	\$0
<u>6 Cubic Yard Container - 5 Pick Ups</u>							
207	Annual Growth	N/A	0	0	0	0	0
208	Annual Units	1	1	1	1	1	1
209	Estimated Maximum Trips	260	260	260	260	260	260
210	Estimated Maximum Cubic Yardage	1,560	1,560	1,560	1,560	1,560	1,560
211	Monthly Charge per Unit	\$1,470.30	\$1,470.30	\$1,470.30	\$1,470.30	\$1,470.30	\$1,470.30
212	Annual Revenues	\$17,644	\$17,644	\$17,644	\$17,644	\$17,644	\$17,644
<u>8 Cubic Yard Container - 1 Pick Ups</u>							
213	Annual Growth	N/A	0	0	0	0	0
214	Annual Units	11	11	11	11	11	11
215	Estimated Maximum Trips	572	572	572	572	572	572
216	Estimated Maximum Cubic Yardage	4,576	4,576	4,576	4,576	4,576	4,576
217	Monthly Charge per Unit	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08	\$392.08
218	Annual Revenues	\$51,755	\$51,755	\$51,755	\$51,755	\$51,755	\$51,755
<u>8 Cubic Yard Container - 2 Pick Ups</u>							
219	Annual Growth	N/A	0	0	0	0	0
220	Annual Units	28	28	28	28	28	28
221	Estimated Maximum Trips	2,912	2,912	2,912	2,912	2,912	2,912
222	Estimated Maximum Cubic Yardage	23,296	23,296	23,296	23,296	23,296	23,296
223	Monthly Charge per Unit	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16	\$784.16
224	Annual Revenues	\$263,478	\$263,478	\$263,478	\$263,478	\$263,478	\$263,478
<u>8 Cubic Yard Container - 3 Pick Ups</u>							
225	Annual Growth	N/A	0	0	0	0	0
226	Annual Units	4	4	4	4	4	4
227	Estimated Maximum Trips	624	624	624	624	624	624
228	Estimated Maximum Cubic Yardage	4,992	4,992	4,992	4,992	4,992	4,992
229	Monthly Charge per Unit	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24	\$1,176.24
230	Annual Revenues	\$56,460	\$56,460	\$56,460	\$56,460	\$56,460	\$56,460
<u>8 Cubic Yard Container - 4 Pick Ups</u>							
231	Annual Growth	N/A	0	0	0	0	0
232	Annual Units	1	1	1	1	1	1
233	Estimated Maximum Trips	208	208	208	208	208	208
234	Estimated Maximum Cubic Yardage	1,664	1,664	1,664	1,664	1,664	1,664
235	Monthly Charge per Unit	\$1,568.32	\$1,568.32	\$1,568.32	\$1,568.32	\$1,568.32	\$1,568.32
236	Annual Revenues	\$18,820	\$18,820	\$18,820	\$18,820	\$18,820	\$18,820
<u>8 Cubic Yard Container - 5 Pick Ups</u>							
237	Annual Growth	N/A	1	0	1	0	0
238	Annual Units	2	3	3	4	4	4
239	Estimated Maximum Trips	520	780	780	1,040	1,040	1,040
240	Estimated Maximum Cubic Yardage	4,160	6,240	6,240	8,320	8,320	8,320
241	Monthly Charge per Unit	\$1,960.40	\$1,960.40	\$1,960.40	\$1,960.40	\$1,960.40	\$1,960.40
242	Annual Revenues	\$47,050	\$70,574	\$70,574	\$94,099	\$94,099	\$94,099

Table 1
Town of Lake Park
Solid Waste Rate Study

Detailed Service Requirements and Development of Rate Revenues

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
243	Total Commercial Dumpster Service	\$1,134,483	\$1,159,185	\$1,229,759	\$1,253,284	\$1,323,858	\$1,408,547
244	4.0 % Discount for Residential Prepayments	(\$23,687)	(\$23,915)	(\$24,163)	(\$24,411)	(\$24,659)	(\$24,907)
245	Total Revenues	<u>\$2,148,775</u>	<u>\$2,178,933</u>	<u>\$2,255,460</u>	<u>\$2,284,938</u>	<u>\$2,361,465</u>	<u>\$2,452,107</u>

Table 2
Town of Lake Park
Solid Waste Rate Study

Projected Operating and Miscellaneous Revenue at Existing Rates

Line No.	Description	General Ledger Account Number	Historical Fiscal Year Ended September 30,			Budgeted 2023 [1]	Adjustments	Adjusted 2023	Escalation Reference [2]	Projected Fiscal Year Ending September 30,				
			2020	2021	2022					2024	2025	2026	2027	2028
SYSTEM REVENUES														
Charges for Service														
1	Commercial Assessment - SWA	404-343.410	\$84,263	\$89,628	\$89,251	\$0	\$0	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
2	Commercial User Fees - TLP	404-343.420	840,264	932,889	934,716	1,117,400	17,083	1,134,483	Calculated	1,604,979	1,675,554	1,699,079	1,769,653	1,854,342
3	Residential Assessments - SWA	404-343.500	798,898	848,818	845,787	990,000	(39,600)	950,400	Calculated	573,953	579,906	585,859	591,812	597,765
4	Residential User Fees - TLP	404-343.510	4,632	10,996	(861)	5,000	0	5,000	Constant	5,000	5,000	5,000	5,000	5,000
5	Recycling Income	404-343.610	127	0	4,662	2,000	0	2,000	Constant	2,000	2,000	2,000	2,000	2,000
6	Total Charges for Service		\$1,728,183	\$1,882,331	\$1,873,555	\$2,114,400	(\$22,517)	\$2,091,883		\$2,185,933	\$2,262,460	\$2,291,938	\$2,368,465	\$2,459,107
Other Revenues														
7	Delinquent Refuse Assessments	404-311.120	\$671	\$124	\$0	\$0	\$0	\$0	Constant	\$0	\$0	\$0	\$0	\$0
8	FEMA/State Hurricane Relief	404-331.500	3,461	0	0	0	0	0	Eliminate	0	0	0	0	0
9	Cares Act Covid Relief	404-331.560	34,935	0	0	0	0	0	Eliminate	0	0	0	0	0
10	Service Charge - Dishonored Checks	404-349.100	0	0	0	0	81	81	Eliminate	0	0	0	0	0
11	Penalties	404-354.100	8,910	21,390	17,175	14,000	0	14,000	Constant	14,000	14,000	14,000	14,000	14,000
12	Interest Earnings [3]	404-361.100	3,973	504	2,690	0	0	0	Constant	0	0	0	0	0
13	Interest Tax Collector [3]	404-361.110	175	57	0	0	0	0	Constant	0	0	0	0	0
14	Sale of Surplus Property	404-364.100	35,735	0	6,477	0	56,543	56,543	Eliminate	0	0	0	0	0
15	Miscellaneous Revenue	404-369.100	1,287	698	79	0	3,616	3,616	Eliminate	0	0	0	0	0
16	Container Proceeds	404-369.200	0	0	1,471	0	0	0	Constant	0	0	0	0	0
17	Locking Device Proceeds	404-369.300	715	455	195	500	0	500	Constant	500	500	500	500	500
18	Service Reinstatement Fees	404-369.400	0	0	100	0	100	100	Eliminate	0	0	0	0	0
19	Transfer from General Fund	404-399.100	0	108,000	0	0	0	0	Eliminate	0	0	0	0	0
20	Balance Brought Forward [4]	404-399.999	0	0	0	317,993	(317,993)	0	Eliminate	0	0	0	0	0
21	Total Other Sources		\$89,863	\$131,227	\$28,187	\$332,493	(\$257,653)	\$74,840		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500
22	TOTAL SYSTEM REVENUES		\$1,818,047	\$2,013,558	\$1,901,742	\$2,446,893	(\$280,169)	\$2,166,724		\$2,200,433	\$2,276,960	\$2,306,438	\$2,382,965	\$2,473,607

Footnotes:

- [1] Based on budgeted figures for the Fiscal Year 2023 revised Budget. FY23 amounts exclude any rate increase or index that was assumed in the budget.
- [2] Escalation factors and attributes derived from Table 5.
- [3] Interest earnings, if any, was removed from this schedule which is then calculated in Table 9 based on the annual average balance of each fund.
- [4] Transfers from Retained Earnings reflect the amount of annual expenditures in excess of revenues for each Fiscal Year. Such amounts, if any, are calculated in Table 10.

Table 3
Town of Lake Park
Solid Waste Rate Study

Fiscal Year 2023 Sanitation Operating Budget

Line No.	Description	General Ledger Account Number	Budget [1] 2023	Adjustments	Adjusted 2023
<u>Personal Services</u>					
1	Regular Salaries	404-53-534-404-12000	\$347,047	\$0	\$347,047
2	Overtime Salaries	404-53-534-404-14000	18,000	0	18,000
3	Special Pay	404-53-534-404-15000	3,000	0	3,000
4	FICA	404-53-534-404-21000	31,739	0	31,739
5	Retirement	404-53-534-404-22000	25,877	0	25,877
6	Town Retirement Matching	404-53-534-404-22100	9,172	0	9,172
7	Health Insurance	404-53-534-404-23100	114,211	0	114,211
8	Insurance - Dental	404-53-534-404-23200	3,654	0	3,654
9	Insurance - Life	404-53-534-404-23300	1,041	0	1,041
10	Insurance - Vision	404-53-534-404-23400	495	0	495
11	Disability	404-53-534-404-23500	3,778	0	3,778
12	Worker's Compensation Insurance	404-53-534-404-24000	21,129	0	21,129
13	Total Personal Services		\$579,143	\$0	\$579,143
<u>Operating Expenses</u>					
14	Professional Services	404-53-534-404-31000	\$60,734	\$0	\$60,734
15	Contractual Services	404-53-534-404-34000	44,902	0	44,902
16	Disposal Fees - Garbage	404-53-534-404-34310	315,000	92,400	407,400
17	Travel & Training	404-53-534-404-40000	1,000	0	1,000
18	Telephone	404-53-534-404-41100	2,280	0	2,280
19	Postage & Shipping	404-53-534-404-41200	1,600	0	1,600
20	Rentals	404-53-534-404-44100	20,000	0	20,000
21	Capital Leases	404-53-534-404-44200	6,000	0	6,000
22	Insurance	404-53-534-404-45000	51,447	0	51,447
23	Repair & Maintenance	404-53-534-404-46000	160,137	0	160,137
24	Vehicle Parts & Supplies	404-53-534-404-46300	127,379	0	127,379
25	Printing	404-53-534-404-47000	2,500	0	2,500
26	Advertising	404-53-534-404-48100	9,000	0	9,000
27	Uniforms & Clothing	404-53-534-404-49400	10,800	0	10,800
28	Office Supplies	404-53-534-404-51000	1,000	0	1,000
29	Operating Supplies	404-53-534-404-52000	20,403	0	20,403
30	Gasoline & Diesel Fuel	404-53-534-404-52100	83,300	0	83,300
31	Small Tools & Others	404-53-534-404-52200	500	0	500
32	Containers	404-53-534-404-52400	120,000	0	120,000
33	Memberships, Dues & Subscriptions	404-53-534-404-54200	500	0	500
34	Total Operating Expenses		\$1,038,482	\$92,400	\$1,130,882
35	Total Depreciation	404-53-534-404-59000	\$0	\$0	\$0
<u>Capital Outlay [2]</u>					
36	Improvements-Dumpster Enclosure	404-53-534-404-63101	\$5,000	(\$5,000)	\$0
37	Machinery & Equipment	404-53-534-404-64100	153,000	(153,000)	0
38	Total Capital Outlay		\$158,000	(\$158,000)	\$0

Table 3
Town of Lake Park
Solid Waste Rate Study

Fiscal Year 2023 Sanitation Operating Budget

Line No.	Description	General Ledger Account Number	Budget [1] 2023	Adjustments	Adjusted 2023
	<u>Debt Service [3]</u>				
39	Principal	404-53-534-404-71000	\$122,987	(\$122,987)	\$0
40	Interest	404-53-534-404-72000	5,256	(5,256)	0
41	Total Debt Service		<u>\$128,243</u>	<u>(\$128,243)</u>	<u>\$0</u>
42	Total Grants & Aids	Grants and Aid	\$0	\$0	\$0
	<u>Other</u>				
43	Transfer to General Fund [3]	404-53-534-404-99110	\$31,435	(\$31,435)	\$0
44	Indirect Cost Allocation	404-53-534-404-99404	511,527	0	511,527
45	Total Other		<u>\$542,962</u>	<u>(\$31,435)</u>	<u>\$511,527</u>
	<u>Adjustments</u>				
46	Other Adjustments	Adjustments	\$0	\$0	\$0
47	Total Adjustments		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
	<u>Additional Charges</u>				
48	Additional Personnel Costs	AddPer	\$0	\$0	\$0
49	Additional Operating Costs	AddOps	0	0	0
50	Additional Maintenance Costs	AddMaint	0	0	0
51	Bad Debt Expense - 0.25% [4]	BadDebt	0	5,230	5,230
52	Operating Contingency - 1.00% [5]	Contingency	0	22,268	22,268
53	Total Additional Charges		<u>\$0</u>	<u>\$27,498</u>	<u>\$27,498</u>
54	Total Sanitation Expenses		<u><u>\$2,446,830</u></u>	<u><u>(\$197,780)</u></u>	<u><u>\$2,249,050</u></u>

Footnotes:

- [1] Amounts reflect the expenditures for Fiscal Year 2023 as provided by City staff.
[2] Amount removed from operating expenses and shown separately as part of the capital plan.
[3] Amount removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.
[4] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.
[5] An allowance for operating cost contingencies was assumed at 1.00% of expenses per year for conservatism.

Table 4
Town of Lake Park
Solid Waste Rate Study

Projection of Operating Expenses - Fiscal Years 2023 - 2028

Line No.	Description	Adjusted [1]	Escalation	Projected Fiscal Year Ending September 30,				
		2023	Reference [2]	2024	2025	2026	2027	2028
<u>Personal Services</u>								
1	Regular Salaries	\$347,047	Labor	\$386,402	\$401,858	\$417,933	\$434,650	\$452,036
2	Overtime Salaries	18,000	Labor	20,041	20,843	21,677	22,544	23,445
3	Special Pay	3,000	Labor	3,340	3,474	3,613	3,757	3,908
4	FICA	31,739	Labor	35,338	36,752	38,222	39,751	41,341
5	Retirement	25,877	Labor	28,811	29,964	31,162	32,409	33,705
6	Town Retirement Matching	9,172	Labor	10,212	10,621	11,045	11,487	11,947
7	Health Insurance	114,211	Ins-Health	131,343	151,044	173,701	199,756	229,719
8	Insurance - Dental	3,654	Ins-Health	4,202	4,832	5,557	6,391	7,349
9	Insurance - Life	1,041	Ins-Health	1,197	1,377	1,583	1,821	2,094
10	Insurance - Vision	495	Ins-Health	569	655	753	866	996
11	Disability	3,778	Ins-Health	4,345	4,996	5,746	6,608	7,599
12	Worker's Compensation Insurance	21,129	Worker Comp	22,608	23,512	24,453	25,431	26,448
13	Total Personal Services	\$579,143		\$648,409	\$689,928	\$735,444	\$785,469	\$840,587
<u>Operating Expenses</u>								
14	Professional Services	\$60,734	Contract	\$10,163	\$10,570	\$10,993	\$11,432	\$73,890
15	Contractual Services	44,902	Contract	46,698	48,566	50,509	52,529	54,630
16	Disposal Fees - Garbage [3]	407,400	Calculated	414,067	442,434	469,941	498,733	528,851
17	Travel & Training	1,000	Inflation	1,030	1,061	1,093	1,126	1,159
18	Telephone	2,280	Inflation	2,348	2,419	2,491	2,566	2,643
19	Postage & Shipping	1,600	Accounts/Inf	1,666	1,735	1,807	1,882	1,960
20	Rentals	20,000	Inflation	20,600	21,218	21,855	22,510	23,185
21	Capital Leases	6,000	VehLease	9,245	9,708	10,193	10,703	11,238
22	Insurance	51,447	Insurance	59,164	68,039	78,244	89,981	103,478
23	Repair & Maintenance	160,137	Repair	164,941	169,889	174,986	180,236	185,643
24	Vehicle Parts & Supplies	127,379	Repair	131,200	135,136	139,190	143,366	147,667
25	Printing	2,500	Accounts/Inf	2,604	2,711	2,824	2,941	3,063
26	Advertising	9,000	Accounts/Inf	9,373	9,760	10,167	10,589	11,027
27	Uniforms & Clothing	10,800	Inflation	11,124	11,458	11,801	12,155	12,520
28	Office Supplies	1,000	Inflation	1,030	1,061	1,093	1,126	1,159
29	Operating Supplies	20,403	Inflation	21,015	21,646	22,295	22,964	23,653
30	Gasoline & Diesel Fuel	83,300	Hauling	90,735	98,833	107,011	115,765	125,131
31	Small Tools & Others	500	Inflation	515	530	546	563	580

**Table 4
Town of Lake Park
Solid Waste Rate Study**

Projection of Operating Expenses - Fiscal Years 2023 - 2028

Line No.	Description	Adjusted [1] 2023	Escalation Reference [2]	Projected Fiscal Year Ending September 30,				
				2024	2025	2026	2027	2028
32	Containers	120,000	Repair	145,600	127,968	131,807	135,761	139,834
33	Memberships, Dues & Subscriptions	500	Inflation	515	530	546	563	580
34	Total Operating Expenses	<u>\$1,130,882</u>		<u>\$1,143,634</u>	<u>\$1,185,272</u>	<u>\$1,249,393</u>	<u>\$1,317,491</u>	<u>\$1,451,892</u>
35	Total Depreciation	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
<u>Capital Outlay [4]</u>								
36	Improvements-Dumpster Enclosure	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
37	Machinery & Equipment	0	Eliminate	0	0	0	0	0
38	Total Capital Outlay	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>Debt Service [5]</u>								
39	Principal	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
40	Interest	0	Eliminate	0	0	0	0	0
41	Total Debt Service	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
42	Total Grants & Aids	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
<u>Other</u>								
43	Transfer to General Fund [5]	\$0	Eliminate	\$0	\$0	\$0	\$0	\$0
44	Indirect Cost Allocation	511,527	Labor	569,534	592,316	616,008	640,648	666,274
45	Total Other	<u>\$511,527</u>		<u>\$569,534</u>	<u>\$592,316</u>	<u>\$616,008</u>	<u>\$640,648</u>	<u>\$666,274</u>
<u>Adjustments</u>								
46	Other Adjustments	\$0	Inflation	\$0	\$0	\$0	\$0	\$0
47	Total Adjustments	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**Table 4
Town of Lake Park
Solid Waste Rate Study**

Projection of Operating Expenses - Fiscal Years 2023 - 2028

Line No.	Description	Adjusted [1]	Escalation	Projected Fiscal Year Ending September 30,				
		2023	Reference [2]	2024	2025	2026	2027	2028
	Additional Charges							
48	Additional Personnel Costs [6]	\$0	Labor	\$0	\$156,762	\$163,033	\$169,554	\$176,336
49	Additional Operating Costs	0	Inflation	0	0	0	0	0
50	Additional Maintenance Costs	0	Inflation	0	0	0	0	0
51	Bad Debt Expense - 0.25% [7]	5,230	Calculated	8,088	8,622	8,997	9,576	10,241
52	Operating Contingency - 1.00% [8]	22,268	Calculated	23,697	26,329	27,729	29,227	31,453
53	Total Additional Charges	<u>\$27,498</u>		<u>\$31,785</u>	<u>\$191,713</u>	<u>\$199,758</u>	<u>\$208,357</u>	<u>\$218,030</u>
54	TOTAL OPERATING EXPENSES	<u>\$2,249,050</u>		<u>\$2,393,362</u>	<u>\$2,659,229</u>	<u>\$2,800,604</u>	<u>\$2,951,966</u>	<u>\$3,176,784</u>
55	Annual Rate of Change	<u>N/A</u>		<u>6.42%</u>	<u>11.11%</u>	<u>5.32%</u>	<u>5.40%</u>	<u>7.62%</u>

Footnotes:

- [1] Adjusted Budget Fiscal Year 2023 amounts shown derived from Table 3.
- [2] Escalation references derived from Table 5.
- [3] Disposal costs shown based on tonnage projections as developed on Table 6.
- [4] Amounts removed from operating expenses and shown separately as part of the capital plan on Table 7.
- [5] Amounts removed from operating expenses and shown separately as part of the projection of annual loan and lease payments shown on Table 8.
- [6] Amounts shown reflect one additional Sanitation Truck Operator II and one additional Solid Waste Code Officer being added in 2025.
- [7] An allowance for uncollectible accounts was assumed at 0.25% of revenues per year for conservatism.
- [8] An allowance for operating cost contingencies was assumed at 1.00% of expenses per year for conservatism.

**Table 5
Town of Lake Park
Solid Waste Rate Study**

Summary of Operating Expense Escalation Factors

Line No.	Description	Escalation Reference	Projected Fiscal Year Ending September 30,				
			2024	2025	2026	2027	2028
1	Constant	Constant	1.0000	1.0000	1.0000	1.0000	1.0000
2	Eliminate	Eliminate	0.0000	0.0000	0.0000	0.0000	0.0000
3	General Inflation (CPI)	Inflation	1.0300	1.0300	1.0300	1.0300	1.0300
4	Labor Escalator	Labor	1.1134	1.0400	1.0400	1.0400	1.0400
5	Contract Labor	Contract	1.0400	1.0400	1.0400	1.0400	1.0400
6	Life/Health/Disability Insurance Escalator	Ins-Health	1.1500	1.1500	1.1500	1.1500	1.1500
7	Workers Compensation	Worker Comp	1.0700	1.0400	1.0400	1.0400	1.0400
8	General Insurance Factor	Insurance	1.1500	1.1500	1.1500	1.1500	1.1500
9	Repair and Maintenance	Repair	1.0300	1.0300	1.0300	1.0300	1.0300
10	Fuel	Fuel	1.0500	1.0500	1.0500	1.0500	1.0500
11	Utility Expenses	Utility	1.1151	1.0500	1.0500	1.0500	1.0500
12	Growth in Disposal + Fuel	Hauling	1.0893	1.0893	1.0827	1.0818	1.0809
13	Marginal Adjustment Factor	Marginal	1.0100	1.0100	1.0100	1.0100	1.0100
14	Operating Leases - Vehicles	VehLease	1.5409	1.0500	1.0500	1.0500	1.0500
15	Customer Accounts	Accounts	1.0111	1.0110	1.0113	1.0112	1.0111
16	Customer Units	Units	1.0089	1.0125	1.0091	1.0122	1.0124
17	Customer Accounts + Inflation	Accounts/Inf	1.0414	1.0413	1.0417	1.0415	1.0414
18	Customer Units + Inflation	Units/Inf	1.0392	1.0429	1.0393	1.0426	1.0428
19	Maximum Trips	Trips	1.0094	1.0146	1.0097	1.0142	1.0145
20	Maximum Cubic Yards	Yards	1.0129	1.0286	1.0123	1.0274	1.0311
21	Estimate Tonnage	Tons	1.0164	1.0374	1.0312	1.0303	1.0294

Table 6
Town of Lake Park
Solid Waste Rate Study

Projection of Annual Disposal Fees

Line No.	Description	Projected Fiscal Year Ending September 30, [1] [2]					
		2023	2024	2025	2026	2027	2028
<u>Residential - All Classes</u>							
1	Growth in Weight	N/A	1.0%	1.0%	1.0%	1.0%	1.0%
2	Chargeable Weight - Base (Tons)	2,300	2,323	2,346	2,370	2,393	2,417
3	Chargeable Weight - Yard Waste Base (Tons)	342	345	349	352	356	359
4	Chargeable Weight - Bulk Waste (Tons)	373	377	380	384	388	392
5	Chargeable Weight (Tons)	3,015	3,045	3,075	3,106	3,137	3,169
6	Rate per Ton	\$42.00	\$42.00	\$43.26	\$44.56	\$45.90	\$47.28
7	Annual Charges	\$126,624	\$127,891	\$133,045	\$138,413	\$144,001	\$149,814
<u>Commercial - All Classes</u>							
8	Growth in Weight	N/A	2.2%	6.2%	4.9%	4.7%	4.5%
9	Chargeable Weight - Base (Tons)	5,100	5,213	5,535	5,807	6,079	6,351
10	Chargeable Weight - Yard Waste Base (Tons)	758	766	773	781	789	797
11	Chargeable Weight - Bulk Waste (Tons)	827	835	844	852	861	869
12	Chargeable Weight (Tons)	6,685	6,814	7,152	7,440	7,728	8,017
13	Rate per Ton	\$42.00	\$42.00	\$43.26	\$44.56	\$45.90	\$47.28
14	Annual Charges	\$280,776	\$286,176	\$309,389	\$331,528	\$354,732	\$379,037
<u>Total Department</u>							
15	Growth in Weight	N/A	1.6%	3.7%	3.1%	3.0%	2.9%
16	Chargeable Weight (Tons)	9,700	9,859	10,227	10,546	10,866	11,186
17	Average Cost per Ton	\$42.00	\$42.00	\$43.26	\$44.56	\$45.90	\$47.28
18	Annual Charges	\$407,400	\$414,067	\$442,434	\$469,941	\$498,733	\$528,851
19	Rate of Change	N/A	1.64%	6.85%	6.22%	6.13%	6.04%

Footnotes:

[1] Amounts based on historical disposal trends as provided by the Town and adjusted for new development.

[2] Existing disposal levels assumed to increase annually by 1% per year for all classes except Commercial Base tonnages which are projected based on development information provided by the Town.

**Table 7
Town of Lake Park
Solid Waste Rate Study
Capital Funding Program**

Line No.	Description	Funding Reference	Projected Fiscal Year Ending September 30, - Future Dollars [1]					6 Year Totals	
			2023	2024	2025	2026	2027		2028
CUMULATIVE INFLATIONARY ADJUSTMENT FACTOR			1.000	1.050	1.103	1.158	1.216	1.276	
<u>Replacement of Vehicles</u>									
1	Autocar/Heil FEL - #45	Lease1	\$329,999	\$0	\$0	\$0	\$0	\$0	\$329,999
2	Mack/McNeilus FEL - #44	Lease4	0	346,499	0	0	0	0	346,499
3	Mack/Heil TE64 FEL - #56	Lease8	0	0	0	382,015	0	0	382,015
4	Autocar/Heil ASL - #50	Lease2	357,549	0	0	0	0	0	357,549
5	Mack/McNeilus ASL - #51	Lease5	0	375,426	0	0	0	0	375,426
6	Mack/Heil LR64R ASL - #58	Lease9	0	0	0	413,908	0	0	413,908
7	Peterson TL3 Grapple/International - #66	Lease6	0	0	195,143	0	0	0	195,143
8	Peterson TL3 Grapple/International - #67	Lease10	0	0	0	204,900	0	0	204,900
9	Peterson TL3 Grapple/Mack - #68	REV	0	0	0	0	0	0	0
10	2005 IHC/Heil Rearloader - #42	Lease7	0	0	308,700	0	0	0	308,700
11	Mack MD6 Container Handler - #59	REV	0	0	0	0	0	0	0
12	Chevy Silverado 1500 - #360	REV	0	0	0	0	0	0	0
13	Dodge Ram 1500 - #New	REV	0	0	0	0	0	0	0
14	Total Vehicle Replacements		\$687,548	\$721,925	\$503,843	\$1,000,822	\$0	\$0	\$2,914,138
<u>Other Capital Requirements</u>									
15	Capital Outlay - Dumpster Enclosures	REV	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000
16	A-Frame Gantry Crane - New	REV	13,000	0	0	0	0	0	13,000
17	Truck for Dumpsters - New	Lease3	140,000	0	0	0	0	0	140,000
18	Other Capital Outlay	REV	0	21,000	22,050	23,153	24,310	25,526	116,038
19	Other Capital Outlay - Additional Truck	Lease11	0	0	0	0	401,116	0	401,116
20	Other Capital Outlay - Additional Truck	Lease12	0	0	0	0	0	456,333	456,333
21	Other 3	REV	0	0	0	0	0	0	0
22	Total Capital Projects		\$158,000	\$21,000	\$22,050	\$23,153	\$425,426	\$481,859	\$1,131,487
23	TOTAL CAPITAL PLAN		\$845,548	\$742,925	\$525,893	\$1,023,975	\$425,426	\$481,859	\$4,045,626

**Table 7
Town of Lake Park
Solid Waste Rate Study**

Capital Funding Program

Line No.	Description	Funding Reference	Projected Fiscal Year Ending September 30, - Future Dollars [1]					6 Year Totals	
			2023	2024	2025	2026	2027		2028
FUNDING SOURCES									
24	Operating Reserves	OR	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Operating Revenues	REV	18,000	21,000	22,050	23,153	24,310	25,526	134,038
26	Vehicle Replacement Fund	VRF	0	0	0	0	0	0	0
27	Other	OTHER	0	0	0	0	0	0	0
28	Additional Vehicle Lease 1	Lease1	329,999	0	0	0	0	0	329,999
29	Additional Vehicle Lease 2	Lease2	357,549	0	0	0	0	0	357,549
30	Additional Vehicle Lease 3	Lease3	140,000	0	0	0	0	0	140,000
31	Additional Vehicle Lease 4	Lease4	0	346,499	0	0	0	0	346,499
32	Additional Vehicle Lease 5	Lease5	0	375,426	0	0	0	0	375,426
33	Additional Vehicle Lease 6	Lease6	0	0	195,143	0	0	0	195,143
34	Additional Vehicle Lease 7	Lease7	0	0	308,700	0	0	0	308,700
35	Additional Vehicle Lease 8	Lease8	0	0	0	382,015	0	0	382,015
36	Additional Vehicle Lease 9	Lease9	0	0	0	413,908	0	0	413,908
37	Additional Vehicle Lease 10	Lease10	0	0	0	204,900	0	0	204,900
38	Additional Vehicle Lease 11	Lease11	0	0	0	0	401,116	0	401,116
39	Additional Vehicle Lease 12	Lease12	0	0	0	0	0	456,333	456,333
40	TOTAL FUNDING SOURCES		\$845,548	\$742,925	\$525,893	\$1,023,975	\$425,426	\$481,859	\$4,045,626

Footnotes:
[1] Amounts as provided by the City and include an escalation for inflation at 5% per year.

Table 8
Town of Lake Park
Solid Waste Rate Study

Summary of Debt Service Payments

Line No.	Description	Fiscal Year Ending September 30th,					
		2023	2024	2025	2026	2027	2028
<u>Existing Loan / Lease Payments [1]</u>							
1	Side Loader Lease Payments	\$64,943	\$64,943	\$0	\$0	\$0	\$0
2	Mack MD7 Grapple Truck Payments	64,680	64,680	64,680	0	0	0
3	General Fund Loan	31,435	31,435	31,435	31,435	0	0
4	Total Existing Loan / Lease Payments	<u>\$161,058</u>	<u>\$161,058</u>	<u>\$96,115</u>	<u>\$31,435</u>	<u>\$0</u>	<u>\$0</u>
<u>Proposed Loan/Lease Payments [2]</u>							
5	Additional Vehicle Lease 1	\$0	\$95,502	\$95,502	\$95,502	\$95,502	\$0
6	Additional Vehicle Lease 2	0	103,292	103,292	103,292	103,292	0
7	Additional Vehicle Lease 3	0	40,691	40,691	40,691	40,691	0
8	Additional Vehicle Lease 4	0	0	101,007	101,007	101,007	101,007
9	Additional Vehicle Lease 5	0	0	108,510	108,510	108,510	108,510
10	Additional Vehicle Lease 6	0	0	0	56,888	56,888	56,888
11	Additional Vehicle Lease 7	0	0	0	89,976	89,976	89,976
12	Additional Vehicle Lease 8	0	0	0	0	112,383	112,383
13	Additional Vehicle Lease 9	0	0	0	0	121,140	121,140
14	Additional Vehicle Lease 10	0	0	0	0	60,132	60,132
15	Additional Vehicle Lease 11	0	0	0	0	0	118,013
16	Additional Vehicle Lease 12	0	0	0	0	0	0
17	Total Proposed Loan/Lease Payments	<u>\$0</u>	<u>\$239,485</u>	<u>\$449,003</u>	<u>\$595,867</u>	<u>\$889,521</u>	<u>\$768,048</u>
18	Total Existing and Proposed Loan/Lease Payments	<u><u>\$161,058</u></u>	<u><u>\$400,543</u></u>	<u><u>\$545,118</u></u>	<u><u>\$627,302</u></u>	<u><u>\$889,521</u></u>	<u><u>\$768,048</u></u>

Footnotes:

- [1] Existign loan and lease amounts shown based on adjustments from Table 3 and include adjustments for an additional \$1,380 in annual interest costs.
- [2] Projected lease payment amounts shown based on funding of capital program as shown on Table 7. Loans assume a payment term of 4 years and interest rates between 5.99% and 6.75%.

Table 9
Town of Lake Park
Solid Waste Rate Study

Projected Fund Balances and Interest Earnings

Line No.	Description	Reference	Projected Fiscal Year Ending September 30, [1]					
			2023	2024	2025	2026	2027	2028
UNRESTRICTED OPERATING FUND								
1	Beginning Balance [2]		\$514,286	\$264,903	\$464,678	\$720,175	\$906,562	\$912,632
2	Transfers In - Revenues		2,091,883	3,235,181	3,448,894	3,598,645	3,830,367	4,096,265
3	Transfers Out - Net Revenue Requirements		2,341,267	3,035,406	3,193,397	3,412,258	3,824,297	3,926,058
4	Transfers Out - CIP		0	0	0	0	0	0
5	Transfers Out (In) - Outside Sources		0	0	0	0	0	0
6	End of Year Transfer In / (Out)		0	0	0	0	0	0
7	Interest Rate	Short Term	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
8	Interest Income		12,000	11,000	18,000	24,000	27,000	30,000
	Transfer of Interest Income							
9	to Revenue Fund		12,000	11,000	18,000	24,000	27,000	30,000
10	Ending Balance		<u>\$264,903</u>	<u>\$464,678</u>	<u>\$720,175</u>	<u>\$906,562</u>	<u>\$912,632</u>	<u>\$1,082,840</u>
CONTINGENCY FUND - DEBRIS REMOVAL CONTRACT EXPENSES								
11	Beginning Balance [2]		\$0	\$0	\$250,000	\$257,500	\$265,200	\$273,200
12	Transfers In		0	250,000	7,500	7,700	8,000	8,200
13	Transfers Out		0	0	0	0	0	0
14	Interest Rate	Medium Term	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
15	Interest Income		0	4,000	8,000	8,000	8,000	8,000
	Transfer of Interest Income							
16	to Revenue Fund		0	4,000	8,000	8,000	8,000	8,000
17	Ending Balance		<u>\$0</u>	<u>\$250,000</u>	<u>\$257,500</u>	<u>\$265,200</u>	<u>\$273,200</u>	<u>\$281,400</u>
CUSTOMER DEPOSITS								
18	Beginning Balance [2]		\$0	\$0	\$0	\$0	\$0	\$0
19	Transfers In		0	0	0	0	0	0
20	Transfers Out		0	0	0	0	0	0
21	Interest Rate	None	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
22	Interest Income		0	0	0	0	0	0
	Transfer of Interest Income							
23	to Revenue Fund		0	0	0	0	0	0
24	Ending Balance		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
56	TOTAL INTEREST INCOME		<u>\$12,000</u>	<u>\$15,000</u>	<u>\$26,000</u>	<u>\$32,000</u>	<u>\$35,000</u>	<u>\$38,000</u>

Footnotes:

- [1] Cash balances dependent upon the adoption of proposed rate increases shown in Table 10, if any.
[2] The beginning balance was derived from the City's unaudited trial balances as of September 30, 2022.

Table 10
Town of Lake Park
Solid Waste Rate Study

Projected Sanitation Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30,					
		2023	2024	2025	2026	2027	2028
1	Total Operating Expenses [1]	\$2,249,050	\$2,393,362	\$2,659,229	\$2,800,604	\$2,951,966	\$3,176,784
	<u>Debt Service</u>						
2	Existing Debt Service	\$161,058	\$161,058	\$96,115	\$31,435	\$0	\$0
3	Proposed Debt Service	0	239,485	449,003	595,867	889,521	768,048
4	Annual Debt Service Payments [2]	\$161,058	\$400,543	\$545,118	\$627,302	\$889,521	\$768,048
	<u>Other Revenue Requirements</u>						
5	Allowance for Debris Removal Contractual Expenses	\$0	\$250,000	\$7,500	\$7,700	\$8,000	\$8,200
6	Other Capital Funded from Rates [3]	18,000	21,000	22,050	23,153	24,310	25,526
7	Intragovernmental Transfers - Franchise Fees	0	0	0	0	0	0
8	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
9	Total Other Revenue Requirements	\$18,000	\$271,000	\$29,550	\$30,853	\$32,310	\$33,726
10	Gross Revenue Requirements	\$2,428,108	\$3,064,906	\$3,233,897	\$3,458,758	\$3,873,797	\$3,978,558
	<u>Less Income and Funds from Other Sources</u>						
11	Other Operating Revenue [4]	\$74,840	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500
12	Interest Income	12,000	15,000	26,000	32,000	35,000	38,000
13	Net Revenue Requirements	\$2,341,267	\$3,035,406	\$3,193,397	\$3,412,258	\$3,824,297	\$3,926,058
	<u>Revenue from Operations</u>						
14	Existing Operating Revenue [4]	\$2,091,883	\$2,185,933	\$2,262,460	\$2,291,938	\$2,368,465	\$2,459,107
15	Prior Year Rate Adjustments	0	0	1,085,981	1,201,892	1,350,338	1,517,849
16	Total Rate Revenue Before Current Year Adjustment	2,091,883	2,185,933	3,348,441	3,493,830	3,718,803	3,976,957
17	<u>Current Year Rate Adjustments</u>						
18	Current Year Rate Adjustment	0.00%	48.00%	3.00%	3.00%	3.00%	3.00%
19	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
20	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
21	Total Revenue from Current Year Adjustments	\$0	\$1,049,248	\$100,453	\$104,815	\$111,564	\$119,309
22	Total Revenue	\$2,091,883	\$3,235,181	\$3,448,894	\$3,598,645	\$3,830,367	\$4,096,265
23	Revenue Surplus/(Deficiency) - Transfer to Reserves	(\$249,384)	\$199,775	\$255,498	\$186,387	\$6,070	\$170,208
24	Percent of Rate Revenues	-11.92%	6.18%	7.41%	5.18%	0.16%	4.16%
25							
		Projected Fiscal Year Ending September 30,					
26	<u>Residential Cart Per Unit Rates</u>	2023	2024	2025	2026	2027	2028
27	Single Family Per Unit Rate	\$258.37	\$382.39	\$393.86	\$405.68	\$417.85	\$430.39
28	Mobile Home	258.37	382.39	393.86	405.68	417.85	430.39
29	Multi-Family Cart Service	258.37	382.39	393.86	405.68	417.85	430.39
31							
		Projected Fiscal Year Ending September 30,					
32	<u>Summary of Cash Balances (Year-End)</u>	2023	2024	2025	2026	2027	2028
33	Unrestricted Operating Fund	\$264,903	\$464,678	\$720,175	\$906,562	\$912,632	\$1,082,840
34	Contingency Fund - Debris Removal Contract Expenses	0	250,000	257,500	265,200	273,200	281,400
35	Total Cash Balances (Year-End)	\$264,903	\$714,678	\$977,675	\$1,171,762	\$1,185,832	\$1,364,240
36	Operating Fund - Days of Annual Expenditures - Minimum	90	90	90	90	90	90
37	Operating Fund - Days of Annual Expenditures - Calculated	41	61	83	97	87	101

Footnotes:

- [1] Amounts derived from Table 4.
 [2] Amounts derived from Table 8.
 [3] Amounts derived from Table 7.
 [4] Amounts derived from Table 2.

**Table 11
Town of Lake Park
Solid Waste Rate Study**

Summary of Existing and Proposed Rates

Line No.	Description	Existing Charges	Proposed Rates				
			2024	2025	2026	2027	2028
<u>Single-family Cart Service</u>							
1	Annual Charge per Unit	\$258.37	\$382.39	\$393.86	\$405.68	\$417.85	\$430.38
<u>Multifamily Cart Service</u>							
2	Annual Charge per Unit	\$258.37	\$382.39	\$393.86	\$405.68	\$417.85	\$430.38
<u>Multifamily Dumpster Service</u>							
		<u>Per Unit</u>	<u>Per Dumpster</u>	<u>Per Dumpster</u>	<u>Per Dumpster</u>	<u>Per Dumpster</u>	<u>Per Dumpster</u>
3	<u>2 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$196.04	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
4	<u>2 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$294.06	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84
5	<u>3 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$294.06	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84
6	<u>3 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$441.09	\$652.86	\$672.36	\$692.64	\$713.31	\$734.76
7	<u>4 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$196.04	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
8	<u>4 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$392.08	\$580.32	\$597.65	\$615.68	\$634.05	\$653.12
9	<u>4 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$588.12	\$870.48	\$896.48	\$923.52	\$951.08	\$979.68
10	<u>6 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$588.12	\$870.48	\$896.48	\$923.52	\$951.08	\$979.68
11	<u>6 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$882.18	\$1,305.72	\$1,344.72	\$1,385.28	\$1,426.62	\$1,469.52
12	<u>8 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$392.08	\$580.32	\$597.65	\$615.68	\$634.05	\$653.12
13	<u>8 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$784.16	\$1,160.64	\$1,195.31	\$1,231.36	\$1,268.11	\$1,306.24
14	<u>8 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$1,176.24	\$1,740.96	\$1,792.96	\$1,847.04	\$1,902.16	\$1,959.36
<u>Commercial Dumpster Service</u>							
15	<u>0.5 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$49.01	\$72.54	\$74.71	\$76.96	\$79.26	\$81.64
16	<u>2 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$98.02	\$145.08	\$149.41	\$153.92	\$158.51	\$163.28
17	<u>2 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$196.04	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
18	<u>2 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$294.06	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84

Table 11
Town of Lake Park
Solid Waste Rate Study

Summary of Existing and Proposed Rates

Line No.	Description	Existing Charges	Proposed Rates				
			2024	2025	2026	2027	2028
19	<u>2 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit	\$392.08	\$580.32	\$597.65	\$615.68	\$634.05	\$653.12
20	<u>2 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit	\$490.10	\$725.40	\$747.07	\$769.60	\$792.57	\$816.40
21	<u>3 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$147.03	\$217.62	\$224.12	\$230.88	\$237.77	\$244.92
22	<u>3 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$294.06	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84
23	<u>3 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$441.09	\$652.86	\$672.36	\$692.64	\$713.31	\$734.76
24	<u>3 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit	\$588.12	\$870.48	\$896.48	\$923.52	\$951.08	\$979.68
25	<u>3 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit	\$735.15	\$1,088.10	\$1,120.60	\$1,154.40	\$1,188.85	\$1,224.60
26	<u>4 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$196.04	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
27	<u>4 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$392.08	\$580.32	\$597.65	\$615.68	\$634.05	\$653.12
28	<u>4 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$588.12	\$870.48	\$896.48	\$923.52	\$951.08	\$979.68
29	<u>4 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit	\$784.16	\$1,160.64	\$1,195.31	\$1,231.36	\$1,268.11	\$1,306.24
30	<u>4 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit	\$980.20	\$1,450.80	\$1,494.13	\$1,539.20	\$1,585.13	\$1,632.80
31	<u>6 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$294.06	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84
32	<u>6 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$588.12	\$870.48	\$896.48	\$923.52	\$951.08	\$979.68
33	<u>6 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$882.18	\$1,305.72	\$1,344.72	\$1,385.28	\$1,426.62	\$1,469.52
34	<u>6 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit	\$1,176.24	\$1,740.96	\$1,792.96	\$1,847.04	\$1,902.16	\$1,959.36
35	<u>6 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit	\$1,470.30	\$2,176.20	\$2,241.20	\$2,308.80	\$2,377.70	\$2,449.20
36	<u>8 Cubic Yard Container - 1 Pick Ups</u> Monthly Charge per Unit	\$392.08	\$580.32	\$597.65	\$615.68	\$634.05	\$653.12
37	<u>8 Cubic Yard Container - 2 Pick Ups</u> Monthly Charge per Unit	\$784.16	\$1,160.64	\$1,195.31	\$1,231.36	\$1,268.11	\$1,306.24
38	<u>8 Cubic Yard Container - 3 Pick Ups</u> Monthly Charge per Unit	\$1,176.24	\$1,740.96	\$1,792.96	\$1,847.04	\$1,902.16	\$1,959.36

Table 11
Town of Lake Park
Solid Waste Rate Study

Summary of Existing and Proposed Rates

Line No.	Description	Existing Charges	Proposed Rates				
			2024	2025	2026	2027	2028
39	<u>8 Cubic Yard Container - 4 Pick Ups</u> Monthly Charge per Unit	\$1,568.32	\$2,321.28	\$2,390.61	\$2,462.72	\$2,536.21	\$2,612.48
40	<u>8 Cubic Yard Container - 5 Pick Ups</u> Monthly Charge per Unit	\$1,960.40	\$2,901.60	\$2,988.27	\$3,078.40	\$3,170.27	\$3,265.60

Town of Lake Park Solid Waste Utility

The 2023 Rate Study

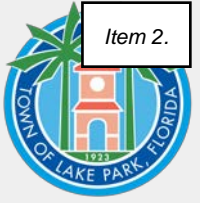
Public Works Department

June 21, 2023



Project Milestones

- On January 18, 2023, the Town Commission engaged Raftelis to prepare a solid waste rate study
- Town staff held a special workshop for residents and business owners on June 8, 2023
 - › Public notices (in three languages) and a follow-up letter were sent to all Town properties; project information was also added to Town's website in April 2023
 - › The agenda and presentation materials were made available on the Town's website on June 7, 2023
 - › The presentation was also recorded for those who could not join the meeting in person



June 8th Workshop – Discussion Topics

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
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Executive Summary



Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



Solid Waste Utility – Background (cont.)



