



**MARSH HARBOUR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
AUGUST 19, 2022  
10:00 A.M.**

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

[www.marshharbourcdd.org](http://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**  
August 19, 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. July 15, 2022 Regular Board Meeting.....Page 3
- G. Old Business
  - 1. Discussion Regarding Lake Maintenance Proposals.....Page 6
  - 2. Discussion Regarding Landscape
- H. New Business
  - 1. Review of 2022 Legislative Memo.....Page 17
- 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

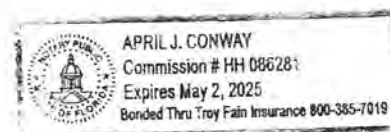
Signed



(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](http://www.marshharbourcdd.org)  
10-1/2021

0000662092-01

**MARSH HARBOUR  
COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JULY 15, 2022**

**A. CALL TO ORDER**

The July 15, 2022, Regular Board Meeting of the Marsh Harbour Community Development District (the “District”) was called to order at 10:02 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 and Nadine Sampson (via phone) 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.; and District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Ms. Bethel added a Security Proposal from Crossover Security Services and a BrightView Irrigation Proposal under New Business.

**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. June 17, 2022, Public Hearing & Regular Board Meeting**

The minutes of June 17, 2022, Public Hearing & Regular Board Meeting were presented.

A **motion** was made by Mr. Pollock, seconded by Ms. Briggs and unanimously passed approving the minutes of the June 17, 2022, Public Hearing & Regular Board Meeting, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

## **1. Consider Tree Removal Proposal**

Ms. Bethel went over the proposal with the Board. Mr. George advised that if this was not on District property, then the District is not responsible. Messrs. Allen and Pollock agreed that knowing the location of this root will determine whether or not the Board will approve the proposal to have it removed. Mr. Pollock indicated he would take a look and let staff know if we should proceed or not.

If was determined by Mr. Pollock later that the root was not the District's responsibility due to its location.

## **2. Discussion Regarding Lake Maintenance Proposal**

Mr. Pollock would like to have the vendors add more lake visits and bring the cost back to the next meeting. The Board requested that Aquatic Vegetation be removed from the running due to it being the highest proposal.

## **3. Discussion Regarding Landscaping**

Ms. Sampson advised that BrightView was still not picking up the grass after cutting. A lengthy discussion ensued. After the last meeting, staff reached out to Mr. Richter of BrightView and asked him to contact Ms. Bennet about these issues. The Board requested that staff follow-up with Ms. Bennet first, before reaching out to Mr. Richter of BrightView.

## **4. Discussion Regarding Security Proposal from Crossover Security**

Ms. Bethel explained that Ms. Bennett had provided Crossover Security with the District Manager contact information in order for them to submit a proposal for security services. The proposal came in higher than the current security company, but District management wanted the Board take a look at it, regardless. The Board agreed that the proposal was higher than the current company and would pass on it being considered.

## **5. Discussion Regarding Irrigation Repairs by BrightView**

Ms. Bethel went over the irrigation proposal with the Board. Mr. Pollock noted that BrightView had been spot on with their irrigation repairs, unlike any other companies and he is okay with this proposal amount.

A **motion** was made by Mr. Walker, seconded by Mr. Pollock and unanimously passed approving BrightView's irrigation proposal in the amount of \$495, as presented.

## **I. ADMINISTRATIVE MATTERS**

Ms. Bethel brought the BrightView Hurricane Clean Up document for the Board's review. It was in the last meeting book and District management wanted to bring it to the Board's attention since we are currently in the midst of hurricane season.

## **J. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**K. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:33 a.m. on a **motion** made by Ms. Sampson, seconded by Mr. Pollock and the **motion** passed unanimously.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman



### AQUATIC MANAGEMENT AGREEMENT

This agreement, dated July 1, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Marsh Harbour  
C/o Special District Services  
1000 Marsh Harbour Drive  
Riviera Beach, FL. 33404

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

6 lakes totaling 7.8 acres located in Riviera Beach, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	\$825 / monthly
Border Grass And Brush Control To Water's Edge	Included
Trash Pickup-Monthly	Included
Aeration maintenance-quarterly	Included
Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included

Two visits per month for lake management with treatment as necessary. One visit per month for trash pickup. 4 visits per year for aeration maintenance..

