



**MARSH HARBOUR
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
MAY 20, 2022
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
May 20, 2022
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. March 18, 2022 Regular Board Meeting.....	Page 3
G. Old Business	
1. Discussion Regarding Security Rate Increase.....	Page 6
2. Discussion Regarding Brightview’s Amended Contract.....	Page 7
3. Discussion Regarding Proposed Budget.....	Page 8
H. New Business	
1. Discussion Regarding Landscape Proposals.....	Page 14
2. Discussion Regarding Guardhouse Camera Proposal.....	Page 26
3. Discussion Regarding 2015 Bond.....	Page 30
4. Consider Approval of Stormwater & Wastewater 20-Year Needs Analysis Proposal.....	Page 35
I. Administrative Matters	
J. Board Members Comments	
K. Adjourn	

PROOF OF PUBLICATION STATE OF FLORIDA

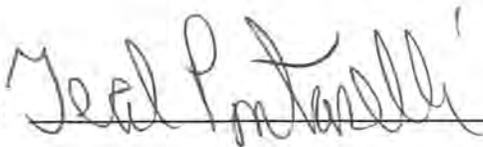
PUBLIC NOTICE

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 in issues dated: first date of Publication 10/01/2021 and last date of Publication 10/01/2021. 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

Invoice/Order Number:	0000662092
Ad Cost:	\$264.88
Paid:	\$0.00
Balance Due:	\$264.88

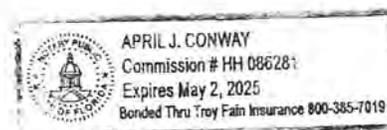
Signed



(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 6th day of October, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



Please see Ad on following page(s).

Invoice/Order Number: 0000662092
Ad Cost: \$264.88
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Balance Due: \$264.88

**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
10-1/2021

0000662092-01

**MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 18, 2022**

A. CALL TO ORDER

The March 18, 2022, Regular Board Meeting of the Marsh Harbour Community Development District (the “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 1, 2021, as part of the District’s Fiscal Year 2021/2022 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 Supervisors Judy Briggs, Tasha Sampson and Nadine Sampson 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

Also present were the following District residents: Nakia Morton, Tasha Mullings and Kena Brown.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Bethel added Item F, #2, Nomination of Candidate for Seat #1.

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

Ms. Brown stated the additional cost for leaf cleanup was too high and a waste of money. Security cannot enforce HOA rules, therefore security is useless and it is a waste of money. Mr. George advised that the CDD and HOA could possibly do cost sharing. He will look into this to see how it may benefit the District.

F. APPROVAL OF MINUTES

1. February 18, 2022, Regular Board Meeting

The minutes of February 18, 2022, Regular Board Meeting were presented.

A **motion** was made by Mr. Pollock, seconded by Mr. Walker and unanimously passed approving the minutes of the February 18, 2022, Regular Board Meeting, as presented.

2. Nomination of Candidate for Seat #1

Mr. George advised that the nominee for Seat #1 must reside in District and be at least 18 years of age.

Ms. Morton introduced herself, followed by Ms. Mullings.

Ms. Briggs nominated Ms. Mullings to fill the unexpired term of office for Seat #1, Mr. Walker seconded and the motion unanimously passed electing Tasha Mullings to Seat #1, which term expires in 2024.

Mr. George administered the Oath of office.

G. OLD BUSINESS

1. Discussion Regarding Security Rate Increase

Mr. Walker stated the rate increase for security and not being able to issue violations was wasting money. Ms. Brown asked about cost sharing between the CDD and the HOA. Mr. George stated he was not prepared to discuss this item, but he would gather information and discuss it with staff for the next meeting. A lengthy discussion ensued about security. Ms. Brown would like to know if they can keep the line item for security the same, minus the rate increase and allocate those funds to cost sharing with the HOA. Mr. Pollock agreed with Ms. Brown. The Board would like to eliminate the roving guard because they cannot enforce HOA rules. Mr. Pollock thinks they should wait to make sure that is what they really want to do and to be sure they have something else in place before eliminating the roving services.

A **motion** was made by Mr. Walker, seconded by Ms. Briggs eliminating Hi-Tek roving guard services according to the agreement. Upon being put to a vote, the **motion** carried 4 to 1 with Mr. Pollock dissenting.

2. Discussion Regarding BrightView Current Contract and Amendment

Ms. Bethel explained that this was in the book to use as a comparison of the landscape proposals. John Russ' proposal on page 18 of the meeting book and Trimscape submitted a proposal, which was included as handout. Mr. Pollock will request a proposal from another landscape company and will include it in next month's meeting package.

The Board tabled this item until the next meeting.

3. Discussion Regarding BrightView Contract

This item was not applicable.

H. NEW BUSINESS

1. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Budget

Resolution No. 2022-01 was presented, entitled:

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

Ms. Bethel advised that there were a few increases to the budget and now would be the time to make any changes, if they would like to do so. She further advised that a vote on the proposed budget would not need to be done now, as we can always bring it back at a later date and include all the proposals, etc., to see how the budget looks with the changes. The Board agreed to bring this item back to the next meeting.

2. Discussion Regarding Landscape Proposal

The Board tabled this item to the next meeting.

I. ADMINISTRATIVE MATTERS

Ms. Bethel reminded the Board to complete and send in their Form 1, which are due July 1, 2022.

J. BOARD MEMBER COMMENTS

Mr. Pollock indicated that there was a lot to consider with the budgets and is interested in seeing if BrightView can offer a more competitive price.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:43 a.m. on a **motion** made by Mr. Pollock, seconded by Mr. Walker and the **motion** passed unanimously.

Secretary/Assistant Secretary

Chairman/Vice Chairman



HI-TEK SECURITY SERVICES, INC.

Oak Ridge Business Park
 1860 Old Okeechobee Road, Suite 503
 West Palm Beach, FL 33409
 561-687-8172 • Fax: 561-687-8176

CUSTOMER

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT,
 SPECIAL DISTRICT SERVICES, INC.
 SYLVIA BETHEL,
 2501 BURNS ROAD, SUITE A
 PALM BEACH GARDENS, FL 33410

SERVICES LOCATION

MARSH HARBOUR H.O.A.
 KENA BROWN / PROPERT MANAGER
 1000 MARSH HARBOR DR.
 RIVIERA BEACH, FL 33404

WEEKLY INVOICE

HRS PER WEEK 280HRS

DESCRIPTION	UNIT	HRS	DAYS	MTHLY HRS	PRICE	AMOUNT
GATEHOUSE ACCESS CONTROL S/O	MON - SUN 7AM - 7AM	24	7	168 HRS	\$22.55	\$3,788.40
UNARMED SECURITY PATROL S/O	MON - SUN 3PM - 7AM	16	7	112 HRS	\$22.55	\$2,525.60
GAS GOLF CART, MAINTAINCE & GAS	NO CHARGE			0 HRS	\$22.55	\$0.00
CELL PHONE	NO CHARGE			0 HRS	\$22.55	\$0.00
				280HRS	TOTAL	\$6,314.00