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
 - › **Supervisors (2)**
 - › **Sanitation Truck Operator I (3)**
(Some vacant 12 months)
 - › **Sanitation Truck Operator II (3)**
(Some vacant 12+ months)
 - › **Sanitation Truck Operator Trainee (1)**



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) primary collection trucks:

Automatic Side Loader (ASL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

Asset (# in Fleet)	Needed for Daily Operations	1:1.2 Ratio	1:1.5 Ratio
Automatic Side Loader	2	2.4	3
Front-End Loader	2	2.4	3
Grapple (Clamshell) Truck	2	2.4	3
Rear Loader	0	1.2	1.5

Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Sanitation Annual Assessment- Residential		
<u>Assessment Year</u>	<u>Single-Family/Multi-Family <5</u>	<u>Multi-Family >4</u>
2019-2020	\$215.49	\$145.93
2020-2021	\$234.88	\$159.06
2021-2022	\$234.88	\$159.06
2022-2023	\$246.62	\$167.01
2022-2023	\$258.37	\$174.97

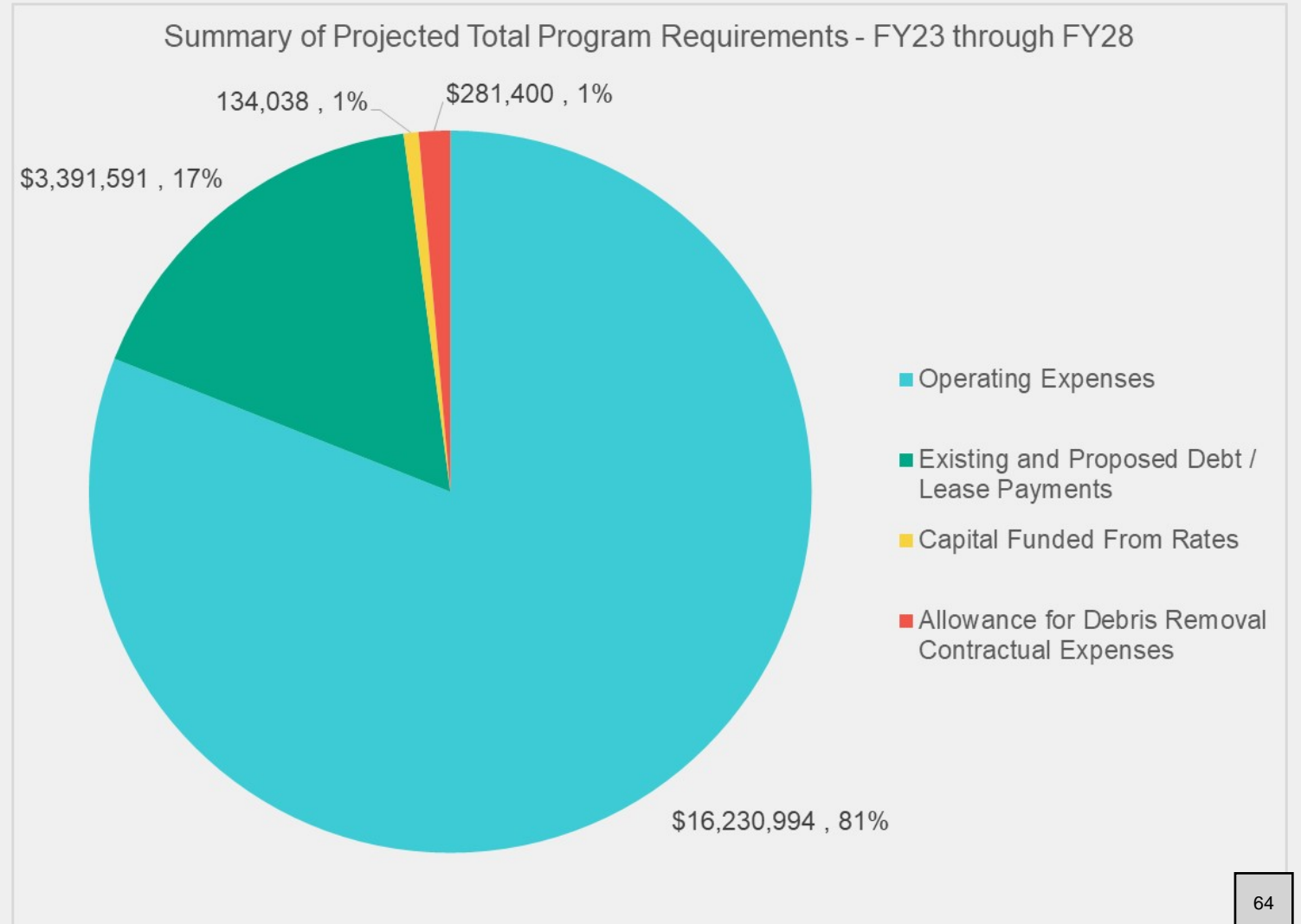


The 2023 Solid Waste Utility Rate Study



Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



Projected Revenues

- Annual revenues estimated at \$2.2 million per year
 - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



Principal Cost Drivers

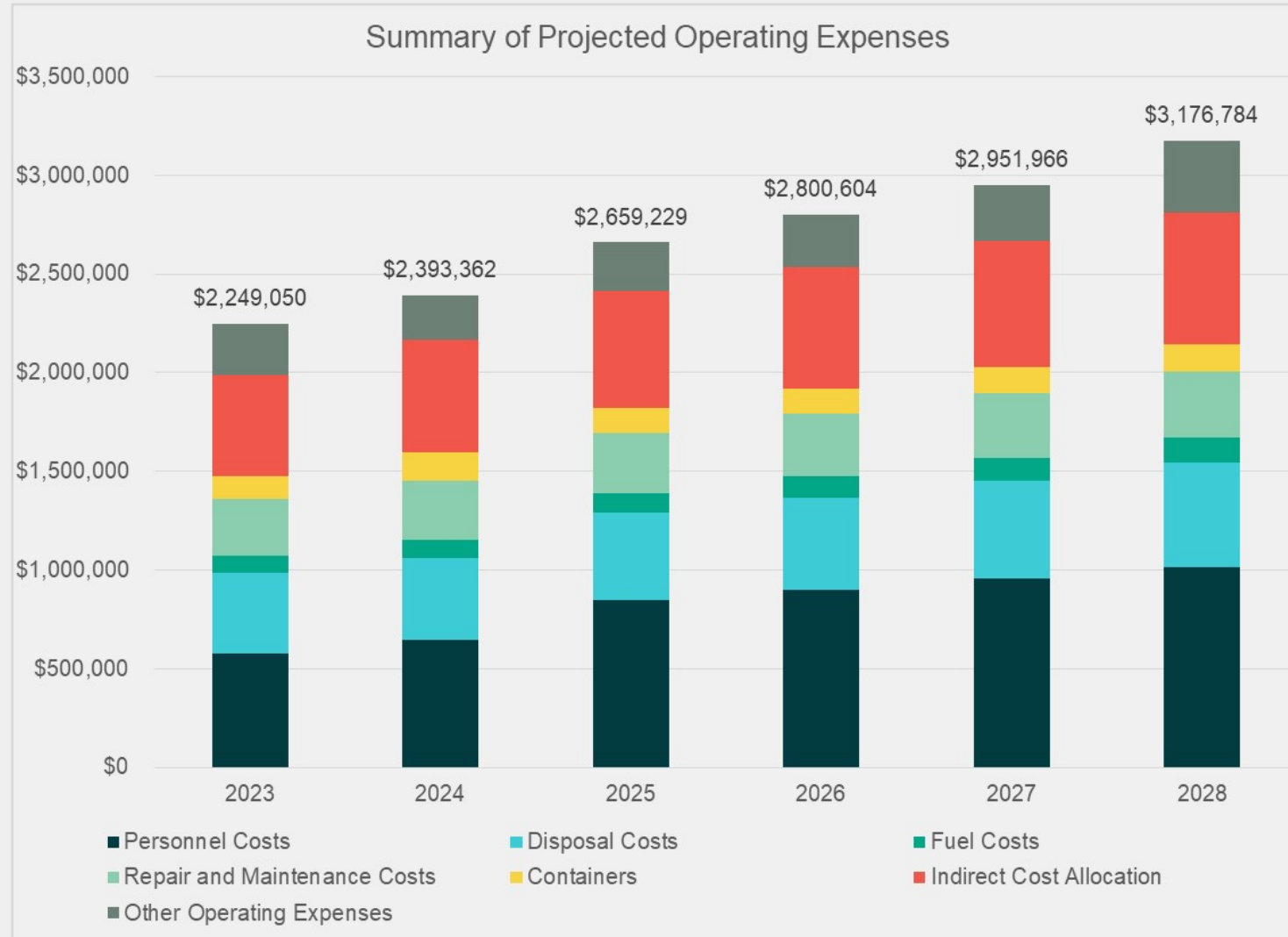
- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
 - › Service Interruptions
 - Emergency contract operations / limited providers
 - Urgent and specialized repair needs / sole source providers with little competition
 - Unable to shop around repair costs



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Some Sanitation Truck Operator positions vacant 12+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Projected Operating Expenses



Proposed Vehicle Replacement Timeline

2023

- **FEL 45**
(14 YRS.)
- **ASL 50**
(14 YRS.)

2025

- **CLAM 66**
(8 YRS.)
- **REAR 42**
(20 YRS.)

2029

- **CLAM 68**
(8 YRS.)

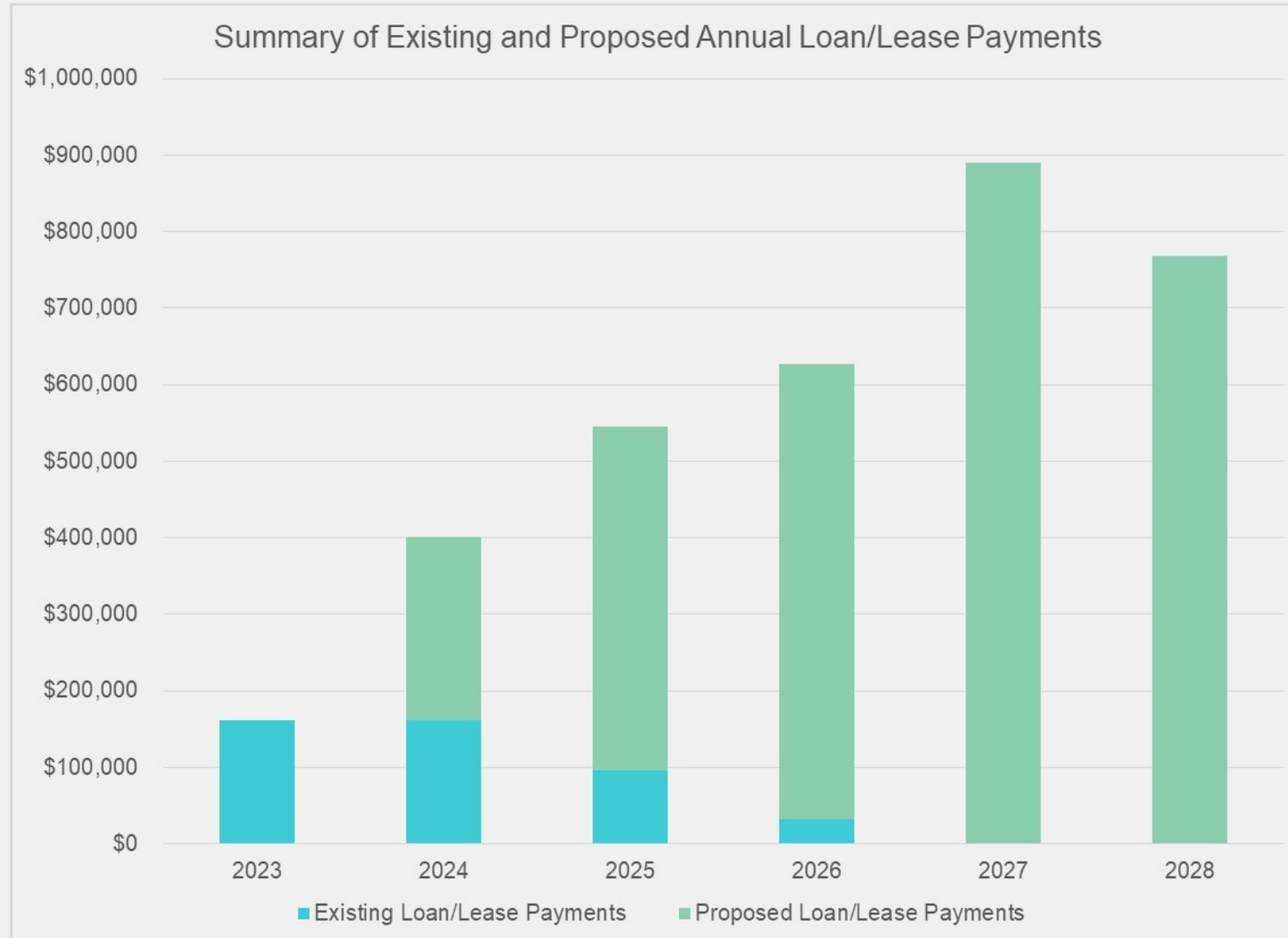
2024

- **FEL 44**
(8 YRS.)
- **ASL 51**
(8 YRS.)

2026

- **FEL 56**
(7 YRS.)
- **ASL 58**
(7 YRS.)
- **CLAM 67**
(8 YRS.)

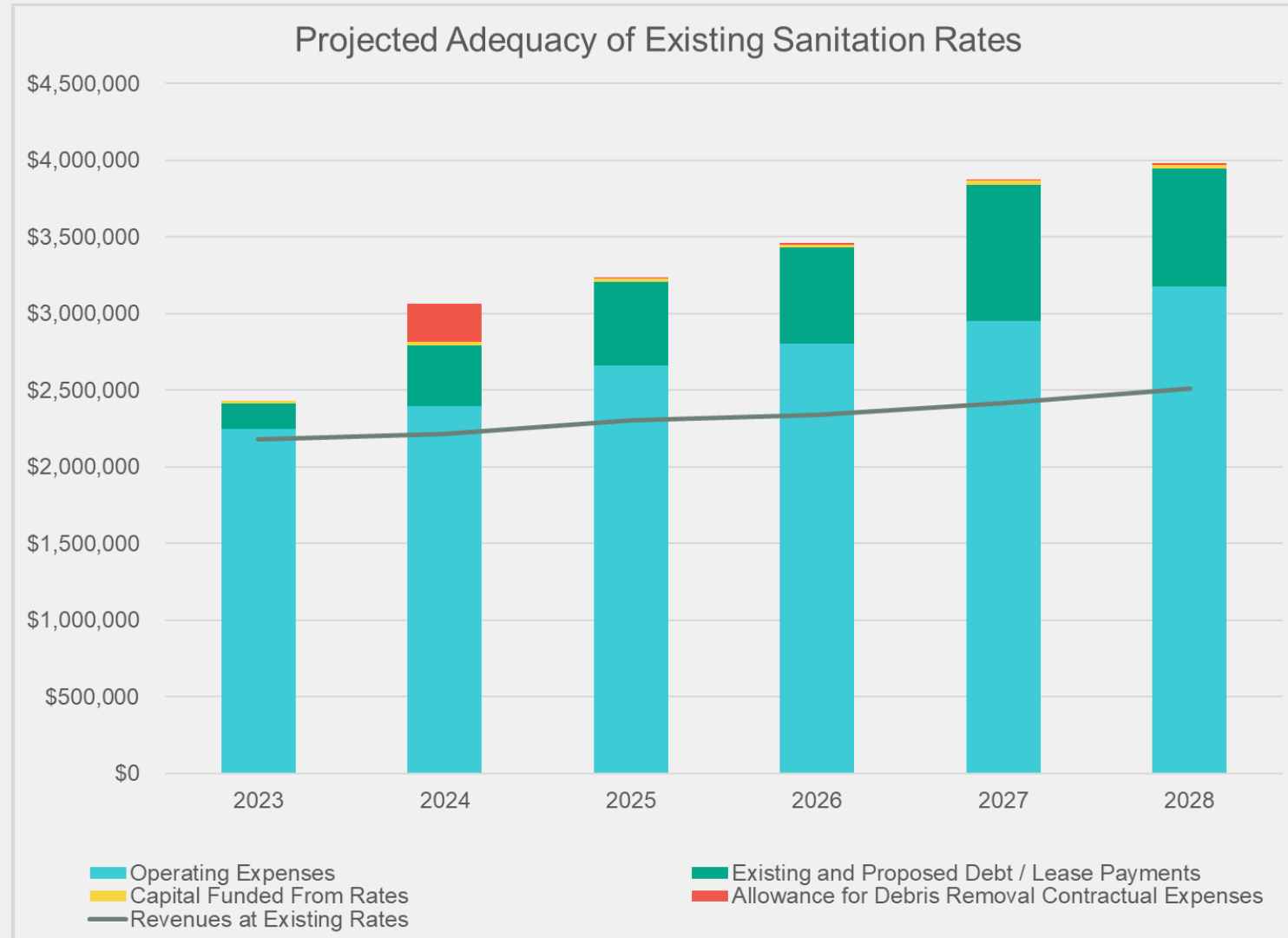
Projected Loan & Lease Payments



Proposed Reserve Requirements

- Based on discussions with Town staff, we established funding of an allowance account for contractual debris removal expenses for storm events
 - › Transfer of \$250,000 in FY24 as initial deposit
 - › Nominal annual deposits of approx. \$7,900 per year to keep pace with inflation (3% per year)
- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
 - › Additional deposits to the operating fund over the study period to target at least 90 days of reserves

Adequacy of Existing Rates



Proposed Solid Waste Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>
	<u>Sample – Monthly Fees for Dumpster Services</u>				
2 CY Dumpster – 1 Pickup / Week (\$98.02)	\$145.08	\$149.41	\$153.92	\$158.51	\$163.28
4 CY Dumpster – 1 Pickup / Week (\$196.04)	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
6 CY Dumpster – 1 Pickup / Week (\$294.06)	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84

- *A schedule of proposed fees included at the end of this Executive Summary*

Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
 - › Existing rates are not adequate to cover the current operations

Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
 - › The projected financial results were prepared based on the adopted service classifications
 - › The Town Commission should consider adopting the proposed rates through FY28

Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
 - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers



Questions & Comments



Proposed FY-24 Dumpster Fee Schedule

Cubic Yards	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
0.5	---	72.54	---	---	---
2	145.08	290.16	435.24	580.32	725.40
3	217.62	435.24	652.86	870.48	1088.10
4	290.16	580.32	870.48	1160.64	1450.80
6	435.24	870.48	1305.72	1740.96	2176.20
8	580.32	1160.64	1740.96	2321.28	2901.60

- Fee per EA (1) dumpster
- Fees billed monthly directly to customers utilizing dumpster services.





Appendix:

June 8, 2023

Workshop Presentation



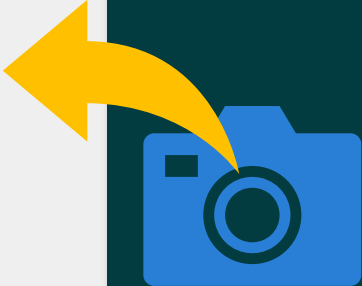
Town of Lake Park Solid Waste Utility

Follow-Up Meeting on the 2023 Solid Waste Rate Study

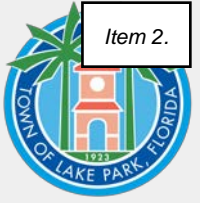
Public Works Department

June 8, 2023





**Please Scan to View
this Presentation on
your Device.**



Follow-Up Meeting Agenda

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments

Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Jeff Duvall** – Finance Director
- **Dwayne Bell** – Public Works Operations Manager
- **Fensely Wisdom and Jackie Harris** – Sanitation Foremen
- **Murray Hamilton** – Vice President, Raftelis
- **Shawn Ocasio** – Manager, Raftelis

Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



Solid Waste Utility – Background

- **2021/2022 Mixed-Solid Waste Collection and Disposal Production:**
 - › **30.6-Million** pounds of garbage
 - › **8.9 Million** pounds of bulky trash/vegetation debris
 - › **2.3 Million** pounds of recyclable materials



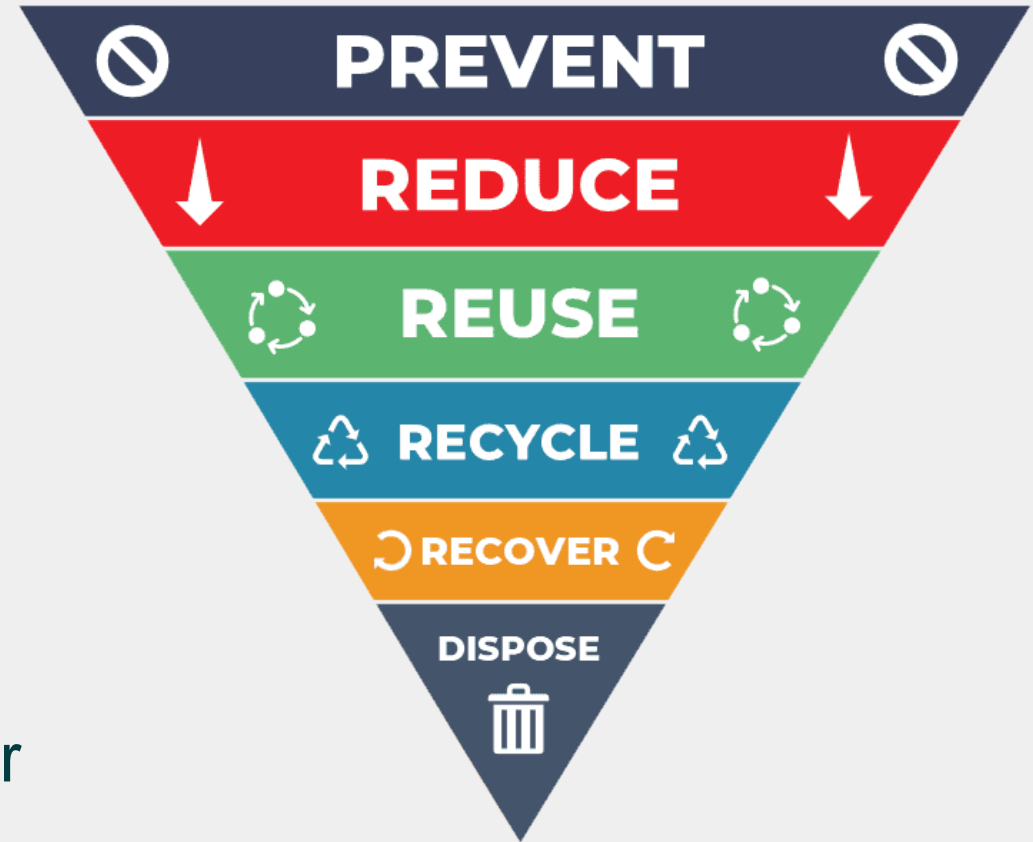
Solid Waste Utility – Background



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

Solid Waste Utility – Background

- **Where does your trash go?**
 - › All solid waste and vegetation debris is transported to Palm Beach County Solid Waste Authority's (SWA) North County Transfer Station
 - › Recyclable materials are sorted, packaged and commercialized
 - › Solid waste is incinerated to generate electrical energy; leftover materials are neutralized stored underground.



Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
 - › **Supervisors (2)**
 - › **Sanitation Truck Operator I (3)**
(Some vacant 12 months)
 - › **Sanitation Truck Operator II (3)**
(Some vacant 12+ months)
 - › **Sanitation Truck Operator Trainee (1)**



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) collection trucks:

Automatic Side Loader (ASL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

Asset (# in Fleet)	Needed for Daily Operations	1:1.2 Ratio	1:1.5 Ratio
Automatic Side Loader	2	2.4	3
Front-End Loader	2	2.4	3
Grapple (Clamshell) Truck	2	2.4	3
Rear Loader	0	1.2	1.5

Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Sanitation Annual Assessment- Residential		
<u>Assessment Year</u>	<u>Single-Family/Multi-Family <5</u>	<u>Multi-Family >4</u>
2019-2020	\$215.49	\$145.93
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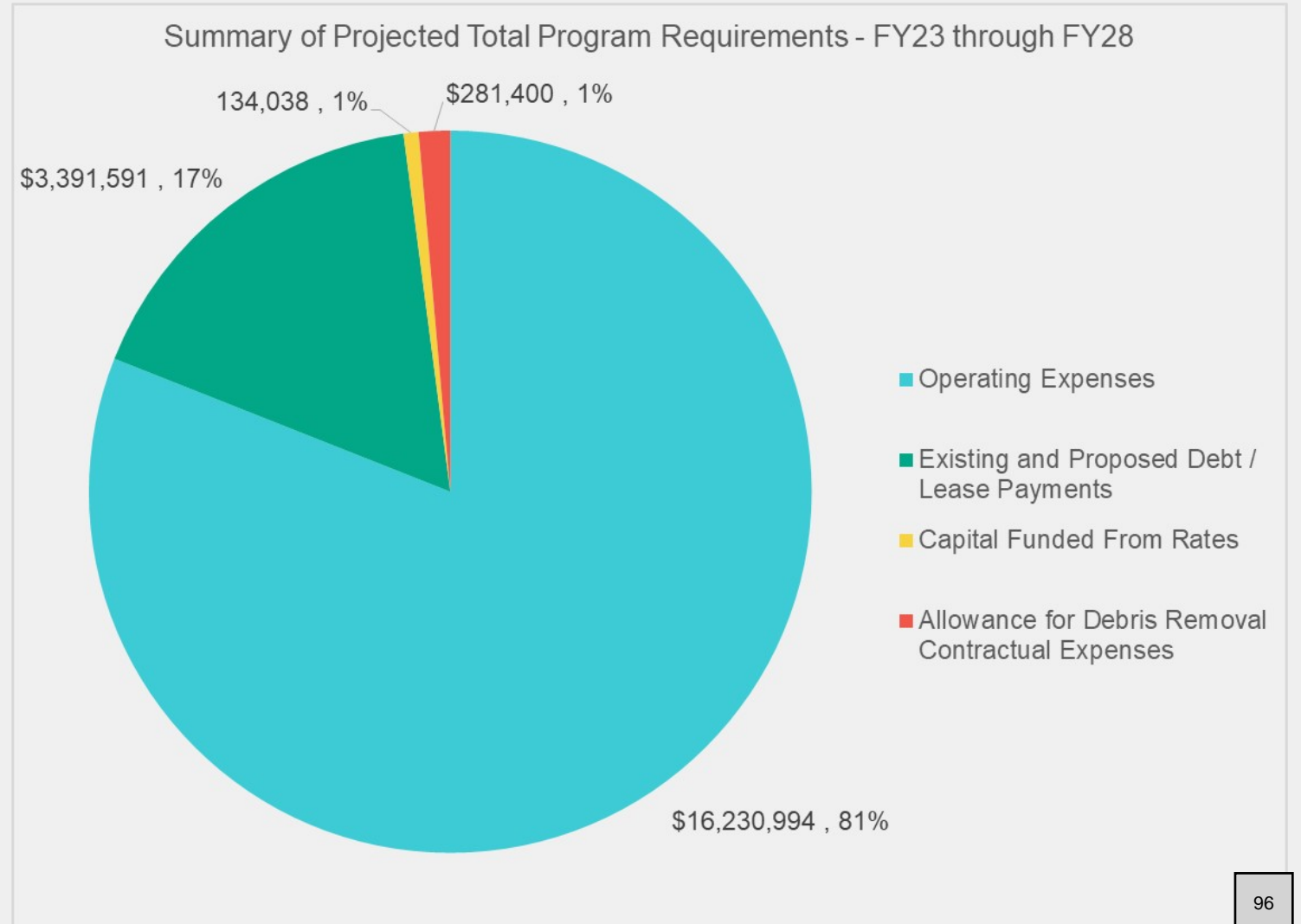


The 2023 Solid Waste Utility Rate Analysis



Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



Principal Cost Drivers

- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
 - › Service Interruptions
 - Emergency contract operations / limited providers
 - Urgent and specialized repair needs / sole source providers with little competition
 - Unable to shop around repair costs



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Some Sanitation Truck Operator positions vacant 12+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Authorization

- The Solid Waste Utility has almost exhausted its reserves
 - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$265,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Solid Waste Utility Rate Analysis



Study Objectives

- Develop a funding strategy to pay for Solid Waste Utility operations, maintenance and vehicle replacement needs
 - › Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses
 - Proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system
- Estimate revenue requirements to be recovered from solid waste rates
- Identify the need for future rate adjustments

Study Tasks

- Prepare a financial forecast
 - › Fiscal years 2023 through 2028
- Develop projections of:
 - › Disposal requirements and revenues
 - › Operating expenses
 - › Fleet replacement program & funding
 - › Cash reserve requirements
 - › Adequacy of revenues at existing rates

Discussion Topics

Major Study Assumptions

Revenues and Expenses

Capital Leases and Minor Equipment

Summary of Current Operations

Conclusions & Recommendations

Projected Revenues

- Annual revenues estimated at \$2.2 million per year
 - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



Projected Operating Expenses

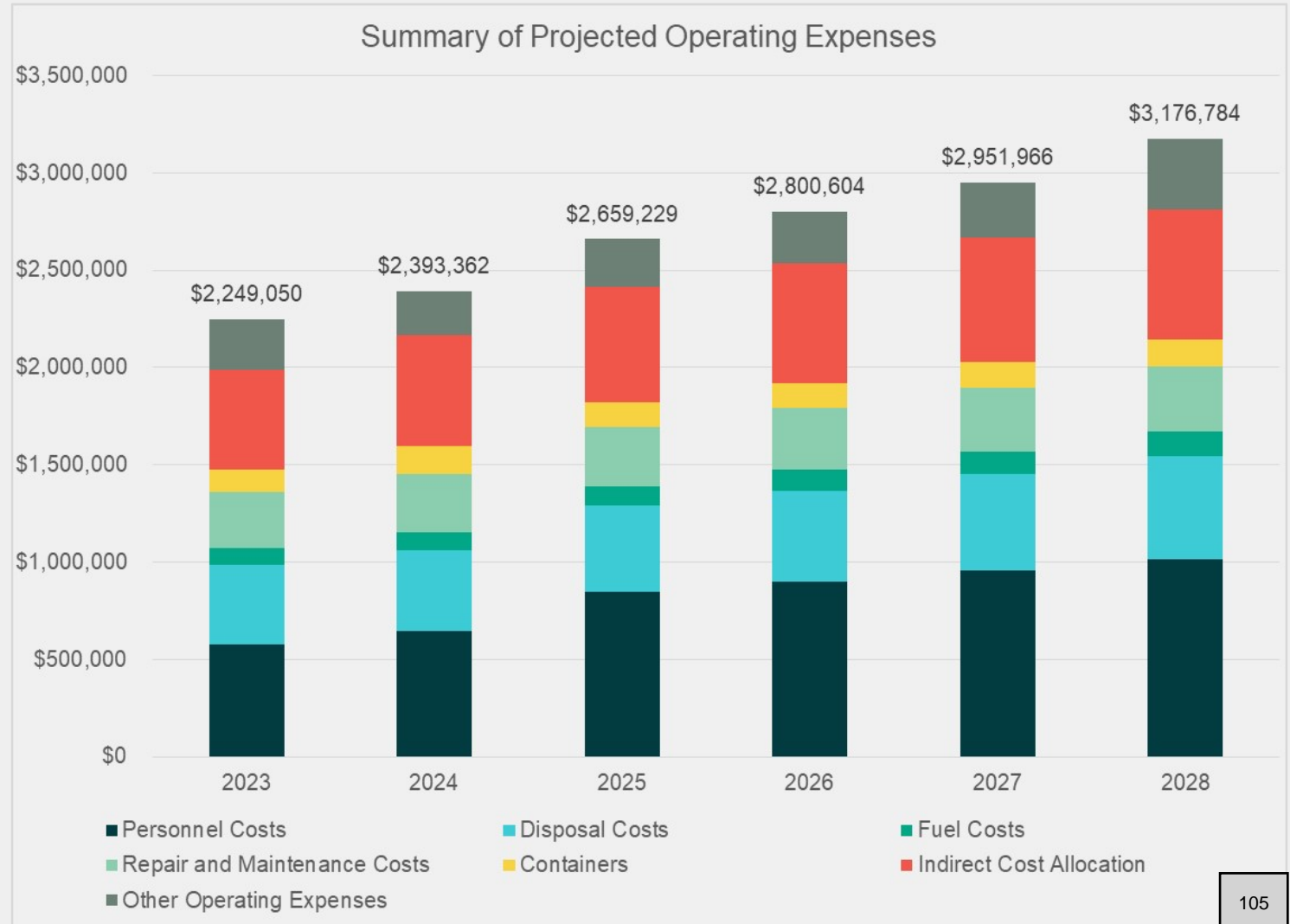
- Based on the adopted FY23 budget of \$2.2 million [*]
 - › Adjustment made to disposal costs based on an estimated increase in the tonnage for 2023 of +\$92K
 - › Adjustment for operating and revenue contingencies of \$27K
- (1) Additional Sanitation Truck Operator II to be hired in FY25
 - › New operator required to support future customers connecting to the system based on planned development projects
- (1) Additional Solid Waste Code Officer to be hired in FY25
- Projections include costs associated with fleet repairs and maintenance over the study period

[*] Excludes capital outlay, capital lease installments, and loan payments to General Fund.

[K] Thousands

Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
 - › Labor: 11% (FY24); then 4% per year
 - › Health & Liability Insurance: 15% per year
 - › Fuel & Utilities: 5% per year
 - › General Inflation: 3% per year



Vehicle Replacements & Minor Equipment

- Total vehicle replacement / capital program of \$4.0 million
 - › Replacement of 10 trucks - \$3.9 million (proposed capital leases)
 - 3 Front end loader trucks
 - 3 Side loader trucks
 - 3 Grapple trucks
 - 1 Rear loader trucks
 - › Other capital outlay - \$0.1 million (rate funded)
 - Minor equipment and machinery

Proposed Vehicle Replacement Timeline

2023

- **FEL 45**
(14 YRS.)
- **ASL 50**
(14 YRS.)

2025

- **CLAM 66**
(8 YRS.)
- **REAR 42**
(20 YRS.)

2029

- **CLAM 68**
(8 YRS.)

2024

- **FEL 44**
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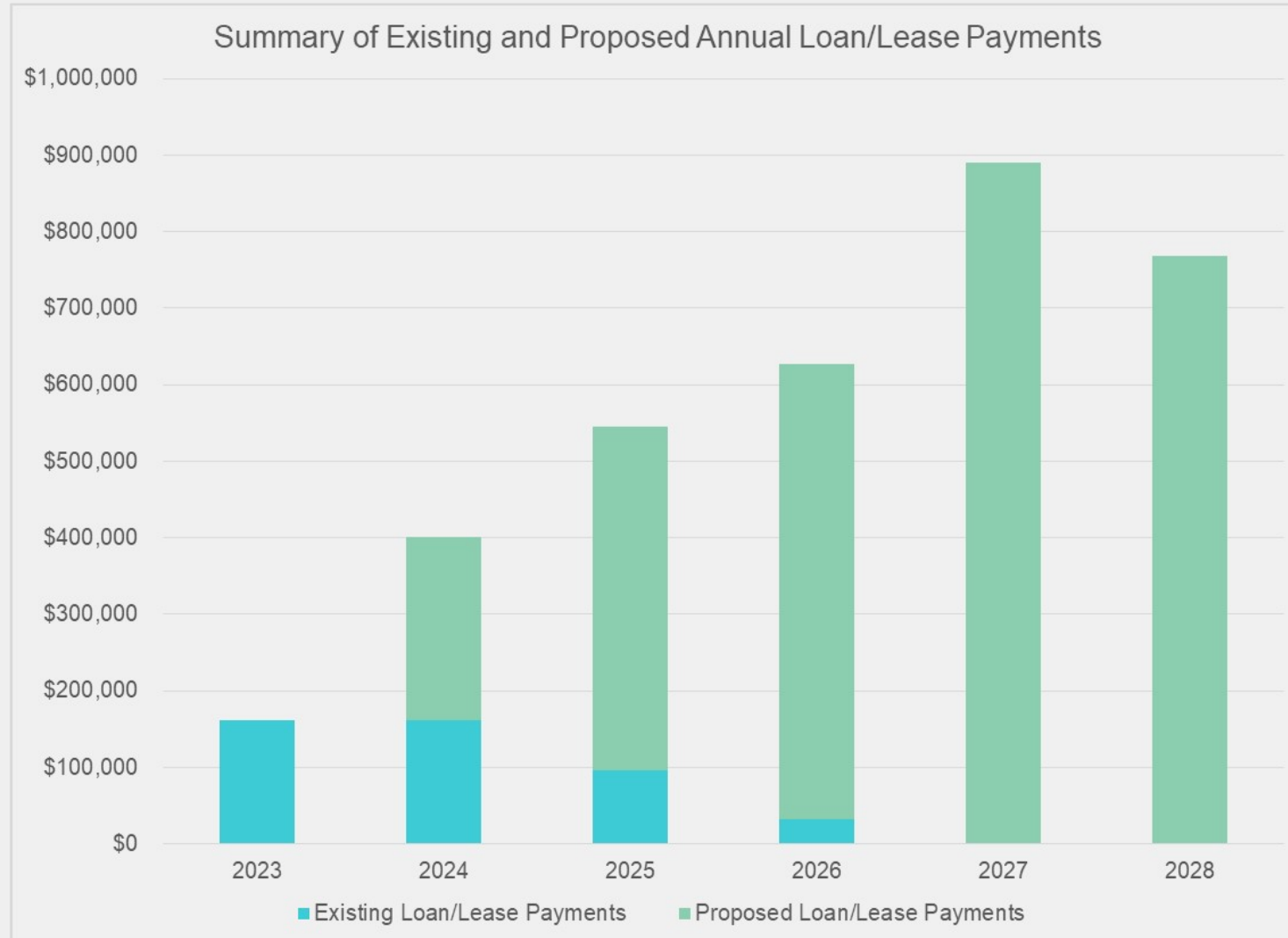
2026

- **FEL 56**
(7 YRS.)
- **ASL 58**
(7 YRS.)
- **CLAM 67**
(8 YRS.)

Projected Loans & Lease Payments

- Existing annual loan and lease payments of \$161,000 in FY23 decreasing to \$0 by FY26
 - › Existing Side Loader lease of \$65,000 ends in FY24
 - › Existing Mack MD7 Grapple Truck lease of \$65,000 ends in FY25
 - › General Fund Loan of \$31,000 ends in FY26
- Proposed annual capital lease payments starting in FY24 at \$239,000 and increasing to \$768,000 by FY28
 - › All proposed capital leases assume 4-year payback term and interest rate between 5.99% - 6.75%

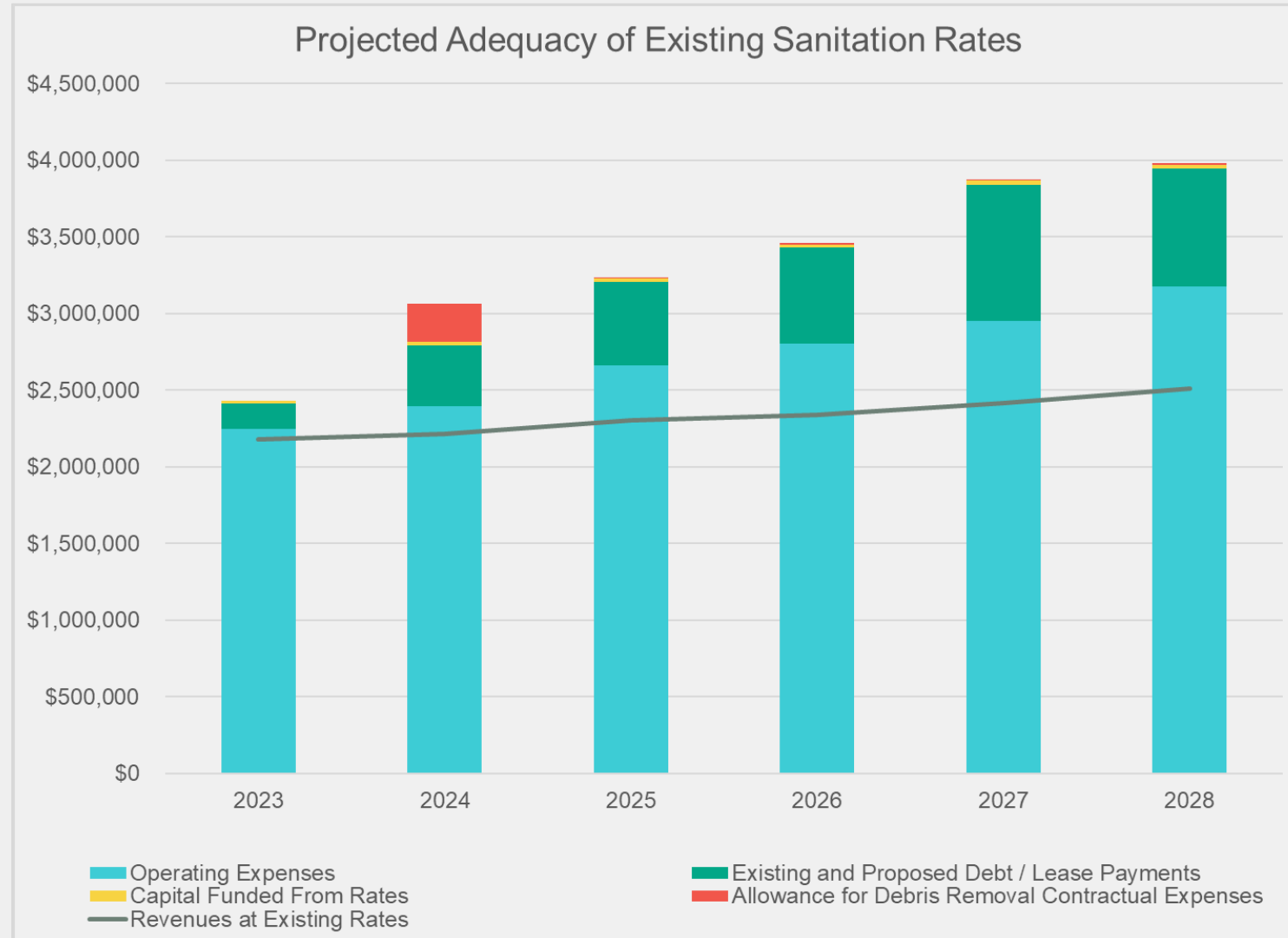
Projected Loan & Lease Payments (cont.)



Other Revenue Requirements

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 - › Transfer of \$250,000 in FY24 as initial deposit
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- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
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Adequacy of Existing Rates



Proposed Solid Waste Rates

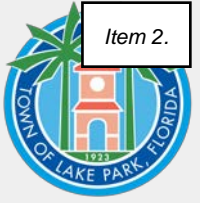
Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>
	<u>Sample – Monthly Fees for Dumpster Services</u>				
2 CY Dumpster – 1 Pickup / Week (\$98.02)	\$145.08	\$149.41	\$153.92	\$158.51	\$163.28
4 CY Dumpster – 1 Pickup / Week (\$196.04)	\$290.16	\$298.83	\$307.84	\$317.03	\$326.56
6 CY Dumpster – 1 Pickup / Week (\$294.06)	\$435.24	\$448.24	\$461.76	\$475.54	\$489.84

Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
 - › Existing rates are not adequate to cover the current operations

Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
 - › The projected financial results were prepared based on the adopted service classifications
 - › The Town Commission should consider adopting the proposed rates through FY28



Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
 - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

Q&A


Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers

Connect with Us!



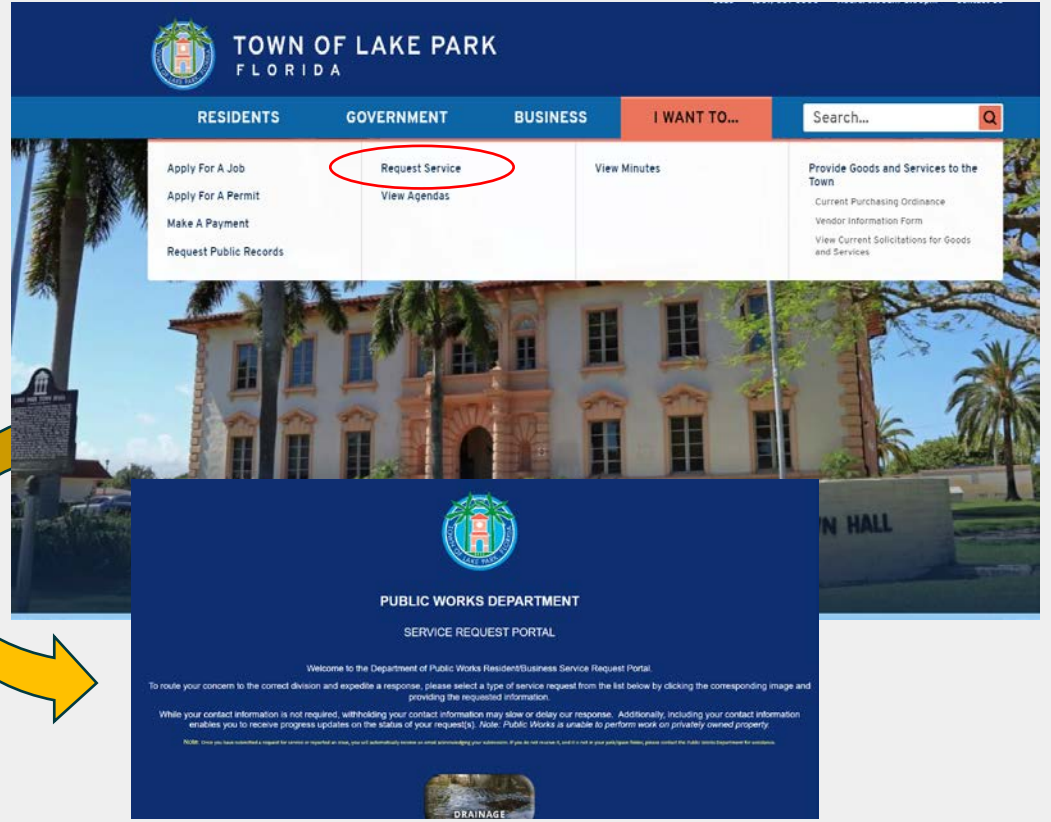
- New Service Request Portal
 - › Request Service
 - › Report Issues

 (561) 881-3345

 publicworks@lakeparkflorida.gov



SCAN AND
BOOKMARK
ME!



TOWN OF LAKE PARK
FLORIDA

RESIDENTS GOVERNMENT BUSINESS I WANT TO... Search...