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.



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AQUATIC MANAGEMENT AGREEMENT

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
  - A. Water testing as needed for the success of the aquatic weed control program.
  - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
  - C. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
  - D. Definitions of services referred to in Paragraph 1 are as follows:

**Algae and Aquatic Plant Control** – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides.

**Border Grass And Brush Control To Water's Edge** – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

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AQUATIC MANAGEMENT AGREEMENT

**Aeration maintenance** – Quarterly preventative maintenance of aeration systems including pressure test, self-clean inspection for any air leaks, diffusers, vacuuming of enclosure. Change filters when needed. Additional repairs such as compressor replacements and rebuilt compressors will be performed as needed for an additional charge.

**Trash Pickup** – once a month pickup of small debris, plastic bags, bottles, cans, paper, etc. around lake perimeters.

**Monthly Water Testing** – As needed for the success of the aquatic weed control program.

**Fish & Wildlife Monitoring** – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

**Management Reporting** – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

9. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

\_\_\_\_\_  
SUPERIOR WATERWAY SERVICES, INC.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**AQUATIC MANAGEMENT AGREEMENT**

This agreement, dated August 1, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Marsh Harbour  
C/o Special District Services  
1000 Marsh Harbour Drive  
Riviera Beach, FL. 33404

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

6 lakes totaling 7.8 acres located in Riviera Beach, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae And Aquatic Plant Control	\$925 / monthly
Border Grass And Brush Control To Water's Edge	Included
Trash Pickup-Monthly	Included
Aeration maintenance-quarterly	Included
Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included

Three visits per month for lake management with treatment as necessary. One visit per month for trash pickup. 4 visits per year for aeration maintenance..

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

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  - A. Water testing as needed for the success of the aquatic weed control program.
  - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
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AQUATIC MANAGEMENT AGREEMENT

**Aeration maintenance** – Quarterly preventative maintenance of aeration systems including pressure test, self-clean inspection for any air leaks, diffusers, vacuuming of enclosure. Change filters when needed. Additional repairs such as compressor replacements and rebuilt compressors will be performed as needed for an additional charge.

**Trash Pickup** – once a month pickup of small debris, plastic bags, bottles, cans, paper, etc. around lake perimeters.

**Monthly Water Testing** – As needed for the success of the aquatic weed control program.

**Fish & Wildlife Monitoring** – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

**Management Reporting** – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

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10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

\_\_\_\_\_  
SUPERIOR WATERWAY SERVICES, INC.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



Our programs include the following:

- **LAKE MAINTENANCE** - (2) Visits Per Month or (24) Visits per year  
Lake maintenance Includes - Control of invasive vegetation such as, shoreline grasses, floating vegetation, algae and submersed weeds in and around ponds using boats, ATV, backpack. Control will be done using a combination of chemical treatments, mechanical removal and manual Removal using best management practices. All treatments will be done as needed.
  
  - **TRASH REMOVAL** - (1) Visits Per Month or (12) Visits per year  
TRASH REMOVAL will be done every month for all trash around shoreline in each lake.
  
  - **FOUNTAIN / AERATION MAINTENANCE** - (1) Every 3 Months or (4) Visits per year  
Routine inspection and preventative maintenance on aeration systems to reduce potential down time. PBA will notify property manager when air filters need to be changed or maintenance kits need to be purchased
- FUTURE RECOMMENDATIONS**
- *Annual Phosphorus Treatments* - On going preapproved Phoslock treatment done every winter. Phosphorus is the primary source of food for algae greatly reducing reoccurring algae growth. Phoslock should be applied to or bodies that I have an abundance of Nutrients. The longevity of each treatment can vary from (1 to 5 years) and is dependent upon how much pollutants are being washed back into the lake. For best results treatments should be done when no algae is present in late winter just prior to the start of summer.
  