ANNUALLY

HRS PER YEAR 14,560HRS

DESCRIPTION	UNIT	HRS	DAYS	WKS	PRICE	AMOUNT
GATEHOUSE ACCESS CONTROL S/O	MON - SUN 7AM - 7AM	24	7	8,736 HRS	\$22.55	\$196,996.80
UNARMED SECURITY PATROL S/O	MON - SUN 3PM - 7AM	16	7	5824 HRS	\$22.55	\$131,331.20
GAS GOLF CART, MAINTAINCE & GAS	NO CHARGE			0 HRS	\$22.55	\$0.00
CELL PHONE	NO CHARGE			0 HRS	\$22.55	\$0.00
				14,560HRS	TOTAL	\$328,328.00

FYI

THE REASON FOR HI-TEK SECURITY SERVICE, INC. IS ASKING FOR A 10% INCREASE IS DO TO FOLLOWING INFLATION. THE RENT, GAS, ELECTRICITY & GROCERIES, LIABILITY INS, TAXES FOR THE EMPLOYEES, WHICH WHAT THEY ARE GETTING PAID IS NOT ENOUGH FOR THEM.

*Monthly
27,360.00 est*

*Good until
2024*

effective Sept 2022

QUALITY • INTEGRITY • COMMITMENT • SERVICE

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Marsh Harbour

Note: Removed (1) mow to cover (3) flower rotations
Adjustments from 3/28/2022 meeting
 March 30, 2022

BrightView Landscape Services, Inc. Service Summary & Pricing

	FREQUENCY	PRICE / YEAR
▶ Mowing Service - As per scope of work Bahia turf will be mowed at 3" in height. Bed edges will be done at each visit. St Augustine Turf will be mowed at 4"	35 Services / Yr	
▶ Detail Service - As per scope of work Prune, Trim, Weed, Detail all beds & plant material. Trim all Hardwood Trees under 8' & Palm Trees under 14' Spray paved areas for weeds	12 Services / Yr	
▶ Leaf Cleanup- Winter Months Visits to be adjusted as needed during winter months by account manager and HOA Board All leaves removed from street and yards	4 Services / Yr	
▶ Horticultural Program - As per scope of work		
Turf Fertilization Fertilize all turf areas	3 Apps / Yr	
Ornamental Shrub, Tree & Palm Fertilization Fertilize all plant material.	2 Apps / Yr	
Integrated Pest Management - Inspect landscape and treat chemically as needed.	12 Apps / Yr	
Turf Broadleaf Weed Control- Chemically treat broadleaf weeds in turf areas	2 Apps / Yr	
▶ Irrigation System Maintenance Scope includes monthly inspection of the system, minor adjustment, cleaning nozzles, and reporting any deficiencies or repairs necessary. Head replacement is included	12 Services / Yr	
▶ Annual Flower Installations Includes soil and fertilizer	3 Services / Yr	
Total Annual Investment for Services Listed Above:		\$130,312.42 Per Year
		\$10,859.37 Per Month
Additional Services		
▶ Hardwood and Palm Trimming Trim <i>all</i> trees on property lifting hardwoods and trimming palms to a hurricane cut	1 Service / Yr	\$49,362.00

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Marsh Harbour
Community Development District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

PROPOSED BUDGET
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O & M Assessments	679,029
Debt Assessments	253,887
Other Revenues	0
Interest Income	360
TOTAL REVENUES	\$ 933,276
EXPENDITURES	
Supervisor Fees	11,000
Payroll Taxes - Employer	880
Engineering/Inspections	2,000
Lake Maintenance	12,000
Landscaping/Irrigation/Maintenance	150,000
Lighting	35,000
Security	348,000
Security - HOA/Police	0
Security - Fencing	0
Management	34,992
Secretarial	4,200
Legal	13,000
Assessment Roll	7,500
Audit Fees	3,600
Insurance	6,100
Legal Advertisements	1,500
Miscellaneous	800
Postage	300
Office Supplies	750
Dues & Subscriptions	175
Trustee Fee	2,500
Continuing Disclosure Fee	350
Website Management	2,000
Reserve	2,000
TOTAL EXPENDITURES	\$ 638,647
REVENUES LESS EXPENDITURES	\$ 294,629
Bond Payments	(238,654)
BALANCE	\$ 55,975
County Appraiser & Tax Collector Fee	(18,658)
Discounts For Early Payments	(37,317)
EXCESS/ (SHORTFALL)	\$ -
Carryover Funds From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O & M Assessments	532,670	532,908	679,029	Expenditures Less Interest & Carryover/.94
Debt Assessments	253,709	253,887	253,887	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	393	360	360	Interest Projected At \$30 Per Month
TOTAL REVENUES	786,772	\$ 787,155	\$ 933,276	
EXPENDITURES				
Supervisor Fees	9,600	11,000	11,000	Supervisor Fees
Payroll Taxes - Employer	734	880	880	Projected At 8% Of Supervisor Fees
Engineering/Inspections	0	2,000	2,000	No Change From 2021/2022 Budget
Lake Maintenance	8,015	12,000	12,000	No Change From 2021/2022 Budget
Landscaping/Irrigation/Maintenance	156,953	136,000	150,000	2021/2022 Expenditure Through 2-28-22 = \$59,641
Lighting	30,994	35,000	35,000	No Change From 2021/2022 Budget
Security	246,464	250,000	348,000	\$29,000 Per Month (Hi-Tek: \$28,000 - Other: \$1,000)
Security - HOA/Police	41,344	45,000	0	Line Item Eliminated
Security - Fencing	25,272	0	0	Fiscal Year 2020/2021 Expenditure
Management	33,516	33,984	34,992	CPI Adjustment (Capped At 3%)
Secretarial	4,200	4,200	4,200	No Change From 2020/2021 Budget
Legal	13,565	12,000	13,000	2021/2022 Expenditure Through 1-31-22 = \$4,380
Assessment Roll	7,500	7,500	7,500	As Per Contract
Audit Fees	3,600	3,600	3,600	Accepted Amount For 2021/2022 Audit
Insurance	5,513	5,900	6,100	Insurance Estimate
Legal Advertisements	1,135	1,500	1,500	No Change From 2021/2022 Budget
Miscellaneous	660	800	800	No Change From 2021/2022 Budget
Postage	124	300	300	No Change From 2021/2022 Budget
Office Supplies	505	775	750	\$25 Decrease From 2021/2022 Budget
Dues & Subscriptions	175	175	175	No Change From 2021/2022 Budget
Trustee Fee	2,500	2,500	2,500	No Change From 2021/2022 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2021/2022 Budget
Website Management	2,000	2,000	2,000	No Change From 2021/2022 Budget
Reserve	1,200	2,000	2,000	Reserve
TOTAL EXPENDITURES	595,919	\$ 569,464	\$ 638,647	
REVENUES LESS EXPENDITURES	190,853	\$ 217,691	\$ 294,629	
Bond Payments	(242,651)	(238,654)	(238,654)	2023 P & I Payments Less Earned Interest
BALANCE	(51,798)	\$ (20,963)	\$ 55,975	
County Appraiser & Tax Collector Fee	(4,773)	(15,735)	(18,658)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(26,773)	(31,472)	(37,317)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (83,344)	\$ (68,170)	\$ -	
Carryover Funds From Prior Year	0	68,170	0	Carryover Funds From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (83,344)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	57	25	25	Projected Interest For 2022/2023
NAV Tax Collection	242,651	238,654	238,654	Maximum Debt Service Collection
Total Revenues	\$ 242,708	\$ 238,679	\$ 238,679	
EXPENDITURES				
Principal Payments	150,000	160,000	160,000	Principal Payment Due In 2023
Interest Payments	84,402	76,950	71,766	Interest Payments Due In 2023
Bond Redemption	0	1,729	6,913	Estimated Excess Debt Collections
Total Expenditures	\$ 234,402	\$ 238,679	\$ 238,679	
Excess/ (Shortfall)	\$ 8,306	\$ -	\$ -	

