



**MARSH HARBOUR
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
JANUARY 15, 2021
10:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.marshharbouredd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
Marsh Harbour Community Clubhouse
1000 Marsh Harbour Drive
Riviera Beach, Florida 33404
REGULAR BOARD MEETING
January 15, 2021
10:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 20, 2021 Regular Board Meeting.....Page 3
- G. Old Business
- H. New Business
 - 1. Consider Proposal from O’Hara to fill in landscape in front of 1224 & 1226 Lucaya Drive.....Page 6
 - 2. Consider Proposal from Terracon for Landscaping Services.....Page 7
 - 3. Consider Proposal from O’Hara to Mulch Entire Community.....Page 9
 - 4. Consider Proposal from Russ Total Lawn Maintenance LLC for Tree Trimming Proposal.....Page 10
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

PROOF OF PUBLICATION STATE OF FLORIDA

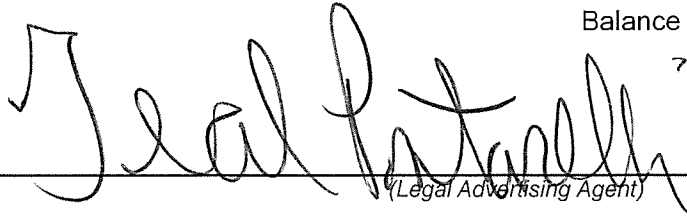
PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - PublicNotice was published in said newspaper on: first date of Publication 10/07/2020 and last date of Publication 10/07/2020. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

MARSH HARBOUR CDD
2501 BURNS RD
STE A
PALM BEACH GARDENS, FL 33410-5207

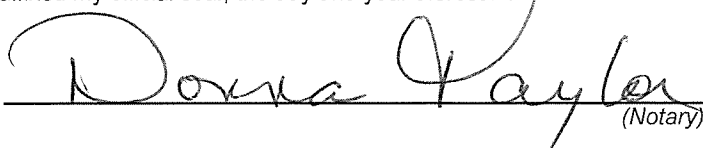
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Signed


(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 13th day of October, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed


(Notary)



Please see Ad on following page(s).

MARSH HARBOUR CDD
2501 BURNS RD
STE A
PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number: 0000598849
Ad Cost: \$264.88
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**MARSH HARBOUR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Marsh Harbour Community Development District will hold Regular Meetings at 10:00 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404 on the following dates:

October 16, 2020
November 20, 2020
December 18, 2020
January 15, 2021
February 19, 2021
March 19, 2021
April 16, 2021
May 21, 2021
June 18, 2021
July 16, 2021
August 20, 2021
September 17, 2021

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

MARSH HARBOUR COMMUNITY
DEVELOPMENT DISTRICT
www.marshharbourcdd.org
10-7/2020

0000598849-01

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 20, 2020**

A. CALL TO ORDER

The November 20, 2020, Regular Board Meeting of the Marsh Harbour Community Development District was called to order at 10:03 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 7, 2020, as legally required.

C. ESTABLISH A QUORUM

Mr. Karmeris determined that the attendance of Chairperson Allen Walker, Vice Chairman Kent Pollock and Supervisors Judy Briggs, Heather Eccles and Nadine Sampson (via phone who joined at 10:02 a.m.) constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Andrew Karmeris of Special District Services, Inc.; District Counsel Vanessa Steinerts of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. (via phone); and the onsite HOA Manager, Tara Bennett.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. October 16, 2020 Regular Board Meeting

The minutes of October 16, 2020, Regular Board Meeting were presented.

Mr. Pollock **moved** approval and Ms. Briggs seconded that the minutes of October 16, 2020, Regular Board Meeting be approved, as presented. The **motion** carried 5 to 0.

G. OLD BUSINESS

Mr. Karmeris gave an update regarding the Fencing Project.