  - *Annual Sonar Treatments* - On going preventive Sonar treatment done in November to control lily's and other submersed plants. Because Sonar treats the entire waterbody and works over a 60 day period is important to have the chemical in at the start of the target plants growing season ( Summer and/or Winter )

**FEES AND COSTS**  
Waterway management/Littorals/Services shall be provided by PBA

( MONTHLY ) LAKE MAINTENANCE :	\$ 1,150.00	TOTAL ( MONTHLY ) PAYMENT :	\$ 1,150.00
( MONTHLY ) LITTORAL MAINTENANCE :	\$ -	TOTAL ( ANNUAL ) COST :	\$ 13,800.00
( MONTHLY ) PRESERVE MAINTENANCE :	\$ -	INITIAL HERE:	



# PALM BEACH AQUATICS

## Terms & Conditions

**MATERIALS:** Only chemicals, weed control products, or other materials which have been approved by federal or state authorities shall be used by PBA.

**TERM OF AGREEMENT:** This agreement shall be for a term of one (1) year. At the end of the term, this Agreement shall automatically renew for subsequent one (1) year terms unless terminated by either party as otherwise set forth herein. PBA agrees to commence treatment within fifteen (15) days from the date of acceptance of this proposal by customer (weather permitting). The prices for the services to be rendered by PBA shall be in effect for twelve (12) months from date of acceptance of this proposal; provided, however, that either party may cancel this Agreement by providing the other party with thirty (30) days written notice of cancellation. Subsequent to the initial twelve (12) month term of this agreement, PBA reserves the right to implement price changes for increases in PBA costs and services to be rendered under this Waterway and Environmental Areas Management Agreement upon the provision of thirty (30) days notice by PBA. In the event that customer agrees with PBA for additional services not provided for under the initial proposal herein, such price protection as is provided for in this paragraph shall not be in effect and the additional services shall be provided at PBA's customary rate for such services at the time that such additional treatments are initiated.

**USE RESTRICTIONS:** PBA agrees that it shall conduct the water/environmental areas management in a manner consistent with good practice and in accordance with such methods and techniques as are reasonably necessary to maintain control. Customer agrees to abide by such time restrictions during and following treatment as are directed by PBA including, but not limited to, water use restrictions. PBA does not assume, and customer specifically waives any liability on the part of PBA, for failure by customer to abide by such directions as to time-use restrictions and for any liability as to additional parties not placed in notice of such restrictions by customer.

**ADMINISTRATIVE REMEDIES:** PBA shall provide services hereunder in accordance with rules and regulations of any governmental, administrative, or regulatory body with jurisdiction over the services herein, but PBA reserves the right to pursue its administrative remedies as in compliance with such governmental directions. Services to be rendered during such pursuit of administrative remedies shall be performed by PBA in accordance with this Agreement irrespective of the pendency of the administrative proceedings unless PBA has been otherwise directed by the governmental agency involved.

**DISCLAIMER AND TERMINATION RIGHT:** PBA specifically disclaims any liability and damages, penalties or otherwise for failure or delay in the performance of services hereunder caused by circumstances outside of its control, including, but not limited to weather conditions, strikes, riots, governmental orders and regulations preventing performance, curtailment of supply of weed control chemicals or materials or other circumstances beyond its reasonable control. In the event of the occurrence of any of the above conditions, PBA shall give notice to customer of such condition preventing performance hereunder. Customer shall have the right within thirty (30) days thereafter to terminate this agreement by providing notice to PBA in writing of the termination of this agreement.

**ASSIGNMENT:** This agreement is not assignable by customers except upon prior written consent by PBA.

**MODIFICATIONS:** This agreement constitutes the entire agreement of the parties herein and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both PBA and Customer.

**ATTORNEYS' FEES:** PBA shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions hereunder and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms of this agreement.

**NOTICE:** Notice required hereunder shall be made in writing to customer's address shown in this proposal and to PBA at its main office.