Series 2015 Bond Refunding Information

Original Par Amount =	\$3,295,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.24% - 5.45%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	August 2015		
Maturity Date =	May 2035		
Par Amount As Of 1/1/22 =	\$2,455,000		

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2019/2020 <u>Assessment*</u>	Fiscal Year 2020/2021 <u>Assessment*</u>	Fiscal Year 2021/2022 <u>Assessment*</u>	Fiscal Year 2022/2023 <u>Projected Assessment*</u>
O & M For Two Bedroom Units	\$ 1,325.87	\$ 1,325.72	\$ 1,325.65	\$ 1,689.13
<u>Debt For Two Bedroom Units</u>	<u>\$ 499.52</u>	<u>\$ 499.52</u>	<u>\$ 499.52</u>	<u>\$ 499.52</u>
Total For Two Bedroom Units	\$ 1,825.39	\$ 1,825.24	\$ 1,825.17	\$ 2,188.65
O & M For Three Bedroom Units	\$ 1,325.87	\$ 1,325.72	\$ 1,325.65	\$ 1,689.13
<u>Debt For Three Bedroom Units</u>	<u>\$ 684.28</u>	<u>\$ 684.28</u>	<u>\$ 684.28</u>	<u>\$ 684.28</u>
Total For Three Bedroom Units	\$ 2,010.15	\$ 2,010.00	\$ 2,009.93	\$ 2,373.41

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Two Bedroom Units	111
<u>Three Bedroom Units</u>	<u>291</u>
Total Units	402

Three Bedroom Information

Total Units	291
<u>Prepayments</u>	<u>1</u>
Billed For Debt	290

From: JOHN RUSS <john_a_russ@yahoo.com>
Sent: Thursday, February 17, 2022 9:48 PM
To: Sylvia Bethel
Subject: Lawn Maintenance for Marsh Harbour

Marsh Harbour Community Development District,

Thank you for allowing Russ Total Lawn Maintenance (R.T.L.M.) the opportunity to entertain your bidding request. As promised the following is the proposal for the Marsh Harbour property at 1000 Marsh Harbour Dr. in Riviera Beach. If any questions please do not hesitate to contact me at: (561) 319-7110.

Lawn Maintenance Proposal Introduction

This document proposes that Russ Total Lawn Maintenance L.L.C. will perform the necessary maintenance in an effort to maintain the beauty of this property. The goal is to maintain a conspicuous landscape for the properties owner and tenants.

Deliverables

R.T.L.M. will be responsible for the following deliverables

- Trim all planted material up to 12ft. Planted material over 12ft. will be trimmed upon discussion with management
- All planted material beds will be weeded by hand or manually
- Cut and trim grass during the growing season, edge all road and concrete areas
- Blow off all road and concrete areas each visit throughout the year
- Keep all leaves, trash and other debris picked up each visit
- All trees, turf and shrubs will be treated with required fertilizer 2 times per year
- Spraying of Pesticides will be applied on an as needed basis
- A complete wet check of the irrigation will be performed once per month. All additional work such as breaks or reconfiguring irrigation material for better coverage will take place upon discussion with management.

Compensation

R.T.L.M. will perform 34 maintenance visits per year. The Lawn Maintenance schedule will be weekly May 15th through October 15th and Bi weekly October 16th through May 14th. Our complete price for this maintenance based on the deliverables outlined is: **\$12,500.00 monthly which totals: \$150,000 yearly.**

Thanks again for allowing Russ Total Lawn Maintenance to submit this proposal. Our company is small enough to give your properties 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!

From: JOHN RUSS [mailto:john_a_russ@yahoo.com]
Sent: Monday, April 18, 2022 5:26 PM
To: Sylvia Bethel <sbethel@sdsinc.org>
Subject: Lawn Maintenance for Marsh Harbour Proposal (Revision)

Marsh Harbour Community Development District,
Thank you for allowing Russ Total Lawn Maintenance (R.T.L.M.) the opportunity to entertain your bidding request. As promise the following is the proposal for the Marsh Harbour property at 1000 Marsh Harbour Dr. in Riviera Beach. If any questions please do not hesitate to contact me at: (561) 319-7110.

Lawn Maintenance Proposal Introduction

This document proposes that Russ Total Lawn Maintenance L.L.C. will perform the necessary maintenance in an effort to maintain the beauty of this property. The goal is to maintain a conspicuous landscape for the properties owner and tenants.

Deliverables

R.T.L.M. will be responsible for the following deliverables

- Trim all planted material up to 12ft. Planted material over 12ft. will be trimmed upon discussion with management
- All planted material beds will be weeded by hand or manually
- Cut and trim grass during the growing season, edge all road and concrete areas
- Blow off all road and concrete areas each visit throughout the year
- Keep all leaves, trash and other debris picked up each visit
- All trees, turf and shrubs will be treated with required fertilizer 2 times per year
- Spraying of Pesticides will be applied on an as needed basis
- A complete wet check of the irrigation will be performed once per month. All additional work such as breaks or reconfiguring irrigation material for better coverage will take place upon discussion with management.

Compensation

R.T.L.M. will perform 24 maintenance visits per year. The Lawn Maintenance schedule will be Bi-weekly . Our complete price for this maintenance base on the deliverables outlined is: **\$9,500.00 monthly which totals: \$114,000 yearly.**

Thanks again for allowing Russ Total Lawn Maintenance to submit this proposal. Our company is small enough to give your properties 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!