Request Service

PUBLIC WORKS DEPARTMENT
SERVICE REQUEST PORTAL

Welcome to the Department of Public Works Resident/Business Service Request Portal.

To route your concern to the correct division and expedite a response, please select a type of service request from the list below by clicking the corresponding image and providing the requested information.

While your contact information is not required, withholding your contact information may slow or delay our response. Additionally, including your contact information enables you to receive progress updates on the status of your request(s). Note: Public Works is unable to perform work on privately owned property.

NOTE: Once you have submitted a request for service or report an issue, you will automatically receive an email acknowledging your submission. To get the full picture, look it up in your publicworks portal. Please contact the Public Works Department for assistance.

DRAINAGE



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Agenda Item No.

Agenda Title: June 7, 2023 Regular Commission Meeting Minutes.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town
of Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.
gov, c=US
Date: 2023.06.12 14:28:51 -04'00' Date: _____

Laura Weidgans, Deputy Town Clerk
Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Minutes Exhibits A-D, Public Comment Cards
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case LW____. Please initial one.

Recommended Motion: I move to approve the June 7, 2023 Regular Commission Meeting Minutes.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 6/7/2023

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: MARTY DAUERPORT
Address: 232 EVERGREEN DR

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):
TAR INCREASE for Stormwater

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 6/07/2023

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: J. SULLIVAN
Address: 348 FLAGLER BLVD

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):
NEED FOR GREY F SHOOTING RANGE

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Item 3.

MEETING DATE: 06/07/2023

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*****Three (3) minute limitation on all comments**

Name: J SULLIVAN
Address: 348 FLAGLER BLVD

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I would like to make comments on the following Non-Agenda Item(s):

THE NRA EDDIE EAGLE GUN SAFETY PROGRAM FOR CHILDREN TO K4

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

Town of Lake Park Stormwater Utility

The 2023 Rate Study

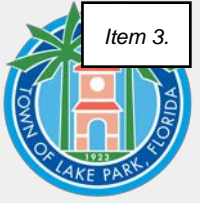
Public Works Department

June 7, 2023



Project Milestones

- On January 18, 2023, the Town Commission engaged Raftelis to prepare a stormwater rate study
- Town staff held a special workshop for residents and business owners on May 18, 2023
 - › A total of **3,687** Public notices (in three languages) were mailed two weeks prior to event; added to Town's website in April 2023
 - › The agenda and presentation materials were made available on the Town's website on May 17, 2023
 - › The presentation was also recorded for those who could not join the meeting in person



May 18th Workshop – Discussion Topics

1. Introductions
2. Stormwater Utility Background
3. Stormwater Utility Operations
4. The Stormwater Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Master Plan Funding Requirements
10. Conclusions and Recommendations
11. Q&A
12. Closing Comments



Executive Summary



Stormwater Utility – Background

- Required to manage stormwater runoff
 - › Improves quality of stormwater discharges by removing pollutants
 - › Protects the environment and wildlife habitat
 - › Protects public/private property from flood damage
- Drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes/structures.
- System discharges through 15 major outfalls to the Lake Worth Lagoon and the C-17 Canal.

Stormwater Utility – Background (cont.)

- Utility is permitted/regulated by Florida DEP.
- Aging drainage infrastructure is failing at a faster rate.
 - › An estimated **20%** of the 10.6 miles of pipe infrastructure should be replaced immediately
 - › Remaining pipe will need to be replaced over the next 20 years

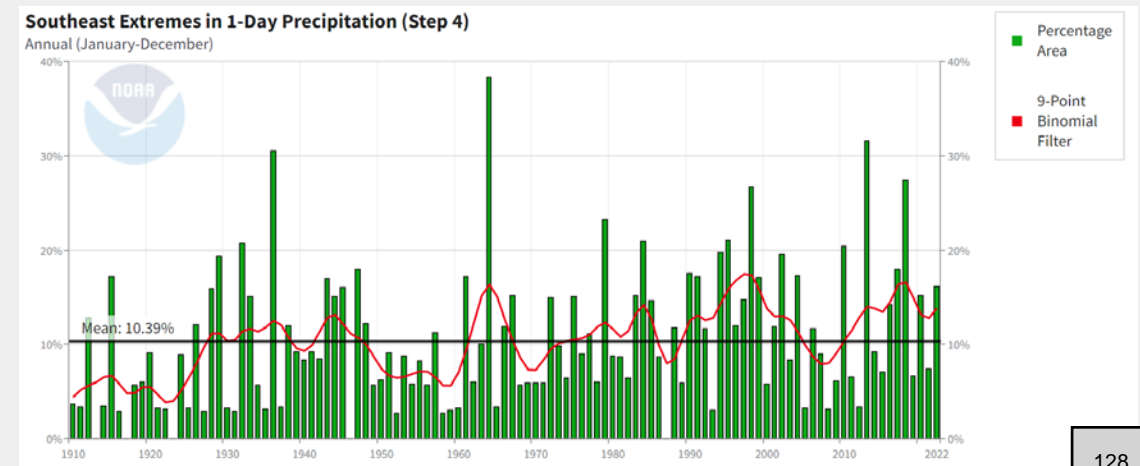


Stormwater Utility – Background (cont.)

- Climate Change and Sea-level Rise
 - › Climate change and environmental stressors pose a challenge to the drainage system’s capacity to handle storm events of both small and large magnitude.
 - › **NOAA:** Land/Ocean temperatures have increased an average of 0.14 degrees Fahrenheit per decade since 1880.
 - Predicts a 20-30% increase in extreme precipitation by 2050.



Ft. Lauderdale Int'l Airport, April 2023



Stormwater Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Monthly Rates per Equivalent Stormwater Unit (ESU)		
<u>Assessment Year</u>	<u>Monthly</u>	<u>Annual</u>
2018-2019	\$11.00	\$132.00
2019-2020	\$12.00	\$144.00
2020-2021	\$12.00	\$144.00
2021-2022	\$12.50	\$150.00
2022-2023	\$13.50	\$162.00

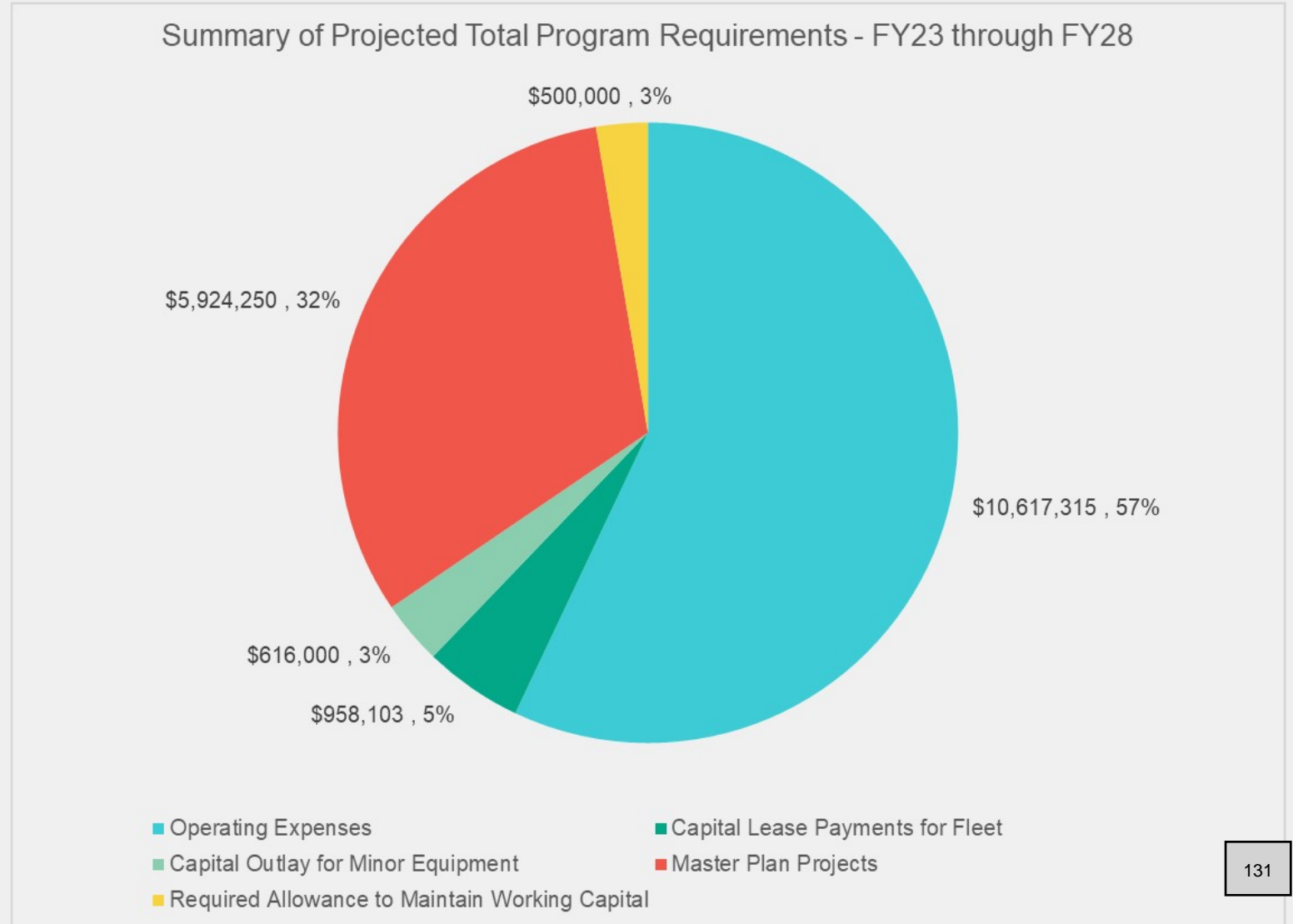


The 2023 Stormwater Utility Rate Study



Stormwater Program Requirements

- Total program needs through FY28 are estimated to exceed \$18.6 million



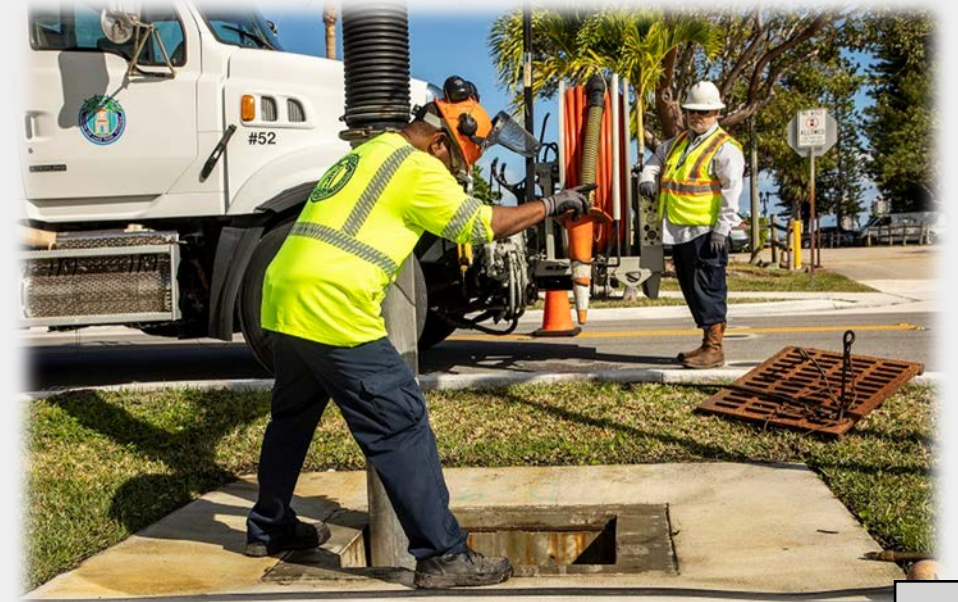
Projected Revenues

- Annual revenues estimated at \$1.1 million per year
 - › Most property owners take advantage of the 4% discount by paying early
- Due to changes in land use, the overall ESU count has decreased in recent years
- Town’s Stormwater Engineer provided a preliminary list of property developments that would add more than 600 new ESUs over study period.



Principal Cost Drivers

- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (24% of existing rates)
- High costs, frequency and severity of mechanical repairs. Replacement of major components due to aging fleet.



Principal Cost Drivers (cont.)

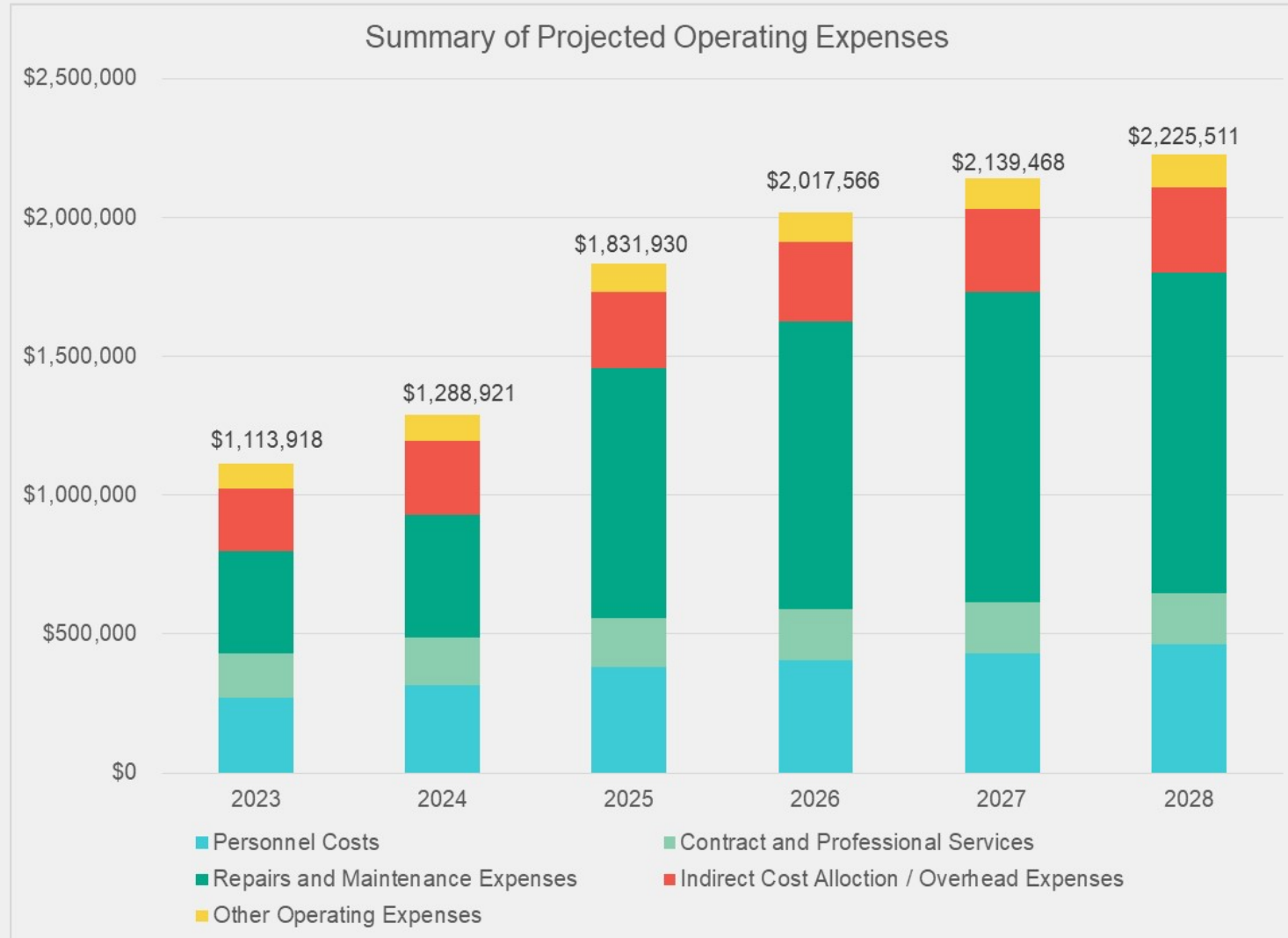
- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Stormwater Technician II positions vacant 18+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Principal Cost Drivers (cont.)

- Increased infrastructure repairs and maintenance costs
 - › Cure-in-place pipe / pipe replacements
- Newly identified master plan improvement projects
 - › Result of 20-year Needs Assessment, as required by State Law



Projected Operating Expenses



Capital Leases

- Existing Street Sweeper lease of \$55,000 ends in FY24
- Town staff provided a list of vehicle replacements with the following estimated lease payments:

Proposed Vehicle Replacements				
<u>Vehicle Name</u>	<u>Year Acquired</u>	<u>Replacement Year</u>	<u>Lead Time</u>	<u>Lease Payment [*]</u>
New Holland Skid Steer / Loader	2006	2024	2025	\$75,000[**]
Vac-Con Vacuum Truck	2009	2024	2026	\$190,000
Tymco Street Sweeper	2020	2026	2026	\$92,000

[*] Lease term assumed to be 4-years at a 5.27% annual interest rate.
 [**] One time payment of approximately \$75,000.00.

Recurring Capital Outlay

- Town staff provided a list of minor capital outlay and equipment funding of under \$100,000 per year to address the following system needs:
 - › Asset Management
 - › Quick View Camera
 - › Replacement Generator
 - › Stormwater & Grounds Maintenance
 - › Stormwater Heavy Equipment Transport
 - › Stormwater and Equipment Maintenance
 - › Pump Station Monitoring and Maintenance

Summary of Current Operations (Excludes Master Plan Improvement Projects)



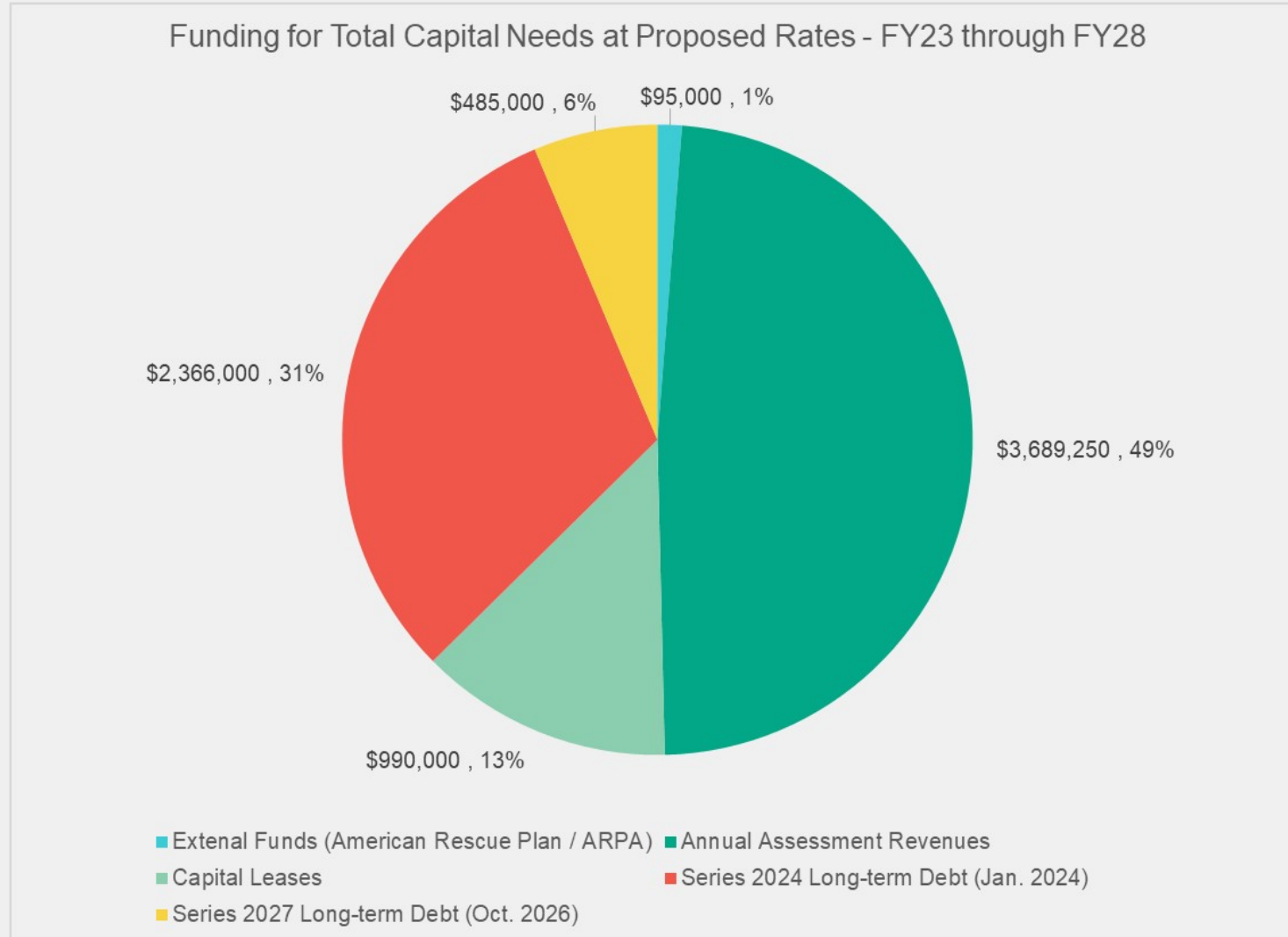
Master Plan Improvement Projects

- Town prepared a master plan to address the system’s deficiencies that were identified in the 20-year Needs Assessment
 - › The Needs Assessment was prepared as required by State Law
- Project improvements necessary to address system rehabilitation and resiliency total more than \$20 million
 - › Reflects the estimated “present value” expenditures before considering future cost increases resulting from inflation

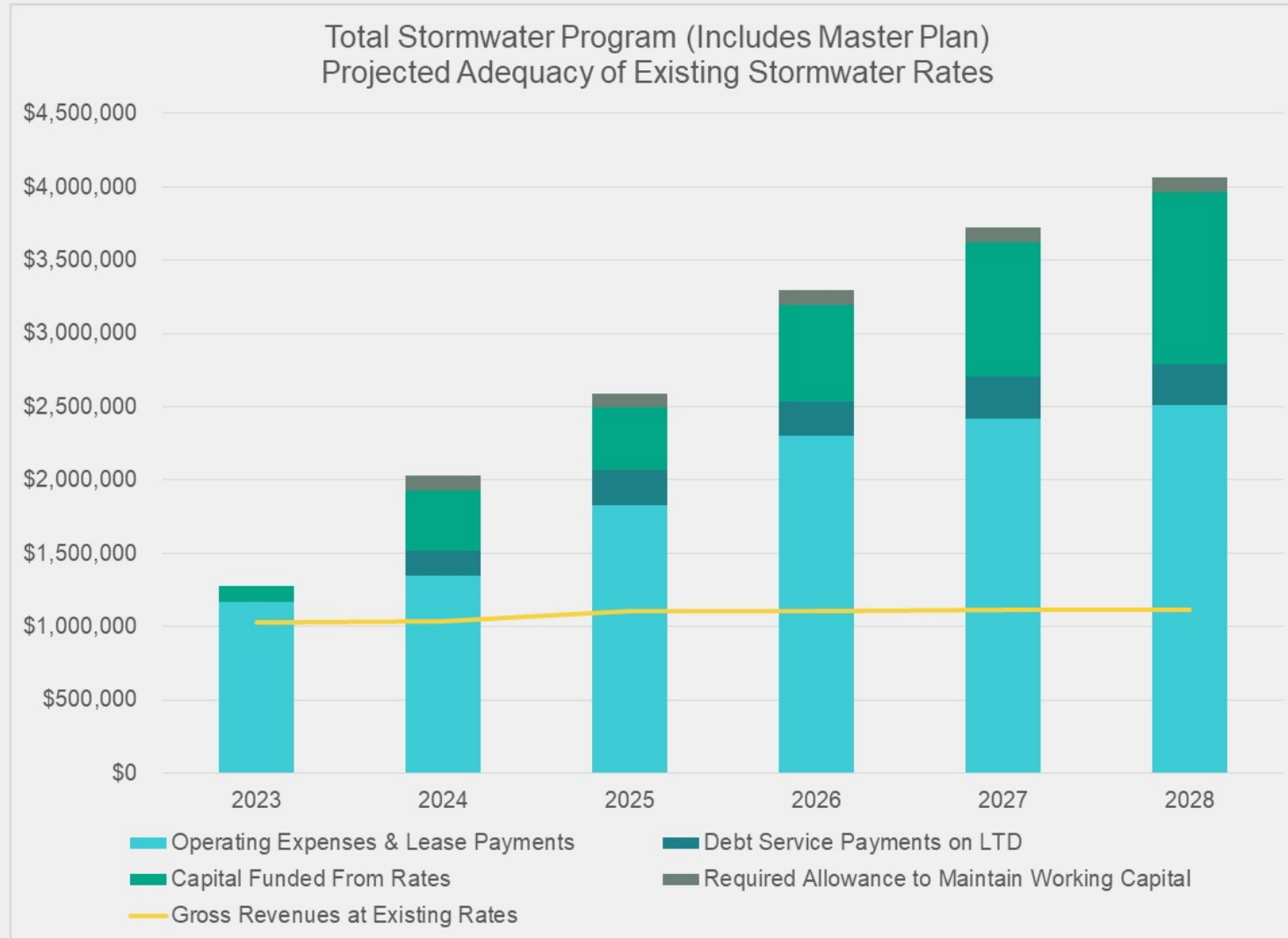
Master Plan Improvement Projects (cont.)

- For the study period, we included an allowance of approximately \$1.2 million per year (FY24-28)
 - › Based on discussions with Town staff, no grant revenues have been assumed in the near-term
 - Future grant awards, if any, must be used for selected improvements and typically require a “match” of utility funds
 - › Town has a hired full-time grant writer who will assist the utility with applying for future grants

Total Funding for Proposed Capital Needs



Adequacy of Existing Rates



Exclusions: What costs are not captured in the rate study results?

- System expansion into areas that do not have service yet
 - › Town staff will seek grant funding
- Unknown capital maintenance and replacement needs
 - › Town staff only able to inspect up to 10% of the system in any year
 - Major unforeseen failures may be likely
- Funding for emergencies
 - › Study recommendations begin moving the utility to provide some cash reserves to meet minimum operating needs
 - › Proposed rates may do little to create a sustainable, reserve fund to address emergencies

Proposed Stormwater Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program (Including Master Plan Improvements)					
Percent Rate Increase	89%	26%	26%	13%	9%
Proposed Monthly Charge per ESU (Current Fee \$13.50)	<u>\$25.52</u>	<u>\$32.16</u>	<u>\$40.52</u>	<u>\$45.79</u>	<u>\$49.91</u>
Proposed Annual Assessment per ESU (Current Fee \$162.00)	\$306.24	\$385.92	\$486.24	\$549.48	\$598.92

Key Benefits

- Phased-in approach
- Utility becomes self-sufficient after FY-28
- Builds Reserves over time
- Under certain conditions, rates may be adjusted based on grants revenue

Conclusions & Recommendations

1. The stormwater utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been depleted
2. Town Commission should consider adopting a reserve policy for the stormwater utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target reserve balance of at least 90 days of annual expenditures

Conclusions & Recommendations (cont.)

3. Existing rates are not adequate to cover the current operations
 - › Additional adjustments are also needed to adequately fund the Town's master plan improvement projects
4. Town Commission should consider borrowing a portion of the capital improvements in order to phase in the proposed assessments over time
 - › The maximum proposed monthly rate is \$49.91 per ESU or \$598.92 annually for each residential dwelling unit (FY-28)
 - A phase-in schedule is provided on Slide 37
5. This study should be updated within 5-years

Next Steps & Timeline

- **January-May 2023:** Stormwater Rate Analysis
- **May 18, 2023:** Follow-up Meeting on the Stormwater Rate Analysis
- **June 7, 2023:** Presentation to Town Commission on findings and recommendations from Stormwater rate analysis (for discussion only)
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Questions & Comments





Appendix:

May 18, 2023

Workshop Presentation



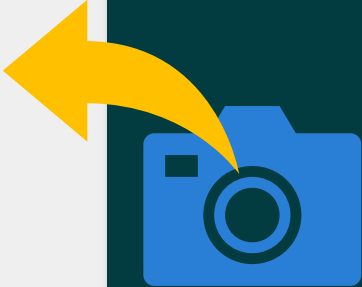
Town of Lake Park Stormwater Utility

Follow-Up Meeting on the 2023 Stormwater Rate Study

Public Works Department

May 18, 2023





**Please Scan to View
this Presentation on
your Device.**

Follow-Up Meeting Agenda

1. Introductions
2. Stormwater Utility Background
3. Stormwater Utility Operations
4. The Stormwater Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Master Plan Funding Requirements
10. Conclusions and Recommendations
11. Q&A
12. Closing Comments

Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Dwayne Bell** – Operations Manager
- **Murray Hamilton** – Vice President, Raftelis
- **John Wylie** – Stormwater Infrastructure Foreman

Stormwater Utility – Background

- Required to manage stormwater runoff
 - › Improves quality of stormwater discharges by removing pollutants
 - › Protects the environment and wildlife habitat
 - › Protects public/private property from flood damage
- Drainage system consists mostly of grassed swales for conveyance of runoff to catch basins and underground pipes/structures.
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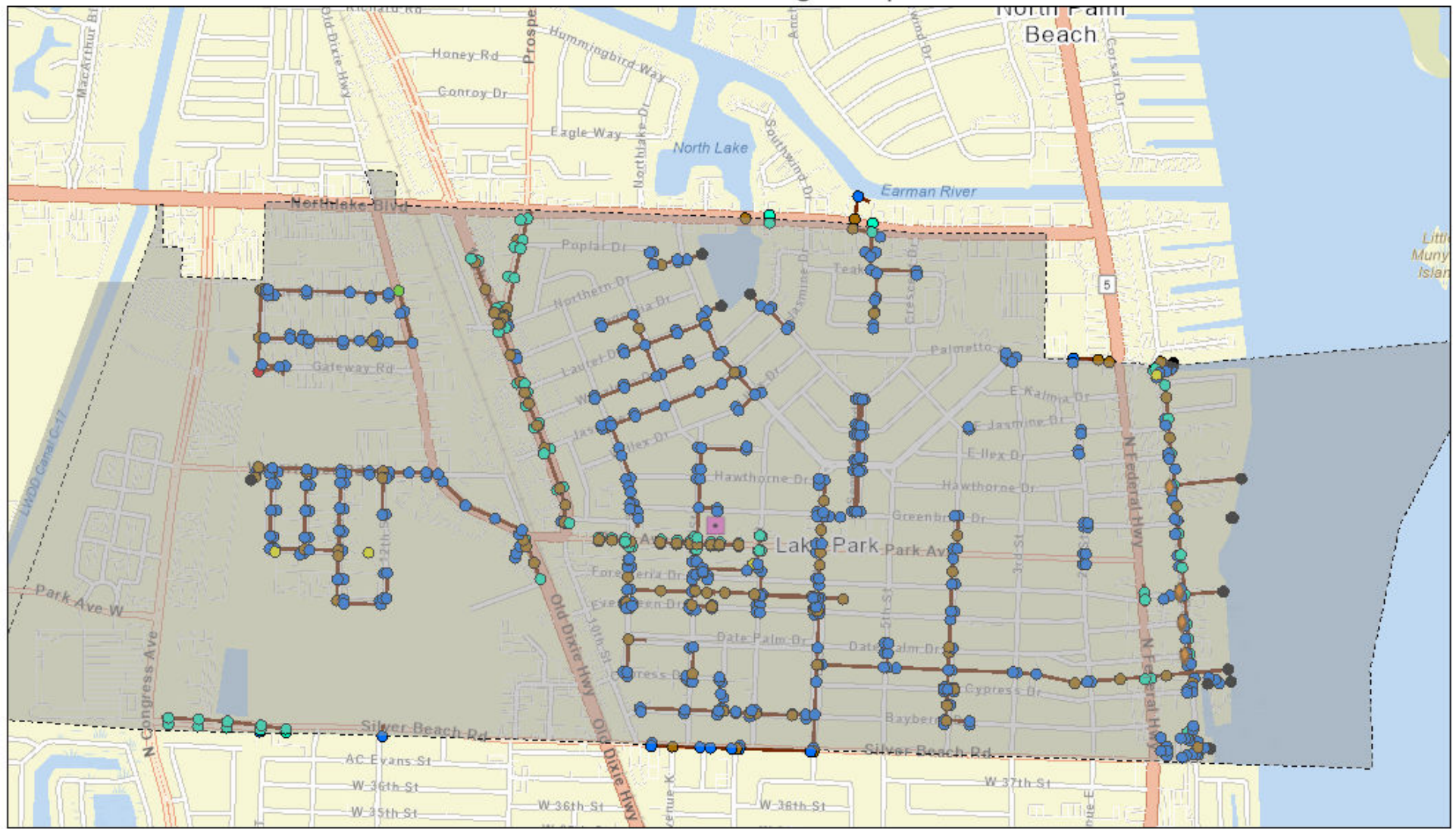
Stormwater Utility – Background (cont.)

- Utility is permitted/regulated by Florida DEP.
- Aging drainage infrastructure is failing at a faster rate.
 - › An estimated **20%** of the 10.6 miles of pipe infrastructure should be replaced immediately
 - › Remaining pipe will need to be replaced over the next 20 years



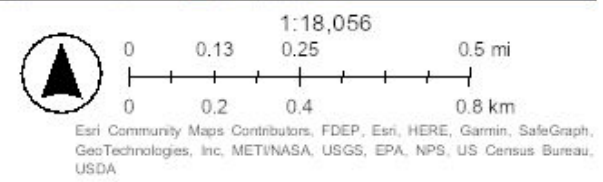
Lake Park Drainage Map

Item 3.



5/12/2023

- | | | | |
|---------------------------|--------------------|--------------|---------------------------|
| TOLP Boundary 2020 FL83EF | Catch Basin Inlet | French Drain | Straight Concrete Endwall |
| Box Culvert | Curb Inlet | Gutter Inlet | Yard Drain |
| Pump Station | Ditch Bottom Inlet | Headwall | Pipes |
| | Manhole | Boundary | |

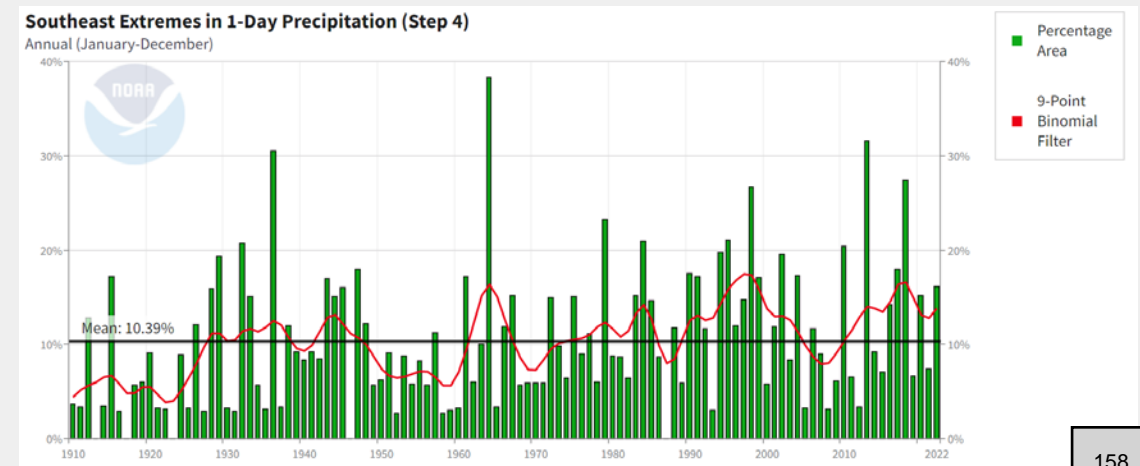


Stormwater Utility – Background (cont.)

- Climate Change and Sea-level Rise
 - › Climate change and environmental stressors pose a challenge to the drainage system’s capacity to handle storm events of both small and large magnitude.
 - › **NOAA:** Land/Ocean temperatures have increased an average of 0.14 degrees Fahrenheit per decade since 1880.
 - Predicts a 20-30% increase in extreme precipitation by 2050.



Ft. Lauderdale Int'l Airport, April 2023



Stormwater Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Monthly Rates per Equivalent Stormwater Unit (ESU)		
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2021-2022	\$12.50	\$150.00
2022-2023	\$13.50	\$162.00

Stormwater Utility – Background (cont.)

- **Authorized Staff:**

- Stormwater Maintenance Division is assigned four (4) full-time employees:
 - › **Supervisor**
 - › **Stormwater Technician II**
(vacant 19 months)
 - › **Stormwater Technician II**
(vacant 7+ months)
 - › **Stormwater Technician I**

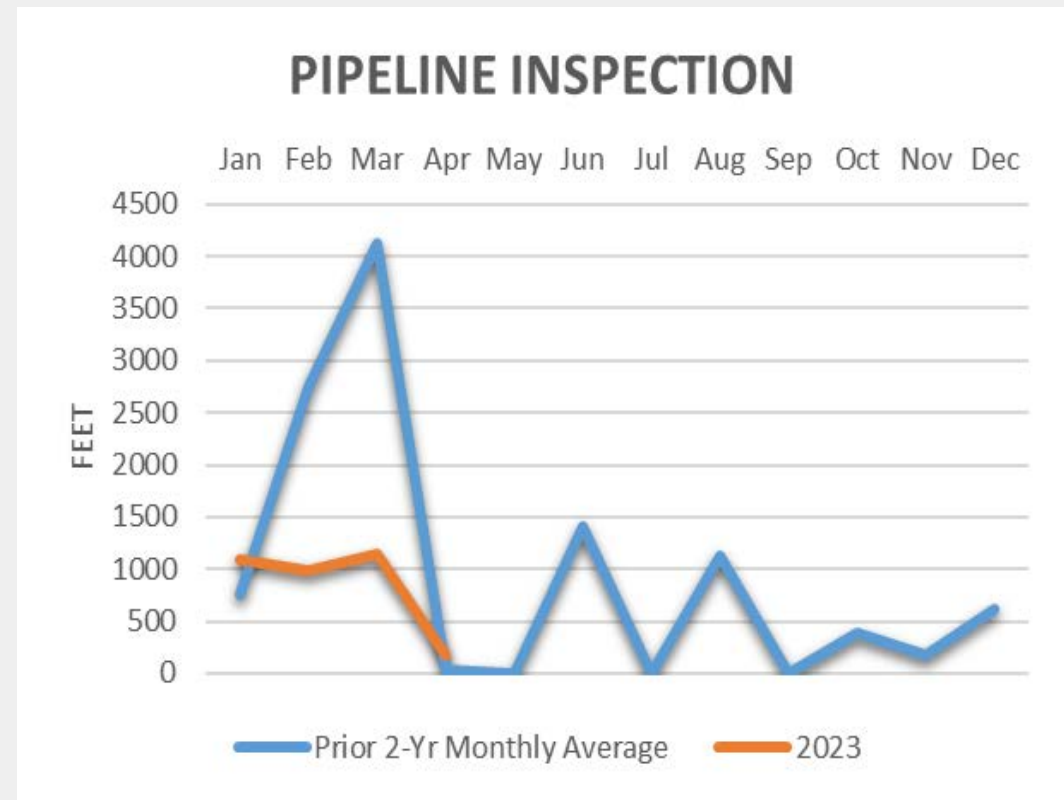
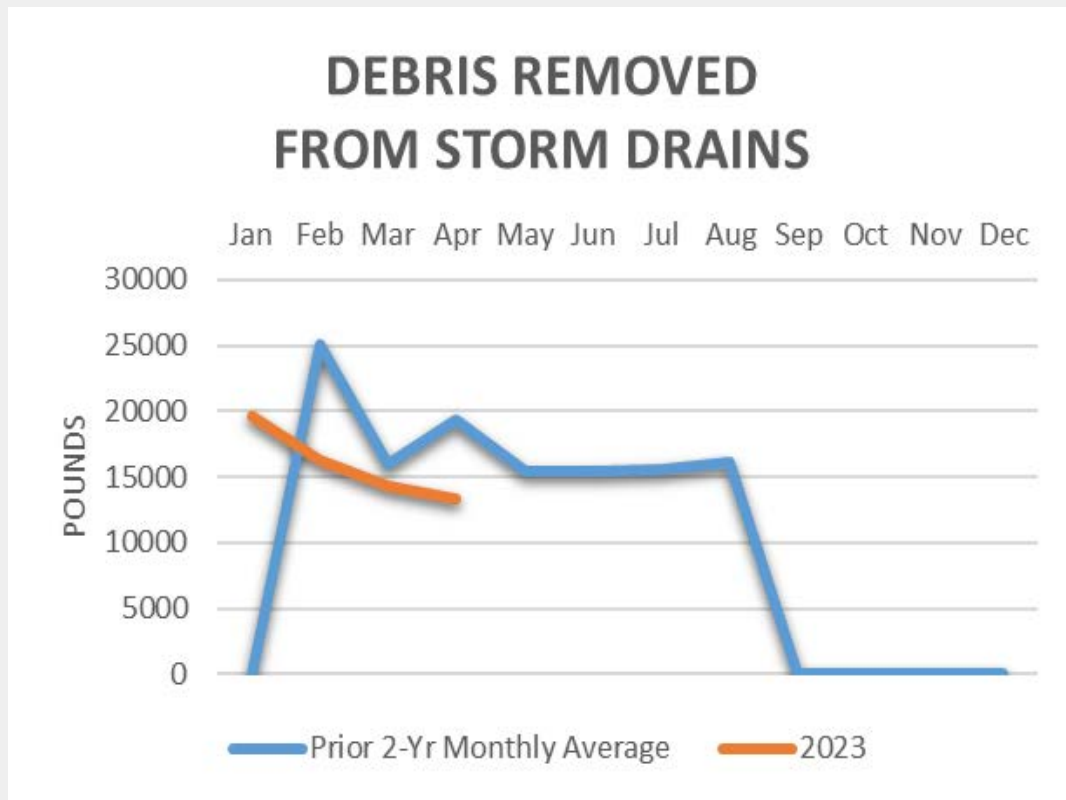


Stormwater Utility – Background (cont.)

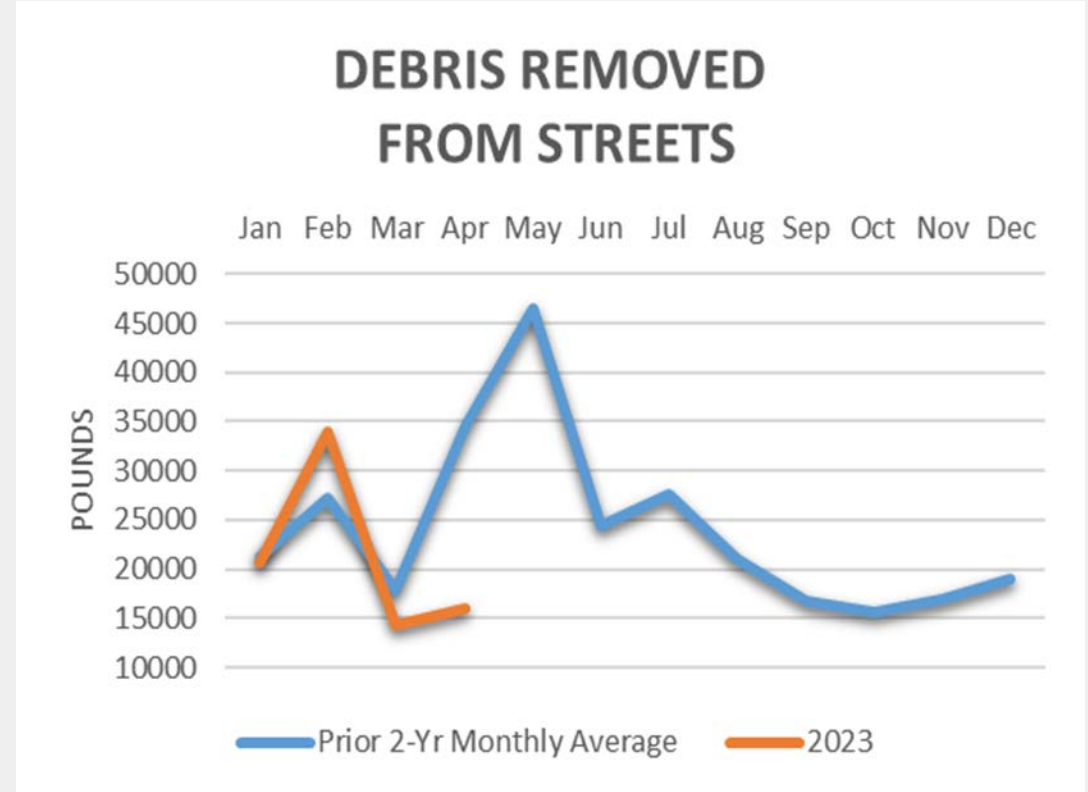
- Assigned Equipment/Trucks:
 - › Frequent out-of-service periods and operational disruptions
 - › Recommended Service Life: 7 Years (Yrs.)

Equipment	Years in Service	Years Past Service Life
Street Sweeper (2020)	3 Yrs.	N/A
Vacuum Truck (2009)	14 Yrs.	7 Yrs.
Backhoe (2008)	15 Yrs.	8 Yrs.
Skid Steer Loader (2006)	17 Yrs.	10 Yrs.
Farm Tractor (2006)	17 Yrs.	10 Yrs.
Mower (2004)	19 Yrs.	12 Yrs.
Average:	14 Yrs.	7 Yrs.

Stormwater Utility – Operations



Stormwater Utility – Operations (cont.)