H. NEW BUSINESS

1. Discussion Regarding O'Hara Landscaping Contract

Ms. Bennett advised that O’Hara had not been checking in with the HOA upon arrival, as requested. Mr. Pollock expressed concern over the constant sprinkler issues. He believes it is possible that O’Hara is using the wrong lawnmower for certain areas and damaging the sprinklers, only to charge to fix them later. Mr. Pollock then recommended the CDD look into other landscaping companies. The Board agreed and directed staff to collect proposals for landscaping services.

2. Consider Resolution No. 2020-04 – Adopting a Fiscal Year 2019/2020 Amended Budget

Resolution No. 2020-04 was presented, entitled:

RESOLUTION NO. 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2019/2020 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Walker, seconded by Mr. Pollock and passed unanimously adopting Resolution No. 2020-04, as presented.

3. Consider Resolution No. 2020-05 – Ratifying Actions Taken Pursuant to EO No. 20-69

Resolution No. 2020-05 was presented, entitled:

RESOLUTION 2020-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and passed unanimously adopting Resolution No. 2020-05, as presented.

I. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

J. BOARD MEMBER COMMENTS

There was a brief discussion regarding guard turnover.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:24 a.m. on a **motion** made by Mr. Walker, seconded by Mr. Pollock and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chairman/Vice Chairman



Phone: 561-655-9011 Email: Info@oharalandscape.com

This agreement is by and between, the Client and O'Hara Landscape & Maintenance Inc., hereinafter, referred to as Contractor.

Date: 12/04/2020 Client Name: Marsh Harbor HOA

Client Email: ON FILE Client Phone: ON FILE

Client Address: _____

Client Billing Address: _____

Landscape Miscellaneous Services Specifications:

- Lucaya Dr 1224 and 1226 fill in the landscape at front with the folowing

- 30 Mammeys Crotons 3 gl

- 12 Trinette 3 gl

A 50% deposit will be collected before work commences. Upon completion, the remaining 50% will be collected. Once final estimate is signed, there will be no changes to plant count or plant sizes. Additions will be billed separately. If an appointment is to be moved or changed, the Client must give 24 hour Emailed notice to us at Info@OHaraLandscape.com or by calling us at 561-655-9011. If Contractor isn't notified of the appointment change, shows up to a gated property and can't access the Client property, or Client misses an appointment, an additional charge of \$250.00 will be applied to the job. Contractor shall not be in default of this agreement unless Client has first given Contractor written notice, by certified mail, of a default with reasonable opportunity to correct the problem. If Contractor has cured the deficiency, this agreement shall be deemed to be current and in good standing. This contract can be terminated if the Client pays the remaining balance owed to Contractor for the installation. Late fees accrue monthly at 1.5% if payment is not received in 30 days. Contractor is not responsible for any underground utility damage.

Down Payment: \$ 378.00 Final Payment: \$ 378.00 Total Job Cost: \$ 756.00

The Client can pay via cash, check, or credit card, in person or by calling the office at 561-655-9011. Payment covers all products and labor for the installation as well as any follow up services. Checks will be made out to O'Hara Landscape & Maintenance Inc.
Send Work Orders to: Info@OharaLandscape.com or fill out the Online Web Form at www.OharaLandscape.com. Always Fast Service!

Contractor: _____ Date: _____

Approval Client Signature: _____ Date: _____



Commercial Contract

12/9/2020

Agreement #

11567

Marsh Harbor

	Units	Total
This contract is for a period of one year and includes mowing, fertilization, pest management, trimming and detail maintenance as specified below. Contract price is for one year.	15,000.00	180000.00

Property will be visited 34 times per year. Schedule will be weekly May 15 through October 15 and every other week October 16 through May 14 with mowing, edging and trimming performed as needed.

All plant material up to 12 ft. will be trimmed 9 times per year to insure its intended function. Plant material over 12 ft. will be additional. All planting beds will be weeded as needed using both chemical and manual methods. Please note Terracon Services, Inc. DOES NOT use glophosate products (ex. Roundup).

All trees, turf and shrubs will be treated with type specific granular fertilizer 2 times per year.

Inspections will be performed and spraying of all trees, turf and shrubs for insects and diseases will be completed on an as needed basis. Pesticides used will be in accordance with labels and laws.