From: JOHN RUSS [mailto:john_a_russ@yahoo.com]
Sent: Monday, April 18, 2022 5:50 PM
To: Sylvia Bethel <sbethel@sdsinc.org>
Subject: Yearly Tree Trimming for Marsh Harbour

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

Marsh Harbour Community Development District,
The following is the proposal for the tree trimming 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 Trimming in an effort to maintain the beauty of 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

- Raising the canopy on all low hanging trees throughout property including walking trails
- Intercept all branches protruding toward buildings at least 3 feet
- Hurricane prune all Palm trees
- Dispose of all existing and generated debris

Compensation

Our complete price for this maintenance base on the deliverables outlined is, **\$18,500.00**

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!



INTRODUCTION

March 15, 2022

Dear: Marsh Harbour CDD

Thank you for taking the time and allowing **TRIMSCAPE** to submit a bid proposal for landscape maintenance.

We are excited for the opportunity to work for your property. We firmly believe that our service and maintenance will make your property stand out and flourish. From our expertise and knowledge, we can evaluate your property correctly. We have been a strong reputation in the local community to be honest, reliable, and do a great job.

In this proposal you will find our initial plan on the basis of a walk around the property. Consider this as preliminary and further adjustments can be made along the way.

We look forward to showing you what we can do!

Sincerely,

TRIMSCAPE

Patrick Deery

Patrick Deery

President

EXPERIENCE

TRIMSCAPE has an array of work history from commercial, institutional, HOA, Religious. We are diverse and offer an expansive list of self-performed services. From routine landscape maintenance, tree trimming,

19525 SW 272 ST HOMESTEAD, FL 33031

PH: 305-989-8446 EMAIL:TRIMSCAPE@HOTMAIL.COM

Irrigation repairs, Mulching, landscaping install, pressure washing of common areas/loading areas to name a few. All employees are trained and retrained quarterly to ensure safe and efficient work practices.

CLIENTS

<p>Villa Portofino East CDD Coco Palms CDD Keys Cove II CDD Palms Hoa Keys Landing Hoa Cali Greens Hoa Palm Isle Hoa The Shores Hoa Center Gate Hoa Town Gate Hoa North Gate Hoa Fairways Hoa Keys Gate tennis center Brookwood Gardens Napa at the Vineyards Sonoma at the Vineyards Mallorca at the Vineyards Crystal Lakes United Way of Miami Portfolio Christ Fellowship Portfolio Maddux & Co Portfolio</p>	<p>Miami Bridge Youth and Family Services Portfolio The Grove at Waterstone Enclave at Black Point Marina Village of Homestead Clubhouse Department of Homeland Security Pines Federal Aviation Administration Miramar South Pointe Apartments United States Citizenship and Immigration Services Miami United States Citizenship and Immigration Services Broward United States Citizenship and Immigration Services Hialeah United States Citizenship and Immigration Services Kendall Homestead Shelter/Job corps Center Venetian Parc Hoa Venetian Parc CDD Redland Reef Hoa Stonebrook at Waterstone Antillean Isles at the Oasis Vineyards Master Association Isola Hoa Portovita Hoa Mendocino at the Vineyards Sea Grape Hoa</p>
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LANDSCAPE MAINTENANCE PROPOSAL

- Our staffing would consist of the following:
 - (6-10) Uniformed detail service crew members working on site per visit to ensure a tidy appearance.
 - The site will be visited (12) times per year by our Operations Manager.
 - A Monthly walk-through will be attended by our Operations Manager & dedicated crew leader.
 - We will keep direct contact with Property Manager.
 - Rainy Days will be made up the following working day.

Total Proposed Cost Including Labor, Equipment, and Materials of yearly services to be performed:

- Servicing of property 24x per year.
- Mowing of all common areas, units, including lake banks and medians.
- Hedge trimming 12x per year on rotation.
- Herbicide application to landscape areas and pavers as needed.
- Additional mowing services can be added along the way with 1 week notice.

TRIMSCAPE GENERAL SPECIFICATIONS

I. Introduction

The following Specification establishes the standard for landscape maintenance at Marsh Harbour CDD. The Property is managed by SDS Inc. whose representative is _____ (“Owner’s Representative”).

II. SCOPE OF WORK

TRIMSCAPE (“Contractor”) shall furnish all labor, equipment, tools, services and special skills necessary to complete the work specified in accordance with professional horticultural and ornamental practices. During the pendency of this Agreement the contractor shall not provide work or service for any individual homeowner to prevent any conflict of interest.

III. Maintenance

• Mowing

- Turf shall be cut at a uniform height using sharp blades.
- Turf shall be maintained 5 inches during the cooler season
- Warm season turf shall be maintained at 4 ½ inches
- Mowing patterns shall be changed periodically to avoid rutting of turf areas.
- During mowing, care shall be exercised to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
- Trimscape will not be responsible for damages to Holiday Lighting, lawn decorations, or accent lighting placed in mowing areas. We will take upmost care to these valuable items but accidents do occur.
- Windows will not be replaced due to decorative rocks in yard.

• Edging

- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or groundcover areas shall be trimmed as needed to maintain a crisp and neat appearance.
- During edging, care shall be exercised to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc.

• Hedge Trimming

- Shrubs shall be pruned and trimmed as required for safety, removal and general containment or appearance.
- Shrubs shall be pruned and trimmed in such a manner as to retain and promote as much of the flowering and other natural characteristics of the shrub as possible

• Air Blowing

- Any walkways or paved areas will be blown free of any debris accumulated during service visits. **Beds, grass, swales will be free of leaves after every visit. I noticed this as an issue during my visit to community.**

IV. Pruning and Trimming

- Trees shall be pruned up to a height of 7-feet as required for safety, removal of broken or diseased branches, for pedestrian or vehicular access, or ingress or egress
- Pruning shall be done in observance of proper horticultural practices by those experienced and skilled in pruning technique.
- Pruning under this specification is limited to that which may be done from the ground.
- Structural tree work shall be done only upon approval or as directed by Owner's Representative and shall be performed as an Extra Charge.

V. Irrigation

- **In General**

- In the irrigation of all plant materials, Contractor shall operate all irrigation systems in such a manner so as to obtain uniform moisture throughout the root zone.
- Contractor will adjust its watering schedule equal to the percolation rate each zone is capable of receiving based on topography, soil type, plant materials, season and/or climatic factors and shall utilize repeat cycles to maximize penetration and minimize runoff.
- Hours of scheduled operation will be programmed to minimize disease occurrence in plant materials and to reduce possible nuisance from sprinkler operation to pedestrians or vehicles (typically, early morning hours before sunrise).
- The Owner will provide Contractor with locks, keys and maps (, all of which shall remain the property of owner
- Irrigation repairs will be done at a rate of \$55.00 per hour. Plus material Cost

- **Operations of System**

- Contractor shall personally observe all systems during operation cycle at least **once per month** to verify effectiveness of sprinkler operation and preventive maintenance shall be performed on system as needed.
- Contractor will adjust, as necessary, all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance. **Irrigation repair allowance to not exceed \$200.00 without pre approval.**

VI. Weed, Disease and Pest Control (IPM)

- **In General**

- When contracted for these respective services, contractor shall maintain weed, disease and pest free turf, groundcover and shrubs, where such diseases and/or pests are foreseeable, preventable and reasonably treatable (treatment for unforeseen diseases or pest invasion will be additional cost above and beyond the normal turf maintenance program.). Contractor shall

also remove weeds from hardscape areas, including walkways, asphalt, brow ditches and curb lines.