**3RD PARTY COMPLIANCE:** If the customer requires PBA to enroll in any special third-party compliance programs, invoicing, or payment plans that charge PBA, those charges will be invoiced back to the customer.

**MITIGATION PERMITS:** It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA. Maintenance activities in designated mitigation areas are proposed under the assumption that there are no outstanding compliance issues with county or water management district regulators. It is the customer's responsibility to inform PBA of any such issues prior to contracting PBA or contract will need to be revised to include any mandatory cleanups to resolve said compliance issues. PBA will grant 80% survivorship on all plants installed and maintained by PBA (Excludes Acts of God, vandalism or any causes outside the control of Palm Beach Aquatics).

**BANK GRASS CONTROL:** Under our "Bank Grass Control" program PBA will treat border grasses and brush to the water's edge. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. PBA is not responsible for removing said structures unless otherwise contracted.

**LITTER:** Individual litter items to be removed are limited to non-natural materials; such as; paper products, Styrofoam cups, plastic bags, and aluminum cans. Construction debris, shopping carts, discarded household appliances, or any other objects not considered litter are not included in the trash/litter removal service and their removal may be subject to additional charges.

**ADDITIONAL SERVICES:** Except as noted herein, additional work as requested by customer such as large debris removal, plant cutting and/or removal, washout repair, and other manual maintenance will be considered as extra work and is subject to separate invoicing.

**DISPOSAL:** Customer is responsible for providing an on-site location or dumpster for the disposal of collected materials. If customer is unable to provide PBA with access to such a site, customer will be responsible for any hauling or dumping fees that may be necessitated by the disposal of collected materials.

**WATER BODY CONTROL STRUCTURE CLEANING/MAINTENANCE:** Cleaning and maintenance activities listed in PBA proposals pertain to keeping inflow and outflow structures clear of vegetation or debris that may clog or disrupt proper flow and efficiency of structures. These activities do not include structural repairs and/or major sediment removals or underground clearings of built-up material. Sonar treatments to prevent or treat select submersed weed is not included.

**FOUNTAIN SERVICES:** **A)** Stammered fountain cleaning included in a service at no charge is a Superficial cleaning and includes the lights nozzle and float only. For all service request a diagnostic fee of \$125.00 for the first hour will apply. The diagnostic fee will be waived if the work is done by PBA but standard labor rates still apply. **B)** Fountain maintenance Program is a additional service that includes a detailed cleaning of entire fountain top, bottom and intake screen, testing of all control panel components to catch any issues before they happen. For all service with this program the first hour including the diagnostic fee will be waived. **C)** Any components that need to be replaced will be ordered and installed by PBA with written consent. If the part cost is under \$250.00 PBA will replace the part without a written authorization and billed as a separate invoice. standard PBA Labor rates may still apply.

**WATER CHEMISTRY & BACTERIA TESTING:** Any testing will be done per Pass's discretion and/or per request of property owner. Due to various tests and corresponding costs an additional proposal will be provided to Customer per desired test.

**TRIPLOID GRASS CARP STOCKING & PERMITTING:** A separate proposal can be provided upon request for stocking and permitting of triploid grass carp but is not included in this agreement.

Print Name

Client Signature

Date

JASON LEVIS

Print Name

PBA Signature

Date



**From:** kent Pollock [<mailto:kentpollock@yahoo.com>]  
**Sent:** Monday, August 1, 2022 4:24 PM  
**To:** Marsh Harbour <[marshharbour1@yahoo.com](mailto:marshharbour1@yahoo.com)>; Dominique Pinchinat <[dpinchinat@yahoo.com](mailto:dpinchinat@yahoo.com)>  
**Cc:** Sylvia Bethel <[sbethel@sdsinc.org](mailto:sbethel@sdsinc.org)>  
**Subject:** Re: Conditions of Marsh Harbour Ponds

Good afternoon, the CDD board is aware of the poor condition of ponds and are looking for bids from other companies for consideration. I'll keep you posted on our decision.