A complete check and adjustment of the irrigation system will take place once per month. All clocks will be checked and set at this time. All additional work including breaks and raising irrigation heads will be done only with written approval. All parts used will be billed to customer.

This contract may be canceled by either party with a thirty day written notice. Terracon Services, Inc. reserves the right to cease services without notice if the Owner's account becomes thirty (30) days past due. If any party breaches this agreement and litigation results, the prevailing party shall be entitled to reasonable attorney's fees and costs. This includes fees and costs which may be incurred by Terracon Services, Inc. in collection proceedings. This contract shall be governed by the laws of the State of Florida. All work will be performed with supervision. A supervisor will be available for walk around inspections as deemed necessary by the customer. Any repairs or extra work done outside the specifications of this agreement will be done at an additional charge.

Terracon Services, Inc. as a business is licensed and qualified to spray lawns and ornamentals in the State of Florida. Terracon Services, Inc. is licensed by Martin County and Palm Beach County to perform irrigation work.

DO NOT PAY - PROPOSAL TOTAL

In acceptance of this contract, please sign below and return.

Customer Signature _____ Date _____



Commercial Contract

12/9/2020

Agreement #

11567

Marsh Harbor

	Units	Total
Terracon Services, Inc. agrees to maintain general liability and workers compensation insurance. Copies of our current certificates of insurance are available upon request.		
Please note that severe weather, such as hurricanes, does not constitute a refund for services missed. The monthly price is an average to maintain property to standard, not visits per month.		
DO NOT PAY - PROPOSAL TOTAL *****		
Terracon Services, Inc. as a business is licensed and qualified to spray lawns and ornamentals in the State of Florida. Terracon Services, Inc. is licensed by Martin County and Palm Beach County to perform irrigation work and maintains general liability and workers compensation insurance. Certificates of insurance are available upon request		
In acceptance of this contract, please sign below and return.		
Customer Signature _____	Date _____	
P.O. Box 2766 • Jupiter, FL 33468 • 561-743-1129 • Fax 561-743-1079		
Page 2		Page 8



Estimate

Date	Estimate #
6/4/2020	911

Name / Address
Marsh Harbour CDD 1000 Marsh Harbor Dr Riviera Beach, FL 33404-6468

Description	Qty	Terms	Project
		Rate	Total
Landscape Upgrades This is an estimate to furnish and install approx. 468 Cubic Yards of red or bown mulching (customer preferance) for all buildings and common areas.	1	16,740.00	16,740.00
		Total	\$16,740.00

Office Email: INFO@OHARALANDSCAPE.COM
 Office Phone: 561-655-9011
 Office Fax: 561-655-2229

Acceptance Signature _____

Andrew Karmeris

From: JOHN RUSS <john_a_russ@yahoo.com>
Sent: Monday, December 7, 2020 9:55 AM
To: Andrew Karmeris
Subject: Tree removal

Russ Total Lawn Maintenance L.L.C.
1731 Ave F.
Riviera Beach Fl. 33404
John Russ

Marsh Harbour Community Development District,
The following is a proposal for the tree removal project at 1000 Marsh Harbour Drive in Riviera Beach. If you should have any questions please do not hesitate to contact me at: (561) 319-7110.

Tree Trimming Proposal Introduction

This document proposes that Russ Total Lawn Maintenance will perform the necessary Tree removals in an effort to maintain the safety on the property. The goal is to maintain a conspicuous landscape for residents and visitors. R.T.L.M. will be responsible for the following deliverables.

Deliverables

- Safely and strategically remove two large up-rooted Oak Trees located in between buildings
- Stomp grind remaining stump and remove roots that's protruding underneath buildings foundation
- Dispose of all existing and generated debris

Compensation

Our complete price for this maintenance base on the deliverables outlined is, **\$3,200.00**

Thanks again for allowing Russ Total Lawn Maintenance to submit this proposal. Our company is small enough to give your property the attention it deserves and yet we are large enough to handle the equipment and labor necessary to do the job right and on time!