- Contractor shall maintain disease and pest free trees where such diseases and/or pests are foreseeable, preventable and reasonably treatable through the application of chemical controls such as insecticides and provided that insecticides can be applied systemically or through ground level topical spraying. (Overhead treatment and/or treatment for unforeseen diseases or pest invasion will be proposed as Extra Work).
- Contractor's responsibility for pest control shall be limited to invertebrates. Control of rodents and other vertebrates will be proposed as Extra Work.
- **Preexisting condition will not be covered under this contact and will be charged as an additional expense. Ex. Lethal Necrosis, white fly, chinch bugs, worms etc.**

- **Pesticides**

- Adherence to Regulations - All materials used by Contractor shall be in strict accordance with the Florida Department of Pesticide Regulation. Application and disposal of pesticides shall be within the guidelines established in the Florida Food and Agriculture Code and the Florida Code of Regulations.
- Timing of Application - Pesticides will be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather in order to eliminate potential runoff of treated areas.
- Method and Manner of Application- Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area.

VII. Fertilization

- Goal of Fertilization- Plant materials shall be fertilized as required to maintain healthy color and appearance and promote perpetual growth.
- Number of Applications- While particular fertilizer requirements are dictated by the prevalent soil conditions at the site, the following is fairly typical with regard to the number of applications in a single year for specific plant materials: (a) turf – three times; (b) groundcover – three times; (c) Shrubs – three times; and (d) trees – three times per year. Contractor, however, may utilize slow-release fertilizers which reduce the typical amount of applications needed.
- Manner of Application-In making applications of fertilizer, precautions will be taken to contain these materials in the planting areas and prevent the depositing of material onto paved area. Any fertilizer deposited on paved areas will be removed immediately.

VIII. Clean-Up

- Contractor shall remove all green waste and other debris resulting from maintenance operations and dispose of it off-site. All grass clippings deposited on roadways or walks shall be removed after each mowing or trimming operation. On-site disposal of green waste shall be permitted with approval of Owner's Representative. Non-organic debris not generated by Contractor shall be disposed of at the job-site container, if one is available.
- Timing of Removal/Observation- All debris resulting from Contractor's operations shall be removed by the end of the workday on each scheduled maintenance visit. All landscape areas shall be patrolled

whenever on site to check for vandalism, broken tree branches, rodents, insects, snails, pests and/or diseases.

IX. Extra Work

- Mulching @4.85 per bag or Blowing for \$42.11 per cubic yard (based on current market rates – suppliers are planning to raise costs)
- Tree trimming scheduled at additional cost
- Pressure washing of sidewalks, gutters, and driveway caps. Scheduled at additional cost

IX. Insurance

- Trimscape will be self-performing all work and shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement.
- The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the Client, and its respective officers, agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified here under.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Client shall be named as an additional insured.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance.
- All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.
- At the time of execution of the Agreement, the Contractor will file with the management company, certificates of such insurance, acceptable to the Client. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Client.

X. Termination

- This Agreement may be terminated by the Client at any time and at the discretion of the Client, with or without cause, upon (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon (30) days written notice to the Client. In the event this Agreement is terminated by either party, the Contractor shall bill the Client, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.
- All notices and communications required hereunder shall be hand-delivered or by written notice via certified mail. If sent by any other means, such notices shall be effective only upon actual receipt by the other party for whom it is intended.

Service Schedule 2022-2023

Service Month	Service Visits 24x @3700.00	Irrigation Wet Check	Complete Tree Trimming (Optional)	Mulching common areas. Up to 475 yds Blown. (Optional)	Shrub, palm, grass, tree Fertilizer. IPM	Yearly Totals
January	\$7,400.00	\$450.00	-	-	-	
February	\$7,400.00	\$450.00	-	-	\$2,500.00	
March	\$7,400.00	\$450.00	-	-	-	
April	\$7,400.00	\$450.00	\$37,000.00	-	-	
May	\$7,400.00	\$450.00	-	-	-	
June	\$7,400.00	\$450.00	-	-	\$2,500.00	
July	\$7,400.00	\$450.00	-	-	-	
August	\$7,400.00	\$450.00	-	-	-	
September	\$7,400.00	\$450.00	-	\$20,000	-	
October	\$7,400.00	\$450.00	-	-	\$2,500.00	
November	\$7,400.00	\$450.00	-	-	-	
December	\$7,400.00	\$450.00	-	-	-	
Base Yearly	\$88,800.00	\$5,400.00	-	-	\$7,500.00	\$101,700.00
Optional			\$37,000.00	\$20,000.00		\$57,000.00
Complete						\$158,700.00



Marsh Harbour

Note: Removed (12) mows- Not ideal for property
Adjustments from 4/18 request
 April 19, 2022

BrightView Landscape Services, Inc. Service Summary & Pricing

	FREQUENCY	PRICE / YEAR
▶ Mowing Service - As per scope of work Bahia turf will be mowed at 3" in height. Bed edges will be done at each visit. St Augustine Turf will be mowed at 4"	24 Services / Yr	
▶ Detail Service - As per scope of work Prune, Trim, Weed, Detail all beds & plant material. Trim all Hardwood Trees under 8' & Palm Trees under 14' Spray paved areas for weeds	12 Services / Yr	
▶ Leaf Cleanup- Winter Months Visits to be adjusted as needed during winter months by account manager and HOA Board All leaves removed from street and yards	4 Services / Yr	
▶ Horticultural Program - As per scope of work		
Turf Fertilization Fertilize all turf areas	3 Apps / Yr	
Ornamental Shrub, Tree & Palm Fertilization Fertilize all plant material.	2 Apps / Yr	
Integrated Pest Management - Inspect landscape and treat chemically as needed.	12 Apps / Yr	
Turf Broadleaf Weed Control- Chemically treat broadleaf weeds in turf areas	2 Apps / Yr	
▶ Irrigation System Maintenance Scope includes monthly inspection of the system, minor adjustment, cleaning nozzles, and reporting any deficiencies or repairs necessary. Head replacement is included	12 Services / Yr	
▶ Annual Flower Installations Includes soil and fertilizer	3 Services / Yr	
Total Annual Investment for Services Listed Above:		\$108,010.00 Per Year
		\$9,000.83 Per Month
Additional Services		
▶ Hardwood and Palm Trimming Trim <i>all</i> trees on property lifting hardwoods and trimming palms to a hurricane cut	1 Service / Yr	\$49,362.00

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Marsh Harbour

Note: Removed (4) mow to cover (3) flower rotations
Adjustments from 4/18 request
 April 19, 2022