[Sent from Yahoo Mail for iPhone](#)

On Monday, August 1, 2022, 4:18 PM, Marsh Harbour <[marshharbour1@yahoo.com](mailto:marshharbour1@yahoo.com)> wrote:

Actually the ponds are the responsibility of the CDD. They meet at the clubhouse every 3rd Friday of the month at 10am. Meeting is open and you are welcome to attend. They have been discussing lake maintenance and possible solutions in the past three meetings. I have attached their office to this email to provide any updates.

Sent from my iPhone

On Aug 1, 2022, at 4:09 PM, Dominique Pinchinat <[dpinchinat@yahoo.com](mailto:dpinchinat@yahoo.com)> wrote:

Good afternoon,

The conditions of the ponds within the Marsh Harbour community are in poor shape and unkempt. The appearance and harmony of the community also depends on property management, the CDD, and the HOA board members to keep up with maintaining the cleanliness of it. The ponds have been looking like this far too long and should be addressed as soon as possible. Please see attached photo of the current state of the pond behind my unit. It's unappealing and is bringing down the property value of the community.

Regards,

Dominique

1000 Lucaya Drive

[Sent from Yahoo Mail on Android](#)



## MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
District Counsel

DATE: July 7, 2022

RE: 2022 Legislative Update

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As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

**1. Chapter 2022 – 220, Laws of Florida (HB 7055).** The legislation prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident and establishes penalties and fines for certain ransomware offenses against a government entity<sup>1</sup>. The law provides that a ransomware offense is punishable as a first degree felony. The legislation further provides that an employee or contractor of a government entity, with access to the government entity's network, who willfully and knowingly aids or abets another in the commission of a ransomware offense against the government entity commits a felony of the first degree. The law defines the severity level of a cybersecurity incident in accordance with the National Cyber Incident Response Plan. State agencies and local governments must report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible, but no later than 12 hours after the discovery of the incident. Local Governments must also report the incident to the local sheriff's office. The legislation requires state agency and local government employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter. The law requires local governments to adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources. Counties with a population less than 75,000 and municipalities with a population less than 25,000 must adopt the standards by January 1, 2025. The legislation expands the purpose of the Cybersecurity Advisory Council (CAC) to include advising local governments on cybersecurity and requires the CAC to examine reported cybersecurity and ransomware incidents to develop best practice recommendations. The effective date of this act is July 1, 2022.

**2. Chapter 2022 – 221, Laws of Florida (HB 7057).** The legislation provides a general public record exemption in ch. 119, F.S., for the following information held by an agency:

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<sup>1</sup> The bill defines the term "government entity" to mean any official, officer, commission, board, authority, council, committee, or department of the executive, judicial, or legislative branch of state government; state universities; and any county or municipality, special district, water management district, and any other district in this state.

- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of IT systems, operational technology systems, or data of an agency.
- Information relating to critical infrastructure.
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents.
- Cybersecurity incident information reported pursuant to Sections 282.318 or 282.3185, F.S.

The law also creates a public meeting exemption for any portion of a meeting that would reveal confidential and exempt information; however, any portion of an exempt meeting must be recorded and transcribed. The recording and transcript are confidential and exempt from public record requirements. The legislation provides for release of the confidential and exempt information in certain instances and authorizes agencies to report information about cybersecurity incidents in an aggregate format. The law provides for repeal of the exemptions on October 2, 2027, unless reviewed and saved from repeal by the Legislature, and provides a public necessity statement as required by the Florida Constitution. The effective date of this act is July 1, 2022.

**3. Chapter 2022 – 140, Laws of Florida (HB 7001).** In 2018, the electorate of Florida amended the state constitution to prohibit lobbying by certain public officers both during public service and for a six-year period after leaving public office. This legislation implements the new constitutional public officer lobbying prohibitions. The prohibitions address lobbying on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision. It provides that the prohibitions apply to persons in public office on or after December 31, 2022. It authorizes the Commission on Ethics (Commission) to investigate and determine violations of the new prohibitions. The bill provides a range of penalties for violations and directs the Commission to report post-service lobbying violations and recommended punishment to the Governor for imposition of penalties. The prohibitions affect the following officers:

- Statewide elected officers;
- Members of the Legislature;
- County commissioners;
- Constitutional county officers and county charter officers;
- School board members;
- School superintendents;
- Elected municipal officers,
- Elected special district officers in special districts with ad valorem taxing authority;
- and
- Secretaries, executive directors, and other administrative heads of executive branch departments.