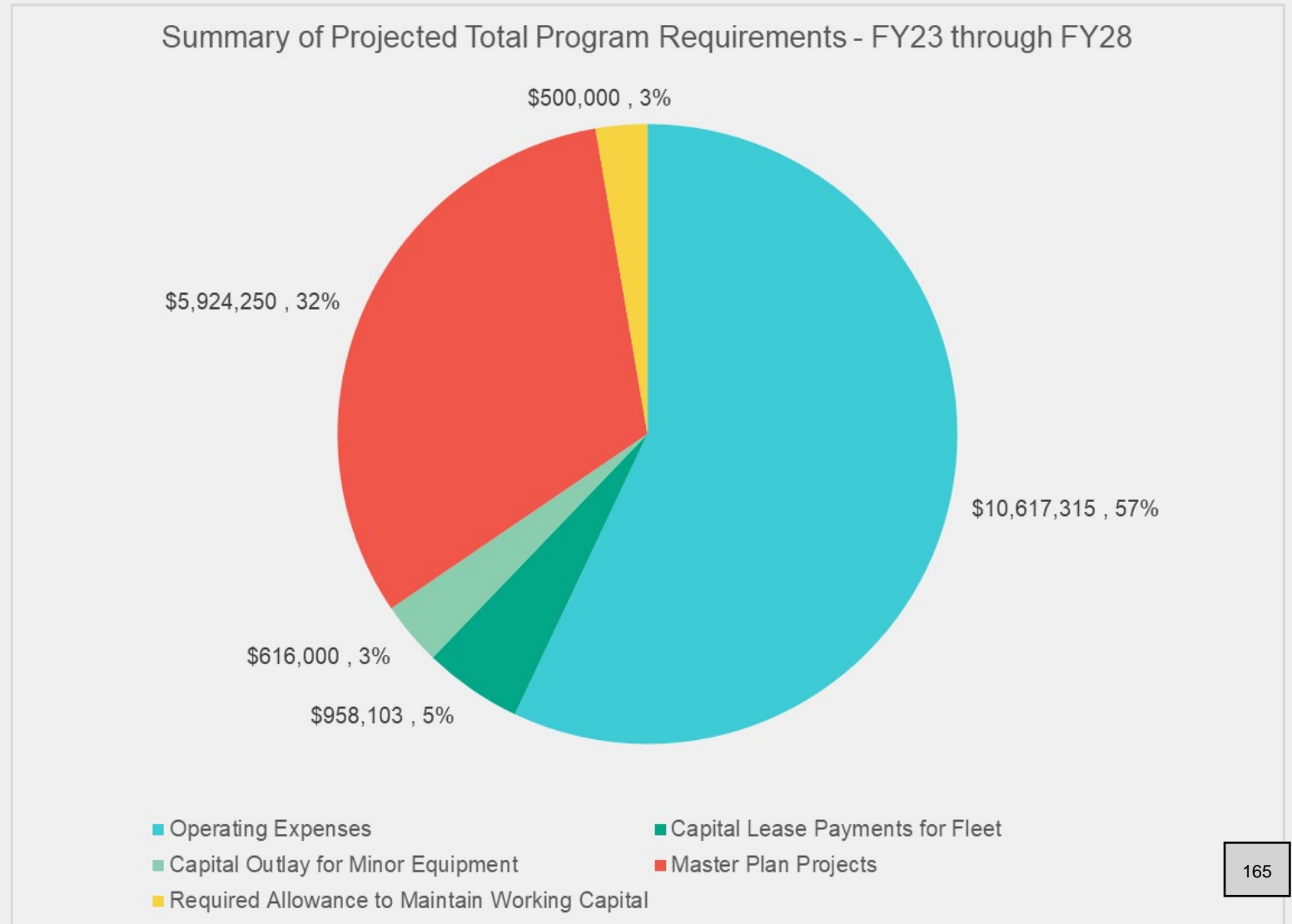


The 2023 Stormwater Utility Rate Analysis



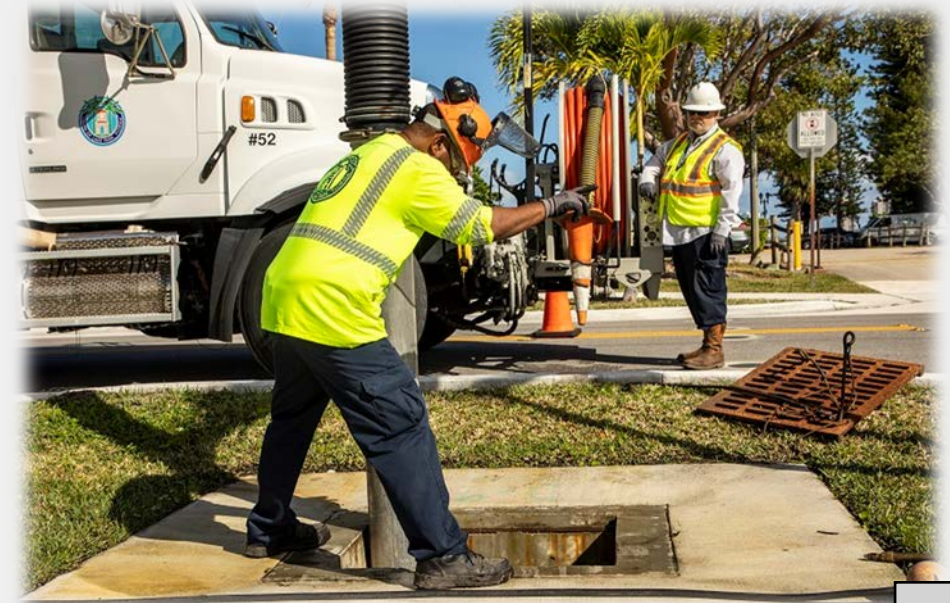
Stormwater Program Requirements

- Total program needs through FY28 are estimated to exceed \$18.6 million



Principal Cost Drivers

- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (24% of existing rates)
- High costs, frequency and severity of mechanical repairs. Replacement of major components due to aging fleet.



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Stormwater Technician II positions vacant 18+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Principal Cost Drivers (cont.)

- Increased infrastructure repairs and maintenance costs
 - › Cure-in-place pipe / pipe replacements
- Newly identified master plan improvement projects
 - › Result of 20-year Needs Assessment, as required by State Law



Authorization

- The stormwater utility has exhausted its reserve funds
 - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$100,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Stormwater Utility Rate Analysis

Study Objectives

- Develop a funding strategy to pay for stormwater system operations, maintenance and capital repairs & upgrades
 - › Emphasis on replacement of aging fleet and funding capital improvements to meet the drainage needs of the service area
 - Historically, stormwater rates were only established to recover operating expenses without any additional revenues for capital improvements
- Estimate revenue requirements to be recovered from stormwater rates
- Identify the need for future rate adjustments

Study Tasks

- Prepare a financial forecast
 - › Fiscal years 2023 through 2028
- Develop projections of:
 - › Stormwater revenues
 - › Operating expenses and capital lease payments
 - › Capital improvement requirements & funding
 - › Cash reserve requirements
 - › Adequacy of revenues at existing rates

Discussion Topics

Major Study Assumptions

Revenues and Expenses

Capital Leases and Minor Equipment

Summary of Current Operations

Evaluation of Master Plan Funding Requirements

Conclusions & Recommendations

Stormwater Drainage Demographics

- Over 10.65 miles of stormwater pipe
- Serves approximately 3,000 properties or 6,600 equivalent stormwater units (ESUs) including all (developed) real property throughout the service area
 - › Residential Properties – 1.0 ESU per dwelling unit
 - › Non-residential Properties
 - ESU calculation for each property based on the impervious area of the property after considering applicable stormwater mitigation credits, if any
 - 1.0 ESU equals 5,202 square feet of impervious area

Projected Revenues

- Annual revenues estimated at \$1.1 million per year
 - › Most property owners take advantage of the 4% discount by paying early
- Due to changes in land use, the overall ESU count has decreased in recent years
- Town’s Stormwater Engineer provided a preliminary list of property developments that would add more than 600 new ESUs over study period.

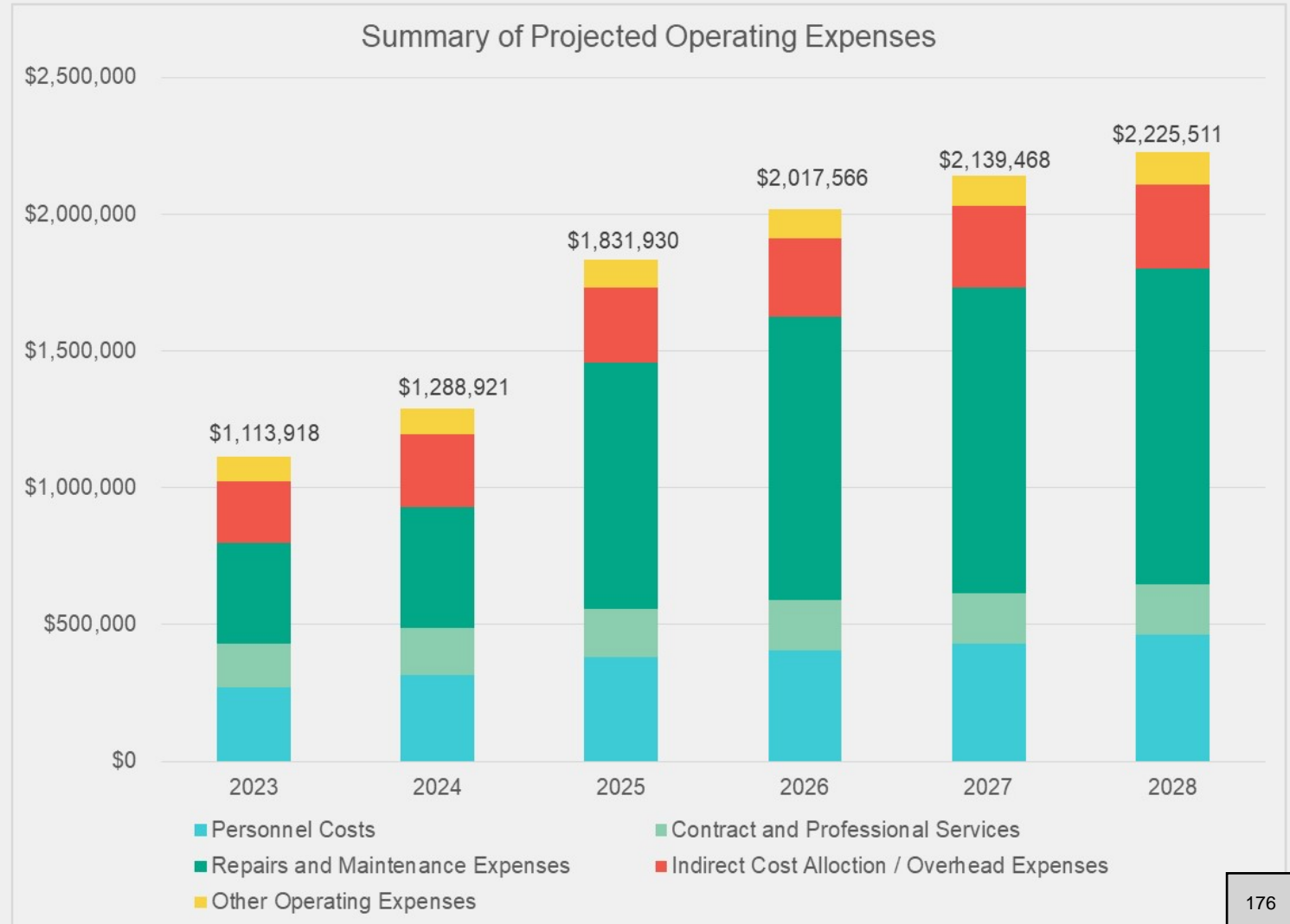


Projected Operating Expenses

- Based on the adopted FY23 budget
 - › Minor adjustments were also made to account for recent increases in utility costs and operating lease payments
- (1) Additional Stormwater Technician II assumed to be hired in FY25
- Projections include a detailed plan to conduct operating repairs and maintenance over the study period
 - › Significant investments in cure-in-place pipe / pipe replacements
- Town plans to enter into an agreement to provide remote (SCADA) monitoring services for Lake Shore Drive Pump Station

Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
 - › Labor: 15% (FY24); then 4% per year
 - › Health & Liability Insurance: 15% per year
 - › Fuel & Utilities: 5% per year
 - › General Inflation: 3% per year



Capital Leases

- Existing Street Sweeper lease of \$55,000 ends in FY24
- Town staff provided a list of vehicle replacements with the following estimated lease payments:

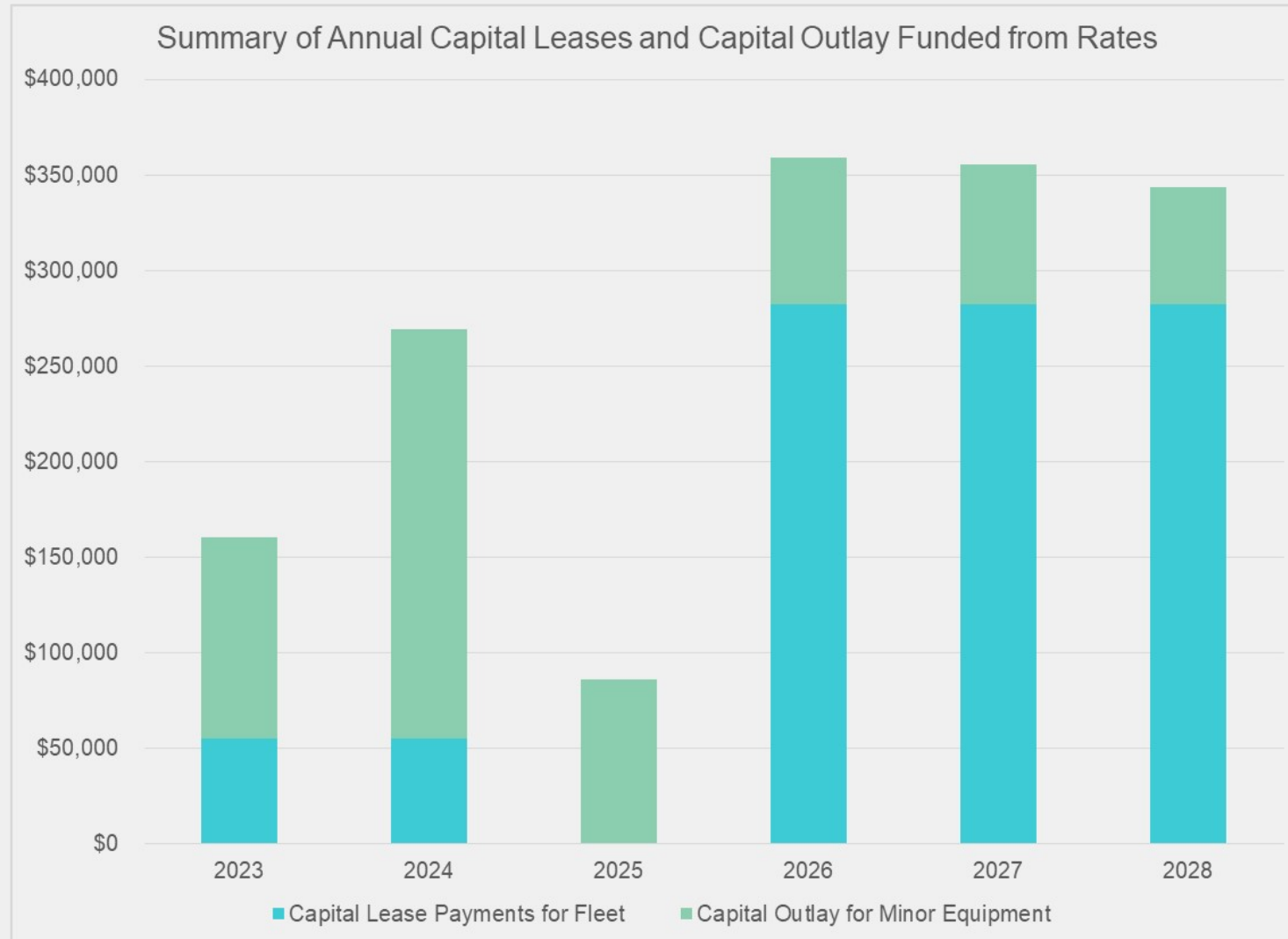
Proposed Vehicle Replacements				
<u>Vehicle Name</u>	<u>Year Acquired</u>	<u>Replacement Year</u>	<u>Lead Time</u>	<u>Lease Payment [*]</u>
New Holland Skid Steer / Loader	2006	2024	2025	\$75,000[**]
Vac-Con Vacuum Truck	2009	2024	2026	\$190,000
Tymco Street Sweeper	2020	2026	2026	\$92,000

[*] Lease term assumed to be 4-years at a 5.27% annual interest rate.
 [**] One time payment of approximately \$75,000.00.

Recurring Capital Outlay

- Town staff provided a list of minor capital outlay and equipment funding of under \$100,000 per year to address the following system needs:
 - › Asset Management
 - › Quick View Camera
 - › Replacement Generator
 - › Stormwater & Grounds Maintenance
 - › Stormwater Heavy Equipment Transport
 - › Stormwater and Equipment Maintenance
 - › Pump Station Monitoring and Maintenance

Projected Lease Payments & Capital Outlay



Summary of Current Operations (Excludes Master Plan Improvement Projects)



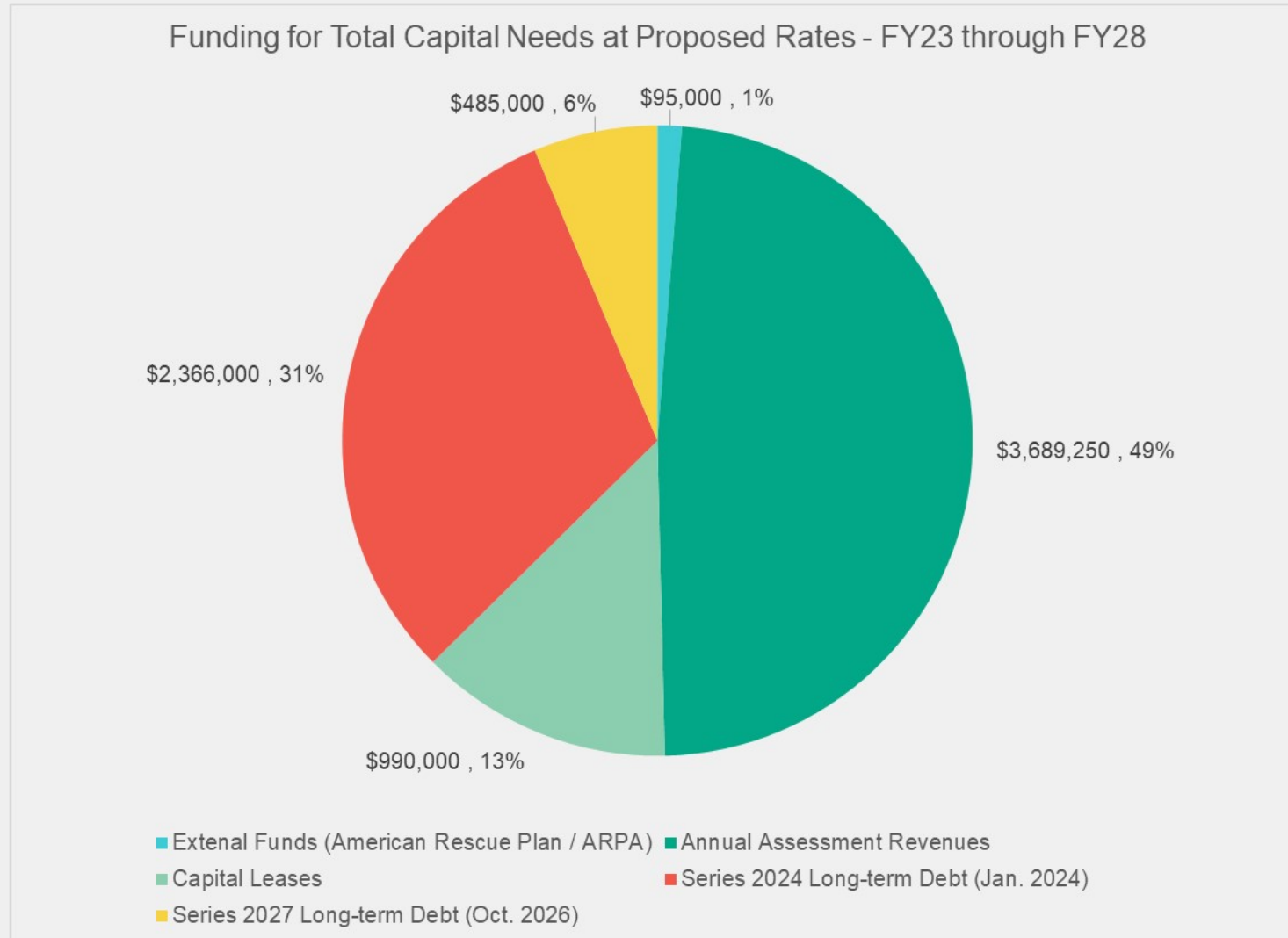
Master Plan Improvement Projects

- Town prepared a master plan to address the system’s deficiencies that were identified in the 20-year Needs Assessment
 - › The Needs Assessment was prepared as required by State Law
- Project improvements necessary to address system rehabilitation and resiliency total more than \$20 million
 - › Reflects the estimated “present value” expenditures before considering future cost increases resulting from inflation

Master Plan Improvement Projects (cont.)

- For the study period, we included an allowance of approximately \$1.2 million per year (FY24-28)
 - › Based on discussions with Town staff, no grant revenues have been assumed in the near-term
 - Future grant awards, if any, must be used for selected improvements and typically require a “match” of utility funds
 - › Town has a hired full-time grant writer who will assist the utility with applying for future grants

Total Funding for Proposed Capital Needs

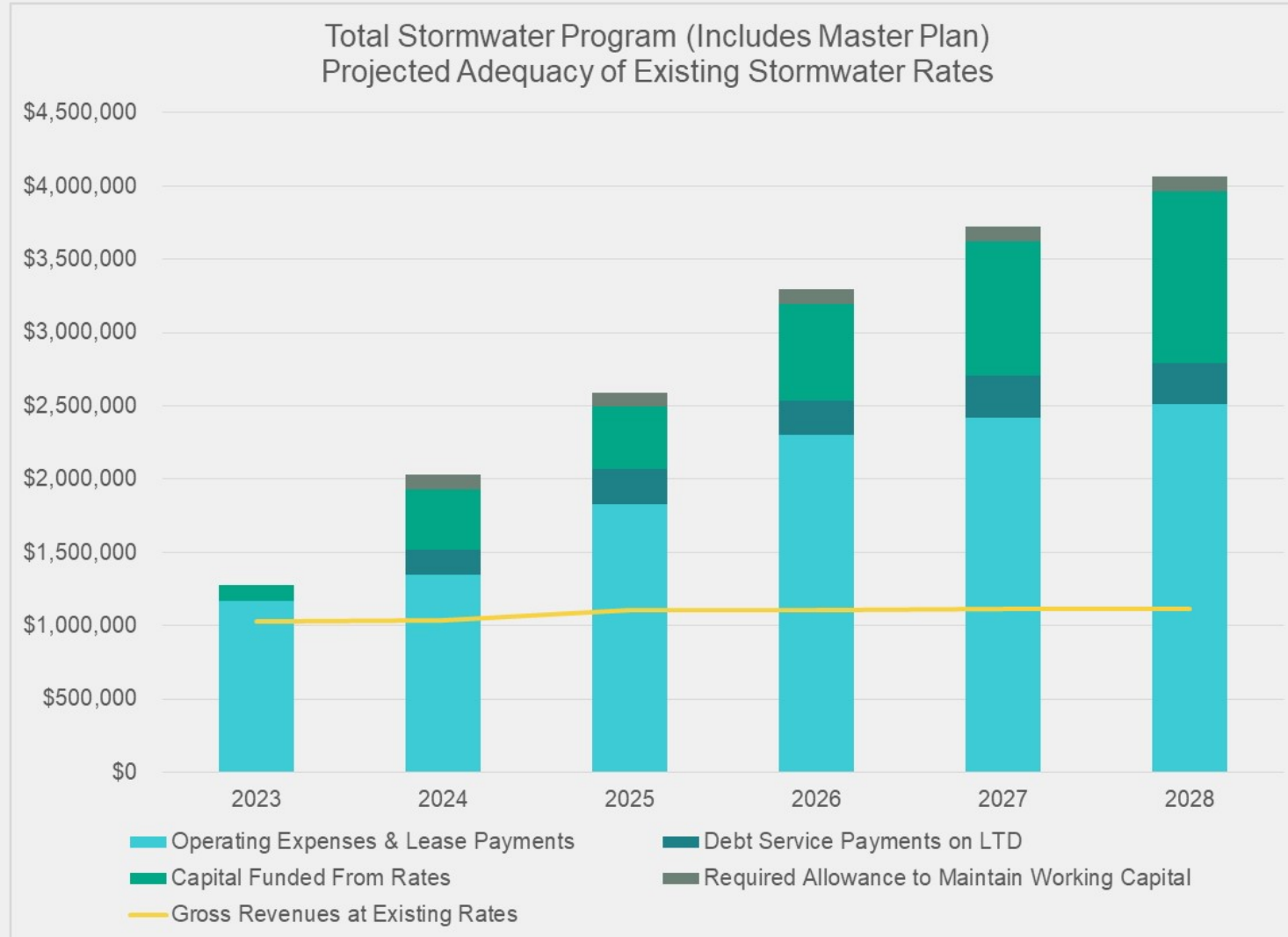


Financing Assumptions

- Based on discussion with Town staff, we assumed the following borrowing terms:
 - › 15 years at 5% annual interest cost
 - Included a 3% allowance for financing costs
 - › Series 2024 Long-term Debt assumed issued Jan. 2024
 - \$2.4 million loan / \$235,000 annual payment
 - › Series 2027 Long-term Debt assumed issued Oct. 2026
 - \$0.5 million loan / \$50,000 annual payment

NOTE: Actual terms will be negotiated at the time the loan is issued.

Adequacy of Existing Rates



Exclusions: What costs are not captured in the rate study results?

- System expansion into areas that do not have service yet
 - › Town staff will seek grant funding
- Unknown capital maintenance and replacement needs
 - › Town staff only able to inspect up to 10% of the system in any year
 - Major unforeseen failures may be likely
- Funding for emergencies
 - › Study recommendations begin moving the utility to provide some cash reserves to meet minimum operating needs
 - › Proposed rates may do little to create a sustainable, reserve fund to address emergencies

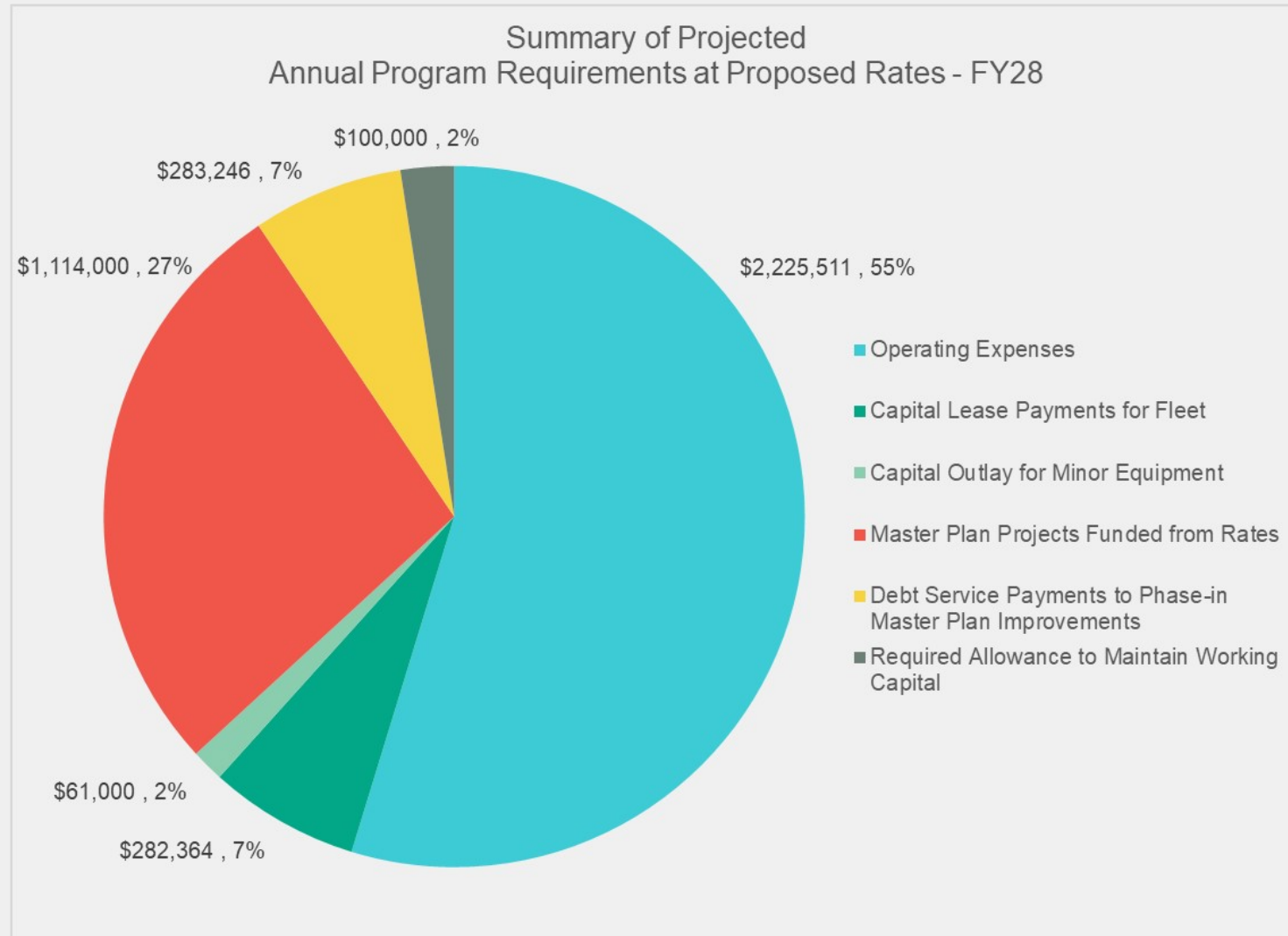
Proposed Stormwater Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program (Including Master Plan Improvements)					
Percent Rate Increase	89%	26%	26%	13%	9%
Proposed Monthly Charge per ESU (Current Fee \$13.50)	<u>\$25.52</u>	<u>\$32.16</u>	<u>\$40.52</u>	<u>\$45.79</u>	<u>\$49.91</u>
Proposed Annual Assessment per ESU (Current Fee \$162.00)	\$306.24	\$385.92	\$486.24	\$549.48	\$598.92

Key Benefits

- Phased-in approach
- Utility becomes self-sufficient after FY-28
- Builds Reserves over time
- Under certain conditions, rates may be adjusted based on grants revenue

Summary of Program Requirements (FY28)



Conclusions & Recommendations

1. The stormwater utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been depleted
2. Town Commission should consider adopting a reserve policy for the stormwater utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target reserve balance of at least 90 days of annual expenditures

Conclusions & Recommendations (cont.)

3. Existing rates are not adequate to cover the current operations
 - › Additional adjustments are also needed to adequately fund the Town's master plan improvement projects
4. Town Commission should consider borrowing a portion of the capital improvements in order to phase in the proposed assessments over time
 - › The maximum proposed monthly rate is \$49.91 per ESU or \$598.92 annually for each residential dwelling unit (FY-28)
 - A phase-in schedule is provided on Slide 37
5. This study should be updated within 5-years

Q&A

Next Steps & Timeline

- **January-May 2023:** Stormwater Rate Analysis
- **May 18, 2023:** Follow-up Meeting on the Stormwater Rate Analysis
- **June 7, 2023:** Presentation to Town Commission on findings and recommendations from Stormwater rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Stormwater assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Stormwater assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers

Mitigating Stormwater Impacts

- **Implement Green Infrastructure on your property**

- › Rain Gardens: Direct downspout stormwater runoff from roads into rain gardens prior to discharge into stormwater system
- › Rain Barrels: Collect rain for irrigation and other uses
- › Permeable pavers
- › Other strategies
- › Qualify for stormwater assessment credits



Connect with Us!



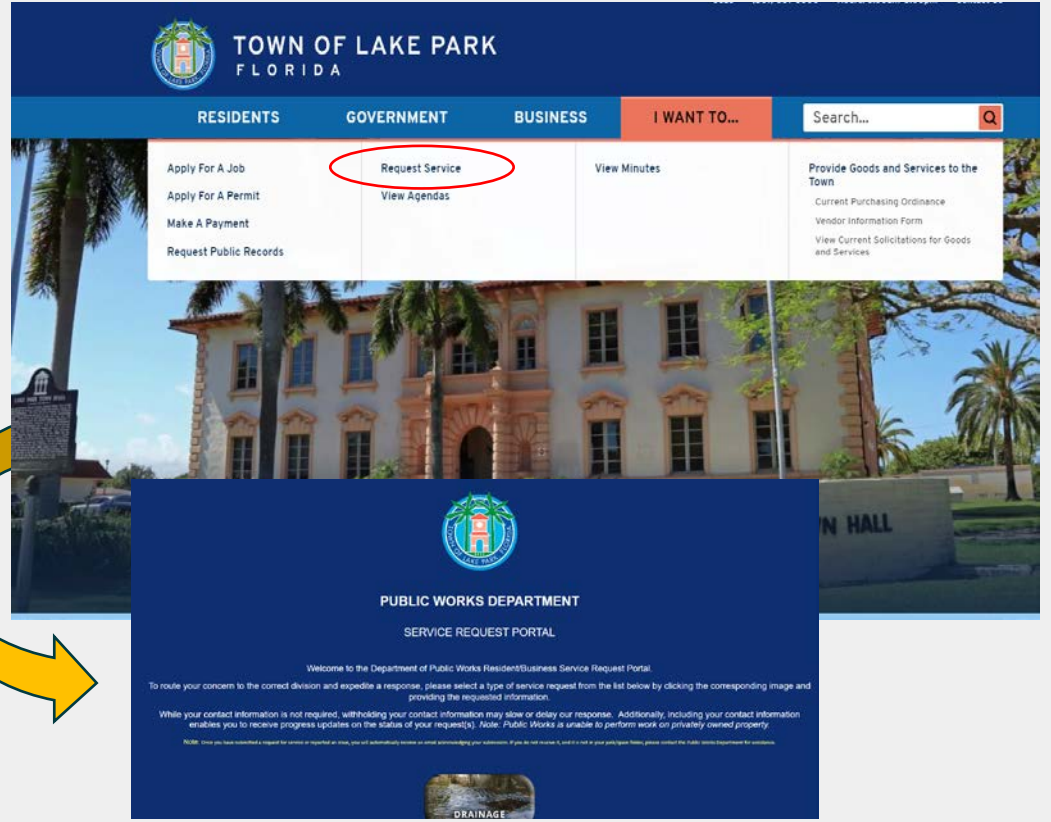
- New Service Request Portal
 - › Request Service
 - › Report Issues

 (561) 657-3918

 publicworks@lakeparkflorida.gov



SCAN AND
BOOKMARK
ME!



The screenshot shows the Town of Lake Park Florida website. The navigation bar includes 'RESIDENTS', 'GOVERNMENT', 'BUSINESS', and 'I WANT TO...'. Under 'I WANT TO...', the 'Request Service' link is circled in red. Below the navigation bar is a grid of service request options. A yellow arrow points from the 'Request Service' link to the 'PUBLIC WORKS DEPARTMENT SERVICE REQUEST PORTAL' page, which features a 'DRAINAGE' image.



A View From Tallahassee

2023 Legislative Review

The Honorable Senator Bobby Powell Jr., AICP



The Florida Legislature

HOUSE OF REPRESENTATIVES

SENATE

IN GOD WE TRUST

Welcome to the Senate

- 120 REPRESENTATIVES
- 35 DEMOCRATS
- 84 REPUBLICANS
- 1 VACANT SEAT - DISTRICT 24
- 7 BILL SLOTS



- 40 SENATORS
- 12 DEMOCRATS
- 28 REPUBLICANS
- UNLIMITED BILL SLOTS



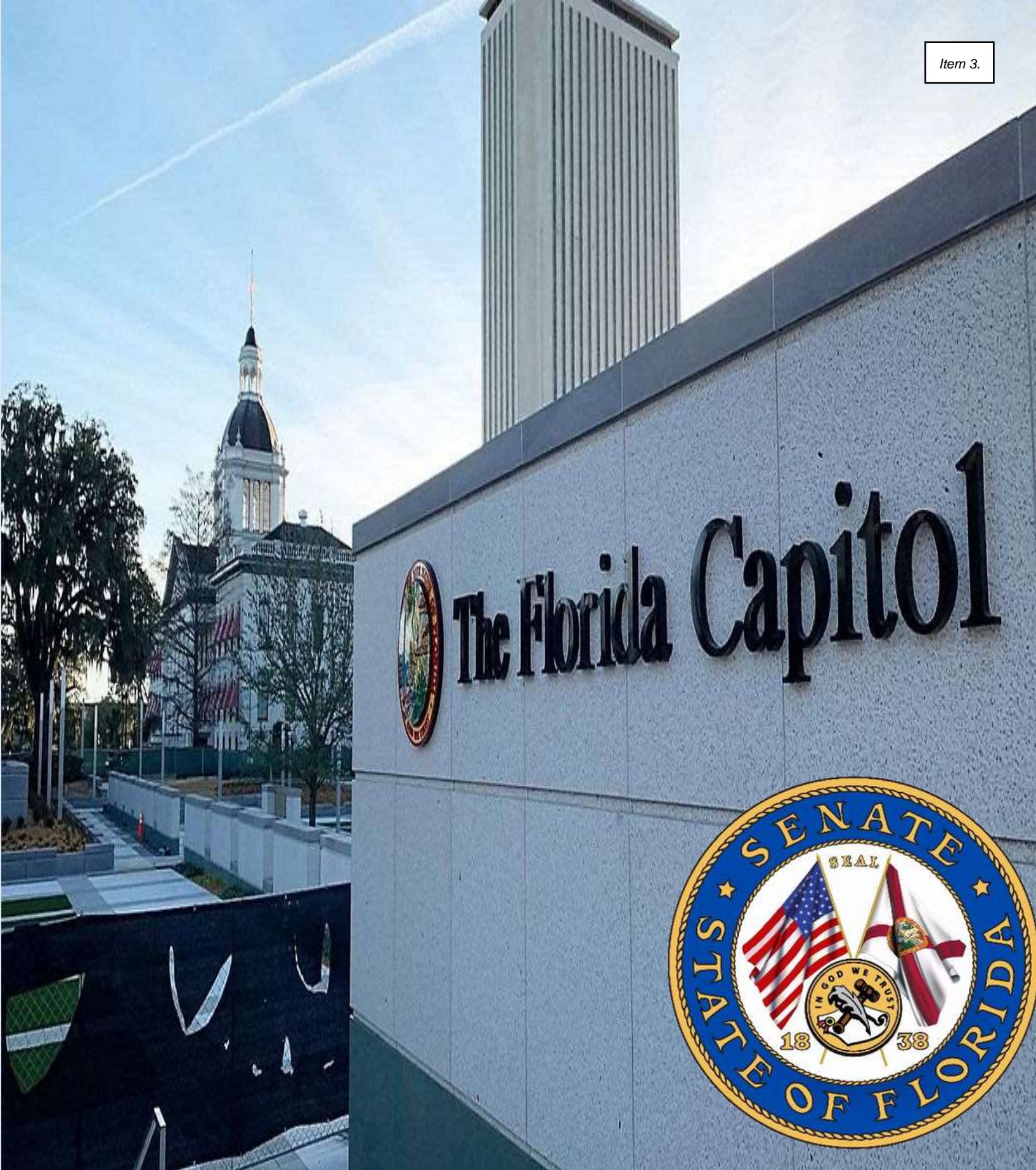
POWELL'S COMMITTEE ASSIGNMENTS

- Appropriations Committee on Criminal and Civil Justice
- Appropriations
- Appropriations Committee on Transportation, Tourism, and Economic Development
- Banking and Insurance
- Criminal Justice
- Environment and Natural Resources
- Ethics and Elections
- Select Committee on Resiliency
- Joint Committee on Public Counsel Oversight
- Joint Legislative Budget Commission



Senator Powell's Bills Introduced

- [SB 286](#) Legal Instruments
- [SB 430](#) Abandoned and Historic Cemeteries
- [SB 678](#) Disposal of Property
- [SB 836](#) Theft from Nonprofit Organizations
- [SB 848](#) People of Iran
- [SB 1606](#) Florida Museum of Black History
- [SB 480](#) First-time Offender Plea Deal Pilot Program
- [SB 632](#) Veterans' Preference in Promotion
- [SB 638](#) Juror Sanctions
- [SB 808](#) Educator Certifications
- [SB 878](#) Temporary Teacher Certifications
- [SB 1222](#) Corporate Practice of Medicine
- [SB 1462](#) Public Meetings/Commission on Public Safety in Urban and Inner-City Communities
- [SB 1464](#) Commission on Public Safety in Urban and Inner-City Communities



Senator Powell's Bills Passed



[SB 430](#) Abandoned and Historic Cemeteries

- The bill requires the Historic Cemeteries Program to research, identify, and record abandoned cemeteries, with an emphasis on abandoned African-American cemeteries.
- When abandoned cemeteries are located, provide notification and guidance to relevant persons and assist with efforts to identify relatives and descendants, funeral directors, religious organizations, qualified nonprofit organizations, and property owners.
- Assist constituents, descendant communities, state and federal agencies, local governments, and other stakeholders with inquiries relating to abandoned cemeteries.

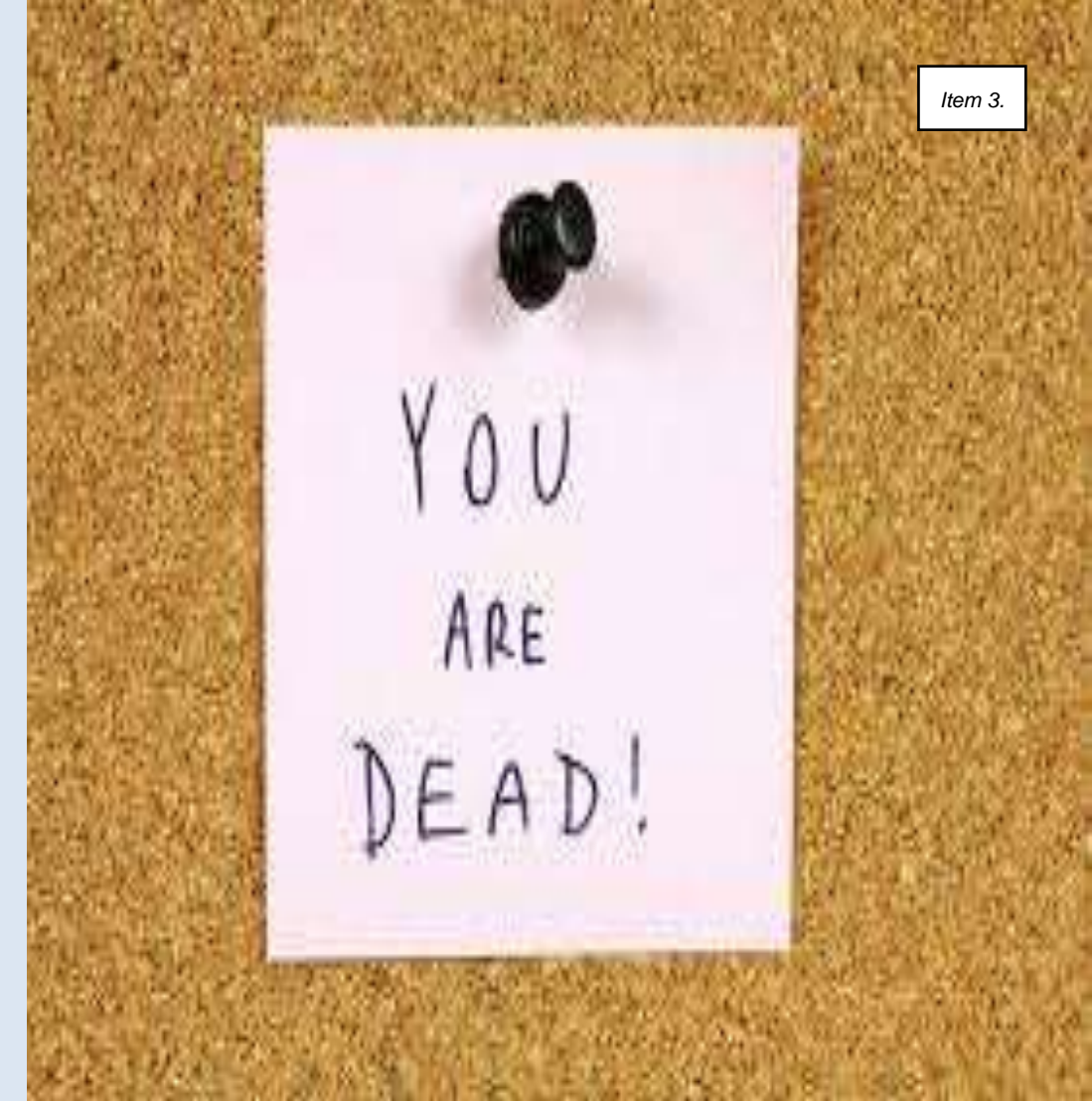


Senator Powell's Bills Passed

[SB 482\(amendment to SB1534\) Pretrial Detention/Written threats\)](#)

SB482 adds extortion and written threats to kill to the category of “dangerous crimes” for purposes of pre-trial detention.

Dangerous crimes currently includes such offenses as kidnapping, murder, carjacking, and arson.



Senator Powell's Bills Passed

[SB 286 Legal Instruments](#)

Creates a definition in the online notarizations statute to clarify that “witness” as used in the act means the individual whose electronic signature is affixed to an electronic record.

Clarifies the ability of a lender to obtain rental income from third party investors during foreclosure.

Preserves the status of a superior liens in foreclosures.



Senator Powell's Bills Passed



[SB 678 Disposal of Property](#)

- This legislation amends Florida Statute 337.25 relating to disposal of property by the Department of Transportation.
- SB678 provides that the use of public property for affordable housing qualifies as use for a public purpose in the context of the authorization of DOT to convey property without consideration to a governmental entity.



Senator Powell's Bills Passed



SB 1606 Florida Museum of Black History

- The bill creates the Florida Museum of Black History Task Force for the purpose of providing recommendations to the Department of State for the construction, operation, and administration of a Florida Museum of Black History.
- The museum will be a multipurpose facility capable of generating self-sustaining revenues, with archival research and storage facilities, meeting rooms, full service banquet facilities, and a performing arts theatre.
- The bill requires the Task Force to develop various plans of operation for the Black History Museum and to submit a report of its findings to the Governor and Legislature before July 1, 2024.