BrightView Landscape Services, Inc. Service Summary & Pricing

	<u>FREQUENCY</u>	<u>PRICE / YEAR</u>
▶ Mowing Service - As per scope of work Bahia turf will be mowed at 3" in height. Bed edges will be done at each visit. St Augustine Turf will be mowed at 4"	32 Services / Yr	
▶ Detail Service - As per scope of work Prune, Trim, Weed, Detail all beds & plant material. Trim all Hardwood Trees under 8' & Palm Trees under 14' Spray paved areas for weeds	12 Services / Yr	
▶ Leaf Cleanup- Winter Months Visits to be adjusted as needed during winter months by account manager and HOA Board All leaves removed from street and yards	4 Services / Yr	
▶ Horticultural Program - As per scope of work		
Turf Fertilization Fertilize all turf areas	3 Apps / Yr	
Ornamental Shrub, Tree & Palm Fertilization Fertilize all plant material.	2 Apps / Yr	
Integrated Pest Management - Inspect landscape and treat chemically as needed.	12 Apps / Yr	
Turf Broadleaf Weed Control- Chemically treat broadleaf weeds in turf areas	2 Apps / Yr	
▶ Irrigation System Maintenance Scope includes monthly inspection of the system, minor adjustment, cleaning nozzles, and reporting any deficiencies or repairs necessary. Head replacement is included	12 Services / Yr	
▶ Annual Flower Installations Includes soil and fertilizer	3 Services / Yr	
Total Annual Investment for Services Listed Above:		\$124,210.00 Per Year
		\$10,350.83 Per Month
Additional Services		
▶ Hardwood and Palm Trimming Trim <i>all</i> trees on property lifting hardwoods and trimming palms to a hurricane cut	1 Service / Yr	\$49,362.00

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**1000 Marsh Harbor Drive
Riviera Beach, FL 33404**

Security System Upgrade

**Confidential Proposal
April 15, 2022**

**Regions Security Services
1100 NW 72nd Ave
Miami, FL 33126
(305) 517-1266
www.RegionsSecurity.us
technology@RegionsSecurity.us**

About Us

Regions Security' mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan. We strive to be the most dynamic and resourceful security provider for all our clients. As one of the tops fastest growing companies in South Florida, Regions Security continues to expand rapidly in all major vertical markets. Our business extends throughout the tri-county area with contracts from north of Jupiter in Palm Beach County to south of Homestead in Miami-Dade County. Regions Security offers cutting edge technology, highly trained security professionals and best in class customer service and support. We meet your needs, your budget and help you and your organization accomplish your security goals.



Regions Security has earned the confidence of our valued customers providing professional assistance with all our access control and video surveillance installations. Our company's corporate offices and customer support center are in Miami, Florida adjacent to Miami International Airport. Our facilities support our networking and systems engineering department, as well as our help desk and technical services. We maintain a customer support department providing 24/7 help desk support. We only carry professional grade equipment and security software. Each of our support representatives have completed comprehensive training on all our products and have extensive knowledge on product application and equipment troubleshooting. Regions can help you understand your technology security risks by offering a complementary Security Risk Assessment of your company's operation, office and exterior areas including parking lots and building entrances. We will help you determine the best Access Control and Surveillance Systems for your facility to guarantee the highest level of uninterrupted operation. Regions works with you to design a customized solution that addresses the evolving security needs of your organization in the most effective way possible.



Digital video surveillance helps deter crime, theft, vandalism, and employee theft. Security cameras and digital video recording may reduce fraudulent liability claims with clearly documented incidents. Video surveillance may also improve employee productivity and business efficiencies. Access Control systems help protect valuable assets and sensitive areas by restricting and managing all entry points. These systems help increase employee safety and eliminate costly re-keying and lock changes. Experienced installation servicemen guarantee your system will be trouble-free. Each system includes a full 100% one-year warranty on parts and labor. Our technicians are available 24 hours a day, seven days a week. We are focused on customer satisfaction which is an integral part of our past success and the cornerstone of our future growth. Our goal is 100% customer satisfaction.



Regions Security is a Veteran-Owned Small Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies. Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies. Mr. Rivero is a recognized service-disabled veteran who served in the Operation Enduring Freedom military initiative in 2001-2002.

Security Management System



Hikvision video surveillance products are based on cutting edge technologies that are unique in the security industry. Based on optical and image processing technologies accumulated over 30 years, Hikvision has solidified its

leadership position in the field of security solutions by developing and manufacturing cutting-edge security systems, including the world's best performing security cameras, digital video recorders, and network control systems. HikVision management team brings a wealth of experience and is redefining what you would expect in a digital video security provider which is committed to acquiring the world's best technology to expand its product portfolio. Hikvision world leading imaging technology plays an important role in protecting the safety of people by providing a comprehensive solution ranging from city surveillance to the protection of airports, ports, industrial and commercial facilities. Hikvision provides a wide-ranging line of products including analog, hybrid, and IP high-definition video security systems.

HIKVISION



HikVision Video Management Software (iVMS)

iVMS is a versatile video management software for the DVRs, NVRs, IP cameras, encoders, and decoders. It provides multiple functionalities, including real-time live view, video recording, remote search and playback, file backup, etc., for the connected devices to meet the needs of monitoring task. With the flexible distributed structure and easy-to-use operations, the client software is widely applied to the surveillance projects of medium or small scale. With the embedded web server, iVMS-4200 client can be accessed via the web browser. And it provides the functionalities of live view, playback, device management, account management and system configuration. The application offers a user-friendly wizard, and it introduces some basic operations of the software, such as adding device, importing device to group, configuring and record schedule. Different view modes are supported in the live view or playback modes. You can play the video in default view mode or customized custom mode. The alarm triggered pop-up image function can be used to monitor specific possible events such as camera tampering alarm or video loss alarm occurs. The offline device can also be added to the client with the required information input.



Mobile Client Software



The iVMS mobile client software is designed for mobile phones to be used to remotely to monitor live video from embedded DVR, NVR, network camera, network speed dome and encoder via wireless network. It can also play back record files, locally store, and manage pictures and videos, control alarm output and realize PTZ control as well. With this software installed in your phone, you can log onto the front-end device via Wi-Fi or 3G/4G if there is no public wireless network available.

Video Management System

Description	QTY
Hikvision 8 Channel Digital Video Recorder Video Management Software (VMS) with Remote Mobile Application (8 Users) UPS Battery Backup Device for Power Outage and Surge Protection.	1 1 1
 Megapixel NVR 8 cameras, 4TB video storage , 4K Video HDMI Output, 8 channel synchs. playback, Video Management Software, 10/100/1000 Mbps Interface, 8 PoE Network ports, Long Distance (to 900ft).	
Hikvision IP 2MP 2.8-12mm Indoor/Outdoor Bullet Camera (Plate Capture) Indoor/Outdoor Mounting Bracket	1 1
 Minimum Illumination: 0.01 Lux @ (f/1.2, AGC on), 0 Lux with IR, Up to 1920 x 1080 Resolution, 2.8mm to 12mm Manual Vari-Focal Lens, 1080p @ 30 fps, EXIR 2.0 up to 130 ft (40 m) IR Range, 12VDC ± 25%.	
Hikvision IP 5MP Indoor/Outdoor Turret Camera Indoor/Outdoor Mounting Bracket	4 4
 Minimum Illumination: 0.01 lux @ (f/1.2, AGC on), 0 lux with IR, 5 MP, 2560 × 1944 Resolution, 2.8mm, 3.6 mm, or 6 mm Fixed Lens, 4-in-1 Video Output (Switchable TVI/AHD/CVI/CVBS), Smart IR, up to 131 ft (40 m) Range, 12VDC ±25%.	