The effective date of this act is December 31, 2022.

**4. Chapter 2022 – 97, Laws of Florida (HB 7071).** The legislation provides for a number of tax reductions and other tax-related modifications designed to directly impact both families and businesses. Of interest to Special Districts is the provision that provides tax relief to parcel owners affected by a sudden and unforeseen collapse of a residential building. The law requires the tax collector to abate all taxes and non-ad valorem assessments for the year in which the destruction occurred, and the property appraiser must notify the owners of the abatement. The condition of the residential improvement on January 1 of the year the property was destroyed must have been in such a state that the residential improvement had no value due to a latent defect of the property not readily discernable by inspection. Parcel owners whose property tax is abated are not required to make a payment and property appraisers and tax collectors are prohibited from issuing tax notices. The legislation requires tax collectors to refund tax payments made for taxes levied in the year of collapse. The law requires value adjustment boards to dismiss petitions from parcel owners challenging the value of the parcel for the year of the collapse. The legislation also provides for the following sales tax holidays:

- Back to School July 25 to August 7
- Disaster Preparedness May 28 to June 10
- Energy Star Appliances September 1 to February 28
- Freedom Week<sup>2</sup> July 1 to July 7
- Tools used by Skilled Trade Workers September 3 to September 9
- Diapers July 1, 2022 to June 30, 2023
- Baby and Toddler Clothing July 1, 2022 to June 30, 2023
- Children’s Books May 14 to August 14
- Impact resistant Windows and Doors July 1, 2022 to June 30, 2024

Section 197.3195, Florida Statutes, as created by this act, applies retroactively to January 1, 2021. The effective date of this legislation is July 1, 2022.

**5. Chapter 2022 – 83, Laws of Florida (HB 1411).** The legislation promotes the use of floating solar facilities by requiring local governments to allow these facilities as a permitted use under certain conditions and to amend its land development regulations to promote the use of floating solar. Floating solar is a concept that refers to any type of solar array that floats atop a body of water. The legislation defines “floating solar facility” as a solar facility, as defined in s. 163.3205(2), F.S., which is located on wastewater treatment ponds, abandoned limerock mine areas, stormwater treatment ponds, reclaimed water ponds, or other water storage reservoirs. Under the law, counties and municipalities may adopt ordinances specifying buffer and landscaping requirements for floating solar facilities, however, such requirements may not exceed the requirements for similar uses involving the construction of other solar facilities that are permitted uses in agricultural land use categories and zoning districts. The effective date of this legislation is July 1, 2022.

**6. Chapter 2022 – 202, Laws of Florida (HB 967).** The legislation requires the turfgrass science program at the University of Florida Institute of Food and Agricultural Sciences

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<sup>2</sup> Specified admissions (live music events, live sporting events, movie theater tickets, gym access, entry to fairs and festivals, etc.) and items related to recreational activities.

(UF/IFAS), in coordination with the Department of Environmental Protection (DEP), to administer certification for golf course best management practices (BMPs) in order to provide a means of documenting and ensuring compliance with BMPs for fertilizer application to golf courses. The law requires UF/IFAS to provide training and testing certification programs and to issue certificates demonstrating completion of such programs. The certification expires four years after the date of issuance, and recertification is available if an applicant completes continuing education. Persons certified in golf course BMPs are exempt from additional local training and from local ordinances relating to water and fertilizer use, blackout periods, or restrictions unless a state of emergency is declared. The legislation encourages UF/IFAS to create a registry of persons certified on its website. The effective date of this legislation is July 1, 2022.