Senator Powell's Bills Passed



SB 848 People of Iran

SM848, is memorial which makes clear that the people of Florida stand with the People of Iran. And it urges Congress to take action in several ways:

The United States is encouraged to stop all discussions on the Iran nuclear agreement,

To continue to sanction members of the Islamic Republic of Iran and the Islamic Revolutionary Guard Corps, and,

To continue to amplify the voices and the will of the people of Iran by maintaining Internet access so that Iranians may continue to expose the injustices of their daily lives.



Senator Powell's Bills Passed

SB 838 Theft from Non-Profits



SB 836 creates a new area of law reclassifying certain theft offenses of specified amounts from organizations qualified as charitable under s. 501(c) (3) of the Internal Revenue Code.

If the funds, property, or item is valued at \$50,000 or more, the offense would be classified as a felony in the first degree. If the value is \$10,000 or more, but less than \$50,000 the offense becomes a second degree felony. Anything valued at \$300 or more, but less than \$10,000 would face the offense of a third degree felony.

Any individual convicted of stealing more than \$1,000 from a qualified charitable organization will be required by the court to make restitution to the victim(s), as well as perform 500 hours of community service.



DISTRICT 24 APPROPRIATIONS

- Cox Science Center and Aquarium Expansion- \$5,000,000
- Palm Beach County - Lake Worth Lagoon Initiative- \$2,861,804
- Regional Entrepreneurship Centers and Small Business Loan Fund - Broward County- \$2,000,000
- YMCA of the Palm Beaches Community Center- \$1,250,000
- 36th Street Bridge Rehabilitation Project West Palm Beach - \$350,000
- **Lake Park Septic to Sewer Conversion Project- \$1,000,000**
- Balanced Community Justice Project - \$183,000
- Palm Springs EOC (Police Dept. Expansion/Hardening) - Palm Beach- \$1,000,000
- Riviera Beach School Readiness Outreach Initiative - \$218,000
- Riviera Beach Utility Special District Three Critical Lift Station Replacement- \$1,000,000
- Financial Capabilities Counseling, Homeownership, and Residential Services -\$1,000,000
- Addie Green Park Improvements – Town of Mangonia Park - \$250,000
- Florida Atlantic University Max Planck Florida Scientific Fellows Program (MPFSFP) - \$889,101
- Peanut Island Historic Restoration - Palm Beach County - \$750,000
- Town of Mangonia Road Re-Paving Appropriations - \$750,000 ... AND MORE!

APPROPRIATIONS FOR

PALM BEACH COUNTY = \$27,391,302

Major Session Issues

- **AFFORDABLE HOUSING:** (SB 102) aimed at making housing more affordable for workers. The bill includes providing incentives for investments in affordable housing and encouraging mixed-use developments in commercial areas.



Major Session Issues

- **SCHOOL BOARDS: (HB477)**
Implements an eight year term limit on county school-board members.



Major Session Issues

ELECTIONS: (SB 7050) places additional restrictions on 3rd party voter-registration groups, eases campaign-finance reporting requirements and changes a “resign to run” law which helps clear the way for DeSantis to potentially run for president in 2024 without having to resign office.



Major Session Issues

GUNS: (HB 543) does away with a decades-old licensing process and allows Floridians to carry guns without concealed-weapons licenses.



Major Session Issues

IMMIGRATION: (SB 1718) steps up requirements on businesses to check the immigration status of workers, cracks down on people who bring undocumented immigrants into Florida and mandates that hospitals collect data about whether hospital patients are in the country legally.



Major Session Issues

SCHOOL VOUCHERS:

(HB 1) makes every student eligible for taxpayer-funded vouchers that can be used for private-school tuition and other expenses. The bill also ends income requirements in current voucher programs.



State of Florida 2023 Budget

\$117 Billion Dollars

- **\$27.9 Billion - The Education Budget**
- **\$4.9 Billion - For the Department Of Environmental Protection**
- **\$3.7 Billion - For Hurricane Relief**
- **\$711 Million - For the Live Local Act**
- **\$400.7 Million - For Local Transportation Initiatives**
- **\$107.5 Million - For the Florida State Guard**
- **\$25 Million - For New College of Florida Operational Enhancement**



Team Powell



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Demarco.Michelle@flsenate.gov



Malcolm Sommons II

Sommons.Malcolm@flsenate.gov



Email: Powell.Bobby.Web@flsenate.gov

Questions or Comments?



Thank You!





EXHIBIT C

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 7, 2023
Originating Department: Public Works
Agenda Title: Overview of the Proposed Road Closure and Maintenance of Traffic Plan Associated with the Nautilus 220 Project.

Approved by Town Manager: Bambi McKibbon-Turner, Acting Town Mgr. **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

Advertised: N/A
Date: N/A **Newspaper:** N/A

Attachments:
1. Agenda Request Form (ARF)
2. Maps of Road Closure and Maintenance of Traffic Plan

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Background/Summary Explanation:

As part of their ongoing development activities for the Nautilus 220 project, Kast Contractors has submitted to the Town Public Works Department a Right-of-Way permit application along with its associated road closure map and maintenance of traffic (MOT) plan.

This agenda item is intended to provide the Town Commission and other stakeholders with an overview of the plans associated with the contractor's request.

Proposed Schedule:

- 1. Phase 1 (noted in red area):

- a. **On Monday, June 05, 2023:** Closure of Lake Shore Drive (both north and south bound lanes) on the east side of Nautilus 220 project site.
- b. This phase includes moving the project perimeter site fencing to the east edge of Lake Shore Drive (taking over Lake Shore Drive in its entirety) to facilitate on-going construction activities.
- c. With the fence relocation, the Marina parking/travel way will become a "one-way southbound only" road with southbound directional facing parking stalls.
- d. This will facilitate the installation of the stormwater manhole and remaining stormwater piping across Lake Shore Drive leading back to the project site. This closure condition will remain for the duration of the construction project.
- e. There will be south bound travel only through the adjacent Marina parking lot. (This will be "one-way south bound only".)
- f. The existing brick pedestrian promenade walkway will remain open to pedestrians and Marina patrons.

2. Phase 2 (noted in blue):

- a. **On June 19, 2023:** Close east bound lane of Cypress Drive (on north side of project site).
- b. Cypress Drive becomes a "one-way east bound" street utilizing the former westbound lane.
- c. This is necessary to facilitate the installation of underground FPL service lines running from US-1 to Lake Shore Drive.

NOTE1: The Contractor is also investigating the possibility of installing at their expense a temporary bridge that would reopen the section of Lake Shore Drive that is currently closed. If the temporary bridge can be installed prior to the commencement of Phase 2, then the traffic pattern at Cypress Drive can be modified to remain west bound with east bound traffic utilizing the Date Palm Drive for east bound access to the Marina and adjacent condo buildings.

NOTE 2: Additionally, if the temporary bridge is installed then at the completion of the FPL installation work the entire Cypress Drive will be closed for continued project utility work (except for access to the Dunkin Donuts location)

NOTE 3: Temporary Bridge structural loads and installation methods are under review. Upon approval and acceptance KAST Construction will install and maintain the bridge at no cost to the Town.

3. Phase 3 (noted in black):

- a. On/About Mid-October 2023 Phase 3 is a complete closure of Lake Shore Drive and the adjacent marina parking/travel lane. No north bound or south bound traffic along this corridor.
- b. The section of road and parking will remain closed for the duration of the construction project.

- c. This will facilitate the completion of the off-site improvements along Lake Shore Drive and the marina parking and pedestrian walkway.

Final Notes:

- Kast Construction will submit Maintenance of Traffic Plan for all closure phases.
- Kast Construction will submit engineering plans and engineer's opinion for temporary bridge installation.

Recommended Motion: There is no motion associated with this Agenda item. For discussion only.



TOWN MANAGER COMMENTS

Item 3.

EXHIBIT D

TOWN COMMISSION MEETING Wednesday, June 7, 2023

COMMUNITY DEVELOPMENT

Septic to Sewer Initiative for 42 properties in the Industrial Area – the next steps for the Septic to Sewer Initiative are moving forward and Engenuity is working with the individual properties to gather the necessary information for their survey and subsequent creation of plans.

Park Avenue Downtown District (PADD) Expansion – Town Staff is working on expanding the downtown area further south along the east side of 10th Street (between Evergreen Drive and Silver Beach Road). There has been significant interest from several property owners in this area to redevelop and create an entryway into the downtown from the south. Staff will be bringing forward a land use amendment, rezoning and some text amendments to the PADD in the coming months for Board and Commission consideration.

1100 2nd Court (the property we sold in November 2022) encountered issues with their original timetable, but intends on submitting their construction plans for their home reconstruction within the next couple of months, with completion sometime in later part 2024. The Town also agreed to assist with their outdoor storage in the backyard, which involved a beehive removal and pest control. These overall costs are forthcoming to the Town Commission since they exceed the Town Manager's spending authority however, given their urgent nature, needed to move forward quickly. Final costs are anticipated to be ready sometime in July since the work is currently wrapping up.

Brooklyn Cupcake on 10th Street received their final inspection yesterday (June 6, 2023). They are making some minor interior corrections and will announce their soft opening date very soon.

Additional project updates will be provided at future meetings. Community Development Director, Nadia Di Tommaso, can be contacted at 561-881-3319 at any time with any questions related to ongoing construction projects.

New Marina Director for the Lake Park Harbor Marina

We are pleased to welcome to our staff Jason Tenney as our new Marina Director effective 5/22/2023. Mr. Tenney is a seasoned Marina Director with 18 years of professional marina management experience most recently at Loggerhead Marina in Lantana, Florida, where from November 2019 until March of this year he managed all aspects of marina management including staffing, budgeting, financial planning, facility maintenance, record keeping, and compliance with all local and state regulations. Prior to that, Mr. Tenney managed several marinas including Miami Beach Marina; The Club at Admirals Cove in Jupiter, Florida; and, Loblolly Marina in Hobe Sound, Florida. He has a Bachelor’s Degree from Florida Atlantic University and has a 100 ton Master US Coast Guard Captain’s License.

Job Openings:

The following positions are currently being advertised:

- Irrigation Technician – Pay range \$17.01 to \$26.37 per hour. Deadline for receipt of applications is 5:00 p.m. on **June 9, 2023**

- Sanitation Truck Operator I – Pay range \$15.90 to \$24.65 per hour. Deadline for receipt of applications is 5:00 p.m. on **June 9, 2023**

- Stormwater Technician II – Pay range \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **June 9, 2023.**

- Sanitation Truck Operator II – Pay range \$18.21 to \$28.22 per hour. Deadline for receipt of applications is 5:00 p.m. on **June 15, 2023**

- Senior Accountant – Salary range \$49,638.40 to \$76,939.52 per year. Deadline for receipt of applications is 5:00 p.m. on **June 16, 2023**

To view the complete job postings for the above positions or to download an employment application, please visit the Town’s official website at www.lakeparkflorida.gov. For additional information please contact the Town’s Human Resources Department at 561-881-3300 Option 8.

PUBLIC WORKS

1. On the evening of **May 18, 2023**, the Town hosted a Follow-Up Meeting to discuss the Stormwater Utility. During the meeting, Town Staff presented the findings and recommendations from the recent Rate Study, highlighted various initiatives the

Town is undertaking and proposing to improve the structural condition and effectiveness of the drainage system, its operational fleet, and more. A total of 3,687 invitations were sent in three languages to all Town properties regarding this event and though the event was not well-attended, the Town will continue to engage the public regarding this and other projects in an effort to work collaboratively to improve our community.

- 2. The Town will host a Follow-Up Meeting to discuss the Solid Waste or Sanitation Utility Rate Study. This event is scheduled for tomorrow, **Thursday, June 8, 2023**, from 6:00 p.m. to 8:00 p.m., in the Town Hall Commission Chambers. All stakeholders are invited to join us as we present information regarding the state of the sanitation utility and the findings and recommendations resulting from the study. Over 3,600 invitations to this event were sent to all Town properties. Additional information is available on our website or by contacting the Public Works Department at -561-881-3345 or publicworks@lakeparkflorida.gov.
- 3. Seeking Town Commission consensus to schedule a Special Call CRA Meeting on **Wednesday, June 21, 2023**, for the purpose of awarding a contract to construct a pocket park on 7th Street and for other matters.

SPECIAL EVENTS

Sunset Celebration

Sunset Celebration will be held on Friday, June 30 from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. This month’s event will feature live entertainment from Prato Band! There will be a full bar, happy hour prices, and a variety of food and craft vendors. For more information, contact the Special Events Department at 561-840-0160.

Centennial Photo Exhibit

Stop by the Lake Park Public Library to view the Town’s historical photo exhibit in honor of Lake Park’s 100th anniversary. The exhibit will be on display until the end of the year. For more information, contact the Special Events Department at 561-840-0160.

AUDIT REVIEW COMMITTEE

The current audit services expire after the Fiscal Year 2022 audit is completed and the town is starting the process of procuring new audit service. As part of this process the Town Manager is requesting the Commission to identify one volunteer member of the Commission to be part of an audit committee to help select the next audit services contract vendor.

P3 COMPREHENSIVE AGREEMENT

Item 3.

As we have reported to the Commission previously, staff has been working very hard with the Forest Development Team in order to bring forward the P3 Comprehensive Agreement to the Town Commission. I am seeking consensus to schedule a workshop on June 21, 2023, immediately prior to the Regular Commission meeting, for the purpose of having the Town Attorney present the P3 Comprehensive Agreement in a workshop setting so that any issues can be resolved prior to an actual vote on the agreement.

SUNSET CELEBRATION

Item 3.

FREE MUSIC CONCERT

FEATURING

Pratto
pure riddim attack takins over



**LIVE MUSIC * HAPPY HOUR * FOOD VENDORS
FREE ADMISSION & PARKING**

FRIDAY, JUNE 30

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403

**FOR MORE INFORMATION
CALL 561-840-0160 OR EMAIL
SPECIALEVENTS@LAKEPARKFLORIDA.GOV**



223



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Agenda Item No.

Agenda Title: June 8, 2023 Follow-Up Meeting Associated with the 2023 Solid Waste (Sanitation) Utility Rate Analysis Meeting Minutes.

- SPECIAL PRESENTATION/REPORTS **CONSENT AGENDA**
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON _____ READING
- NEW BUSINESS
- OTHER: _____

John

Approved by Town Manager **John D'Agostino**

Digitally signed by John D'Agostino
 DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US
 Date: 2023.06.15 15:11:13 -04'00'

Date: _____

Laura Weidgans, Deputy Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Minutes Exhibits A & B
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ OR Not applicable in this case LW____. Please initial one.

Recommended Motion: I move to approve the June 8, 2023 Follow-Up Meeting Associated with the 2023 Solid Waste (Sanitation) Utility Rate Analysis Meeting Minutes.



Town of Lake Park, Florida
Follow Up Community Meeting
On the 2023 Solid Waste Utility Rate Study

Thursday, June 08, 2023 at 6:00 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

PRESENTATION/REPORT:

Follow-Up Meeting Associated with the 2023 Solid Waste (Sanitation) Utility Rate Analysis.

Public Works Director Roberto Travieso provided a summary of the study (exhibit A). Mr. Shawn Ocasio, Manager from Raftelis Financial Consultants and Mr. Murray Hamilton, CPA from Raftelis Financial Consultants provided a detailed presentation on the rate analysis. (Exhibit B). Public Works Director Travieso provided a timeline for the roll-out of the new utility rate.

PUBLIC COMMENT:

Susan Ray, 301 Lakeshore Drive asked why the town would be billing the condominium association monthly instead of annually. Public Works Director Travieso stated that it is being streamlined for condominiums because of utilization and service of dumpster use, to be billed monthly, unlike residential sanitation. She asked when the condominiums will be given the final monthly amount they will need to pay. He stated that on June 21, 2023 there would be feedback from the Town Commission on what the maximum proposed rate would be and detailed information would be provided at that point.

Mayor Roger Michaud asked if in the first year the intention would be to influx the reserves, the operating costs, or both. Mr. Hamilton stated that it would be a combination of both. Mayor Michaud asked if the proposed maximum rate could potentially get any higher. Public Works Director Travieso stated that no, the maximum proposed rate would be the highest possible rate. Mr. Hamilton explained that if the rate in the first year was less than the highest proposed rate of 48%, then there would be services or equipment that would have to be given up. Public Works Director Travieso stated that this proposal is absolutely necessary. He also stated that in order to cut expenses, there would need to be a reduction in services. Town Manager John D'Agostino explained that operations have not been adequately funded for a very long time and that if we are not willing to fund the service at the appropriate level we would

continue underfunding and never get out of the rabbit hole. Mayor Michaud thanked staff for the information. Public Works Director Travieso stated that the calculations used in the rate analysis would be available for review by the public along with the reports.

Commissioner Mary Beth Taylor asked about the proposed amount that would be assessed per year. She stated what the amount would be per month and then broken down by services equates to approximately \$2.70 per month per service. Commission Taylor stated she would be happy to pay that amount to have those services. She asked if there were any other areas within the town services that could be cut a little bit.

Julie Sarcosi 301 Lake Shore Drive asked if the rates for condominiums are for single family or for commercial. Public Works Director Travieso explained that as of October 1st, 2023 condominiums would begin to be billed as commercial. He also stated that the rate chart would be posted once the rate is approved.

Commissioner John Linden asked why there is a new code officer position being requested in the proposal. Public Works Director Travieso explained that we need more enforcement of the town ordinances. This officer would be dedicated to focus only on sanitation, not only for enforcement but also for educational purposes for the customers and residents so that they know what the policies and guidelines are. Commissioner Linden also asked about the possible use of ad valorem. Mr. Hamilton explained if we moved these costs to a tax roll, there would be many residents that would be exempted while still contributing to the service need.

Unidentified speaker asked if Palm Beach County has plans to reduce recycle bins to one bin only. Public Works Director Travieso stated that the Town makes that determination. Finance Director Jeffrey Duvall spoke about the cost to move to single stream recycling far outpaces the materials that would be pulled out. He went on to say that combining recycling materials can cause some of the materials to degrade and have to be thrown away.

Public Works Director Travieso spoke about a recycling initiative that will help educate residents through workshops and booths at events.

Public Works Director Travieso recognized Mr. Paul Mathis and Mr. Henry Rossario for their hard work maintaining the Town's vehicles. He also recognized former Mayor Michael O'Rourke for his support.

ADJOURNMENT:

7:48 p.m.

Mayor Roger D. Michaud

Town Seal

Vivian Mendez, Town Clerk

Laura Weidgans, Deputy Town Clerk

Approved on this _____ of _____, 2023



EXHIBIT A Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 8, 2023

Originating Department: Public Works

Agenda Title: Follow-Up Meeting Associated with the 2023 Solid Waste Utility Rate Analysis.

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park,
ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.07 10:12:28 -0400 **Date:** _____

Cost of Item: N/A **Funding Source:** N/A


Account Number: N/A **Finance Signature:** _____

Advertised: N/A

Date: N/A **Newspaper:** N/A

Attachments: 1. Agenda Request Form (ARF)
2. PowerPoint Presentation

Please initial one:

 Yes, I have notified everyone

_____ Not applicable in this case

Background/Summary Explanation:

The Town of Lake Park operates a Solid Waste (Sanitation) Utility (the "Utility") which collects solid waste from both residential and commercial properties. The Sanitation Utility is the first line of defense for the community. Additionally, the Utility protects the environment by reducing air and water contamination and by recovering materials for re-use through various recycling processes.

Although relatively small, the Sanitation Utility is productive. In fact, in the last two years (2021-2022), the Utility collected and disposed of over *30.6 million pounds of garbage, nearly 9 million pounds of vegetation debris and bulky trash, and 2 million pounds of recyclable materials.*

Moreover, the Sanitation Utility operates as a self-supporting enterprise fund, but has historically used operating reserves to cover actual expenses that exceeded the budget amounts.

Additionally, due to an aged fleet and staffing shortages, the Sanitation Utility regularly experiences collection delays and other operational disruptions.

To continue to address these concerns and provide the highest possible level of service to its customers, in January 2023, the Town Commission engaged with financial consultant Raftelis to conduct a comprehensive fiscal analysis of the Sanitation Utility.

The primary objectives of the analysis are as follows:

- *Develop a funding strategy to pay for Solid Waste Utility operations, maintenance, and vehicle replacement needs.*
- *Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses.*
- *Proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system.*
- *Estimate revenue requirements to be recovered from solid waste rates.*
- *Identify the need for future rate adjustments.*

Finally, during the follow-up public meeting scheduled for June 8, 2023, Town and Raftelis Staffs will present information regarding the state of the Sanitation Utility as well as present the findings and recommendations associated with improving the Utility's operation and fiscal standing.

Recommended Motion: There is no motion associated with this Agenda item. For discussion only.

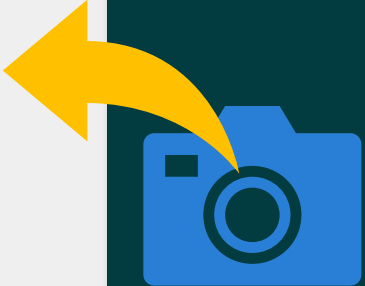
Town of Lake Park Solid Waste Utility

Follow-Up Meeting on the 2023 Solid Waste Rate Study

Public Works Department

June 8, 2023





**Please Scan to View
this Presentation on
your Device.**

Follow-Up Meeting Agenda

1. Introductions
2. Solid Waste Utility Background
3. Solid Waste Utility Operations
4. The Solid Waste Utility Rate Analysis
5. Principal Cost Drivers
6. Study Objectives & Tasks
7. Major Study Assumptions
8. Summary of Current Operations
9. Conclusions and Recommendations
10. Q&A
11. Closing Comments

Project Team

- **Members of the Town Commission**
- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Jeff Duvall** – Finance Director
- **Dwayne Bell** – Public Works Operations Manager
- **Fensely Wisdom and Jackie Harris** – Sanitation Foremen
- **Murray Hamilton** – Vice President, Raftelis
- **Shawn Ocasio** – Manager, Raftelis

Solid Waste Utility – Background

- Collects solid waste from residential and commercial properties
- First line of defense for the health of the community
- Protects the environment, avoids air/water contamination, and recovers materials through recycling processes



Solid Waste Utility – Background

- **2021/2022 Mixed-Solid Waste Collection and Disposal Production:**
 - › **30.6-Million** pounds of garbage
 - › **8.9 Million** pounds of bulky trash/vegetation debris
 - › **2.3 Million** pounds of recyclable materials



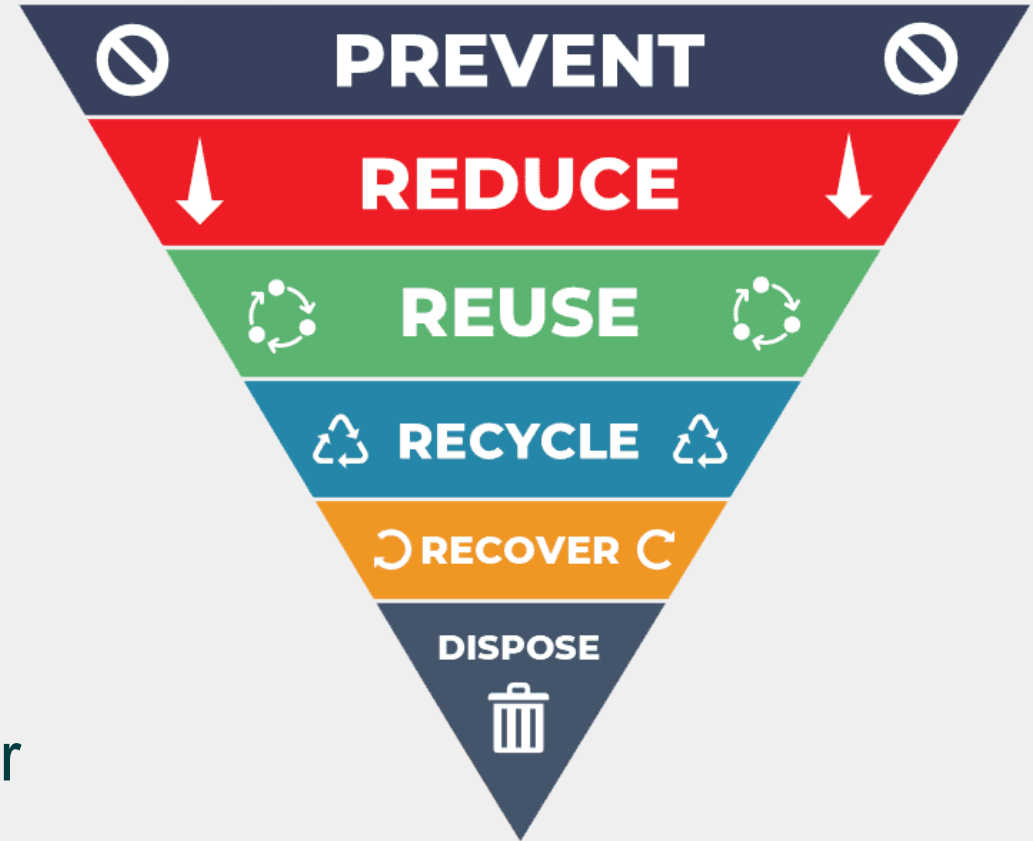
Solid Waste Utility – Background



- Provides a variety of educational opportunities during public outreach events
- Provides Roll-off disposal services through franchise agreements with three (3) haulers
- Partners with national, regional and local public/private organizations for continuous process improvement

Solid Waste Utility – Background

- **Where does your trash go?**
 - › All solid waste and vegetation debris is transported to Palm Beach County Solid Waste Authority's (SWA) North County Transfer Station
 - › Recyclable materials are sorted, packaged and commercialized
 - › Solid waste is incinerated to generate electrical energy; leftover materials are neutralized stored underground.



Solid Waste Utility – Background (cont.)

- **Authorized Staff:** Nine (9) full-time employees:
 - › **Supervisors (2)**
 - › **Sanitation Truck Operator I (3)**
(Some vacant 12 months)
 - › **Sanitation Truck Operator II (3)**
(Some vacant 12+ months)
 - › **Sanitation Truck Operator Trainee (1)**



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division is assigned ten (10) collection trucks:

Automatic Side Loader (FEL)

- › **Primary Uses:** Residential Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Front-End Loader (FEL)

- › **Primary Uses:** Commercial Garbage, Recycling
- › **Inventory:** Four (4)
- › **Average Yrs. in Service:** 6.5 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- The Solid Waste Division also operates:

Clam Truck

- › **Primary Uses:** Residential Vegetation Debris and Bulk Trash
- › **Inventory:** Three (3)
- › **Average Yrs. in Service:** 5.75 Yrs.



Solid Waste Utility – Background (cont.)

- **Fleet Inventory**

- › Recommended Equipment Backup Ratio per Solid Waste Association of North America (SWANA): **1:1.2/1:1.5**

Asset (# in Fleet)	Needed for Daily Operations	1:1.2 Ratio	1:1.5 Ratio
Automatic Side Loader	2	2.4	3
Front-End Loader	2	2.4	3
Grapple (Clamshell) Truck	2	2.4	3
Rear Loader	0	1.2	1.5

Solid Waste Utility – Background (cont.)

- Operates as a self-supporting enterprise fund with separate accounting from other Town departments and resources
- Town has historically used operating reserves to cover actual expenses that exceeded the budgeted amounts while phasing in rate adjustments over time

Historical Sanitation Annual Assessment- Residential		
<u>Assessment Year</u>	<u>Single-Family/Multi-Family <5</u>	<u>Multi-Family >4</u>
2019-2020	\$215.49	\$145.93
2020-2021	\$234.88	\$159.06
2021-2022	\$234.88	\$159.06
2022-2023	\$246.62	\$167.01
2022-2023	\$258.37	\$174.97

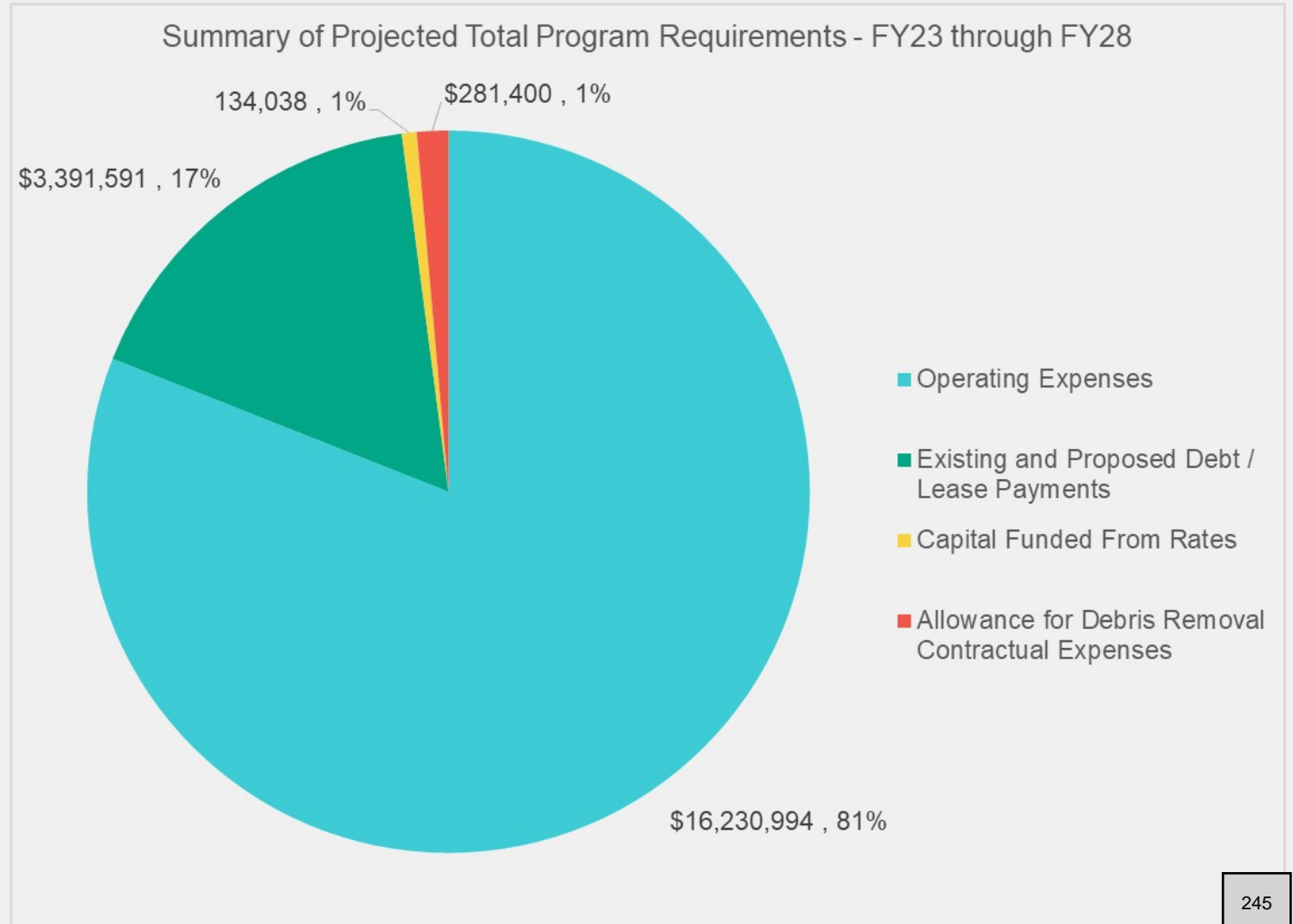


The 2023 Solid Waste Utility Rate Analysis



Solid Waste Program Requirements

- Total program needs through FY28 are estimated to exceed \$20.0 million



Principal Cost Drivers

- Current operating deficiency
 - › FY23 operating expenses exceed current revenues by approximately \$250,000 (12% of existing rates)
- High costs, frequency and severity of mechanical, fleet repairs
 - › Service Interruptions
 - Emergency contract operations / limited providers
 - Urgent and specialized repair needs / sole source providers with little competition
 - Unable to shop around repair costs



Principal Cost Drivers (cont.)

- Compensation and Recruitment:
 - › Highly competitive labor market
 - › Some Sanitation Truck Operator positions vacant 12+ months
 - › Recommended changes to operating salaries and associated benefits
- Competition: long lead times for materials, supplies, equipment and vehicles
 - › Inflationary increases on all business expenditures

Authorization

- The Solid Waste Utility has almost exhausted its reserves
 - › Unappropriated reserve fund balance at the end of FY23 is estimated to be less than \$265,000
- On January 18, 2023, the Town Commission engaged Raftelis to prepare a Solid Waste Utility Rate Analysis



Study Objectives

- Develop a funding strategy to pay for Solid Waste Utility operations, maintenance and vehicle replacement needs
 - › Emphasis on improving the fleet replacement schedule to provide higher service reliability, reduce costs related to service interruptions, and reduce maintenance expenses
 - Proposed strategy may also result in higher auction values at the time of resale which may be reinvested in the system
- Estimate revenue requirements to be recovered from solid waste rates
- Identify the need for future rate adjustments

Study Tasks

- Prepare a financial forecast
 - › Fiscal years 2023 through 2028
- Develop projections of:
 - › Disposal requirements and revenues
 - › Operating expenses
 - › Fleet replacement program & funding
 - › Cash reserve requirements
 - › Adequacy of revenues at existing rates

Discussion Topics

Major Study Assumptions

Revenues and Expenses

Capital Leases and Minor Equipment

Summary of Current Operations

Conclusions & Recommendations

Projected Revenues

- Annual revenues estimated at \$2.2 million per year
 - › Most residential property owners take advantage of the 4% discount by paying early
- Assumed 1% growth in residential and multifamily cart services
- Growth in dumpster accounts based on development projections provided by Town staff



Projected Operating Expenses

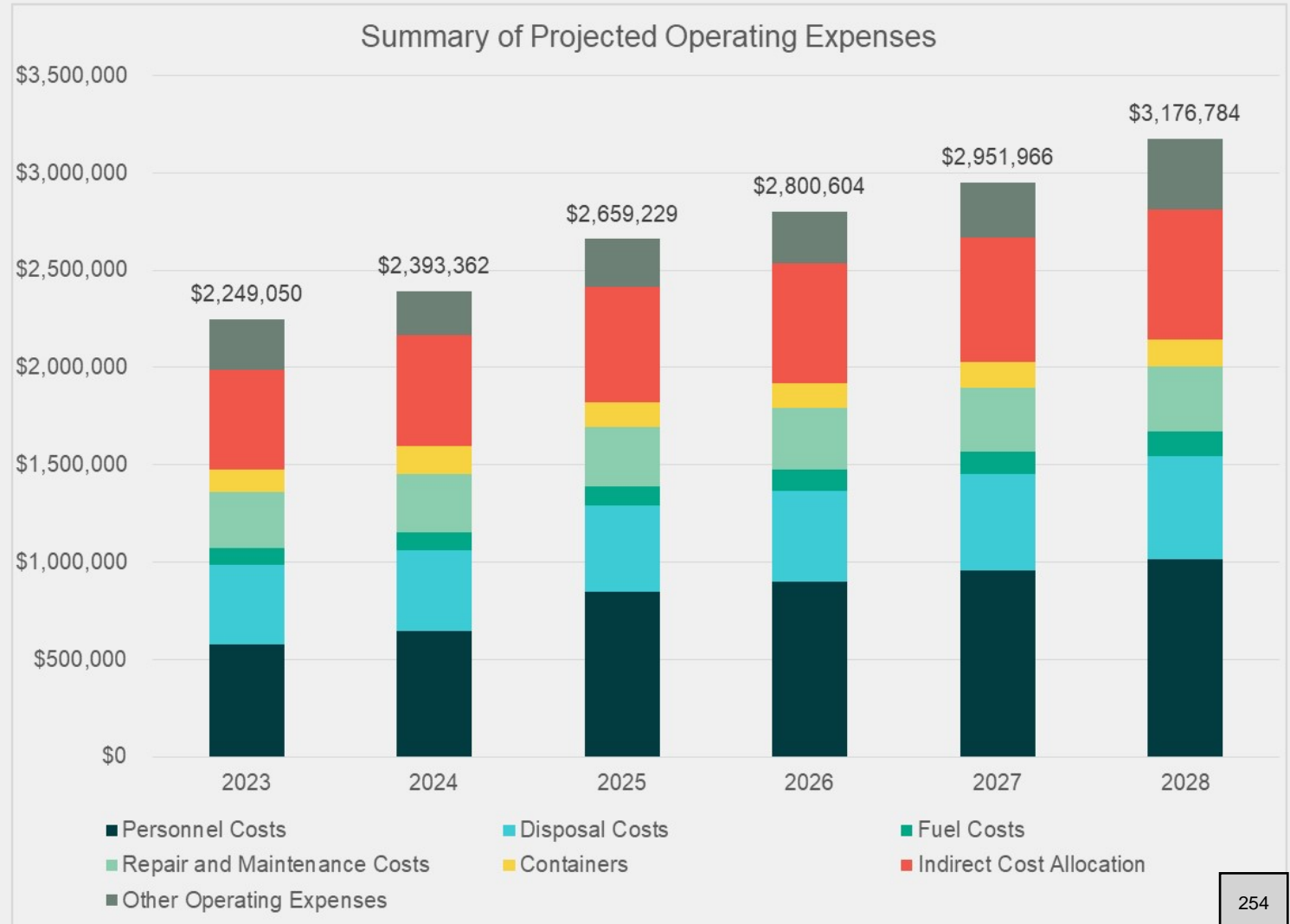
- Based on the adopted FY23 budget of \$2.2 million [*]
 - › Adjustment made to disposal costs based on an estimated increase in the tonnage for 2023 of +\$92K
 - › Adjustment for operating and revenue contingencies of \$27K
- (1) Additional Sanitation Truck Operator II to be hired in FY25
 - › New operator required to support future customers connecting to the system based on planned development projects
- (1) Additional Solid Waste Code Officer to be hired in FY25
- Projections include costs associated with fleet repairs and maintenance over the study period

[*] Excludes capital outlay, capital lease installments, and loan payments to General Fund.

[K] Thousands

Projected Operating Expenses (cont.)

- Budgeted expenses beyond FY23 were increased based on estimated inflationary allowances as follows:
 - › Labor: 11% (FY24); then 4% per year
 - › Health & Liability Insurance: 15% per year
 - › Fuel & Utilities: 5% per year
 - › General Inflation: 3% per year



Vehicle Replacements & Minor Equipment

- Total vehicle replacement / capital program of \$4.0 million
 - › Replacement of 10 trucks - \$3.9 million (proposed capital leases)
 - 3 Front end loader trucks
 - 3 Side loader trucks
 - 3 Grapple trucks
 - 1 Rear loader trucks
 - › Other capital outlay - \$0.1 million (rate funded)
 - Minor equipment and machinery

Proposed Vehicle Replacement Timeline

2023

- **FEL 45**
(14 YRS.)
- **ASL 50**
(14 YRS.)

2025

- **CLAM 66**
(8 YRS.)
- **REAR 42**
(20 YRS.)

2029

- **CLAM 68**
(8 YRS.)

2024

- **FEL 44**
(8 YRS.)
- **ASL 51**
(8 YRS.)

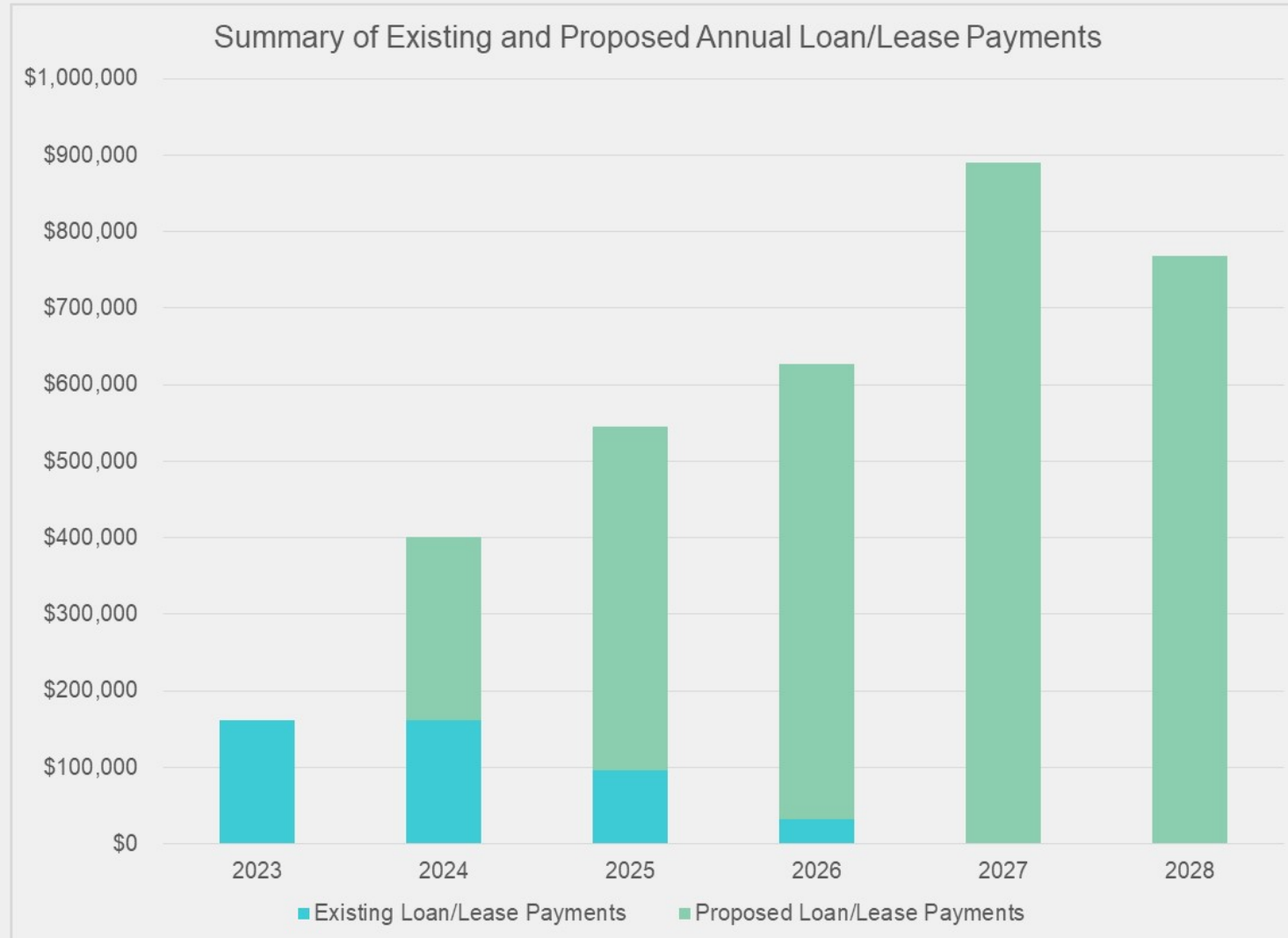
2026

- **FEL 56**
(7 YRS.)
- **ASL 58**
(7 YRS.)
- **CLAM 67**
(8 YRS.)

Projected Loans & Lease Payments

- Existing annual loan and lease payments of \$161,000 in FY23 decreasing to \$0 by FY26
 - › Existing Side Loader lease of \$65,000 ends in FY24
 - › Existing Mack MD7 Grapple Truck lease of \$65,000 ends in FY25
 - › General Fund Loan of \$31,000 ends in FY26
- Proposed annual capital lease payments starting in FY24 at \$239,000 and increasing to \$768,000 by FY28
 - › All proposed capital leases assume 4-year payback term and interest rate between 5.99% - 6.75%

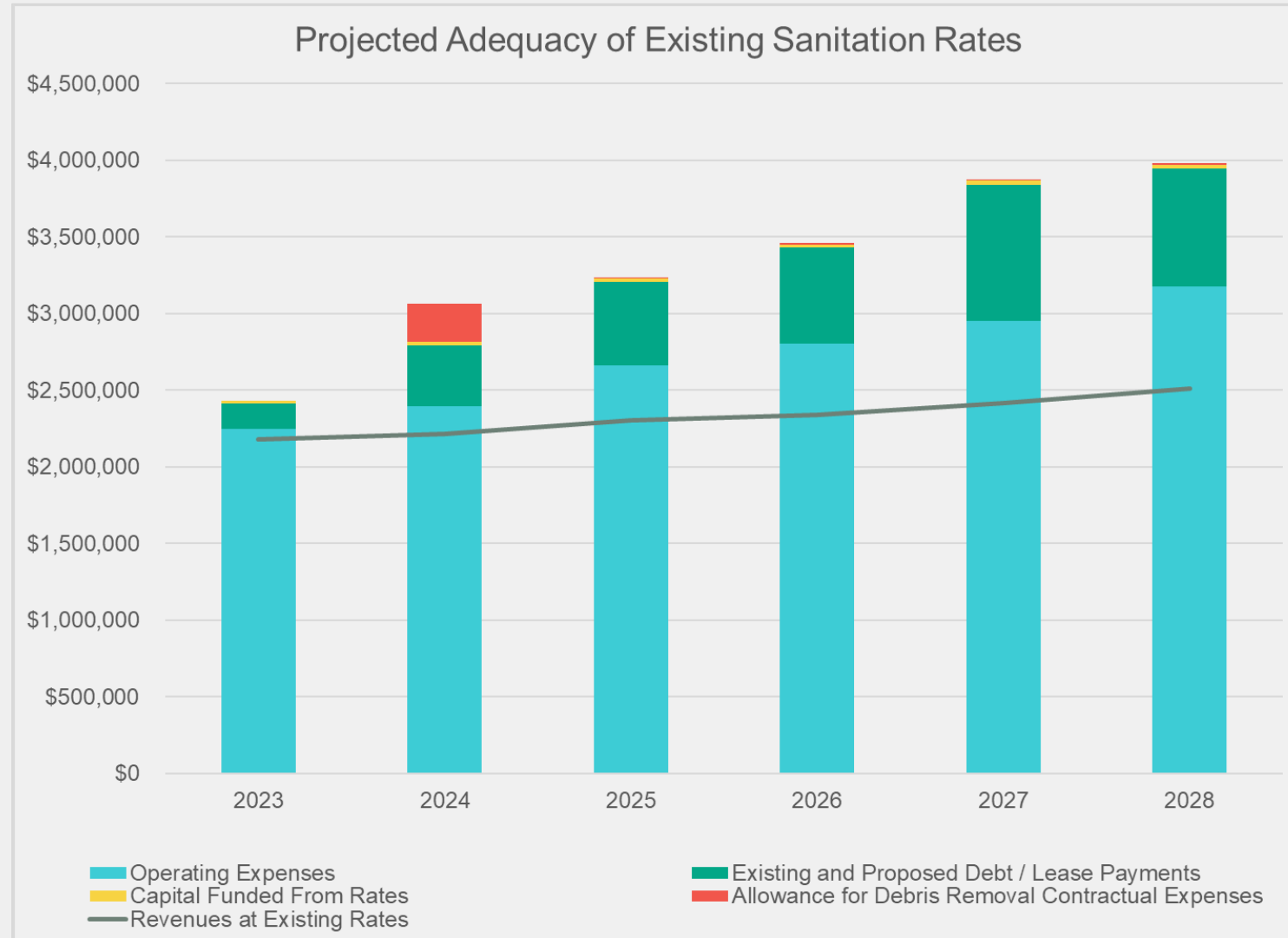
Projected Loan & Lease Payments (cont.)