Professional Services

Equipment Installation & Engineering Services



Installation of new Network Video Recorder (NVR), brackets and housings. Includes all required new conduits, cables, materials, labor, cable terminations and certifications for all new cameras. Does not include repair of any existing camera or cable relocation. Not included are any electrical work or city permits, engineering designs, processing costs and fees.

Engineering and Programming Services



Regions will deploy a private network infrastructure to manage all equipment included in this proposal. We will program each device as required for optimum performance which includes setting camera coverage view, resolution, video quality and frames for peak bandwidth usage. We will also design recording schedules and specific coverage rules.

User Application Training



Software application user training for Video Management Software application will be provided for management in selected user group sessions. Training for live camera viewing, playback, and overall system functions. Basic camera programming and maintenance. Setting recording rules and remote access credential procedures.

Virtual Guard Surveillance System - TOTAL \$1,982.00
(Plus, Applicable Taxes)

Payment Terms



Payment: With Project Completion.
Warranty: Two-year Equipment Warranty.

Delivery: One Week from Contract Date.

Accepted _____ Name/Title _____ Date: _____

TD BANK, N.A. ("BANK")

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED 6/17/2015 ("DIRECT PURCHASE LOAN")

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan.

- (a) Borrower(s): Marsh Harbour Community Development District, Florida ("MHCDD")
- (b) Guarantor: N/A
- (c) Facility: Bank Qualified, Tax Exempt Term Loan.
- (d) Purpose: MHCDD will use the loan proceeds to refund its Marsh Harbour Bay Community Development District, Special Assessment Bonds, Series 2005A.
- Proceeds from the Series 2005A Bonds were used to finance a portion of the design, development and construction cost of the public infrastructure for the Marsh Harbour Bay Community Development District.
- (e) Amount: Up to \$3,400,000.
- (f) Collateral: The payment of the principal of and interest on the Facility shall be secured by the same original pledge of the Special Assessments on the District's units which were put in place for the Series 2005A Bonds based on original annual Debt Service Assessments of \$550 for Two Bedroom Units, \$750 for Three Bedroom Unit, ("Original Projected Assessments").
- The Lien created by the Special Assessments hereunder shall be of equal dignity with the liens for County, district, municipal taxes and other non-ad valorem special assessments and thus under Florida Law is a first lien, superior to all other liens, including mortgages (except for county, district, municipal and other taxes which are of equal dignity).
- Borrower shall also covenant and agree to budget and appropriate in its annual budget, by amendment, if required and to pay when due from unrestricted funds of the District to satisfy the Loan Payment as required under the Loan Agreement.
- (g) Maturity: **20 years (Final maturity of July 31st, 2035)**
- Bank shall have a Bank Call option every 7 years during the Term of the Loan subject to a 90-day notice by Bank. Bank shall agree to exercise the Call option only if Debt Assessments collection was less than 85% of

levied amounts as of May 31st during any one of the two years preceding the Call Option Date.

(h) Repayment Terms: Semiannual interest payments will be payable May 1st and November 1st, beginning November 1st, 2015 based on a 30/360 basis and annual principal payments on November 1st of each year, commencing November 1st, 2015, based upon a Mortgage Style Amortization Schedule.

(i) Interest Rate: Indicative Tax Exempt Bank Qualified Fixed Rate: **3.26%**

Loan Facility will be subject to a Rate Reset on the **10thth anniversary** of Facility Closing Date. The Rate Reset shall not exceed the original Bonds' Tax Exempt Rate of 5.45% or cause MHCDD to have to levy Debt Service Assessments greater than the amounts associated with the original Bonds were issued in 2005. Bank shall agree that any new Loan Rate, as a result of a Rate Reset, will be capped to a maximum rate so not to give rise to an annual debt service level which would require Borrower to levy Special Assessment fees in excess of the annual Original Projected Assessment.

Rate Hold Option: Proposed Rate can be held right away for the District until the proposed closing date. However, in order for Bank to lock-in the rate for MHCDD, Borrower will have to advise the Bank within **5 days** of proposal submission that it will be awarded the transaction.

Borrower may be asked by the Bank to sign a rate lock agreement in order to implement the Rate Hold Option.

The quoted fixed rate of interest is based upon the greater of (67% of the prevailing ten (10) year H-15 Swap Rate) plus 191 basis points, or (67% of the prevailing ten (10) year Treasury Rate) plus 197 basis points as publicized in the following website:

H-15 Source: <http://www.federalreserve.gov/release/h15/update/>

(j) Prepayment Premium: **Option A:** At the time of any full or partial prepayment, a fee equal to the greater of (i) 1.00% of the principal balance or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the Note rate, or default rate if applicable. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the scheduled outstanding principal balance for each remaining monthly period of the "Remaining Term." Each resulting amount shall be divided by 360 and multiplied by the number of days in the monthly period. Said amounts shall be reduced to present values calculated by using the above reference current costs of funds divided by 12. The resulting sum of present values shall be the yield maintenance fee due to the Bank upon prepayment of the principal of the loan plus any accrued interest

due as of the prepayment date.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period. No Prepayment Premium.

Note: Borrower will be allowed to pay additional unscheduled principal up to 10% of the Loan Balance Outstanding during any year with no prepayment penalty.

- (k) **Late Charge:** If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.
- (l) **Events of Default:** Will include but not be limited to:
- (1) Breach of representation or warranties.
 - (2) Violation of covenants.
 - (3) Bankruptcy or insolvency.
 - (4) Final, non appealable judgments against the District in excess of \$5,000,000.
 - (5) Payment default.
 - (6) The Borrower is to provide satisfactory evidence to the Bank that all Tax Certificates issued have been sold and funds fully collected by September 30th during year(s) in the event that Debt Assessments, absent tax certification, collection is less than 85% of levied amounts as of May 31st. Failure to meet this requirement shall be an Event of Default under the Loan Agreement.
- (m) **Default Rate of Interest:** The "default rate of interest" shall be six (6) percentage points in excess of the Bank's Prime rate of interest charged at the time of the event of default with a rate cap of 8%.

2. **Fees and Expenses:**

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Borrower's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Lender and the Lender's counsel. The Borrower agrees to pay all legal fees and expenses of the lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan. Legal costs shall be capped at no more than \$6,000.

