



**MARSH HARBOUR
COMMUNITY DEVELOPMENT
DISTRICT**

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

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

www.marshharbourcdd.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
October 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. August 20, 2021 Regular Board MeetingPage 2
- G. Old Business
- H. New Business
 - 1. Consider Homeowners Request for Tree Trimming
 - 2. Consider Approval of Proposal for Irrigation Repair to BrightView.....Page 5
 - 3. Consider Resolution No. 2021-05 – Adopting a Fiscal Year 2020/2021 Amended Budget.....Page 7
 - 4. Consider Approval of Auditor Renewal – Grau & Associates.....Page 12
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

**MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 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 15, 2021
November 19, 2021
December 17, 2021
January 21, 2022
February 18, 2022
March 18, 2022
April 15, 2022
May 20, 2022
June 17, 2022
July 15, 2022
August 19, 2022
September 16, 2022**

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

PUBLISH: PALM BEACH POST 10/01/21

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
AUGUST 20, 2021**

A. CALL TO ORDER

The August 20, 2021, Regular Board Meeting of the Marsh Harbour Community Development District (the “District”) was called to order at 10:05 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 part of the District’s Fiscal Year 2020/2021 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Allen Walker, Vice Chairman Kent Pollock and Supervisor Judy Briggs constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Sylvia Bethel of Special District Services, Inc.; District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and 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. July 16, 2021, Regular Board Meeting

The minutes of July 16, 2021, Regular Board Meeting were presented.

It was noted that District Counsel was not present at the July 16, 2021, Regular Board Meeting

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and passed unanimously approving the minutes of the July 16, 2021, Regular Board Meeting, as amended.

G. OLD BUSINESS

1. Discussion Regarding Allied Universal

Ms. Bethel went over the March, April and May bills from Allied Universal. Mr. George asked Mr. Pollock if there were specific days that staffing for the golf cart were not provided. Mr.

Pollock indicated that Allied Universal started going downhill in April. Mr. Pollock reviewed the invoices and stated that March and May were okay to process. He would like to see how the CDD or HOA can take legal action against Allied Universal Security for breach of contract. Mr. George indicated he would review the contract to determine what action can be taken. It was noted that the District could take action, if that is what the Board desires, but we also need to weigh the expenses versus the potential profit. Mr. George suggested looking into sending a letter to Allied Universal Security.

H. NEW BUSINESS

1. Discussion Regarding Hi-Tek Security Addendum

Ms. Bethel went over a phone call she received from Eve Grana of Hi-Tek Security about two incidents at the guard gate, which is why the Board received the addendum. Mr. George explained the Hi-Tek Addendum, indicating that this had already been covered in the initial contract that was drawn up. The Board decided against signing the addendum.

2. Discussion Regarding High Risk Enforcement Security Invoice

Ms. Bethel explained that the District cannot pay the High Risk invoice unless the Board approves it. Mr. George updated the Board on rules for the CDD and entering into agreements on behalf of the District.

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed approving the actions leading to a contract and approving the High Risk Enforcement Security invoice in the not to exceed amount of \$592.

3. Consider BrightView Proposal for Mulch at Clubhouse

A **motion** was made by Mr. Pollock, seconded by Mr. Walker and unanimously passed approving BrightView's Mulch proposal in the amount of \$1,945.

A **motion** was then made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed approving BrightView's Irrigation Repair proposal in the amount of \$690.

I. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

J. BOARD MEMBER COMMENTS

Mr. Pollock would like for staff to find out what is extra in the budget for projects and bring back that information to the next meeting. Ms. Bennett noted a problem with alligators in the lakes and would like to know how to resolve this issue. Ms. Bethel told Ms. Bennett she will find out the information and follow-up with her.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:40 a.m. on a **motion** made by Ms. Briggs, seconded by Mr. Pollock and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chairman/Vice Chairman



Proposal for Extra Work at Marsh Harbour Community Dev. D

Property Name	Marsh Harbour Community Dev. D	Contact	Allen Walker
Property Address	2501 A Burns Rd Palm Beach Gardens, FL 33410	To Billing Address	Marsh Harbour Community Dev District 2501 A Burns Rd Palm Beach Gardens, FL 33410
Project Name	Marsh Harbour September irrigation		
Project Description	Repairs needed from wet check		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6.00	EACH	Broken head 6" Installed- Pop-up Spray Head	\$31.00	\$186.00
1.00	EACH	Broken Rotor 6"	\$45.00	\$45.00
1.00	EACH	Broken Riser	\$15.00	\$15.00
4.00	EACH	Broken Nozzles	\$5.00	\$20.00

For internal use only

SO# 7623506
 JOB# 353000255
 Service Line 150

Total Price \$266.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

MH CDD

Signature

Title

Allen Walker

September 23, 2021

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

Mike Richter

September 23, 2021

Printed Name

Date

Job #: 353000255

Proposed Price: \$266.00

SO # 7623506

RESOLUTION NO. 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Marsh Harbour Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2020/2021 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 15th day of October, 2021.