Other Revenue Requirements

- Based on discussions with Town staff, we established funding of an allowance account for contractual debris removal expenses for storm events
 - › Transfer of \$250,000 in FY24 as initial deposit
 - › Nominal annual deposits of approx. \$7,900 per year to keep pace with inflation (3% per year)
- Minimum balance in unrestricted operating fund of 60 days of annual expenditures as minimum target in FY24
 - › Additional deposits to the operating fund over the study period to target at least 90 days of reserves

Adequacy of Existing Rates



Proposed Solid Waste Rates

Description	FY24	FY25	FY26	FY27	FY28
Funds Total Program					
Percent Rate Increase	48%	3%	3%	3%	3%
Proposed Annual Charge per Cart (Current Fee \$258.37)	<u>\$382.39</u>	<u>\$393.86</u>	<u>\$405.68</u>	<u>\$417.85</u>	<u>\$430.38</u>
Proposed Charge per Cubic Yard (CY) – Per Dumpster Size / Per Frequency of Pickup (Current Fee \$11.31)	<u>\$16.74</u>	<u>\$17.24</u>	<u>\$17.76</u>	<u>\$18.29</u>	<u>\$18.84</u>
	<u>Sample – Monthly Fees for Dumpster Services</u>				
2 CY Dumpster – 1 Pickup / Week (\$98.02)	\$145.07	\$149.42	\$153.90	\$158.52	\$163.28
4 CY Dumpster – 1 Pickup / Week (\$196.04)	\$290.14	\$298.84	\$307.81	\$317.04	\$326.55
6 CY Dumpster – 1 Pickup / Week (\$294.06)	\$435.21	\$448.27	\$461.71	\$475.56	\$489.83

Conclusions & Recommendations

1. The Solid Waste Utility should operate as a self-supporting enterprise fund with separate accounting from other Town departments
 - › Town has consistently used operating reserves to cover actual expenses, but those reserves have been mostly depleted
 - › Existing rates are not adequate to cover the current operations

Conclusions & Recommendations

2. On or about January 18, 2023, the Town Commission adopted an ordinance that moves multi-family dumpster accounts to the standard dumpster rates
 - › The projected financial results were prepared based on the adopted service classifications
 - › The Town Commission should consider adopting the proposed rates through FY28

Conclusions & Recommendations (cont.)

3. The Town Commission should consider adopting a reserve policy for the Solid Waste Utility to provide working capital and to help address unforeseen contingencies
 - › We recommend a target operating reserve balance of at least 90 days of annual expenditures that may be achieved by FY26 if the adopted rates are implemented
 - › A separate contingency fund of \$250,000 for emergency, debris removal should also be established
4. This study should be updated within 5-years

Q&A


Next Steps & Timeline

- **January-May 2023:** Solid Waste Rate Analysis
- **June 8, 2023:** Follow-up Meeting on the Solid Waste Rate Analysis
- **June 21, 2023:** Presentation to Town Commission on findings and recommendations from Solid Waste rate analysis (for discussion only)
- **July 28, 2023:** Town submits maximum proposed Solid Waste assessment rates to PB County (TRIM Notice)
- **August 2023:** Fee Schedule Resolution presented for approval
- **August 18, 2023:** TRIM Notices mailed to all taxpayers
- **September 2023:** Town submits approved Solid Waste assessment rates
- **November 1, 2023:** Tax bill sent to all taxpayers

Connect with Us!



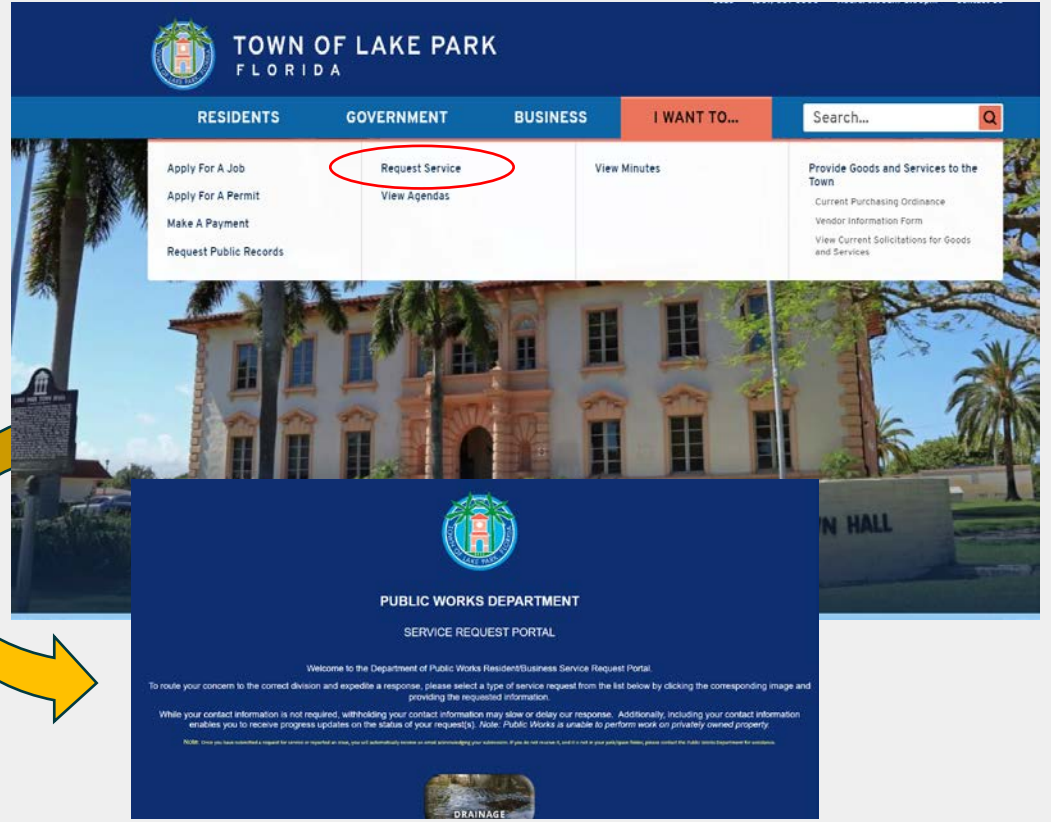
- New Service Request Portal
 - › Request Service
 - › Report Issues

 (561) 881-3345

 publicworks@lakeparkflorida.gov



SCAN AND BOOKMARK ME!





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Originating Department: Public Works

Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Agreement with Hinterland Group, Inc., for the Provision of Stormwater Collection System Rehabilitation and Related Services.

Agenda Title: _____

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.15 15:15:35 -04'00' **Date:** _____

Cost of Item: N/A **Funding Source:** _____

Account Number: N/A **Finance Signature:** _____

Advertised: _____

Date: N/A **Newspaper:** _____

Attachments: _____

1. Agenda Request Form
2. Resolution
3. Agreement between the Town of Lake Park and Hinterland Group, Inc.
4. Charlotte County, Florida/Hinterland Group RFB No. 2022000547

Please initial one:
_____ Yes, I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Town operates a Stormwater Utility, which includes 10.6 miles of underground pipes. It is estimated that more than 20% of the existing infrastructure has exceeded its service life and should be replaced or rehabilitated immediately.

The proposed cooperative purchase Agreement (**Attachment 3**) will allow the Town to complete several high-priority stormwater infrastructure projects all under a single, flexible contract that Charlotte County, Florida, publicly and competitively solicited for Hinterland Group, Inc., "Contractor", to provide the

County with Stormwater Collection System Rehabilitation and related services (**Attachment 4**).

Charlotte County, Florida awarded the Agreement to the Contractor, with a one-year term, effective October 1, 2022, through September 30, 2023. The Agreement has an option for two (2) additional one-year terms.

The Contractor is willing to extend the same advantageous pricing, terms and conditions found within the Charlotte County, Florida contract to the Town of Lake Park.

Staff envisions utilizing this contract, beginning on June 22, 2023, to complete several pending stormwater infrastructure rehabilitative projects.

These repairs will come before the Commission later, as appropriate, for individual work authorization.

Recommended Motion:

I move to adopt Resolution No. _____

RESOLUTION 41-06-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC., TO PROVIDE THE TOWN WITH STORMWATER COLLECTION SYSTEM REHABILITATION AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with public private corporations and businesses, pursuant to Florida Statutes; and

WHEREAS, Charlotte County, Florida, solicited bids as part of a competitive solicitation and selected the Hinterland Group, Inc., (Contractor) to provide stormwater collection system rehabilitation and other related services in accordance with Agreement Number RFB2022000547; and

WHEREAS, pursuant to the Town’s purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to Charlotte County for the same pricing, terms, and conditions set forth Agreement Number RFB2022000547; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an agreement with the Contractor for stormwater collection system rehabilitation

services associated with the Town's stormwater collection system. The agreement shall be based upon the same terms, pricing and conditions as contained in Agreement Number RFB2022000547. A copy of the agreement is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

**AGREEMENT FOR STORMWATER COLLECTION SYSTEM REHABILITATION
AND RELATED SERVICES.**

THIS AGREEMENT TO PROVIDE STORMWATER COLLECTION SYSTEM REHABILITATION SERVICES (AGREEMENT) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park, a municipal corporation of the state of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Hinterland Group, Inc., 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404 ("Contractor"), (collectively the Parties).

WITNESSETH THAT:

WHEREAS, the Town of Lake Park (Town) is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town operates a stormwater utility, and the Town Manager has determined a need for contractors to provide stormwater collection system rehabilitation services; and

WHEREAS, Charlotte County, Florida, solicited bids as part of a competitive solicitation process and selected the Hinterland Group, Inc., (Contractor) to provide stormwater collection system rehabilitation services in accordance with RFB No. 2022000547; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town using the same pricing, terms, and conditions as set forth in the agreement the Contractor entered into with its agreement with Charlotte County, Florida, RFB No. 2022000547; and

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The Contractor shall provide stormwater collection system rehabilitation services to the Town based upon the same terms, conditions, and pricing as it has agreed to provide to Charlotte County, Florida, in accordance with RFB No. 2022000547, a copy of which is attached hereto and incorporated herein.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain all public records required by the Town to perform the services which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records to the Town, or any person requesting the same.
 - c. Ensure that any public records that are exempt remain confidential from disclosure and shall not be produced or disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement.
 - d. Upon the completion of the services to be performed associated with the Agreement, transfer, at no cost, to the Town all public records in the Contractor's possession; or keep and maintain the public records associated with the services upon request by the Town or any person. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that it has retained that are exempt from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of Agreement No. RFB2022000547 which it entered into with Charlotte County, Florida in October 2022, a copy of which is attached hereto and incorporated herein.
 4. The Town agrees to pay for the stormwater collection system rehabilitation services of the Contractor based upon the same terms, pricing, and conditions as set forth in Agreement No. RFB2022000547.
 5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
 6. Notices to the Contractor and Town shall be directed to the addresses reflected at the beginning of this Agreement.

- 7. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Hinterland Group, Inc.:
By: _____

Its: Project Director
CHASE ROGERS

Printed



September 27, 2022

Mr. Chase Rogers
Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
info@hinterlandgroup.com

Re: **NOTICE OF ACCEPTANCE**

Dear Mr. Rogers:

This letter shall serve as notification of official acceptance by the County Administration to award **Request for Bid #2022000547, Stormwater Collection System Rehabilitation- Annual Contract**, submitted by Hinterland Group, Inc. The acceptance of your bid form, properly executed by an authorized representative of the company, together with the complete Request for Bid package furnished by Charlotte County, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter, RFB #2022000547, and bid form submitted by your company on August 24, 2022. Purchase orders will be issued on an as-needed basis throughout the term of the contract. Payment shall be made based on the unit prices in your bid form and in accordance with the Local Government Prompt Payment Act of the Florida State Statutes (F.S. 218.74).

The contract shall become active on October 1, 2022 and shall remain in full force and effect through and including September 30, 2023, with option to renew for two (2) additional one-year terms, at the same prices, terms and conditions, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Kim Chamberlain, Contract Specialist at 941-743-1527 for this project.

Sincerely,

Cheri Alexander

Cheri J. Alexander, C.P.M., CPPB
Acting Senior Division Manager - Purchasing
/kc

ACCEPTED:



Signature Daniel Duke, III - President

Date October 3, 2022

PURCHASING

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948
Phone: 941.743.1527 | Fax: 941.743.1384



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ▶			Advanced Pace Technologies, LLC		Vortex Services, LLC		Hinterland Group, Inc.	
Location ▶			Clermont, FL		Tampa, FL		Riviera Beach, FL	
Description ▼	Unit	Est. Qty.	Price	Extension	Price	Extension	Price	Extension
1a. TV Survey: Pre and Post Construction Survey	LF	150	\$ 12.50	\$ 1,875.00	\$ 25.00	\$ 3,750.00	\$ 15.00	\$ 2,250.00
1b. Sonar Pre and Post Construction Survey (1/2 day is equivalent to 4 hours)	DAY	0.5	\$ 2,000.00	\$ 1,000.00	\$ 10,000.00	\$ 5,000.00	\$ 250.00	\$ 125.00
2. Warranty	LF	150	\$ 50.00	\$ 7,500.00	\$ 5.00	\$ 750.00	\$ 20.00	\$ 3,000.00
3a. 16"-29"	LF	150	\$ 10.00	\$ 1,500.00	\$ 8.00	\$ 1,200.00	\$ 2.00	\$ 300.00
3b. 30"-42"	LF	150	\$ 15.00	\$ 2,250.00	\$ 15.00	\$ 2,250.00	\$ 3.00	\$ 450.00
3c. 42" or greater	LF	150	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 6.00	\$ 900.00
4a. 16"- 29"	LF	150	\$ 15.00	\$ 2,250.00	\$ 12.00	\$ 1,800.00	\$ 4.00	\$ 600.00
4b. 30"- 42"	LF	150	\$ 20.00	\$ 3,000.00	\$ 22.50	\$ 3,375.00	\$ 5.00	\$ 750.00
4c. 42" or greater	LF	150	\$ 30.00	\$ 4,500.00	\$ 37.50	\$ 5,625.00	\$ 10.00	\$ 1,500.00
5a. 16"- 29"	LF	150	\$ 20.00	\$ 3,000.00	\$ 32.00	\$ 4,800.00	\$ 10.00	\$ 1,500.00
5b. 30"-42"	LF	150	\$ 30.00	\$ 4,500.00	\$ 60.00	\$ 9,000.00	\$ 15.00	\$ 2,250.00
5c. 42" or greater	LF	150	\$ 40.00	\$ 6,000.00	\$ 100.00	\$ 15,000.00	\$ 60.00	\$ 9,000.00
6. 15" Cured in Place Pipe - 7.5mm	LF	150	\$ 90.00	\$ 13,500.00	\$ 120.00	\$ 18,000.00	\$ 71.00	\$ 10,650.00
7. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 5.00	\$ 750.00	\$ 0.10	\$ 15.00
8. 18" Cured in Place Pipe - 9mm	LF	150	\$ 125.00	\$ 18,750.00	\$ 144.00	\$ 21,600.00	\$ 85.00	\$ 12,750.00
9. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 7.00	\$ 1,050.00	\$ 0.10	\$ 15.00
10. 21" Cured in Place Pipe - 9mm	LF	150	\$ 150.00	\$ 22,500.00	\$ 168.00	\$ 25,200.00	\$ 86.00	\$ 12,900.00
11. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 9.00	\$ 1,350.00	\$ 0.10	\$ 15.00
12. 24" Cured in Place Pipe - 10.5mm	LF	150	\$ 175.00	\$ 26,250.00	\$ 192.00	\$ 28,800.00	\$ 115.00	\$ 17,250.00
13. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 12.00	\$ 1,800.00	\$ 0.10	\$ 15.00
14. 27" Cured in Place Pipe - 10.5mm	LF	150	\$ 215.00	\$ 32,250.00	\$ 216.00	\$ 32,400.00	\$ 115.00	\$ 17,250.00
15. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 15.00	\$ 2,250.00	\$ 0.10	\$ 15.00
16. 30" Cured in Place Pipe - 12mm	LF	150	\$ 245.00	\$ 36,750.00	\$ 240.00	\$ 36,000.00	\$ 157.00	\$ 23,550.00
17. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 17.00	\$ 2,550.00	\$ 0.10	\$



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ▶			Advanced Pace Technologies, LLC		Vortex Services, LLC		Hinterland Group, Inc.	
Location ▶			Clermont, FL		Tampa, FL		Riviera Beach, FL	
Description ▼	Unit	Est. Qty.	Price	Extension	Price	Extension	Price	Extension
18. 36" Cured in Place Pipe - 12mm	LF	150	\$ 280.00	\$ 42,000.00	\$ 288.00	\$ 43,200.00	\$ 167.00	\$ 25,050.00
19. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 20.00	\$ 3,000.00	\$ 0.10	\$ 15.00
20. 42" Cured in Place Pipe - 16.5mm	LF	150	\$ 330.00	\$ 49,500.00	\$ 336.00	\$ 50,400.00	\$ 218.00	\$ 32,700.00
21. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 25.00	\$ 3,750.00	\$ 0.10	\$ 15.00
22. 48" Cured in Place Pipe - 18mm	LF	150	\$ 385.00	\$ 57,750.00	\$ 432.00	\$ 64,800.00	\$ 278.00	\$ 41,700.00
23. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 30.00	\$ 4,500.00	\$ 0.10	\$ 15.00
24. 54" Cured in Place – 19.5mm	LF	150	\$ 580.00	\$ 87,000.00	\$ 486.00	\$ 72,900.00	\$ 336.00	\$ 50,400.00
25. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 35.00	\$ 5,250.00	\$ 0.10	\$ 15.00
26. 60" Cured in Place – 21mm	LF	150	\$ 680.00	\$ 102,000.00	\$ 600.00	\$ 90,000.00	\$ 442.00	\$ 66,300.00
27. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 40.00	\$ 6,000.00	\$ 0.10	\$ 15.00
28. 66" Cured in Place – 24mm	LF	150	\$ 750.00	\$ 112,500.00	\$ 726.00	\$ 108,900.00	\$ 442.00	\$ 66,300.00
29. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 45.00	\$ 6,750.00	\$ 0.10	\$ 15.00
30. 72" Cured in Place – 27mm	LF	150	\$ 1,100.00	\$ 165,000.00	\$ 1,008.00	\$ 151,200.00	\$ 660.00	\$ 99,000.00
31. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 50.00	\$ 7,500.00	\$ 0.10	\$ 15.00
32. 84" Cured in Place – 31.5mm	LF	150	\$ 1,850.00	\$ 277,500.00	\$ 1,260.00	\$ 189,000.00	\$ 680.00	\$ 102,000.00
33. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 25.00	\$ 3,750.00	\$ 55.00	\$ 8,250.00	\$ 0.10	\$ 15.00
34. 96" Cured in Place – 37.5mm	LF	150	\$ 2,750.00	\$ 412,500.00	\$ 1,536.00	\$ 230,400.00	\$ 825.00	\$ 123,750.00
35. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 60.00	\$ 9,000.00	\$ 0.10	\$ 15.00
36. 17"x13" Cured in Place Pipe – 7.5mm	LF	150	\$ 85.00	\$ 12,750.00	\$ 135.00	\$ 20,250.00	\$ 60.00	\$ 9,000.00
37. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 5.00	\$ 750.00	\$ 0.10	\$ 15.00
38. 21"x15" Cured in Place Pipe - 9mm	LF	150	\$ 120.00	\$ 18,000.00	\$ 162.00	\$ 24,300.00	\$ 86.00	\$ 12,900.00
39. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 7.00	\$ 1,050.00	\$ 0.10	\$ 15.00
40. 28"x20" Cured in Place Pipe - 9mm	LF	150	\$ 180.00	\$ 27,000.00	\$ 216.00	\$ 32,400.00	\$ 85.00	\$ 12,750.00
41. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 9.00	\$ 1,350.00	\$ 0.10	\$



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ▶			Advanced Pace Technologies, LLC		Vortex Services, LLC		Hinterland Group, Inc.	
Location ▶			Clermont, FL		Tampa, FL		Riviera Beach, FL	
Description ▼	Unit	Est. Qty.	Price	Extension	Price	Extension	Price	Extension
42. 35"x24" Cured in Place Pipe - 10.5mm	LF	150	\$ 245.00	\$ 36,750.00	\$ 295.00	\$ 44,250.00	\$ 140.00	\$ 21,000.00
43. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 12.00	\$ 1,800.00	\$ 0.10	\$ 15.00
44. 42"x29" Cured in Place Pipe - 12mm	LF	150	\$ 285.00	\$ 42,750.00	\$ 355.00	\$ 53,250.00	\$ 150.00	\$ 22,500.00
45. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 15.00	\$ 2,250.00	\$ 0.10	\$ 15.00
46. 49"x33" Cured in Place Pipe - 16.5mm	LF	150	\$ 335.00	\$ 50,250.00	\$ 451.00	\$ 67,650.00	\$ 220.00	\$ 33,000.00
47. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 20.00	\$ 3,000.00	\$ 0.10	\$ 15.00
48. 57"x38" Cured in Place Pipe - 18mm	LF	150	\$ 385.00	\$ 57,750.00	\$ 570.00	\$ 85,500.00	\$ 260.00	\$ 39,000.00
49. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 3.00	\$ 450.00	\$ 25.00	\$ 3,750.00	\$ 0.10	\$ 15.00
50. Disposal of Materials	CY	50	\$ 1,000.00	\$ 50,000.00	\$ 175.00	\$ 8,750.00	\$ 235.00	\$ 11,750.00
51. Mobilization	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00	\$ 9,600.00	\$ 9,600.00
TOTAL ANNUAL BID PRICE				\$ 1,824,575.00		\$ 1,645,650.00		\$ 896,005.00
MANUFACTURER			Manufactured Technologies Corporation		Vortex Services, LLC		Global Materials	



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ▶			Inliner Solutions, LLC	
Location ▶			Sanford, FL	
Description ▼	Unit	Est. Qty.	Price	Extension
1a. TV Survey: Pre and Post Construction Survey	LF	150	\$ 15.00	\$ 2,250.00
1b. Sonar Pre and Post Construction Survey (1/2 day is equivalent to 4 hours)	DAY	0.5	\$ 11,500.00	\$ 5,750.00
2. Warranty	LF	150	\$ 35.00	\$ 5,250.00
3a. 16"-29"	LF	150	\$ 9.00	\$ 1,350.00
3b. 30"-42"	LF	150	\$ 14.00	\$ 2,100.00
3c. 42" or greater	LF	150	\$ 18.00	\$ 2,700.00
4a. 16"- 29"	LF	150	\$ 14.00	\$ 2,100.00
4b. 30"- 42"	LF	150	\$ 18.00	\$ 2,700.00
4c. 42" or greater	LF	150	\$ 23.00	\$ 3,450.00
5a. 16"- 29"	LF	150	\$ 27.00	\$ 4,050.00
5b. 30"-42"	LF	150	\$ 32.00	\$ 4,800.00
5c. 42" or greater	LF	150	\$ 36.00	\$ 5,400.00
6. 15" Cured in Place Pipe - 7.5mm	LF	150	\$ 113.00	\$ 16,950.00
7. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 4.00	\$ 600.00
8. 18" Cured in Place Pipe - 9mm	LF	150	\$ 126.00	\$ 18,900.00
9. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 5.00	\$ 750.00
10. 21" Cured in Place Pipe - 9mm	LF	150	\$ 139.00	\$ 20,850.00
11. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 5.00	\$ 750.00
12. 24" Cured in Place Pipe - 10.5mm	LF	150	\$ 157.00	\$ 23,550.00
13. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 5.00	\$ 750.00
14. 27" Cured in Place Pipe - 10.5mm	LF	150	\$ 178.00	\$ 26,700.00
15. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 5.00	\$ 750.00
16. 30" Cured in Place Pipe - 12mm	LF	150	\$ 200.00	\$ 30,000.00
17. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 7.00	\$ 1,050.00



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ►			Inliner Solutions, LLC	
Location ►			Sanford, FL	
Description ▼	Unit	Est. Qty.	Price	Extension
18. 36" Cured in Place Pipe - 12mm	LF	150	\$ 243.00	\$ 36,450.00
19. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 9.00	\$ 1,350.00
20. 42" Cured in Place Pipe - 16.5mm	LF	150	\$ 348.00	\$ 52,200.00
21. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 10.00	\$ 1,500.00
22. 48" Cured in Place Pipe - 18mm	LF	150	\$ 453.00	\$ 67,950.00
23. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 11.00	\$ 1,650.00
24. 54" Cured in Place – 19.5mm	LF	150	\$ 627.00	\$ 94,050.00
25. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 14.00	\$ 2,100.00
26. 60" Cured in Place – 21mm	LF	150	\$ 694.00	\$ 104,100.00
27. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 17.00	\$ 2,550.00
28. 66" Cured in Place – 24mm	LF	150	\$ 827.00	\$ 124,050.00
29. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 18.00	\$ 2,700.00
30. 72" Cured in Place – 27mm	LF	150	\$ 933.00	\$ 139,950.00
31. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 19.00	\$ 2,850.00
32. 84" Cured in Place – 31.5mm	LF	150	\$ 1,152.00	\$ 172,800.00
33. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 20.00	\$ 3,000.00
34. 96" Cured in Place – 37.5mm	LF	150	\$ 1,424.00	\$ 213,600.00
35. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 27.00	\$ 4,050.00
36. 17"x13" Cured in Place Pipe – 7.5mm	LF	150	\$ 111.00	\$ 16,650.00
37. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 4.00	\$ 600.00
38. 21"x15" Cured in Place Pipe - 9mm	LF	150	\$ 133.00	\$ 19,950.00
39. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 5.00	\$ 750.00
40. 28"x20" Cured in Place Pipe - 9mm	LF	150	\$ 162.00	\$ 24,300.00
41. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 6.00	\$ 900.00



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
BID TABULATION
STORMWATER COLLECTION SYSTEM REHABILITATION- ANNUAL CONTRACT
RFB NO. 2022000547

Item 5.

BID DUE DATE: AUGUST 24, 2022

DEPARTMENT: PUBLIC WORKS

Company Names ▶			Inliner Solutions, LLC	
Location ▶			Sanford, FL	
Description ▼	Unit	Est. Qty.	Price	Extension
42. 35"x24" Cured in Place Pipe - 10.5mm	LF	150	\$ 206.00	\$ 30,900.00
43. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 7.00	\$ 1,050.00
44. 42"x29" Cured in Place Pipe - 12mm	LF	150	\$ 290.00	\$ 43,500.00
45. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 9.00	\$ 1,350.00
46. 49"x33" Cured in Place Pipe - 16.5mm	LF	150	\$ 375.00	\$ 56,250.00
47. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 10.00	\$ 1,500.00
48. 57"x38" Cured in Place Pipe - 18mm	LF	150	\$ 491.00	\$ 73,650.00
49. Thickness Variance +/- per 1.5mm/lf	LF	150	\$ 11.00	\$ 1,650.00
50. Disposal of Materials	CY	50	\$ 143.00	\$ 7,150.00
51. Mobilization	EA	1	\$ 5,675.00	\$ 5,675.00
TOTAL ANNUAL BID PRICE				\$ 1,496,225.00
MANUFACTURER			Liner Products	



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Bicon Inc., DBA S&S National Waste, for the Provision of Roll-Off Collection Services.

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.15 15:26:32 -04'00' **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

Advertised: N/A **Newspaper:** N/A
Date: N/A

- Attachments:**
1. Agenda Request Form
 2. Resolution
 3. Franchise Agreement for Roll-off Container Services between the Town of Lake Park and Bicon Inc., d/b/a S&S National Waste
 4. Franchise Application_S&S National Waste
 5. Procedures for establishing a Franchise with the Town of Lake Park for the provision of roll-off containers services (Resolution 99-12-17)

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

On December 6, 2017, the Town of Lake Park Commission approved Resolution No. 99-12-17, which established an application process for authorizing non-exclusive franchises for roll-off container collection services with a term of three (3) years.

After providing the required Public Notice seeking applicants to provide roll-off services in the Town, staff received one fully responsive application, from Waste Management, Inc., (or WMI), with whom the Town later entered into an agreement to provide said services, effective March 7, 2018.

The Franchise Agreement expired on March 8, 2021, which prompted Town staff to submit an amendment to extend the agreement on a month-to-month basis until a new agreement could be secured with qualified service provider(s).

Following a second solicitation, WMI was again the sole fully responsive applicant to provide roll-off container services in the Town. The Town Commission, through Resolution 69-11-21, approved and entered into a new agreement with Waste Management for the provision of roll-off container services.

Additionally, the Public Works Department has been contacted by several residents and businesses in the Town to express a desire for additional haulers to provide roll-off services, with the goal of creating better economic competition and better pricing for Town roll-off users. It is with this intent that the department recently published a subsequent round of solicitation (RFP 107-2023) seeking haulers interested in providing roll-off services through a franchise agreement with the Town.

The Town received three (3) applications in response to RFP 107-2023. One application was not fully responsive and was therefore removed from further consideration.

Two applications were fully responsive and are recommended for award of a Franchise Agreement with the Town for the provision of roll-off services:

- **Coastal Waste and Recycling of Palm Beach, LLC**
- **Bicon Inc., d/b/a S&S National Waste**

Each proposed Franchise Agreement has a term duration of three (3) years, beginning on June 21, 2023, and expiring on June 21, 2026. Additionally, each Franchise Agreement also provides for two (2) additional one-year extensions, at the convenience of the Town.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 42-06-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH BICON INC., DBA S&S NATIONAL WASTE, FOR THE PROVISION OF ROLL-OFF COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with private corporations pursuant to Florida Statutes; and

WHEREAS, on December 6, 2017, the Town Commission adopted Resolution 99-12-17, establishing a process to grant non-exclusive franchises for the provision of roll-off collection services; and

WHEREAS, pursuant to the Town’s Purchasing Ordinance, the Town solicited qualified businesses through a public notice published Sunday, April 9, 2023 through May 10, 2023, to provide roll-off collection services; and

WHEREAS, on May 10, 2023, an application was received from Bicon, Inc., DBA S&S National Waste, (“Contractor”) in response to the Town’s solicitation for non-exclusive roll-off container franchises; and

WHEREAS, Town Manager has recommended to the Town Commission that it execute an agreement with the Contractor awarding it a non-exclusive franchise for roll-off collection services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the franchise agreement with Bicon, Inc., DBA S&S National Waste. A copy of the agreement is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT FOR ROLL-OFF CONTAINER COLLECTION SERVICES (Agreement) is made and entered into as of this ____ day of ____ 2023, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Bicon Inc., DBA S&S National Waste**, a Florida corporation, with a business address at 1480 Skees Road, West Palm Beach, Florida 33411 ("Franchisee").

WITNESSETH THAT

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission previously determined that it is necessary to establish a process for granting non-exclusive franchises for roll-off collection services; and

WHEREAS, the Town Commission previously adopted Resolution 99-12-17, which establishes an application process for authorizing non-exclusive franchises for roll-off container collection services; and

WHEREAS, this Agreement sets forth the terms making an applicant eligible for the award of a non-exclusive franchise by for roll-off container collection services.

SECTION 1. Engaging in business of roll-off collection services.

- (a) The Franchisee shall be responsible for the payment of all business tax receipts and/or any other licenses which are required by law. This nonexclusive franchise is hereby issued only to the Franchisee, but not any of its related or affiliated firms. The Franchisee shall not subcontract with any other individual, firm, company or corporation to provide services under this franchise.
- (b) The Franchisees shall maintain an office in Palm Beach County where

complaints can be received and processed. The Franchisee shall be responsible for providing the Town with copies of any complaints received. The failure to provide the Town with copies of the complaints may subject the Franchisee to revocation of its franchise.

- (c) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the Franchisee's name, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all of the Franchisee's trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services by the Franchisee within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All of the Franchisee's drivers shall be appropriately licensed.
- (d) The Franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the Franchisee, the Franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne *e x c l u s i v e l y* by the Franchisee at its sole cost and expense and shall not be billed to the Town or the Franchisee's customer.
- (e) The Franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of any claims, demands, costs or judgments made or awarded against the Town arising out of the wrongful acts or omission of the Franchisee or its employees, agents or subcontractors in the performance of the Franchisee's roll-off collection services within the Town.
- (f) Each Franchisee shall obtain and maintain, at its own expense, all licenses and permits which are required by law or regulation to conduct roll-off collection services.
- (g) The grant of a franchise does not relieve a Franchisee from complying with the requirements of Chapter 403, Florida Statutes, and the rules established by the Florida Department of Environmental Protection, OSHA, the Florida Department of Transportation's rules, and any other federal, state, county or Town laws.

SECTION 2. Nonexclusive franchise fee requirements; monthly fees; reporting requirements.

- (a) All Franchisees shall pay to the Town an annual nonexclusive franchise fee of \$1,500.00, payable the next business day following the Town Commission's

approval of the franchise and thereafter on the anniversary date during the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.

- (b) All Franchisees shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations the Franchisee conducts within the corporate limits of the Town.
- (c) The Franchisee shall, within 30 days of the last day of each quarter of the calendar year, deliver to the Town's Finance Department the payment of all quarterly collection fees.
- (d) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the Franchisee who has the authority to legally bind the company, firm, or corporation.
- (e) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
- (f) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged by each account by the Franchisee for roll-off collection services.
- (g) The Franchisee shall not provide for the sharing of any roll-off collection account between property owners. The Franchisee shall maintain separate contracts with each property owner who requests its services.
- (h) Upon the renewal of the Franchisee's annual business tax receipt, the Franchisee shall provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees.
- (i) The Franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the Franchisees' compliance with this section. If the Franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the Franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. The Franchisee's failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise.

SECTION 3. Rates for roll-off collection services.

The rates and charges for roll-off collection services shall be set forth in an agreement between the Franchisee and its customers. The Franchisee is responsible for billing and collecting all fees and charges for its services directly to and from its customers. The Franchisee shall present the roll-off collection fee payable to the Town as a line item on each customer invoice.

SECTION 4. Disposal required at Town- and/or County-approved facilities.

Any and all solid waste material collected by the Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Palm Beach County Solid Waste Authority (SWA). The Franchisee shall directly pay the SWA for the disposal costs at the SWA's facilities. The Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be the cause for the revocation of the franchise.

SECTION 5. – Indemnification and Insurance

- (a) The Franchisee shall maintain general liability insurance and automobile liability insurance policies during the term of the franchise. The Franchisee shall submit the policies it maintains, which shall include the Franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by the Franchisee prior to providing any franchise services.
- (b) If any policy is canceled or lapses the Franchisee shall provide the Town with the substitute policy, it has obtained to satisfy the requirements herein such that there is no lapse in coverage during the term.
- (c) The Franchisee shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which may be incurred as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Franchisee or its employees, agents, servants, partners, principals, or subcontractors. The Franchisee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees

which may be incurred thereon. The Franchisee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Franchisee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town, its elected or appointed officials, employees, agents, and instrumentalities as herein provided.

SECTION 7. – Insurance

In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

SECTION 8.- Authorization to provide services.

The Franchisee is hereby authorized to provide roll-off collection services for the calendar year in which it was approved upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with all other terms and conditions contained herein.

SECTION 9.- Term of franchise.

The term of this franchise shall be three (3) years, commencing June 21, 2023, and terminating June 21, 2026. One hundred twenty (120) days prior to the expiration of any term, the Franchisee may request an extension of the franchise for an additional two years, which may be approved by the Town Commission at its sole discretion. Provided, however, that the extension of the franchise shall be limited to two (2) one-year extensions.

SECTION 10.- Transfer of nonexclusive franchise.

Upon the sale or legal transfer of the Franchisee's business, the new owner shall submit to the Town a written application to transfer the franchise. The application must demonstrate that the successor to the franchise meets all of the requirements of this Agreement. This franchise shall not be transferred to a new operational location. Any proposed transfer of a franchise to the new owner shall not be final until approved by the Town Commission. Once transferred, the franchise shall remain in effect for the remainder of the term stated herein.

SECTION 11. - Revocation of nonexclusive franchise.

- (a) In the event a Franchisee fails to comply with any of the terms specified herein, the Town Commission may, upon the service of written notice of revocation as described below, revoke the non-exclusive roll-off franchise.
- (b) The Franchisee's violation of any of the terms and conditions of this

Agreement which the Town determines is a danger to the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a Franchisee to revocation of its franchise.

- (c) The Franchisee's submission of false or inaccurate information in its application or operational reports; the failure to submit the operational reports; to make payment of fees; the submission to a lawful inspection of the Franchisee's location or operation, may subject a Franchisee to revocation the revocation of its franchise.
- (d) In the event the Town proposes to revoke the Franchisee's franchise previously granted for a violation of this Agreement, it agrees to provide the Franchisee with written notice of such revocation and the reasons therefore, by hand delivery, or certified mail, addressed to the Franchisee at the address provided by the Franchisee in its application to the Town, or if changed and acknowledged by the Town at the new location.

SECTION 12. - Amendments.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify a franchise awarded to a Franchisee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

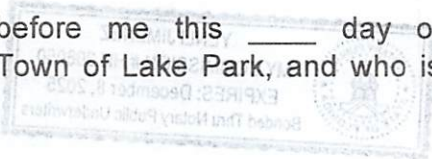
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this _____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.



(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Contractor:

By: S. Rivera
Sharelyn Rivera
Printed Name

By: [Signature]
Its: CEO

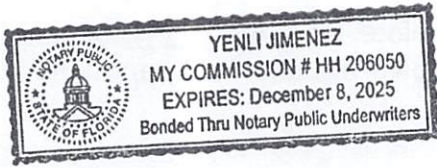
Janna Wheeler
Printed

Carla Orzade
Carla Orzade
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 12th day of June 2023 by Sharelyn Rivera, as Finance Manager of Bicon dba StS National Waste, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Handwritten signature]

Notary Public, State of Florida

P:\DOCS\26508\00001\DOC\2816722.DOCX

**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

- 1. Application Date: April 24, 2023
- 2. Applicant/Business Name: Bicon Inc DBA S+S National Waste
- 3. Corporate Office Address: 1480 Shees Rd. West Palm Beach FL, 33411
- 4. Palm Beach County Physical Address: 1060 Shees Rd. West Palm Beach FL, 33411
- 5. Mailing Address: 1480 Shees Rd. West Palm Beach FL, 33411
- 6. Phone Number: 561-340-3111
- 7. Officers/Principals: See Attached
- 8. Contact for Town Franchise: (Name) Sharelyn Rivera
(Authorized Agent) (Address) 1480 Shees Rd. West Palm Beach FL, 33411
(Phone) 561-340-3103

9. Business History: List County in the State of Florida in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit, or license, and the dates of such operation for the last three years:

N/A

10. Other References: (include name, address, and phone number)

Reference 1: Kast Construction
701 North Point Pk Way WPB FL 33407
561-689-2910
Ap@kastbuild.com

Reference 2: Verdex Construction
1545 Centrepark Drive WPB FL 33401
561-440-1600
Ap@Verdex.com

Reference 3:

MOUW + ASSOCIATES
601 N. CONGRESS AVE. DELRAY BEACH FL 33445
561-276-9640
Accounting@mouw Associates.com

11. Has the applicant ever had a government contract, franchise, permit, or license revoked or suspended?

No Yes If yes, explain where, when, and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

No Yes

13. REQUIRED ATTACHMENTS:

- A.) Good Standing. Attach proof of good standing with the State Division of Corporations. Also, attach proof or registration of any fictitious names used by applicant.
- B.) Attach applicant's last annual financial statement.
- C.) Attach applicant's financial operating statement for the prior quarter.
- D.) Attach business tax receipt from County/City of principal place of business.
- E.) Attach Initial Annual Franchisee Payment of \$1500.00 (see below, and attached Resolution for terms and conditions). This payment will be returned to any applicant that is found to be less than fully responsive to all requirements.

16. Equipment. List all trucks, containers, and other equipment to be used in the franchise operations.

See Attached _____

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.
2. All equipment utilized for commercial roll-off collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial roll-off collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial roll-off collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial roll-off collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

10. Franchisee agrees to pay the annual \$1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 99-12-17 and to abide by all additional terms and conditions found within the Resolution (attached hereto and incorporated herein as part of this application).

Note: If the applicant is fully responsive to all requirements of the application, a contract will be executed between the applicant and the Town to formalize the agreement. The terms and conditions of the contract will include all terms and conditions found within this application and within Resolution No. 99-12-17.

- 3 -

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: Bicon Inc DBA SIS National Waste
(Business Name)

Date: 4 / 24 / 23

(Signature) [Signature]

(Print Name) Sharelyn Rivera

(Title) Finance Manager

FOR PUBLIC WORKS USE ONLY:

Date Received: 5 / 10 / 23 [Signature] Initials

Certificate of Corporate Good Standing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Financial Records	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Certificate of Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Sent to Risk <u> </u> / <u> </u> / <u> </u> ; Risk Approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u> </u>
Business Tax Receipt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Franchise Fee Paid	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: / /

FRANCHISE EXPIRES / /

State of Florida

Department of State

I certify from the records of this office that BICON, INC. is a corporation organized under the laws of the State of Florida, filed on January 26, 1988.

The document number of this corporation is K13608.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 23, 2023, 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 Twenty-third day of January,
2023*




Secretary of State

Tracking Number: 5575041418CC

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

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

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K13608

Entity Name: BICON, INC.

Current Principal Place of Business:

1480 SKEES RD
WEST PALM BEACH, FL 33411

Current Mailing Address:

1480 SKEES RD
WEST PALM BEACH, FL 33411 US

FEI Number: 65-0038896

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MCGOEY, MICHAEL J
639 E OCEAN AVE#101
BOYNTON BEACH, FL 33435 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:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title P
Name MICKELSON, ANNETTE
Address 1060 SKEES RD
City-State-Zip: WEST PALM BEACH FL 33411

Title COO
Name WHEELER, LANCE
Address 2511 F RD
City-State-Zip: LOXAHATCHEE FL 33470

Title CEO
Name WHEELER, JANNA
Address 2511 F RD
City-State-Zip: LOXAHATCHEE FL 33470

Title SECRETARY
Name LUE YAT, JONI
Address 16059 E GOLDCUP DR
City-State-Zip: LOXAHATCHEE FL 33470

Title CFO
Name KHALIL, CAROLINE
Address 1060 SKEES RD
City-State-Zip: WEST PALM BEACH FL 33411

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: CAROLINE KHALIL CFO 01/23/2023

Electronic Signature of Signing Officer/Director Detail Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
BICON, INC.

Filing Information

Document Number K13608
FEI/EIN Number 65-0038896
Date Filed 01/26/1988
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 02/03/2011
Event Effective Date NONE

Principal Address

1480 SKEES RD
WEST PALM BEACH, FL 33411

Changed: 01/23/2023

Mailing Address

1480 SKEES RD
WEST PALM BEACH, FL 33411

Changed: 01/23/2023

Registered Agent Name & Address

MCGOEY, MICHAEL J
639 E OCEAN AVE #101
BOYNTON BEACH, FL 33435

Name Changed: 01/20/2000

Address Changed: 06/26/2003

Officer/Director Detail

Name & Address

Title P

MICKELSON, ANNETTE
1060 SKEES RD
WEST PALM BEACH, FL 33411

Title COO

WHEELER, LANCE
2511 F Rd
Loxahatchee, FL 33470

Title CEO

WHEELER, JANNA
2511 F Rd
Loxahatchee, FL 33470

Title Secretary

Lue Yat, Joni
16059 E Goldcup Dr
Loxahatchee, FL 33470

Title CFO

Khalil, Caroline
1060 SKEES RD
WEST PALM BEACH, FL 33411

Annual Reports

Report Year	Filed Date
2021	01/15/2021
2022	02/04/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
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04/11/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
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05/20/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Serving you.

LOCATED AT
1060 SKEES ROAD
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT DATE PAID	AMOUNT PAID
380034 HAULING SERVICE	BICON INC		5/22/2023 - 07/11/23	\$0.00

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200802674
EXPIRES: SEPTEMBER 30, 2023



6 2400

S AND S NATIONAL WASTE
BICON INC
1060 SKEES RD
WEST PALM BEACH FL 33411-2626



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2023

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 RRL Insurance Agency 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	CONTACT NAME: Certificates PHONE (A/C, Ho, Ext): 321-421-6308 FAX (A/C, No): 321-752-7980 E-MAIL ADDRESS: services@rrl-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Evanston Insurance Company	NAIC # 35378
INSURER B: Westchester Surplus Lines Insurance Company	10172
INSURER C: Burlington Insurance Company	23620
INSURER D: Clear Blue Specialty Insurance Company	37745
INSURER E:	
INSURER F:	

INSURED BICOINC-01
 Bicon, Inc. dba S & S National Waste
 Bicon, Inc. dba In and Out Portables
 1480 Skees Road
 West Palm Beach FL 33411

COVERAGES **CERTIFICATE NUMBER: 1542266245** **REVISION NUMBER:**

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 SUBR NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liabl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual XCU		864B012392	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		AQ1YFL003166-00	1/31/2023	1/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EZXS3104014	1/31/2023	1/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability		G74416469 001	1/31/2023	1/31/2024	1,000,000

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

CERTIFICATE HOLDER Town of Lake Park 535 Park Avenue Lake Park FL 33403	CANCELLATION 30 Days 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2023

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 Affinity a division of Marsh USA LLC PO BOX 14404 Des Moines, IA 50306-9886	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Marsh Affinity</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 800-743-8130</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ADPTotalSource@marsh.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Illinois National Ins Co</td> <td style="text-align: right;">NAIC # 23817</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Marsh Affinity		PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):	E-MAIL ADDRESS: ADPTotalSource@marsh.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Illinois National Ins Co	NAIC # 23817	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Marsh Affinity																					
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Bicon Inc 1480 SKEES ROAD West Palm Beach, FL 334110000																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$												
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 053414668 FL	07/01/2022	07/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT		\$ 2,000,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000																	
E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for Bicon Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Bicon Inc is an alternate employer under this policy.