Bank Loan Commitment Fee of \$10,000 to be paid by Borrower shall be due at Closing.

3. **Legal Opinions.**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; and (4) Facility is Bank Qualified Tax Exempt.

4. Financial Reporting:

a) Borrower(s) shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statement	Annually	Within 210 days of fiscal year end
Operating Budget	Annually	Within 30 days of approval or acceptance by Borrower's Board
Special Assessment Annual Revenues Collection Report	Annually	Prior to May 31 st of each year

b) The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower and if applicable.

5. Financial Covenant:

Borrower's approved Budget shall include Debt Assessments levy to cover annual debt service payment for the upcoming 12 months at 1.06x minimum.

6. Other Conditions:

- a. No Material Adverse Change to the Borrower prior to closing.
- b. Periodic loan payments shall settled via auto debit through an account maintained with the Bank
- c. Borrower shall comply with its Special Assessment Master Bond Indenture (if applicable).
- d. Borrower shall covenant that it will collect the Special Assessments pursuant to the uniform method of for the levy, collection and enforcement of special assessments afforded by Sections 197.3631, 197.3632 and 197.3635 Florida Statutes, or any successor statutes thereto ("the Uniform Method").
- e. At Closing, Borrower shall have sufficient funds held with Trustee (excluding debt service reserve funds) from prior year Debt Assessments to cover payments on the new loan that will be due on November 1st, 2015
- f. Loan facility shall have a Debt Service Reserve Fund in an amount equal to the greater of \$60,000 or 25% of annual principal and interest payments.
- g. Borrower shall covenant to levy Special Assessments to the extent and in an amount sufficient to pay Debt Service Requirements and replenish the Debt Service Reserve Fund (if invaded).
- h. Shall the Debt Service Reserve Fund be invaded any time during the term of the Loan, Borrower shall agree to implement the Original Projected Debt Service Assessments levy as part of its next annual budgets approval process. Any ensuing surplus funds in excess of the required annual debt service payment shall go towards fully replenishing the Debt Service Fund.
- i. No additional debt without the Bank's prior written consent.
- j. Documents will include "gross up" language allowing for the gross up of the loan rate should the IRS deem the Loan to be a taxable facility.
- k. The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- l. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and

counsel to the Bank.

- m. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation
- n. All other standard terms & conditions

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

April 20, 2022

Sylvia Bethel
District Manager
Special District Services, Inc.
2501-A Burns Road
Palm Beach Gardens, FL 33410

**Subject: Marsh Harbour Community Development District
Stormwater Needs Analysis Proposal**

Dear Ms. Bethel:

AECOM Technical Services, Inc. is pleased to submit our proposal to provide engineering services for the above referenced project. Attached you will find our Consulting Services Agreement with Exhibit A, the Scope of Services and Exhibit B, Compensation and Payment.

We propose to perform the attached services for you on an hourly rate basis per the Terms and Conditions of the Agreement for a not to exceed the amount of \$5,295.00.

If this proposal is acceptable to you, please return an executed copy as our authorization to proceed. I would appreciate you letting us know if there is any additional information you need in connection with this proposal, and I look forward to hearing from you soon.

Sincerely,

Approved: Marsh Harbour
Community Development District



Karen D. Brandon, PE
Associate Vice President

Sylvia Bethel
District Manager

Encl.

Date: _____

EXHIBIT A

SERVICES

Services:

Task 1 – Background Information and Stormwater Management Program

Task 1 will include the following:

- Background information.
- Detailed description of the stormwater management program including those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems.
- Brief description of the current institutional strategy for managing stormwater in your jurisdiction. Include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater.
- Rate the importance of the following goals for your program: Drainage and flood abatement, water quality improvement (TMDL/BMAPS/etc.), reducing vulnerability to adverse impacts from flooding related to increased in frequency and duration of rainfall events, storm surge and sea level rise.
- Current Stormwater Program Activities:
 - NPDES (MS4) Permit and/or Stormwater Management Programs
 - Stormwater utility
 - Stormwater Master Plan
 - Asset management system for stormwater infrastructure
 - GIS database for stormwater infrastructure
 - System for managing stormwater complaints
 - Water quality monitoring
- Current Stormwater Program Operation and Maintenance Activities:
 - Routine mowing
 - Debris and trash removal
 - Invasive plant management
 - Catch basin/inlet cleaning
 - Lake maintenance

Task 2- Stormwater System Inventory

Task 2 will include a stormwater system inventory consisting of:

- Culverts, ditches/conveyances, stormwater or treatment basins, pollutant separators, chemical treatment systems, pump stations, control structures, wetland treatment systems, green infrastructure BMPs.

Task 3 – Population Served

- Current and projected residents served, calculated in five-year increments (EDR will calculate)

Task 4 – Service Area

- The current and projected service area for the stormwater management program or system. If the service area is less than or extends beyond the geographic limits of your jurisdiction, please explain. If the service area is expected to change within the 20-year horizon, describe the changes.

Task 5 – Current and projected cost of providing services calculated in 5-year increments

- Routine O&M
- Expansion – flood protection capital projects, water quality projects, resiliency, end of useful life replacement projects
- Future expansion projects with no identified funding source
- Vulnerability assessment
- Long-range resiliency plan

Task 6 – Estimated remaining useful life of major components of stormwater system – culverts/pipe network, control structures, pump stations, retrofitting projects

Task 7 – 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components

Task 8 – MHCDD’s plan to fund maintenance or expansion of major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how MHCDD expects to close any projected funding gap.

Task 9 - Compilation and submittal of Draft SW Needs Analyses. Compile and submit a draft Stormwater Needs Analysis to MHCDD for review and comments. Incorporate comments and finalize the deliverable. Provide QA/QC of deliverables.

Task 10 – Project Management and Administration. Provide project oversight and management of staff and budget. Provide general project administration.

Schedule:

Deliverable Tasks 1-9: Completion of Stormwater Needs Analysis Spreadsheet and Submittal of Stormwater Needs Analysis to EDR and FDEP 60 days from NTP.

Deliverables:

Deliverable Tasks 1-9: Completion of Stormwater Needs Analysis Spreadsheet and submittal of Stormwater Needs Analysis to EDR and FDEP.

AECOM Project Manager

Name	Karen Brandon, PE
Title	Associate Vice President
Address	2090 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, FL 33409
Phone Number	561-684-3375
Email Address	Karen.brandon@aecom.com

Client Project Manager

Name	Sylvia Bethel
Title	District Manager
Address	2501A Burns Road, Palm Beach Gardens, FL 33410
Phone Number	561-630-4922 x227
Email Address	sbethel@sdsinc.org

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EXHIBIT B
COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 5,295.00). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

Project Director	\$220.00
Senior II	\$165.00
Senior I	\$140.00
Associate	\$120.00
Sr. GIS Analyst	\$110.00
Project Admin Support	\$85.00

2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020

ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

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