ATTEST:

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Marsh Harbour
Community Development District

**Amended Final Budget For
Fiscal Year 2020/2021
October 1, 2020 - September 30, 2021**

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II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/20 - 9/30/21	YEAR TO DATE ACTUAL 10/1/20 - 9/29/21
REVENUES			
O & M Assessments	532,937	532,670	532,670
Debt Assessments	253,887	253,709	253,709
Other Revenues	0	0	0
Interest Income	360	365	363
TOTAL REVENUES	\$ 787,184	\$ 786,744	\$ 786,742
EXPENDITURES			
Supervisor Fees	11,000	9,600	9,600
Payroll Taxes - Employer	880	734	734
Engineering/Inspections	2,000	1,500	0
Lake Maintenance	10,000	9,000	8,015
Landscaping/Irrigation/Maintenance	132,000	160,000	156,953
Lighting	36,000	30,994	30,994
Security	250,000	250,000	246,464
Security Fencing	0	25,272	25,272
Security - HOA/Police	43,000	56,000	36,636
Management	33,516	33,516	33,516
Secretarial	4,200	4,200	4,200
Legal	12,000	14,100	13,065
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,600	3,600	3,600
Insurance	5,900	5,513	5,513
Legal Advertisements	1,500	1,500	1,135
Miscellaneous	900	900	648
Postage	300	125	125
Office Supplies	800	471	471
Dues & Subscriptions	175	175	175
Trustee Fee	2,500	2,500	2,500
Continuing Disclosure Fee	350	350	350
Website Management	2,000	2,000	2,000
Reserve	2,800	2,800	1,200
TOTAL EXPENDITURES	\$ 562,921	\$ 622,350	\$ 590,666
REVENUES LESS EXPENDITURES	\$ 224,263	\$ 164,394	\$ 196,076
Bond Payments	(238,654)	(242,651)	(242,651)
BALANCE	\$ (14,391)	\$ (78,257)	\$ (46,575)
County Appraiser & Tax Collector Fee	(15,736)	(8,086)	(8,086)
Discounts For Early Payments	(31,473)	(27,362)	(27,362)
EXCESS/ (SHORTFALL)	\$ (61,600)	\$ (113,705)	\$ (82,023)
Carryover From Prior Year	61,600	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (113,705)	\$ (82,023)

FUND BALANCE AS OF 9/30/20	
FY 2020/2021 ACTIVITY	
FUND BALANCE AS OF 9/30/21	

\$206,857
(\$113,705)
\$93,152

Notes

Actual Security HOA/Police Amount Is Only Through May 2021.
\$61,600 Of Fund Balance Used To Reduce 2020/2021 Assessments.
\$68,170 Of Fund Balance To Be Used To Reduce 2021/2022 Assessments.

AMENDED FINAL BUDGET
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/20 - 9/30/21	YEAR TO DATE ACTUAL 10/1/20 - 9/29/21
REVENUES			
Interest Income	100	54	53
NAV Tax Collection	238,654	242,651	242,651
Prepaid Bond Collection	0	0	0
Total Revenues	\$ 238,754	\$ 242,705	\$ 242,704
EXPENDITURES			
Principal Payments	150,000	150,000	150,000
Interest Payments	81,972	84,402	84,402
Bond Redemption	6,782	0	0
Total Expenditures	\$ 238,754	\$ 234,402	\$ 234,402
Excess/ (Shortfall)	\$ -	\$ 8,303	\$ 8,302

FUND BALANCE AS OF 9/30/20	\$170,598
FY 2020/2021 ACTIVITY	\$8,303
FUND BALANCE AS OF 9/30/21	\$178,901

Notes

Reserve Fund Balance = \$60,000*. Revenue Fund Balance = \$118,901*.

Revenue Fund Balance To Be Used To Make 11/1/2021 Interest Payment Of \$39,771.

* Approximate Amounts

Series 2015 Bond Refunding Information

Original Par Amount =	\$3,295,000	Annual Principal Payments Due:
Interest Rate =	3.24% - 5.45%	May 1st
Issue Date =	August 2015	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st

Par Amount As Of 9/30/21 = \$2,455,000

October 15, 2021

RE: Marsh Harbour Community Development District Auditor Renewal

At the October 19, 2018 Marsh Harbour Community Development District Board Of Supervisors meeting, the firm of Nowlen, Holt & Miner was selected to perform the 9-30-2018, 9-30-2019 and 9-30-2020 year end audits of the District with an option to perform the 9-30-2021 and 9-30-22 audits.

The fees for the 9-30-2018 audit were \$3,600. The fees for the 9-30-2019 audit were \$3,600. And the fees for the 9-30-2020 audit were \$3,600. The proposed fee for the 9-30-2021 audit is \$3,600, which is the budgeted amount for audit fees for Fiscal Year 2021/2022. And the proposed fee for the 9-30-2022 audit is \$3,600.

Management is pleased with the professionalism and the competence of the Nowlen, Holt & Miner partners and staff; therefore management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2021 and 9-30-2022 audits for Nowlen, Holt & Miner.

Special District Services, Inc.