CERTIFICATE HOLDER

CANCELLATION

Town of Lake Park 535 Park Avenue Lake Park, FL 33403	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 <i>Jo Phillippe</i>
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ACORD 25 (2016/03)

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S&S National Waste

Balance Sheet

04/24/23
Accrual Basis

As of December 31, 2022

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
100-11 · Regions *7409	878,486.61
Total Checking/Savings	878,486.61
Accounts Receivable	
200 · Accounts Receivable	2,003,502.96
Total Accounts Receivable	2,003,502.96
Other Current Assets	
201 · Allowance for Bad Debt	-212,526.93
300 · Undeposited Funds	35,771.38
351 · Employee Loan Account	10,950.00
Total Other Current Assets	-165,805.55
Total Current Assets	2,716,184.02
Fixed Assets	
Prentice 2124 Loader 1W902124PL	46,078.00
Prentice Vin# 1W902124CN0003435	63,585.00
Prentice Vin# 1W902124TN0003436	59,933.00
Renovations	90,855.89
4-90 · Accumulated Depreciation	-5,089,818.44
400 · Fixed Assets	
2021 Prentice 33PR18 Grapple	13,256.00
2022 Dodge Ram 1500 *77100	104,958.74
2022 Honda CRV *21408	38,075.35
2022 Honda CRV *24855	38,075.35
2022 Honda CRV *24867	38,075.35
2022 Jeep Grand Wagoneer *9494	123,670.54
2023 Mercedes-Benz *PA181847	180,335.06
2022 · 2022 Newmar Dutch Star	483,512.00
301 · Trailer	500.00
ST-400 · Sales Trucks	
2012 Mercedes S65 AMG *CA426857	80,181.75
2014 M5 BMW *D594091	71,456.00
2015 Mercedes S65 AMG A083084	105,088.60
2017 Jeep Wrangler	35,259.84
2018 Lincoln Navigator	94,429.27
68 Chevy Pickup	28,137.35
GMC Terrain 2015 F6117408	17,480.03

S&S National Waste

Balance Sheet

04/24/23

Accrual Basis

As of December 31, 2022

	Dec 31, 22
GMC Terrain 2018 Vin # 3GKALTEV	24,156.97
2018 · 2018 Navigator SC	76,035.38
Total ST-400 · Sales Trucks	532,225.19
T-400 · Volvo Crane Trucks	
Truck #10 2019 Volvo 4V5KC9EH	117,582.13
Truck #TBD4 2019 Volvo 4V5KC9EH	117,582.13
T-09 · Truck # 9 - 2004 Volvo - 358818	101,537.16
TK#11 · Truck # 11 2002 Volvo 338816	108,737.00
TK#12 · Truck # 12 2005 Volvo 372318	108,737.00
TK#13 · Truck # 13- 2006 Volvo - 423468	110,136.00
TK#14 · Truck # 14 - 2005 Volvo 379942	110,163.50
TK#15 · Truck #15 - 2005 Volvo 379941	94,817.00
TK#16 · Truck # 16- 2007 Volvo - 444795	107,880.42
TK#17 · Truck # 17- 2007 Volvo - 444796	107,880.42
TK#18 · Truck #18 - 2005 Volvo 379938	94,817.00
TK#19 · Truck # 19- 2007 Volvo - 459392	107,880.42
TK#20 · Truck # 20- 2007 Volvo - 459393	107,879.52
TK#21 · Truck # 21- 2007 Volvo - 482959	111,609.22
TK#22 · Truck # 22- 2007 Volvo N462366	112,737.00
TK#23 · Truck #23 2002 Volvo 338823	108,737.00
TK#24 · Truck# 24 2003 Volvo 347906	90,578.00
TK#25 · Truck # 25 2005 Volvo N376701	125,290.00
TK#26 · Truck # 26 2007 Volvo N451145	132,710.00
TK#27 · Truck #27 2003 Volvo 347389	108,737.00
TK#28 · Truck #28 2016 Volvo N957521	113,520.00
TK#29 · Truck #29 2003 Volvo 338827	117,080.00
TK#30 · Truck # 30 2004 Volvo N372329	114,960.00
TK#31 · Truck # 31 2003 Volvo N345484	105,215.00
TK#32 · Truck #32 2003 Volvo N347946	67,096.30
TK#33 · TRUCK #33 2016 VOLVO N957522	113,520.00
Total T-400 · Volvo Crane Trucks	2,817,419.22
T&E-400 · Trucks & Equipment	
2001 East 45' Walking Floor	26,000.00
2009 Titian 45' Thin Wall V Flo	56,900.00
2009 Trailer	5,000.00
2014 Dodge Ram 3500 G310608	48,548.94
2014 Ford F-550	40,000.00
2015 FORD Super Duty FEC04825	53,449.54
2017 Chevrolet Silverado	42,925.00
T&E-02 · 2006 Cat TH220B Telescopic	65,274.07

S&S National Waste

Balance Sheet

04/24/23

Accrual Basis

As of December 31, 2022

	Dec 31, 22
T&E-03 · 2006 Mitsubishi Forklift FD40KL	42,642.30
T&E-12 · Prentice Cranes - Old	192,041.97
Total T&E-400 · Trucks & Equipment	572,781.82
400 · Fixed Assets - Other	242,248.96
Total 400 · Fixed Assets	5,185,133.58
Total Fixed Assets	355,767.03
Other Assets	
Notes Receivable	
496 · Loan Receivable - A Mickelson	129,287.89
498 · Precision Loan	532,475.50
499 · Colonial	370,053.34
Total Notes Receivable	1,031,816.73
Total Other Assets	1,031,816.73
TOTAL ASSETS	4,103,767.78
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	507,597.35
Total Accounts Payable	507,597.35
Credit Cards	
AMEX Credit Card *32005	348,422.67
Total Credit Cards	348,422.67
Other Current Liabilities	
500 · Current Liabilities	
Humana Dental Insurance	991.44
5-20 · Franchise Tax Payable	102,620.21
Total 500 · Current Liabilities	103,611.65
Total Other Current Liabilities	103,611.65
Total Current Liabilities	959,631.67

S&S National Waste**Balance Sheet**

04/24/23

Accrual Basis

As of December 31, 2022

	<u>Dec 31, 22</u>
Long Term Liabilities	
600 · Long Term Notes Payable	
2022 Newman Dutch Star	325,772.09
2023 Mercedes-Benz *PA181847	120,287.19
Navigator SC*	32,287.37
	<hr/>
Total 600 · Long Term Notes Payable	478,346.65
	<hr/>
Total Long Term Liabilities	478,346.65
	<hr/>
Total Liabilities	1,437,978.32
	<hr/>
Equity	
800 · Retained Earnings	1,183,474.46
900 · Owner's Capital	
Capital Stock	500.00
Dividends Distributed	-536,194.85
Dividends Distributed Mickelson	-1,889,885.17
Dividends Distributed Wheeler	-443,323.54
Dividends Mickelson Match	-294,370.85
Dividends Wheeler Match	-247,660.85
Paid in Capital	35,000.00
	<hr/>
Total 900 · Owner's Capital	-3,375,935.26
	<hr/>
Net Income	4,858,250.26
	<hr/>
Total Equity	2,665,789.46
	<hr/>
TOTAL LIABILITIES & EQUITY	4,103,767.78
	<hr/> <hr/>

S&S National Waste

Profit & Loss

04/24/23

Accrual Basis

January through March 2023

Jan - Mar 23

Ordinary Income/Expense

Income

1000 · Revenues

1000-10 · Gross Revenues

1000-11 · Collection Revenues

1000-1 · Revenues for all Regular Debris	4,718,738.80
1000-2 · Revenues from Heavy Charge	753,205.96
1000-3 · Revenues for Clean Concrete	384,258.81
1000-4 · Revenues for Chute	81,305.85
1000-6 · Revenues for Deliveries	40,000.00
1000-7 · Revenues for Rentals	29,900.00

Total 1000-11 · Collection Revenues 6,007,409.42

1000-12 · Other Revenues 42,880.00

1000-13 · Fuel Surcharge Revenue 595,927.55

1000-14 · Interest Revenue 9,326.29

Total 1000-10 · Gross Revenues 6,655,543.26

1000 · Revenues - Other 0.00

Total 1000 · Revenues 6,655,543.26

Total Income 6,655,543.26

Cost of Goods Sold

10-1 · Operations, Wages & Benefits

Annual Bonus - Wages - Drivers 14,900.00

10-10 · Wages - Drivers 421,573.59

10-11 · Monthly Bonus - Drivers 4,357.00

10-14 · ADP Management Fees - Drivers 61,237.98

10-19 · Safety Expenses - Drivers 709.56

10-24 · Property Damage 6,702.20

10-9 · Employee Insurance & Benefits

10-15 · Insurance & Benefits 401K 6,064.77

10-17 · Employee Insurance

Employee Ins #90 39.97

10-17 · Employee Insurance - Other 20,918.12

Total 10-17 · Employee Insurance 20,958.09

Total 10-9 · Employee Insurance & Benefits 27,022.86

Total 10-1 · Operations, Wages & Benefits 536,503.19

20 · Equipment Operating

10-25 · Crane Rental 10,978.00

20-01 · Fuel - Diesel 234,012.88

20-02 · Fuel - Gas & Propane

Fuel - Gas #90 817.30

20-02 · Fuel - Gas & Propane - Other 6,124.72

Total 20-02 · Fuel - Gas & Propane 6,942.02

S&S National Waste

Profit & Loss

04/24/23

Accrual Basis

January through March 2023

	Jan - Mar 23
20-04 · Oil & Grease	10,546.92
20-05 · Towing	512.00
20-06 · Licenses, Permits & Taxes	9,185.65
20-09 · Tires	
Tires Roadside	573.49
20-09 · Tires - Other	22,017.16
	22,590.65
Total 20-09 · Tires	22,590.65
20-24 · Scales & Tolls	12,287.73
20-25 · Fines & Penalties	2,899.00
	309,954.85
Total 20 · Equipment Operating	309,954.85
25 & 30 · Equipment & Container Shop	
Annual Bonus - Mechanics & Weld	7,500.00
25-1 · Shop Wages & Benefits	
25-10 · Wages - Mechanics & Welders	205,897.64
25-14 · ADP Management Fees - Shop	31,898.00
25-9 · Employee Insurance & Benefits	
25-15 · Insurance & Benefits 401K	7,405.61
25-17 · Employee Insurance	11,530.08
	18,935.69
Total 25-9 · Employee Insurance & Benefits	18,935.69
Total 25-1 · Shop Wages & Benefits	256,731.33
25-20 · Uniforms- Shop	2,116.92
25-30 · Equipment R&M Trucks	
#12 R&M	1,500.00
#15 R&M	2,000.00
#16 R&M	73.12
#19 R&M	683.24
#20 R&M	68.98
#27 R&M	1,187.50
#31 R&M	1,458.68
#32 R&M	177.72
#33 R&M	4,106.26
#90 R&M	8,656.74
#STOCK	1,657.97
25-30 · Equipment R&M Trucks - Other	73,627.38
	95,197.59
Total 25-30 · Equipment R&M Trucks	95,197.59
25-41 · Utilities	
Utilities #10	111.46
Utilities #90	3,141.29
25-41 · Utilities - Other	7,197.44
	10,450.19
Total 25-41 · Utilities	10,450.19

S&S National Waste

Profit & Loss

04/24/23

Accrual Basis

January through March 2023

	Jan - Mar 23
30-30 · Steel Expenses	100,881.20
30-31 · Container Repairs & Maintenance	10,147.55
30-32 · Welding Expenses	6,444.30
25 & 30 · Equipment & Container Shop - Other	32,314.35
Total 25 & 30 · Equipment & Container Shop	521,783.43
88 · Franchise Taxes & Fees	
88-10 · City of WPB	-2,409.00
88-13 · City of Miami	-4,248.00
88-19 · City of St. Petersburg	-1,586.03
88 · Franchise Taxes & Fees - Other	-750.00
Total 88 · Franchise Taxes & Fees	-8,993.03
99 · Disposal Expense	
99-40 East Coast Recycling	78,172.77
99-50 A Waste and Reeceling	29,983.14
99-60 · MC Disposal	43,642.96
90-90 · Tampa Disposal	
Waste Connections Tampa C&D Tra	884.26
WM Pinellas Transfer	27,319.16
90-90 · Tampa Disposal - Other	30,360.68
Total 90-90 · Tampa Disposal	58,564.10
99-100 · Coastal Recycling	
Coastal Waste Hobe Sound/Jup C1	30,422.18
Coastal Waste Miami-Dade C8	356,466.14
Coastal Waste Pompano Fac C4	90,219.20
Coastal Waste&Recycling WPB C2	271,679.07
99-140 · Coastal Big Apple Demolition C6	116,502.01
Total 99-100 · Coastal Recycling	865,288.60
99-130 · Double Light	16,600.00
99-150 · Clean Concrete	10,948.60
99-20 · Waste Mgmt	
WM Davie Oak Road	457,529.78
WM Hialeah	62,030.35
WM Homestead	90,202.70
WM Lantana Sun 5	68,921.10
WM Okeechobee	37,977.72
WM Riviera	95,776.72
Total 99-20 · Waste Mgmt	812,438.37
99 · Disposal Expense - Other	12,467.80
Total 99 · Disposal Expense	1,928,106.34
Total COGS	3,287,354.78
Gross Profit	3,368,188.48

S&S National Waste

Profit & Loss

January through March 2023

04/24/23
Accrual Basis

	Jan - Mar 23
Expense	
Bad Debt Expense	0.01
Fraudulent Activities	0.00
20-99 · Depreciation	876.75
40 · Bonds and Insurance	
40-42 · Insurance - Auto	
Auto Insurance #90	745.96
40-42 · Insurance - Auto - Other	483,258.36
Total 40-42 · Insurance - Auto	484,004.32
40 · Bonds and Insurance - Other	8,390.00
Total 40 · Bonds and Insurance	492,394.32
50 · Taxes - Payroll and Property	
40-49 · Sales Tax	3,642.19
Total 50 · Taxes - Payroll and Property	3,642.19
60-1 · Sales- Salary, Wages & Benefits	
Annual Bonus - Sales	1,900.00
60-9 · Employee Insurance & Benefits	
60-15 · Insurance & Benefits 401K	3,627.77
61-17 · Employee Insurance	4,326.28
Total 60-9 · Employee Insurance & Benefits	7,954.05
61-10 · Wages- Sales	79,364.71
61-11 · Sales Commissions Monthly	50,449.49
61-18 · ADP Management Fees - Sales	14,117.39
Total 60-1 · Sales- Salary, Wages & Benefits	153,785.64
65-07 · Provision, Doubtful Accounts	5,408.18
65 · Sales & Marketing Expenses	
65-01 · Ads & Marketing	
Ads & Marketing Sales Reps	3,386.57
65-01 · Ads & Marketing - Other	16,653.72
Total 65-01 · Ads & Marketing	20,040.29
65-05 · Travel & Entertainment Meals	
Travel & Enter. Meals #90	10,534.33
65-05 · Travel & Entertainment Meals - Other	758.24
Total 65-05 · Travel & Entertainment Meals	11,292.57
65-10 · Education and Training	
Education and Training #90	37,381.42
65-10 · Education and Training - Other	39,423.14
Total 65-10 · Education and Training	76,804.56
Total 65 · Sales & Marketing Expenses	108,137.42

S&S National Waste

Profit & Loss

04/24/23

Accrual Basis

January through March 2023

	Jan - Mar 23
69810 · Bank Service Charges	47,318.62
70 · Administrative Salaries & Wages	
Annual Bonus - Admin	2,600.00
Bounced Payroll Check ADP	607.19
70-10 · Administrative Wages	208,300.93
70-18 · ADP Management Fees- Office	21,118.76
70-9 · Employee Insurance & Benefits	
70-15 · Insurance & Benefits 401K	4,371.30
70-17 · Employee Insurance	12,953.38
Total 70-9 · Employee Insurance & Benefits	17,324.68
Total 70 · Administrative Salaries & Wages	249,951.56
75 · Professional Fees	
NTO Expense	4,513.74
75-75 · Legal Fees	285.00
75 · Professional Fees - Other	490.00
Total 75 · Professional Fees	5,288.74
80-002 · Repairs & Maintenance	
Cameras	5,282.43
80-002 · Repairs & Maintenance - Other	38,497.28
Total 80-002 · Repairs & Maintenance	43,779.71
80-014 · Interest Expense	1,149.51
80-015 · Travel	
Travel #90	22,637.76
80-015 · Travel - Other	1,222.38
Total 80-015 · Travel	23,860.14
80 · Office & Overhead Expenses	
80-001 · Office Expenses	
Office Expenses #90	44,518.38
80-001 · Office Expenses - Other	7,306.24
Total 80-001 · Office Expenses	51,824.62
80-003 · Postage and Delivery	1,061.26
80-007 · Computer Operating Expense	
Computer Operating Expense #10	12.95
Computer Operating Expense #90	982.04
80-007 · Computer Operating Expense - Other	37,254.57
Total 80-007 · Computer Operating Expense	38,249.56
80-009 · Dues and Memberships	
Dues and Memberships #10	1,650.00
80-009 · Dues and Memberships - Other	1,553.71
Total 80-009 · Dues and Memberships	3,203.71

S&S National Waste**Profit & Loss**

04/24/23

Accrual Basis

January through March 2023

	<u>Jan - Mar 23</u>
80-010 · Internet Expense	311.13
80-011 · Telephone - Basic Services	7,020.06
80-012 · Telephone - Mobile Phones	13,146.26
80-013 · Company Events	32,976.65
80-55 · Employee Relocation	8,000.00
80 · Office & Overhead Expenses - Other	<u>2,618.34</u>
Total 80 · Office & Overhead Expenses	158,411.59
81 · Rent	<u>37,521.90</u>
Total Expense	<u>1,331,526.28</u>
Net Ordinary Income	<u>2,036,662.20</u>
Net Income	<u><u>2,036,662.20</u></u>



Grapple Trucks

- Truck #11 2003 Volvo vin# 4V5KC9GF63N338816 Plate #N2919U
- Truck #12 2004 Volvo vin# 4V5KC9GF44N372318 Plate #N2247U
- Truck #13 2006 Volvo vin# 4V5K99GG26N423468 Plate # N9142S
- Truck # 14 2005 Volvo vin#4V5KC9GF35N379942 Plate #N2215U
- Truck # 15 2005 Volvo vin # 4V5KC9GF15N379941 Plate #N9195S
- Truck #16 2007 Volvo vin# 4V5K99GGX7N444795 Plate #N4370W
- Truck #17 2007 Volvo vin# 4V5K99GG17N444796 Plate #N8421R
- Truck #18 2005 Volvo vin# 4V5KC9GF15N379938 Plate #N2215U
- Truck #19 2007 Volvo vin#4V5K99GG67N459392 Plate #N9105S
- Truck #20 2007 Volvo vin# 4V5K99GGX7N459393 Plate #N4369W
- Truck# 21 2007 Volvo vin# 4V5K99GG67N482959 Plate #N4368W
- Truck #22 2002 Volvo vin# 4V4K99GH47N462366 Plate #N1246V
- Truck #23 2003 Volvo vin# 4V5KC9GF33N338823 Plate #N2942U
- Truck #24 2003 Volvo vin# 4V5KC9GF83N347906 Plate #N1735Y
- Truck #26 2007 Volvo vin #4V5KC9GG47N451145 Plate #N3127Z
- Truck #27 2003 Volvo vin# 4V5KC9GF33N347389 Plate #N8639Z
- Truck #28 2016 Volvo vin# 4V5KC9DF0GN957521 Plate #P7613B
- Truck #29 2003 Volvo vin# 4V5KC9GF03N338827 Plate #P2189C
- Truck #30 2004 Volvo vin# 4V5KC9GF94N372329 Plate #P8453C
- Truck #31 2003 Volvo vin# 4V5KC9GF93N345484 Plate #P1059D
- Truck #32 2003 Volvo vin# 4V5KC9GF93N347946 Plate #P6214E

RESOLUTION NO. 99-12-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ESTABLISHING AN APPLICATION PROCESS FOR AUTHORIZING NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that the residents and businesses of the Town would benefit if a process for granting non-exclusive franchises for roll-off collection services is created; and

WHEREAS, upon the adoption of this Resolution any person, firm, company or corporation may apply for a franchise; and

WHEREAS, in order to be granted a franchise an applicant must comply with the process and criteria set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a nonexclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The nonexclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The nonexclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits Required by law or regulation to conduct roll-off collection services.

(i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 2. - Nonexclusive franchise fee requirement; monthly fees; reporting requirements.

- (a) All franchised roll-off collection service operators shall pay to the Town a nonexclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
- (b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
- (c) The franchisee shall, each quarter, within 30 days of the last day of each calendar year, deliver to the Finance Director or designee:
- (1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.
 - (2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
 - (3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.
- (d) No property owner may share a roll-off collection account with another property owner.
- (e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.
- (f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 4. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. - Application.

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 4:00 PM January 15, 2018. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. - Term of franchise.

The term of the franchises shall be for a period of three (3) years commencing March 5, 2018 and terminating March 5, 2021.

SECTION 9. - Transfer of nonexclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of nonexclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any nonexclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.

(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.

(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein.

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>Absent</u>	
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	
COMMISSIONER ERIN FLAHERTY	<u>/</u>	
COMMISSIONER ANNE LYNCH	<u>/</u>	
COMMISSIONER ROGER MICHAUD	<u>/</u>	

The Town Commission thereupon declared the foregoing Resolution NO. 99-12-17 duly passed and adopted this 6 day of December, 2017.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

1. Application Date: _____
(Applications must be submitted no later than 4:00 PM January 15, 2018)

2. Applicant/Business Name: _____

3. Corporate Office Address: _____

4. Palm Beach County Physical Address: _____

5. Mailing Address: _____

6. Phone Number: _____

7. Officers/Principals: _____

8. Contact for Town Franchise: (Name) _____
(Authorized Agent) (Address) _____
(Phone) _____

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

10. Other References: (include name, address and phone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

_____ No _____ Yes If yes, explain where, when and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

_____ No _____ Yes

13. Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant.

14. A) Attach applicant's last annual financial statement.

B) Attach applicant's financial operating statement for the prior quarter.

15. Attach business tax receipt from County/City of principal place of business.

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.

2. All equipment utilized for commercial collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.
10. Franchisee agrees to pay the annual \$1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 41-09-10.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: _____
(Business Name)

Date: ____/____/____

(Signature) _____

(Print Name) _____

(Title) _____

FOR PUBLIC WORKS USE ONLY:

Date Received: ____/____/____ _____ Initials

Certificate of Corporate Good Standing	_____ Yes	_____ No	_____
Financial Records	_____ Yes	_____ No	_____
Certificate of Insurance	_____ Yes	_____ No	_____
Sent to Risk __/__/__; Risk Approved	_____ Yes	_____ No	_____
Business Tax Receipt	_____ Yes	_____ No	_____
Franchise Fee Paid	_____ Yes	_____ No	_____

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: ____/____/____

FRANCHISE EXPIRES ____/____/____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Originating Department: Public Works

Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute a Non-Exclusive Franchise Agreement with Coastal Waste and Recycling of Palm Beach, LLC, for the Provision of Roll-Off Collection Services.

Agenda Title: _____

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.15 15:34:10 -04'00' **Date:** _____

Cost of Item: N/A **Funding Source:** N/A

Account Number: N/A **Finance Signature:** _____

Advertised: N/A

Date: N/A **Newspaper:** N/A

- Attachments:**
1. Agenda Request Form
 2. Resolution
 3. Franchise Agreement for Roll-off Container Services between the Town of Lake Park and Coastal Waste and Recycling of Palm Beach, LLC
 4. Franchise Application_ Coastal Waste and Recycling of Palm Beach, LLC
 5. Procedures for establishing a Franchise with the Town of Lake Park for the provision of roll-off containers services (Resolution 99-12-17)

Please initial one:

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

On December 6, 2017, the Town of Lake Park Commission approved Resolution No. 99-12-17, which established an application process for authorizing non-exclusive franchises for roll-off container collection services with a term of three (3) years.

After providing the required Public Notice seeking applicants to provide roll-off services in the Town, staff received one fully responsive application, from Waste Management, Inc., (or WMI), with whom the Town later entered into an agreement to provide said services, effective March 7, 2018.

The Franchise Agreement expired on March 8, 2021, which prompted Town staff to submit an amendment to extend the agreement on a month-to-month basis until a new agreement could be secured with qualified service provider(s).

Following a second solicitation, WMI was again the sole fully responsive applicant to provide roll-off container services in the Town. The Town Commission, through Resolution 69-11-21, approved and entered into a new agreement with Waste Management for the provision of roll-off container services.

Additionally, the Public Works Department has been contacted by several residents and businesses in the Town to express a desire for additional haulers to provide roll-off services, with the goal of creating better economic competition and better pricing for Town roll-off users. It is with this intent that the department recently published a subsequent round of solicitation (RFP 107-2023) seeking haulers interested in providing roll-off services through a franchise agreement with the Town.

The Town received three (3) applications in response to RFP 107-2023. One application was not fully responsive and was therefore removed from further consideration.

Two applications were fully responsive and are recommended for award of a Franchise Agreement with the Town for the provision of roll-off services:

- **Coastal Waste and Recycling of Palm Beach, LLC**
- **Bicon Inc., d/b/a S&S National Waste**

Each proposed Franchise Agreement has a term duration of three (3) years, beginning on June 21, 2023, and expiring on June 21, 2026. Additionally, each Franchise Agreement also provides for two (2) additional one-year extensions, at the convenience of the Town.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 43-06-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH COASTAL WASTE AND RECYCLING OF PALM BEACH, LLC, FOR ROLL-OFF COLLECTION SERVICES IN THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into franchises with private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, on December 6, 2017, the Town Commission adopted Resolution 99-12-17, establishing a process to grant non-exclusive franchises for the provision of roll-off collection services; and

WHEREAS, on May 10, 2023, an application was received from Coastal Waste & Recycling of Palm Beach, LLC, (“Franchisee”) in response to the Town’s public solicitation of entities who desire to apply for non-exclusive roll-off container franchises within the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission the agreement with the Franchisee attached hereto for a non-exclusive franchise for roll-off collection services in the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the franchise agreement with Coastal Waste & Recycling of Palm Beach, LLC. A copy of the Agreement is attached hereto and incorporated herein as Exhibit A.

Section 3. This resolution shall take effect immediately upon its execution.

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT (Agreement) is made and entered into as of this ____ day of ____ 2023, by and between the Town of Lake Park, Florida, (Town) whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Coastal Waste & Recycling of Palm Beach, LLC**, a Florida limited liability company, with a business address at 2481 NW 2nd Avenue, Boca Raton, Florida 33341 (“Franchisee”).

WITNESSETH THAT

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the state of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission previously determined that it is necessary to establish a process for granting non-exclusive franchises for roll-off collection services and adopted Resolution 99-12-17, establishing an application process to authorize non-exclusive franchises for roll-off container collection services; and

WHEREAS, this Agreement sets forth the terms of a non-exclusive franchise for roll-off container collection services in the Town.

SECTION 1. Engaging in business of roll-off collection services.

- (a) No person, company, firm or corporation shall engage in the business of roll-off collection services within the Town without first applying for and receiving a nonexclusive franchise awarded by the Town Commission. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The Franchisee who has been awarded a franchise by the Town Commission shall be responsible for the payment of any business tax receipts and/or any other licenses which are required by law. The Roll-off collection services awarded by the Town Commission shall be used

only by the Franchisee, but not any of its related or affiliated firms. The Franchisee shall not subcontract with any other individual, firm, company or corporation to provide services under this franchise.

- (b) All Franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each Franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of the complaints may subject the Franchisee to revocation of its franchise.
- (c) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the Franchisee, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all of the Franchisee's trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All of the Franchisee's drivers shall be appropriately licensed.
- (d) The Franchisee shall perform collection services with as little disturbance to the premises or other properties as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the Franchisee, the Franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the Franchisee and shall not be billed to the Town or the Franchisee's customer.
- (e) The Franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of any claims, demands, costs or judgments made or awarded against the Town arising out of the wrongful acts or omission of the Franchisee or its employees, agents or subcontractors in the performance of the Franchisee's roll-off collection services within the Town.
- (f) Each Franchisee shall obtain and maintain, at its own expense, all licenses and permits which are required by law or regulation to conduct roll-off collection services.
- (g) The grant of a franchise does not relieve a Franchisee from complying with the requirements of Chapter 403, Florida Statutes, the laws and rules established by the Florida Department of Environmental Protection, OSHA, the Florida Department of Transportation's rules, or any other federal, state, county and Town laws.

SECTION 2. Nonexclusive franchise fee requirements; monthly fees; reporting requirements.

- (a) All Franchisees shall annually pay a franchise fee of \$1,500 to the Town for the privilege of having a nonexclusive franchise in the Town. The fee shall be paid the next business day following the Town Commission's approval of the franchise and thereafter on the anniversary date of the first payment during the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
- (b) All Franchisees shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
- (c) The Franchisee shall, each quarter, within 30 days of the last day of the quarter, deliver to the Town's Finance Department payment for the quarterly collection fees.
- (d) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the Franchisee who has the authority to legally bind the company, firm, or corporation.
- (e) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
- (f) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the Franchisee for roll-off collection services.
- (g) No property owner shall share a roll-off collection account with another property owner.
- (h) Any Franchisee seeking to renew its annual business tax receipt with the Town shall provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this Agreement as a condition of the renewal of its business tax receipt.
- (i) Each Franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the Franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the Franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings,

or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. Rates for roll-off collection services.

Rates and charges for roll-off collection services shall be determined by agreement between the Franchisee and its customer. The Franchisee is responsible for billing and collecting all fees and charges for its services directly to and from its customers. The Franchisee shall present the roll-off collection fee payable to the Town as a line item on each customer invoice.

SECTION 4. Disposal required at Town or County approved facilities.

Any and all solid waste material collected by a Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection or the Palm Beach County Solid Waste Authority (SWA). The Franchisee shall directly pay the SWA for the disposal costs at the SWA's facilities. A Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The Franchisee's improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. Indemnification and Insurance

- (a) The Franchisee shall maintain general liability insurance and automobile liability insurance policies during the term of the franchise. The Franchisee shall submit the policies it maintains, which shall include the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by Franchisee prior to providing any franchise services.
- (b) If any policy is canceled or lapses the Franchisee shall provide the Town with the substitute policy it has obtained to satisfy the requirements herein such that there is no lapse in coverage during the term.
- (c) The Franchisee shall indemnify and hold harmless the Town and its elected or appointed officials, employees, or agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town, its elected or appointed officials or officers, employees, or agents may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or

nature arising out of, relating to, or resulting from the performance of the agreement by the Franchisee or its employees, agents, servants, partners, principals, or subcontractors. The Franchisee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Franchisee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Franchisee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, or agents.

SECTION 6. Insurance

In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

SECTION 8. Authorization to provide services.

The Franchisee is hereby authorized to provide roll-off collection services during each year of the term upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with all other terms and conditions contained herein.

SECTION 9. Term of franchise.

The term of this franchise shall be three (3) years, commencing June 21, 2023 and terminating June 21, 2026. One hundred twenty (120) days prior to the expiration of any term, the Franchisee may request an extension of the Franchise for an additional two years, which may be approved by the Town Commission at its sole discretion. Provided, however, that the extension of the franchise shall be limited to two (2) one-year extensions.

SECTION 10. Transfer of nonexclusive franchise.

Upon the sale or legal transfer of the Franchisee's business, the new owner shall submit to the Town a written application to transfer the franchise which demonstrates that the new owner or successor to the franchise meets all of the requirements of this Agreement. A franchise shall not be transferred to a new operational location. Any proposed transfer of a franchise shall not be final until approved by the Town Commission. Once transferred, the franchise shall remain in effect for the remainder of the term.

SECTION 11. Revocation of nonexclusive franchise.

- (a) In the event a Franchisee fails to comply with any of the terms specified herein, the Town Commission may, following the service of written notice of revocation revoke the non-exclusive roll-off franchise.
- (b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject the Franchisee to revocation of its franchise.
- (c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the Franchisee's location or operation, may subject the Franchisee to revocation the revocation of its franchise.
- (d) In the event the Town proposes to revoke a franchise, it shall provide the Franchisee with written notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the Franchisee at the address provided by the Franchisee in its application to the Town, or if changed and acknowledged by the Town at a different address.

SECTION 12. Amendments.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify this franchise award to the Franchisee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____

By: _____

Vivian Mendez, Town Clerk

Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Contractor:

By: _____

By: _____

Its: _____

Printed Name

Printed

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

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**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

- 1. Application Date: May 8, 2023
- 2. Applicant/Business Name: Coastal Waste & Recycling of Palm Beach, LLC
- 3. Corporate Office Address: 2481 NW 2nd Ave., Boca Raton, FL 33341
- 4. Palm Beach County Physical Address: 6759 Wallis Road, West Palm Beach, FL 33413
- 5. Mailing Address: 2481 NW 2nd Ave., Boca Raton, FL 33341
- 6. Phone Number: 954-947-4000
- 7. Officers/Principals: Brendon Pantano, John Casagrande, Kristi Beaudoin, Maurice Nalley, Dennis Pantano
- 8. Contact for Town Franchise: (Name) John Casagrande
(Authorized Agent) (Address) 2481 NW 2nd Ave., Boca Raton, FL 33341
(Phone) 954-947-4000

9. Business History: List County in the State of Florida in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit, or license, and the dates of such operation for the last three years:

Town of Loxahatchee Groves 2019-Current); Town of Davie (2021- Current);

Town of Bay Harbor Islands (2018-Current) ; Miami-Dade County; City of Miami (2008-Current).

City of North Miami Beach (2022-Current)

City of Pompano Beach (2022-Current)

10. Other References: (include name, address, and phone number)

Reference 1: City of Pompano Beach Residential and Commercial Solid Waste Services
Russell Ketchem, Director of Environmental Services
1190 N.E. 3rd Avenue, Pompano Beach, FL 33060
954-786-4030; russell.ketchem@cpbfl.com

Reference 2: Town of Loxahatchee Groves Solid Waste and Recycling Collection Services Agreement
Francine Ramaglia, Assistant Town Manager,
155 F Road, Loxahatchee Groves FL 33470
(561) 793-2418, Ramaglia@loxahatcheegrovesfl.gov

Reference 3:

Town of Davie - Solid Waste, Bulk Waste, Construction and Demolition Debris and Recycling Collection

Phillip Holste, Assistant Town Manager
8800 SW 36th St, Davie, FL 33328
(954) 797-1041; pholste@davie-fl.gov

11. Has the applicant ever had a government contract, franchise, permit, or license revoked or suspended?

No Yes If yes, explain where, when, and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

No Yes

13. REQUIRED ATTACHMENTS:

- A.) Good Standing. Attach proof of good standing with the State Division of Corporations. Also, attach proof or registration of any fictitious names used by applicant.
- B.) Attach applicant's last annual financial statement.
- C.) Attach applicant's financial operating statement for the prior quarter.
- D.) Attach business tax receipt from County/City of principal place of business.
- E.) Attach Initial Annual Franchisee Payment of \$1500.00 (see below, and attached Resolution for terms and conditions). This payment will be returned to any applicant that is found to be less than fully responsive to all requirements.

16. Equipment. List all trucks, containers, and other equipment to be used in the franchise operations.

2018 1NKZL40X3JJ177686	ROLL OFF	KENWORTH	various sizes of open tops
2018 1NKZL40X6JJ177682	ROLL OFF	KENWORTH	and compactors
2019 1M2GR2GC8KM002358	ROLL OFF	MACK	
2019 1NKZL40X4KJ244927	ROLL OFF	KENWORTH	
2019 1NKZL40X2KJ244926	ROLL OFF	KENWORTH	
2019 1NKZL40X2LJ374724	ROLL OFF	KENWORTH	
2020 1NKZX4TX9LJ355300	ROLL OFF	KENWORTH	
2021 1NKZLP0X8MJ452216	ROLL OFF	KENWORTH	
2021 1NKZX4TX8MJ409347	ROLL OFF	KENWORTH	
2021 1NKZX4TX3LJ352683	ROLL OFF	KENWORTH	
2022 1NKZX4TX1NJ479239	ROLL OFF	KENWORTH	
2022 1NKZX4TX7NJ123880	ROLL OFF	KENWORTH	
2023 1NKZX4TX3PJ248927	R/O	KENWORTH	
2023 1NKZXPEX7PJ243115	R/O	KENWORTH	

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.
2. All equipment utilized for commercial roll-off collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial roll-off collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial roll-off collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial roll-off collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

10. Franchisee agrees to pay the annual \$1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 99-12-17 and to abide by all additional terms and conditions found within the Resolution (attached hereto and incorporated herein as part of this application).

Note: If the applicant is fully responsive to all requirements of the application, a contract will be executed between the applicant and the Town to formalize the agreement. The terms and conditions of the contract will include all terms and conditions found within this application and within Resolution No. 99-12-17.

- 3 -

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: Coastal Waste & Recycling of Palm Beach County, LLC
(Business Name)

Date: 5 / 9 / 2023

(Signature) John Casagrande

(Print Name) John Casagrande

(Title) Vice President

FOR PUBLIC WORKS USE ONLY:

Date Received: 5 / 16 / 23 [Signature] Initials

Certificate of Corporate Good Standing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Financial Records	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Certificate of Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Sent to Risk <u>/ /</u> ; Risk Approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Business Tax Receipt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>
Franchise Fee Paid	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>[Signature]</u>

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: / / FRANCHISE EXPIRES / /

State of Florida

Department of State

I certify from the records of this office that COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 8, 2018.


The document number of this limited liability company is M18000001366.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 7, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of May, 2023*




Secretary of State

Tracking Number: 6655155034CU

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

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



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

**** LOCATED AT ****
6759 WALLIS ROAD
WEST PALM BEACH FL 33413

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GARBAGE REMOVAL SERVICE	COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY LLC		B22.640031 8/22/2022	99.00	B40164878

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2019114501
EXPIRES: 9/30/2023

COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY
LLC
COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY
LLC
1840 NW 33RD ST
POMPANO BEACH FL 33064

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Coastal Waste & Recycling, Inc.
All Entities
Income Statement
For the 3 Months Ending 03/31/2023

Confidential. Not for Public Release.
 FS 119.07(1)(c)

Item 7.

	Q1 2023
Revenue	
Residential Revenue	14,686,146
Commercial Revenue	18,439,685
Industrial Revenue	19,468,671
Portables Revenue	1,470,979
Total Hauling Revenue - Third Party	54,065,481
Inbound MRF Revenue - Third Party	6,652,195
Inbound Transfer Revenue - Third Party	1,599,826
Outbound Commodity Revenue	1,536,543
Total Post Collection Revenue - Third Party	9,788,564
Other Revenue -Third Party	2,908,827
Gross Revenue	66,762,873
Cost of Revenue	
Disposal - Third Party	13,922,656
Transportation - Third Party	2,787,429
Other Revenue Reductions - Third Party	435,100
Total Cost of Revenue	17,145,185
Net Revenue	49,617,688
	<i>74.32%</i>
Operating Expenses	
Operating Labor Expense	10,534,744
Ops Support Labor Expense	1,356,076
Other Operating Expense	7,299,837
Maintenance Labor Expense	1,814,613
Maintenance Expense	2,366,113
Cont/POL Shop - Labor Exp	73,614
Maintenance Cont/POL	37,707
Total Operating Expenses	23,482,704
Gross Profit	26,134,984
	<i>39.15%</i>
SG&A Expense	
SG&A Labor Expense	4,847,676
Selling Expense	37,660
G&A Facility Expense	1,519,309
G&A Insurance Expense	1,271,985
G&A Professional Fees	290,881
G&A T&E Expense	122,608
G&A Other Expense	2,746,981
Total SG&A Expense	10,885,376
EBITDA	15,249,607
	<i>22.84%</i>
Adjusted EBITDA - Post Overhead	16,370,376
Adjusted EBITDA - Post Overhead %	<i>24.52%</i>

Coastal Waste & Recycling, Inc.
**Consolidated Financial Statements
and Independent Auditor's Report**
December 31, 2022 and 2021



Coastal Waste & Recycling, Inc.

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Independent Auditor's Report

To the Board of Directors
Coastal Waste & Recycling, Inc.

Opinion

We have audited the consolidated financial statements of Coastal Waste & Recycling, Inc. (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Coastal Waste & Recycling, Inc. as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Coastal Waste & Recycling, Inc., and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis-of-Matter

As discussed in Note 1 to the consolidated financial statements, in 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'s ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Coastal Waste & Recycling, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Coastal Waste & Recycling, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

CohnReznick LLP

Hartford, Connecticut
April 25, 2023

Coastal Waste & Recycling, Inc.**Consolidated Balance Sheets
December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<u>Assets</u>		
Current assets		
Accounts receivable, net allowance for doubtful accounts of \$1,479,074 and \$644,631, respectively	\$ 32,105,616	\$ 21,547,618
Deferred commissions	681,560	388,869
Prepaid expenses and other current assets	<u>5,278,470</u>	<u>11,213,974</u>
Total current assets	<u>38,065,646</u>	<u>33,150,461</u>
Property and equipment, net	<u>170,160,602</u>	<u>111,196,205</u>
Other assets		
Goodwill, net	78,379,080	87,580,729
Operating lease right-of-use assets	8,961,385	-
Financing lease right-of-use assets	16,063,274	-
Contract fulfillment costs	3,956,910	-
Deferred financing costs, net	268,168	123,521
Note receivable from officer	57,466	56,641
Restricted cash	222,780	274,044
Deposits and other assets	<u>653,269</u>	<u>399,756</u>
Total other assets	<u>108,562,332</u>	<u>88,434,691</u>
Total	<u>\$ 316,788,580</u>	<u>\$ 232,781,357</u>

Coastal Waste & Recycling, Inc.

**Consolidated Balance Sheets
December 31, 2022 and 2021**

Liabilities and Stockholders' Equity

	<u>2022</u>	<u>2021</u>
Current liabilities		
Cash overdrafts	\$ 109,081	\$ 1,139,430
Accounts payable	8,887,997	8,107,901
Accrued expenses	14,587,319	8,501,006
Deferred revenue	7,322,920	4,928,450
Current portion of term loan	4,750,000	4,512,500
Current portion of notes payable	3,318,522	1,387,415
Current portion of operating lease liabilities	2,531,807	-
Current portion of finance lease liabilities	88,438	-
Other borrowings	1,129,259	4,976,746
Total current liabilities	<u>42,725,343</u>	<u>33,553,448</u>
Long-term liabilities		
Line of credit	69,577,531	38,743,724
Draw to credit loans	40,000,000	474,151
Term loan, net of current portion and deferred financing costs	84,323,895	88,598,955
Notes payable, net of current portion	11,500,000	13,818,133
Convertible notes payable	4,007,737	-
Operating lease liabilities, net of current portion	6,595,482	-
Finance lease liabilities, net of current portion	17,246,698	-
Other long-term liabilities	6,120	262,304
Total liabilities	<u>275,982,806</u>	<u>175,450,715</u>
Commitments and contingencies		
Stockholders' equity		
Series A Preferred stock, \$.001 par value, 800,000 shares authorized, 752,587 issued and outstanding	752	752
Series A Common stock, \$.001 par value, 250,000 shares authorized, 163,137 issued and outstanding	163	163
Series B Preferred stock, \$.001 par value, 200,000 shares authorized, 10,700 issued and outstanding	10	10
Series B Common stock, \$.001 par value, 50,000 shares authorized, 2,319 issued and outstanding	3	3
Series C Common stock, \$.001 par value, 5,000 shares authorized, 1,313 issued and outstanding	1	1
Additional paid-in capital	77,499,069	77,499,069
Accumulated deficit	(36,694,224)	(20,169,356)
Total stockholders' equity	<u>40,805,774</u>	<u>57,330,642</u>
Total	<u>\$ 316,788,580</u>	<u>\$ 232,781,357</u>

See Notes to Consolidated Financial Statements.

Coastal Waste & Recycling, Inc.**Consolidated Statements of Operations
Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Revenue	<u>\$ 201,742,618</u>	<u>\$ 118,539,876</u>
Operating expenses		
Cost of operations	132,751,715	75,381,383
Selling, general and administrative	38,616,443	23,443,155
Depreciation	20,834,604	9,961,862
Amortization	<u>11,334,255</u>	<u>6,562,936</u>
Total operating expenses	<u>203,537,017</u>	<u>115,349,336</u>
Income (loss) from operations	<u>(1,794,399)</u>	<u>3,190,540</u>
Other income (expense)		
Acquisition related costs	(48,215)	(957,324)
Interest expense	(14,213,219)	(5,143,107)
Gain (loss) on sale of property and equipment	(469,860)	655,165
Interest income	<u>825</u>	<u>825</u>
Total other expense	<u>(14,730,469)</u>	<u>(5,444,441)</u>
Loss before income taxes	(16,524,868)	(2,253,901)
Income tax benefit	<u>-</u>	<u>907,510</u>
Net loss	<u>\$ (16,524,868)</u>	<u>\$ (1,346,391)</u>

See Notes to Consolidated Financial Statements.

Confidential. Not for Public Release.
FS 119.07(1)(c)

Coastal Waste & Recycling, Inc.
Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2022 and 2021

	Series A Preferred		Series A Common		Series B Preferred		Series B Common		Series C Common		Additional paid-in capital	Accumulated deficit	Total
	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount	Number of shares	Amount			
Balance, January 1, 2021	566,229	\$ 566	127,052	\$ 127	7,484	\$ 7	1,678	\$ 2	-	\$ -	\$ 57,499,296	\$ (18,822,965)	\$ 38,677,033
Issuance of Series A Preferred shares	186,358	186	-	-	-	-	-	-	-	-	18,635,568	-	18,635,754
Issuance of Series A Common shares	-	-	36,085	36	-	-	-	-	-	-	41,779	-	41,815
Issuance of Series B Preferred shares	-	-	-	-	3,216	3	-	-	-	-	321,706	-	321,709
Issuance of Series B Common shares	-	-	-	-	-	-	680	1	-	-	721	-	722
Issuance of Series C Common shares	-	-	-	-	-	-	-	-	1,313	1	999,999	-	1,000,000
Net loss	-	-	-	-	-	-	-	-	-	-	-	(1,346,391)	(1,346,391)
Balance, December 31, 2021	752,587	752	163,137	163	10,700	10	2,319	3	1,313	1	77,499,069	(20,169,356)	57,330,642
Net loss	-	-	-	-	-	-	-	-	-	-	-	(16,524,868)	(16,524,868)
Balance, December 31, 2022	\$ 752,587	\$ 752	\$ 163,137	\$ 163	\$ 10,700	\$ 10	\$ 2,319	\$ 3	\$ 1,313	\$ 1	\$ 77,499,069	\$ (36,694,224)	\$ 40,805,774

See Notes to Consolidated Financial Statements.

Coastal Waste & Recycling, Inc.

**Consolidated Statements of Cash Flows
Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Net loss	\$ (16,524,868)	\$ (1,346,391)
Adjustments to reconcile net loss to net cash provided by operating activities		
Depreciation and amortization	31,336,048	16,524,798
Amortization of finance lease right-of-use assets	832,811	-
Amortization of deferred financing costs	598,461	166,366
Net changes in operating lease right-of-use assets and liabilities	165,904	-
Deferred income taxes	-	(907,510)
Accrued interest on note receivable from officer	(825)	(825)
Accrued interest on convertible notes payable	7,737	-
Accrued interest on finance lease liabilities	298,080	-
Bad debt expense	90,128	105,424
(Gain) loss on sale of property and equipment	469,860	(655,165)
Changes in operating assets and liabilities		
Accounts receivable	(10,695,745)	(10,456,712)
Deferred commissions	(292,691)	(215,701)
Prepaid expenses and other current assets	5,404,604	2,469,176
Contract fulfillment costs	(3,956,910)	-
Deposits and other assets	(253,513)	(221,553)
Accounts payable	405,595	(363,909)
Accrued expenses	6,086,313	3,953,062
Deferred revenue	2,208,248	1,109,130
Other long-term liabilities	(41,400)	262,304
Net cash provided by operating activities	<u>16,137,837</u>	<u>10,422,494</u>
Cash flows from investing activities		
Acquisition of business, net of cash acquired	(4,227,694)	(71,833,485)
Deposit on contract	4,227,694	(4,227,694)
Proceeds from sale of property and equipment	2,812,198	4,206,536
Purchase of property and equipment	<u>(79,544,818)</u>	<u>(35,249,113)</u>
Net cash used in investing activities	<u>(76,732,620)</u>	<u>(107,103,756)</u>

Coastal Waste & Recycling, Inc.

**Consolidated Statements of Cash Flows
Years Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
Cash flows from financing activities		
Net advances (repayments) on line of credit	30,833,807	(17,018,475)
Proceeds from draw to credit loans	39,525,849	-
Proceeds from issuance of Preferred stock	-	18,957,463
Proceeds from issuance of Common stock	-	1,042,537
Proceeds from term loan	2,375,000	95,000,000
Repayment of term loan	(6,887,500)	-
Proceeds from related party bridge notes	-	21,000,000
Repayment of related party bridge notes	-	(21,000,000)
Principal payments on finance leases	(73,813)	-
Proceeds from convertible notes payable	4,000,000	-
Payment on notes payable	(387,026)	(451,967)
Payment on other borrowings	(7,544,281)	(405,741)
Deferred financing costs	(268,168)	(1,900,887)
Change in cash overdrafts	(1,030,349)	1,139,430
	<u>60,543,519</u>	<u>96,362,360</u>
Net cash provided by financing activities		
	(51,264)	(318,902)
Net decrease in cash and restricted cash		
Cash and restricted cash, beginning	<u>274,044</u>	<u>592,946</u>
Cash and restricted cash, end	<u>\$ 222,780</u>	<u>\$ 274,044</u>
Supplemental disclosures of cash flow data		
Interest paid	<u>\$ 12,318,959</u>	<u>\$ 5,008,096</u>
Taxes paid	<u>\$ -</u>	<u>\$ -</u>
Noncash investing and financing activities		
Purchase accounting adjustment of goodwill and accounts receivable	<u>\$ 261,535</u>	<u>\$ -</u>
Purchase accounting adjustment of goodwill and accounts payable	<u>\$ 374,501</u>	<u>\$ 279,188</u>
Prepaid insurance financed through loan payable	<u>\$ 3,696,794</u>	<u>\$ 5,382,487</u>
Seller note for acquisition of business	<u>\$ -</u>	<u>\$ 8,000,000</u>
Property and equipment financed through notes payable	<u>\$ -</u>	<u>\$ 266,926</u>

See Notes to Consolidated Financial Statements.

EILEEN DAMASO
2332 SW 19TH ST.
MIAMI, FL 33145

63-939/87D

1012

DATE 5/9/23

PAY TO Town of Lake Park \$ 1,500.00
THE ORDER OF
One thousand five hundred ⁰⁰/₁₀₀ DOLLARS

HSBC 

Premier

MEMO Coastal Waste

Eileen Damaso

⑆067009390⑆ [REDACTED] 6070⑈ 1012

Check hand delivered to Town Clerk.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2023

Item 7.

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 HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@Hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Coastal Waste & Recycling, Inc. (Named Insureds are continued below) 1840 NW 33rd Street Pompano Beach FL 33064	INSURER A : Westchester Surplus Lines Insurance Co.	
	INSURER B : Axis Surplus Insurance Company	
	INSURER C : Endurance American Specialty Insurance Company	
	INSURER D : American Zurich Insurance Company	
	INSURER E : Zurich American Insurance Company	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1078481366

REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G7257803A	5/4/2023	5/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90		BAP 4425367	5/4/2023	5/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pers Inj Prot (PIP) \$ 10,000
B C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		P-001-000888344 EXT3001924680	5/4/2023 5/4/2023	5/4/2024 5/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 0779247 01 (FL)	4/27/2023	4/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Pollution		G7257803A	5/4/2023	5/4/2024	Each Occ/Aggr Deductible: \$1MM/\$2MM \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insureds: Roco Waste & Recycling LLC; Big Apple Demolition Removal, Inc.; World Waste Recycling, Inc. dba Coastal Waste & Recycling; Precision Portables, LLC; Coastal Waste & Recycling of St. Lucie County, LLC; Martin Lane Holdings, LLC; Coastal Waste & Recycling of Broward County, LLC dba Thoroughbred Waste Services dba Ideal Site Services; Coastal Waste & Recycling of Martin County, LLC; Coastal Waste & Recycling of Palm Beach County, LLC dba Aquarius Recycling; Coastal Waste & Recycling Holdco, LLC; Coastal Waste & Recycling of Miami-Dade County, LLC; Coastal Waste & Recycling of Florida, Inc.; Sunshine Recycling Services of SW FL LLC; Coastal Waste & Recycling of SW Florida, LLC; Eastern Waste Systems, Inc.; Coastal Waste & Recycling of Georgia, LLC; Coastal Waste & Recycling of Central Florida, LLC.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Lake Park
 Public Works Department
 535 Park Avenue
 Lake Park FL 33403

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: COAWAST-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED Coastal Waste & Recycling, Inc. (Named Insureds are continued below) 1840 NW 33rd Street Pompano Beach FL 33064
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Town of Lake Park is included as additional insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

RESOLUTION NO. 99-12-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA ESTABLISHING AN APPLICATION PROCESS FOR AUTHORIZING NON-EXCLUSIVE FRANCHISES FOR ROLL-OFF CONTAINER COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has determined that the residents and businesses of the Town would benefit if a process for granting non-exclusive franchises for roll-off collection services is created; and

WHEREAS, upon the adoption of this Resolution any person, firm, company or corporation may apply for a franchise; and

WHEREAS, in order to be granted a franchise an applicant must comply with the process and criteria set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1. - Engaging in business of roll-off collection services.

(a) No person, company, firm or corporation shall engage in the business of roll-off collection services over the streets or public rights-of-way of the Town, for hire or salvage, without first applying for and receiving a nonexclusive franchise from the Town to carry on such a business issued in the name of the corporation or company which will perform the services. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The nonexclusive franchise required by this section shall be in addition to any business tax receipts and other licenses which otherwise may be required by law. No franchise granted pursuant to this resolution shall be deemed the property of the holder thereof. The Town may grant a franchise subject to specific terms and conditions necessary to ensure that the terms of this resolution are met.

(b) The nonexclusive franchise authorized by this resolution may be used only by the firm, company or corporation issued the franchise, and its direct employees, but not related or affiliated firms. The firm, company or corporation granted a franchise may not subcontract with any other individual, firm, company or corporation to provide services under this franchise. Roll-off collection services may only be provided by the firm, company or corporation which has been granted a franchise by the Lake Park Town Commission.

(c) All franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the franchisee to revocation of its franchise.

(d) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the franchised hauler, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers shall be appropriately licensed.

(e) The franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.

(f) The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of roll-off collection services within the Town.

(g) The Town reserves unto itself, in its sole discretion, the power to modify the roll-off collection franchise program established in this resolution; including but not limited to the right to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchise program. Any such revision, modification or revocation of this franchise program shall be by resolution duly enacted by the Lake Park Town Commission.

(h) Each franchisee shall obtain and maintain, at its own expense, all licenses and permits Required by law or regulation to conduct roll-off collection services.

(i) The grant of a franchise does not relieve any corporation, firm or company from complying with the requirements of Chapter 403, Florida Statutes, and the Department of Environmental Protection's Rules, OSHA rules and regulations, Department of Transportation Rules, and any other applicable federal, state and local laws.

SECTION 2. - Nonexclusive franchise fee requirement; monthly fees; reporting requirements.

- (a) All franchised roll-off collection service operators shall pay to the Town a nonexclusive franchise fee of \$1,500.00 per year, payable the next business day following the Town Commission's approval of the franchise and annually thereafter on the same date during the second and third years of the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
- (b) All franchised roll-off collection service operators shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
- (c) The franchisee shall, each quarter, within 30 days of the last day of each calendar year, deliver to the Finance Director or designee:
- (1) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the franchisee who has the authority to legally bind the company, firm, or corporation.
 - (2) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
 - (3) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the franchisee for roll-off collection services.
- (d) No property owner may share a roll-off collection account with another property owner.
- (e) Any company, firm or corporation seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.
- (f) Each franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the franchisee shall be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. - Rates for roll-off collection services.

(a) Rates and charges for roll-off collection services shall be determined by agreement between the franchisee and its customer. The franchisee is responsible for billing and collecting all fees and charges for its services directly from its customers. The franchisee shall identify and disclose the roll-off collection fee payable to the Town as a line item on each customer invoice.

(b) The franchisee shall directly pay the county solid waste authority and/or any other authorized disposal facility for the franchisee's costs of disposal at facilities in accordance with Section 4.

SECTION 4. - Disposal required at Town- and/or county-approved facilities.

Any and all solid waste material collected by a franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Solid Waste Authority and at no other location or facility. A franchisee may not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. - Application.

Franchises shall be granted only after the applicant for the franchise has filed an application with the Town on such form(s) as established by the Town. All applications must be received by the Town no later than 4:00 PM January 15, 2018. As part of its application, the applicant shall demonstrate that it has at least three years of roll-off collection and disposal experience; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; its business history; an inventory of its equipment; and financial records for the Town's evaluation. The Town may require that the applicant submit additional information as part of the application to enable the Town to determine that the applicant meets all of the requirements delineated in this resolution.

SECTION 6. - Insurance/ Workers Compensation.

(a) The franchisee shall maintain and provide to the Town proof of its general liability insurance and automobile liability insurance policies which shall demonstrate that the policies are written in the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

(b) Workers' compensation coverage must be maintained in accordance with statutory requirements.

SECTION 7. - Authorization to provide services.

If approved, a franchisee shall be authorized to provide roll-off collection services only upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with any other terms and conditions.

SECTION 8. - Term of franchise.

The term of the franchises shall be for a period of three (3) years commencing March 5, 2018 and terminating March 5, 2021.

SECTION 9. - Transfer of nonexclusive franchise.

Upon the sale or legal transfer of a franchisee company or corporation, the new owner must apply for a transfer of the franchise, in writing, within 30 days of the transfer, to the Town and shall provide the requisite evidence of required insurance and financial responsibility. A franchise may not be transferred to a new operational location. Transfer of a franchise to a successor entity is not final until approved by the Town. Once transferred, the franchise shall remain in effect until the original expiration date.

SECTION 10. - Revocation of nonexclusive franchise.

(a) In the event the franchisee fails to comply with any of the terms specified in any of these sections, the Town reserves the right to revoke any nonexclusive franchise previously granted for a franchisee's failure to comply with any section of this resolution.

(b) The violation of any of the terms and conditions of this Resolution which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.

(c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the franchisee's location or operation, may subject a franchisee to revocation of a franchise.

(d) In the event the Town proposes to revoke a franchise for any violation of this resolution, it shall provide the franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the franchisee or its registered agent at the address provided by the franchisee in its application to the Town, or if changed at the location of its Palm Beach County office as required herein.

SECTION 11. - Demolition debris; debris hauling fee; volume determination for debris.

(a) *Debris hauling equipment.* Contractors appropriately licensed and contracted to perform demolition services may haul their own demolition debris utilizing the contractor's own equipment, provided that all equipment utilized for debris hauling services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the contractor, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of such services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All drivers must be appropriately licensed.

(b) *Debris hauling fee.* A demolition debris hauling fee shall be paid at the time a demolition permit application is made and the owner or contractor intends to haul its own debris. The demolition debris hauling fee will be established by resolution of the Town Commission.

(c) *Demolition debris.* The cubic yards of debris hauled from a demolition project shall be determined by multiplying the length times the width times the height in feet of the structure to be demolished, times a conversion constant which provides the volume of debris contained is the structure in cubic yards. The conversion constant for a wood or metal frame structure is 0.009. The conversion constant for a CBS or masonry structure is 0.011.

The foregoing Resolution was offered by Commissioner Flaherty who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>Absent</u>	
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	
COMMISSIONER ERIN FLAHERTY	<u>/</u>	
COMMISSIONER ANNE LYNCH	<u>/</u>	
COMMISSIONER ROGER MICHAUD	<u>/</u>	

The Town Commission thereupon declared the foregoing Resolution NO. 99-12-17 duly passed and adopted this 6 day of December, 2017.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

1. Application Date: _____
(Applications must be submitted no later than 4:00 PM January 15, 2018)

2. Applicant/Business Name: _____

3. Corporate Office Address: _____

4. Palm Beach County Physical Address: _____

5. Mailing Address: _____

6. Phone Number: _____

7. Officers/Principals: _____

8. Contact for Town Franchise: (Name) _____
(Authorized Agent) (Address) _____
(Phone) _____

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

10. Other References: (include name, address and phone number)

Reference 1: _____

Reference 2: _____

Reference 3: _____

11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

_____ No _____ Yes If yes, explain where, when and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

_____ No _____ Yes

13. Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant.

14. A) Attach applicant's last annual financial statement.

B) Attach applicant's financial operating statement for the prior quarter.

15. Attach business tax receipt from County/City of principal place of business.

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.

2. All equipment utilized for commercial collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.
10. Franchisee agrees to pay the annual \$1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 41-09-10.

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: _____
(Business Name)

Date: ____/____/____

(Signature) _____

(Print Name) _____

(Title) _____

FOR PUBLIC WORKS USE ONLY:

Date Received: ____/____/____ _____ Initials

Certificate of Corporate Good Standing	_____ Yes	_____ No	_____
Financial Records	_____ Yes	_____ No	_____
Certificate of Insurance	_____ Yes	_____ No	_____
Sent to Risk __/__/__; Risk Approved	_____ Yes	_____ No	_____
Business Tax Receipt	_____ Yes	_____ No	_____
Franchise Fee Paid	_____ Yes	_____ No	_____

APPROVED: _____, Public Works Director

FRANCHISE ISSUED: ____/____/____

FRANCHISE EXPIRES ____/____/____



Agenda Request Form

Meeting Date: June 21, 2023

Originating Department: Special Events

Agenda Title: Summer Bash Fundraiser Sponsorship Requests

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov,
c=US
Date: 2023.06.15 17:08:58 -04'00' Date: _____

Cost of Item: _____ Funding Source: _____

Account Number: _____ Finance Signature: _____

Advertised: _____
Date: _____ Newspaper: _____

Attachments: Summer Bash Fundraiser Special Event Permit Application

Please initial one:

 X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

The Special Events Department received a Special Event Permit Application from Rhonda Jo Porter proposing a Summer Bash Fundraiser to be held on Saturday, July 15 in the parking lot of the 700 block of Park Avenue, near The Brewhouse Gallery and Kelsey City Brewing. The funds raised will be provided to the Amara Shriners Children's Transportation Fund to drive children to the Shriners Hospital located in Tampa, Florida. Event vendors include Eddie's Rolling Bistro, Mark Bone BBQ, VFW and Amara Shriners. At this time, the event organizer would like the Town to sponsor the event by providing marketing assistance listed below. In addition, a funding request of \$500.00 to pay for the live entertainment will be presented to the Town's Community Redevelopment Agency Board of Directors on Wednesday, July 5, 2023. The CRA Board will have to vote to approve the expenditure from the CRA budget.

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
<ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material. • Event flyer and information posted on the Town of Lake Park website. • Event flyer and information posted on Town of Lake Park social media accounts. • Event flyers posted at Town of Lake Park special events. 	No monetary value	No monetary value

Recommended Motion: I move to approve the request made by the event organizer of the Summer Bash Fundraiser.



DATE/TIME RECEIVED

Item 8.

TOWN OF LAKE PARK SPECIAL EVENTS DEPARTMENT SPECIAL EVENT PERMIT APPLICATION

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Special Events Director at least 60 days in advance of your event by calling 561-840-0160.

This Application must be completed and submitted by the Event Organizer ("Applicant")

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Special Events Department not less than thirty (30) calendar days prior to the date of the proposed Event. For events being proposed wholly or partially on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: \$100.00 (\$50.00 for individuals or Non-profit organizations). Note: Application Fees are Non-Refundable.

Non-Profit IRS Tax Identification Number (required if Applicant is a non-profit):

82-2030991

(If applicable)

Name of Applicant (i.e. Event Organizer):

RHOWARD PORTER.

Name of Event:

"SUMMER BASH" TO BENEFIT (FUNDRAISER)

AMARIE SAMPSON'S CHILDREN'S TRANSPORTATION FUND

Address/Location of Event:

714-722-PARK AVENUE PARKING LOT. (EAST ELDORADO)

Are you interested in sponsorship from the Town of Lake Park? Yes No

535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323

Special Event Permit Application

Revised: January 2023

Previous Editions Obsolete

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	7/15/23	SATURDAY	2:00 AM <input checked="" type="radio"/> PM	6:00 <input type="radio"/> AM <input checked="" type="radio"/> PM
Event Day 2	_____	_____	() AM () PM	() AM () PM
Event Day 3	_____	_____	() AM () PM	() AM () PM
Event Day 4	_____	_____	() AM () PM	() AM () PM
Event Day 5	_____	_____	() AM () PM	() AM () PM
Event Day 6	_____	_____	() AM () PM	() AM () PM

Additional Applicant Information:

Name: RHONDA JO PORTER

Address: 720 PARK AVE

State/Zip: LAKE PARK, FL 33403

CONTACT PHONE: 561-234-0989

Alternate Phone # 561-469-8930

Fax: N/A

E-mail: AJDMAMA@gmail.com

Description and Purpose of the Event

FAMILY FRIENDLY EVENT TO RAISE MONEY FOR ANACRA SHELLE CHILDREN'S TRANSPORTATION FUND. (DRIVE KIDS TO THE TAMPA HOSPITAL)
10 VENDORS MAX. - COEN HOLE - WATERMELON EATING CONTEST, GAMES.

Estimated number of participants? 100

- Has this event ever occurred in the Town of Lake Park? Yes ___ No X
- Has this site had a Special Event Permit this calendar year? Yes ___ No X
- Will there be an admission fee for the Event? If yes, how much? Yes ___ (\$___) No X

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure? Yes ___ No X

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes: _____
(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- Road closure
- Electric service hook-up required
- Water service hook-up required
- Sidewalks blocked
- Municipal park(s) prepared
- Booths or other temporary structures
- Parking lots to be partially or completely closed *- ONLY THE ONE BELONGING TO THE BUILDING.*
- Food Vendors (Liquid Propane Gas Log)
- Town litter pick-up or street sweeping
- Tents (if yes, describe type and size 10x10 - LIMITED TO SPACE AVAILABLE)
- Barricades ordered
- Alcohol served
- Security/Law Enforcement
- Music, bands, DJ
- Rides or other amusements
- Animals
- Fireworks
- Bleachers
- Designated parking area
- Town Restroom (if yes, please describe _____)
- Portable Restrooms (if yes, please describe _____)
- Dumpsters/Trash Receptacles
- Portable stage
- Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (*identify which ones are food trucks*)

<u>EDDIE'S ROLLIN BISTRO. *</u>	<u>AERS & CRAFTS. - TENT.</u>
<u>MARK BONE BBQ FOOD. *</u>	_____
<u>CIGAR VENDOR.</u>	_____
<u>VFW. TENT.</u>	_____
<u>SHRINE TENT.</u>	_____

Will the event require the use of electricity? Yes ___ No X

Will the event require water hook-up? Yes ___ No X

*Will food and/or beverages be served? Yes X No ___

*Will the event have vendors or concession sales, including food? Yes X No ___

**If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.*

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes X No ___

**If the answer to the above question is YES, all food trucks must have the proper State license, PBC Business Tax Receipt, and a current PBC Fire Rescue Safety Inspection Report. Copies of these documents must be provided to the Town no later than fourteen (14) calendar days prior to the event.*

For events on Town property, the Liquid Propane Gas tanks will be inspected the day of the event for leaks prior to operating any gas appliances. Applicants must provide staff with their LPG Log at each event to ensure proper safety measures have been followed.

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are \$1 million per occurrence and \$2 million aggregate. \$100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement) JEP

The Applicant holds full responsibility and liability for its vendors. (Initial to acknowledge statement) JEP

**Will alcoholic beverages be served? Yes ___ No X

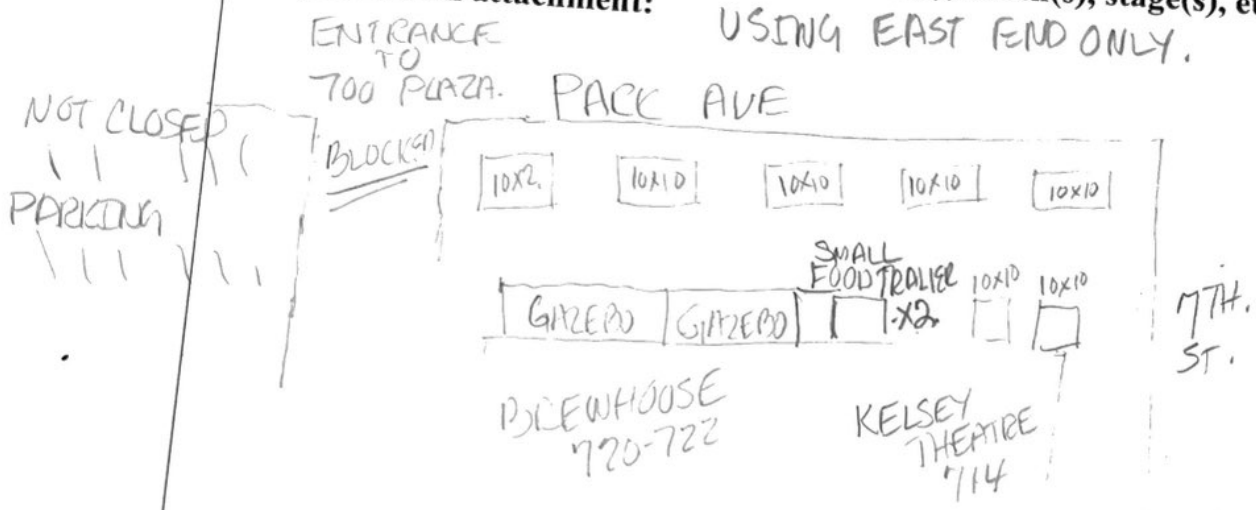
***If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a \$1million limit must be included on the Certificate of Insurance.*

***Are you proposing signage? Yes ___ No X

****If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional \$100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.*

Will the event have an official "Flyer" and/or promotional materials? Yes No X
If yes, please provide a copy of the "Flyer". ~ SOCIAL MEDIA ADVERTISING.

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:



USING EAST END ONLY.

- * FOOD TRAILER 1 - SELF CATERED.
- * FOOD. SMOKE? - SERVED.

PARKING IN ALLEY & PUBLIC PARKING AREA.

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:
MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a Certificate of Flame Resistance is required and must accompany this Special Event Permit Application.

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

Riunite Franks Digitally signed by Riunite Franks
DN: cn=Riunite Franks, o=Town of Lake Park, ou=Special Events
Department, email=riunitefranks@lakeparkflorida.gov, c=US
Date: 2023.06.14 11:20:58 -0400 **DATE:** 6/14/23

PUBLIC WORKS DIRECTOR:

DATE: _____

MARINA DIRECTOR: *(If applicable)*

DATE: _____

PALM BEACH COUNTY SHERIFF:

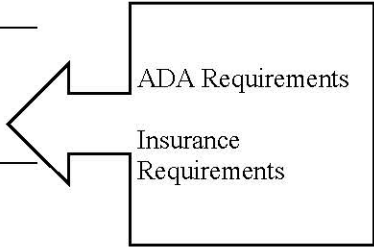
DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

DATE: _____

RISK MANAGEMENT: *(If applicable)*

DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

DATE: _____

Additional Comments (reviewers may include attachments):

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ DATE: _____

PUBLIC WORKS DIRECTOR: *Approved as it is on private property.*

Paula Leblanc Digitally signed by Paula Leblanc
DN: cn=Paula Leblanc, c=us, email=pleblanc@paworks.town.or.us
Date: 2023.05.12 15:00:48-0400 _____ DATE: 05/12/23

MARINA DIRECTOR: *(If applicable)*

_____ DATE: _____

PALM BEACH COUNTY SHERIFF:

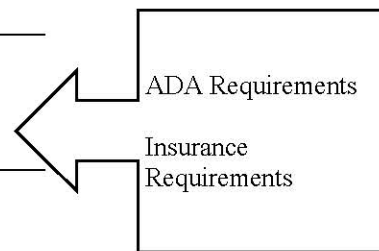
_____ DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

_____ DATE: _____

RISK MANAGEMENT: *(If applicable)*

_____ DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

_____ DATE: _____

Additional Comments (reviewers may include attachments):

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ DATE: _____

PUBLIC WORKS DIRECTOR:

_____ DATE: _____

MARINA DIRECTOR: *(If applicable)*

_____ DATE: _____

PALM BEACH COUNTY SHERIFF:

[Handwritten Signature]

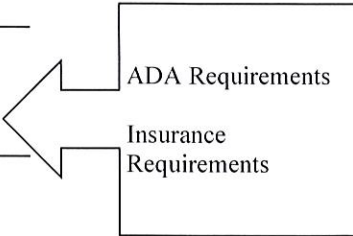
DATE: 5/12/23

PALM BEACH COUNTY FIRE-RESCUE:

_____ DATE: _____

RISK MANAGEMENT: *(If applicable)*

_____ DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

_____ DATE: _____

Summer Bash Fundraiser

Additional Comments (reviewers may include attachments):

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PUBLIC WORKS DIRECTOR:

_____ **DATE:** _____

MARINA DIRECTOR: *(If applicable)*

_____ **DATE:** _____

PALM BEACH COUNTY SHERIFF:

_____ **DATE:** _____

PALM BEACH COUNTY FIRE-RESCUE:

PS _____ **DATE:** 5/15/23

RISK MANAGEMENT: *(If applicable)*

_____ **DATE:** _____

ADA Requirements
Insurance Requirements

COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

_____ **DATE:** _____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: *RW Porter*
 APPLICANT PRINTED NAME: RW PORTER. DATE: 5/4/23

PROPERTY OWNER: *(If Property Owner is not the Applicant)*
Army DATE: _____

PROPERTY OWNER PRINTED NAME:
MILAD ABAM WOLOHO TIAN DATE: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Agenda Item No.

Agenda Title: Florida League of Cities 2023 Annual Business Meeting Voting Delegate.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING
- NEW BUSINESS**
- OTHER: _____
- CONSENT AGENDA
- OLD BUSINESS
- ORDINANCE ON FIRST READING

Approved by Town Manager John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake Park, ou=Town Manager, email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.06.15 15:29:37 -04'00' Date: _____

Vivian Mendez, Town Clerk, MMC
 Department Head Name/Title _____

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Voting Delegate Form
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>VM</u> Please initial one.

Summary Explanation/Background:

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. The Annual Business Session will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

The purpose of this agenda item is to request that the Town Commission designate a voting delegate to represent the Town during the Annual Business Session.

Recommended Motion: I move to appoint _____ as the 2023 Florida League of Cities Voting Delegate.

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate

**97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: June 21, 2023

Agenda Item No.

Agenda Title: Review of the Town Manager's Annual Performance Evaluation for the Period of May 1, 2022 to May 1, 2023

- SPECIAL PRESENTATION/REPORTS
 - BOARD APPOINTMENT
 - PUBLIC HEARING
 - NEW BUSINESS**
 - OTHER: _____
- CONSENT AGENDA
 - OLD BUSINESS
 - ORDINANCE ON FIRST READING

Approved by Town Manager  Date: 6-8-23

Name/Title ***Bambi McKibbon-Turner, Assistant Town Manager/Human Resources Director***

Originating Department: Human Resources	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Copies of Completed Town Manager Evaluation Forms Received; and, Copy of Town Manager Job Description
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone: <u>BMT</u> OR Not applicable in this case ____ Please initial one.

Summary Explanation/Background:

Pursuant to the Commission's direction at its April 19, 2023 meeting, the previously used Town Manager evaluation forms were distributed to the Commission on May 3, 2023.

Attached are the completed evaluation forms that were received from the Town Commission as of the date of the submittal of this agenda item for this June 21, 2023 Commission meeting. Another copy of the Town Manager's current job description is attached for ease of reference.

Recommended Motion: There is no recommended motion.

RECEIVED
Human Resources Department

MAY 31 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM TOWN MANAGER JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Roger David Michaud

Evaluator 's Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

- | | | |
|---|----------------------|---|
| 5 | Outstanding | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective | Regularly meets and frequently exceeds standards of work performance. |
| 3 | Effective | Regularly meets standards of work performance. |
| 2 | Marginally Effective | Often fails to meet standards of work performance. |
| 1 | Ineffective | Clearly and consistently fails to meet standards of work performance. |

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 5 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 5 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 5 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

John has maintain a thorough level of communication with me. He empowers his staff to use the best of their abilities to effectively get work done. John completely has staffs best interest. He recently inspired a recent hire that was brought to my attention.

2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 4 Expenditures are made within budget limitations according to established policy

COMMENTS:

John in my tenure as a council member has shown to manage our budget effectively. Our town budget has always remain balanced with no indication of any deficits other than our marina and sanitation to which we are addressing this upcoming budget year.

3. PERSONAL SKILLS/COMMUNICATIONS

- 4 Willing to commit time necessary to complete required tasks
- 4 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 3 Skillful in written communication
- 4 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 3 Receptive to constructive criticism and advice
- 3 Manages stress effectively

COMMENTS:

John has a passion for what is believed to be the best course of action for the subject in question. Sometimes that passion can be skirt the lines of demeanor if outcomes are different but understands when these things are pointed out to him.

4. RELATIONS WITH THE TOWN COMMISSION

- 3 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 4 Carries out the directives of the Commission as a whole, rather than those of any one member
- 4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

John understands the relationship with the commission in terms of policy and follows directive to the best of his ability. He works with the commission in determining policy and respects the commission decision on final decision of policies.

5. COMMUNITY RELATIONS

- 4 Effectively addresses and accommodates citizen complaints
- 5 Shows a sensitivity to and appreciation of diversity of the Town’s population
- 4 Responsive to issues of both commercial and residential populations
- 5 Takes a “hands-on” approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

I have heard nothing but positives from outside representatives that have worked with or interacted with John. John always creates a positive image of the town. He informs residents about town info through our town newsletter and social media platforms.

ADDITIONAL SUMMARY COMMENTS:

I value John as a leader and award him for all the positive movement this town has endured under his leadership. He has a staff that values him as their leader and does so in their work.

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

Roger Michaud
Digitally signed by Roger Michaud
Date: 2023.05.31 10:17:42 -04'00'

5/31/2023

EVALUATOR’S SIGNATURE

DATE

RECEIVED
Human Resources Department

MAY 24 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER
JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

Kim Glas-Castro
Evaluator's Name

EVALUATION PERIOD

5/1/2022 - 5/1/2023

EVALUATION SCALE

- | | | |
|---|----------------------|---|
| 5 | Outstanding | Consistently achieves and exceeds all standards/objectives of work performance. |
| 4 | Very Effective | Regularly meets and frequently exceeds standards of work performance. |
| 3 | Effective | Regularly meets standards of work performance. |
| 2 | Marginally Effective | Often fails to meet standards of work performance. |
| 1 | Ineffective | Clearly and consistently fails to meet standards of work performance. |

1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 4 Maintains open and informative communications with the Town Commission
- 4 Knowledgeable of current developments affecting the local government management field.
- 4 Effectively implements and enforces Town policies and procedures
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates problems and develops effective approaches for solving them.
- 4 Maintains a work atmosphere conducive to productivity and efficiency
- 4 Takes responsibility for staff actions.
- 4 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 4 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 4 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 4 Effectively recruits professional staff

COMMENTS:

John has done better this year discussing potential approaches to an issue of new focus area before staff takes action, which may be counter to Commission consensus

2. FISCAL MANAGEMENT

- 4 Possesses knowledge of governmental accounting/budget procedures
- 4 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 4 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 4 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

4 Expenditures are made within budget limitations according to established policy

COMMENTS:

John is fiscally conservative, but finds means to fund or undertake activities per Commission direction

3. PERSONAL SKILLS/COMMUNICATIONS

- 4 Willing to commit time necessary to complete required tasks
- 4 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 4 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 4 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:

John has done a better job this year verbally communicating with the Commission rather than relying on emails, which are not always effective communication

4. RELATIONS WITH THE TOWN COMMISSION

- 4 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
- 4 Carries out the directives of the Commission as a whole, rather than those of any one member
- 4 Assists the Commission in establishing policy, while acknowledging the ultimate authority of the Commission to set policy
- 4 Supports the action of the Commission after a decision has been reached, both inside and outside Town Hall
- 4 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

Additional Comments:

— John should ensure that staff is aware of legislative changes (there are several means via League of Cities, APA Florida, 1000 Friends of FL or the Town Lobbyists) so that they are not illegally enforcing codes that are rendered void by the legislature — staff was embarrassingly late learning about changes to food trucks & front-yard gardens pre-emptions.

— John & staff need to hold more meaningful discussions with the Town Attorneys. Agenda items are moved forward without full vetting. (Ocena offer agreement, food truck ARF).

COMMENTS:

John's Communication with and interaction with the Commission has been positive this year

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 4 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential populations
- 4 Takes a "hands-on" approach when necessary
- 5 Maintains an effective working relationship with other local governments
- 4 Takes a diplomatic approach to problem solving
- 5 Projects a positive image on behalf of the Town of Lake Park
- 4 Provides management support to Town Boards
- 4 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

Direct mailings to residents & stakeholders has provided better information & opportunities to learn more about Town programs & studies. John is an excellent ambassador for the town.

ADDITIONAL SUMMARY COMMENTS:

I have heard, but have not personally witnessed, about John losing his temper & displaying unprofessional behavior towards certain potential investors/developers, with complaints about favoritism towards certain businesses/developments.

OVERALL RATING:

- 5- Outstanding
- 4- Very Effective
- 3- Effective

- 2- Marginally Effective
- 1- Ineffective


EVALUATOR'S SIGNATURE

5-20-23
DATE

MAY 24 2023

TOWN OF LAKE PARK



Town of Lake Park
ANNUAL PERFORMANCE EVALUATION FORM
TOWN MANAGER
JOHN D'AGOSTINO

Each member of the Town Commission should complete this form, rating the Town Manager's performance in each of the areas noted below. The Manager's tasks are divided into five (5) categories and provide for the rating of each item in the category using the evaluation scale shown. Spaces are also provided for additional comments. *(Please do not complete in pencil.)*

John L Linden

 Evaluator 's Name

EVALUATION PERIOD

 5/1/2022 – 5/1/2023

EVALUATION SCALE

- | | | |
|---|----------------------|---|
| 5 | Outstanding | Consistently achieves and exceeds all standards/objectives of work performance. |
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1. MANAGEMENT STYLE/PROFESSIONAL SKILLS

- 3 Maintains open and informative communications with the Town Commission
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- 3 Effectively implements and enforces Town policies and procedures
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- 2 Anticipates problems and develops effective approaches for solving them.
- 3 Maintains a work atmosphere conducive to productivity and efficiency
- 3 Takes responsibility for staff actions.
- 2 Encourages department heads to make decisions within their own areas without the Town Manager's approval, yet maintains general control of operations
- 3 Motivates Town staff to work as a team and seek ways to be innovative and oriented toward effective problem solving
- 2 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

COMMENTS:

(2.73) His management style appears to be controlling and dictatorial. it appears to me his Staff cannot make decisions without first going through him. From my perspective he does not motivate his staff he does not give them the freedom of creativity.

2. FISCAL MANAGEMENT

- 3 Possesses knowledge of governmental accounting/budget procedures
- 3 Prepares a balanced budget to provide services at a level directed by the Town Commission
- 3 Strives to make the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 3 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 2 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

- 3 Expenditures are made within budget limitations according to established policy

COMMENTS:

(2.83) My observation: While items have to go out for bid, the best price is not always obtained.

3. PERSONAL SKILLS/COMMUNICATIONS

- 3 Willing to commit time necessary to complete required tasks
- 2 Demonstrates high concern for ethical behavior
- 2 Skillful in verbal communication
- 2 Skillful in written communication
- 2 Informs the Commission of current issues and administrative developments
- 3 Encourages a positive attitude regarding the Town
- 2 Receptive to constructive criticism and advice
- 3 Manages stress effectively

COMMENTS:

(2.37) Forced Staff to break the rules to accomodate a request of the previous Mayor. He will write a nasty/sarcastic letter to someone that does not agree with him, example, the Town Attorney, our lobbisist, even a commissioner (me). (*3a)(*3b)

4. RELATIONS WITH THE TOWN COMMISSION

- 3 Works with the Commission to establish annual goals and objectives and provides regular reports. Provides regular reports to the Commission on the status of Commission directives.
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COMMENTS:

(2.6) Working with the previous Mayor he broke the rules of the Town, by forcing his staff to break them, to accomodate the Mayor's request for foreign money. His attitude periodically is, that the commissioners work for him, not the other way around.

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 3 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential populations
- 3 Takes a "hands-on" approach when necessary
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- 2 Takes a diplomatic approach to problem solving
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- 2 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

(2.66) He is reluctant to ask for assistance, it must be done his way. OK in person, on calls and written correspondence there are times he does not reflect a positive image of the Town. Staff takes his direction when interacting with various Boards.

ADDITIONAL SUMMARY COMMENTS:

(*3a) He is very slow to update on developments in the town; hear it second hand over a zoom call. (*3b) reluctant to accept criticism, or take advice. Comes across as it has to be his idea.

OVERALL RATING:

2.5

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective
- 2 - Marginally Effective
- 1 - Ineffective

EVALUATOR'S SIGNATURE

5/23/2023
DATE

MAY 22 2023

TOWN OF LAKE PARK



Town of Lake Park

ANNUAL PERFORMANCE EVALUATION FORM

TOWN MANAGER
JOHN D'AGOSTINO

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Mary Taylor

Evaluators Name

EVALUATION PERIOD

5/1/2022 – 5/1/2023

EVALUATION SCALE

- | | | |
|---|----------------------|---|
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- 3 Properly controls the Town's operational and functional activities and motivates others to maximum performance
- 3 Effectively recruits professional staff

COMMENTS:

John D'Agostino, is available to meet and answer questions without hesitation. Town hall administration office is a pleasure to visit, because of the personnel on the second floor, indicating a harmonious work environment.

2. FISCAL MANAGEMENT

- 5 Possesses knowledge of governmental accounting/budget procedures
- 3 Prepares a balanced budget to provide services at a level directed by the Town Commission
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- 3 Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting
- 3 Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the Town

3 Expenditures are made within budget limitations according to established policy

COMMENTS:
I do not support all the recommended decisions presented to the commission because I did not have adequate background information required to approve a million dollar grant to one individual entity

3. PERSONAL SKILLS/COMMUNICATIONS

- 3 Willing to commit time necessary to complete required tasks
- 2 Demonstrates high concern for ethical behavior
- 4 Skillful in verbal communication
- 4 Skillful in written communication
- 3 Informs the Commission of current issues and administrative developments
- 4 Encourages a positive attitude regarding the Town
- 2 Receptive to constructive criticism and advice
- 4 Manages stress effectively

COMMENTS:
I believe the \$75,000 donation from King Solomon relief fund was unethical, but not refuted by the town manager.

4. RELATIONS WITH THE TOWN COMMISSION

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- 3 Offers workable revisions to the Commission for changes in policy when an existing policy or ordinance is impractical.

COMMENTS:

Request for priority lists of goals and objectives have not been provided as well as requests for updates on safety issues such as traffic control.!

5. COMMUNITY RELATIONS

- 3 Effectively addresses and accommodates citizen complaints
- 3 Shows a sensitivity to and appreciation of diversity of the Town's population
- 3 Responsive to issues of both commercial and residential **populations**
- 3 Takes a "hands-on" approach when necessary
- 3 Maintains an effective working relationship with other local governments
- 3 Takes a diplomatic approach to problem solving
- 3 Projects a positive image on behalf of the Town of Lake Park
- 3 Provides management support to Town Boards
- 3 Effectively informs residents of Town news through Town produced media. i.e. Newsletter.

COMMENTS:

A positive attitude toward citizens and those that have different or opposing views would be a worthwhile goal.

ADDITIONAL SUMMARY COMMENTS:

This evaluation is a product of a teacher, I admit I would give myself an overall 3 rating. Being a informed commissioner in order to better serve my community is my goal.

OVERALL RATING:

- 5 - Outstanding
- 4 - Very Effective
- 3 - Effective

- 2 - Marginally Effective
- 1 - Ineffective

W. Amy Taylor

05/21/23

EVALUATOR'S SIGNATURE

DATE

TOWN MANAGER

JOB CODE: 100
DEPARTMENT: TOWN MANAGER

CHARACTERISTICS OF THE CLASS:

Under the general supervision of the Town Commission, serve as the Chief Administrative Officer of the Town by directing and supervising the administration of all departments, and by implementing policy established by the Town Commission. Work is reviewed through periodic evaluations by the Town Commission. Performs such other duties as may be required by the Town Commission not inconsistent with the Town Charter, State law or applicable Ordinances. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Appoints, hires, disciplines and removes all employees and department heads of the Town in accordance with the Town established employee policies and procedures.
2. Provides staffing for the appointed boards, committees, and agencies of the Town, as necessary or directed by the Town Commission.
3. Prepares and submits to the Town Commission a monthly report. Also, directs all department heads to file monthly reports with the Office of Town Manager, which shall collect and forward these reports to the Town Commission without correction or modification.
4. Prepares, with the assistance of the Finance Director an annual budget and presents the same to the Town Commission with a message describing the important features, and is responsible for the administration of such budget after adoption.
5. Prepares and submits to the Town Commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the Town Commission.
6. Keeps the Town Commission advised of the financial condition and future needs of the Town, and make such recommendations as may be desirable on a timely basis. The Town Manager is encouraged to actively seek out potential grant monies that may be available to support Town projects.

*Approved on
6/20/12
by Resolution 14-06-12.*

7. Recommends to the Town Commission a standard schedule of pay for all Town positions, including minimum and maximum rates of pay.
8. Organizes, reorganizes, consolidates, combines or abolishes positions, offices, department divisions or departments of the Town only with the approval of the Town Commission.
9. Recommends in consultation with the Town Attorney appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the Commission in proper sessions.
10. Recommends to the Town Commission the adoption of such Ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.
11. Attends meetings of the Town Commission, Town committees and boards, and other Town meetings, as the Town Manager deems necessary, or as directed by the Town Commission. At such meetings, the Town Manager shall have the right to take part in the discussion, but without a vote.
12. Serves as purchasing agent for the Town, responsible for overseeing the purchase of equipment and supplies pursuant to Town policy.
13. Provides staff support services for the Mayor and Commission members which shall be limited to those necessary in support of Town activities.
14. In consultation with the Town Attorney, enforces the Town's laws and Ordinances.
15. Investigates the affairs of the Town, or complaints regarding any department or division; investigates all complaints in relation to matters concerning administration; investigates complaints regarding service maintained by public utilities; and, sees that all terms and conditions imposed in favor of the Town in any franchise, contract or agreement are faithfully observed.
16. Devotes all working time to the discharge of official duties.

REQUIREMENTS:

A. Education and Experience:

Bachelor's degree in Public Administration or a closely related field from an accredited college or university and at least five (5) years of experience as a full-time employee in Public Administration at the administrative level. Must possess a valid Florida driver's license.

B. Knowledge, Skills and Abilities:

- Knowledge of the organization, functions of a municipal government
- Knowledge of budgetary development, administration and control
- Knowledge of local Codes, Ordinances and regulations
- Ability to plan and coordinate complex administrative activities
- Ability to formulate plans, budgets and related policy papers, synthesizing information from a variety of sources
- Ability to delegate authority and responsibility appropriately
- Ability to communicate effectively both orally and in writing
- Ability to follow complex oral and written instructions
- Ability to work effectively with the Town Commission, the general public and Town staff

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee will be required to use hands to manipulate, handle, feel or operate objects or controls and reach with hands and arms. The employee is occasionally required to climb, stand or balance, stoop, kneel or crouch. Task may involve extended periods of time at the computer keyboard. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Extensive close work, and extensive PC monitor work are required.

ENVIRONMENTAL REQUIREMENTS:

Tasks performed without exposure to adverse environmental conditions (dirt, cold, rain, fumes).

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide

occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.