**7. Chapter 2022 – 103, Laws of Florida (HB 7049).** The legislation gives a governmental agency the option to publish its legal notices on the publicly accessible website of the county in which it lies instead of in a printed newspaper or on a newspaper’s website if doing so would cost less than publishing legal notices in a newspaper. The law requires a special district spanning the geographic boundaries of more than one county and opting to publish legal notices on a publicly accessible website to publish its legal notices on the publicly accessible website of each county within its boundaries. A link to legal notices published on a publicly accessible website must be conspicuously placed on or accessible through a direct link from the (1) publicly accessible website’s homepage; and (2) the homepage of the website of each governmental agency publishing legal notices online. A governmental agency publishing legal notices on a publicly accessible website must (1) give notice in a newspaper or in a mailed or delivered publication, at least annually, that property owners and residents may receive legal notices from the governmental agency by first-class mail or e-mail upon registering with the agency; and (2) maintain a registry of property owners and residents who request in writing to receive legal notices from the governmental agency by mail or e-mail. The effective date of this act is January 1, 2023.

**8. Chapter 2022 – 216, Laws of Florida (HB 1057).** The legislation provides that when an agency is determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following documents as evidence of the vendor’s financial stability:

- Audited financial statements that demonstrate the vendor’s satisfaction of financial stability criteria.
- Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
- For a vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability.
- For a vendor with annual revenues of \$1 billion or less, documentation, based on criteria established by the agency, evidencing that the vendor is financially stable and meets the definition of financial stability. The criteria established by the agency must be reasonably related to the value of the contract and may not include audited financial statements.



The law does not prohibit agencies from accepting additional documentation as evidence of financial stability and it does not preclude an agency from requiring a performance bond for the duration of the contract, when appropriate. The legislation defines the term “financial stability” to mean, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract. The legislation is effective upon becoming law.

**9. Chapter 2022 – 190, Laws of Florida (SB 1062).** The relevant portion of this legislation provides that service of process against any municipal corporation, agency, board, commission, department, subdivision of the state or any county that has a governing board, council, or commission or which is a body corporate must be served on the registered agent. However, if the entity does not have a registered agent, or if the registered agent cannot be served after one good faith attempt, the entity must be served:

- On the president, mayor, chair, or other head thereof, and in the absence of the aforementioned;
- On the vice president, vice mayor, or vice chair, and in the absence of the aforementioned;
- On any member of the governing board, council, or commission, the manager of the governmental entity, or an in-house attorney for the governmental entity, and in the absence of the aforementioned;
- On any employee of the governmental entity at the main office of the governmental entity.

The effective date of this legislation is January 2, 2023.

**10. Chapter 2022 – 76, Laws of Florida (SB 882).** The legislation requires each of the state’s five regional water management districts (WMD), as part of its district water management plan and in cooperation with local governments, to develop a list of critical wetlands to be acquired using funds from the Land Acquisition Trust Fund. The WMD must consider the following criteria in designating a wetland for inclusion on the list:

- The ecological value of the wetland as determined by the physical and biological components of the environmental system;
- The effect of the wetland on water quality and flood mitigation;
- The ecosystem restoration value of the wetland; and
- The inherent susceptibility of the wetland to development due to its geographical location or natural aesthetics.

The law requires that before adopting or amending its list of critical wetlands, each WMD must notify property owners whose property the WMD is contemplating including on the list. A property owner who wishes to remove their property from the list must submit a letter to the WMD requesting such removal and sufficiently identifying the property. The WMD must approve the removal if those requirements are met. The effective date of this act is July 1, 2022.

**11. Chapter 2022 – 121, Laws of Florida (SB 518).** The legislation amends s. 163.045, F.S., to clarify that a local government may not burden a property owner’s rights to prune, trim, or remove trees on his or her own residential property if the tree “poses an unacceptable risk” to

persons or property and the property owner possesses “documentation” from a landscape architect or certified arborist. A tree poses an “unacceptable risk” if removal is the only means of practically mitigating the risk below “moderate.” The law also adds definitions for the terms “documentation” and “residential property.” The definition for “documentation” requires that an onsite assessment be made in a certain manner by a specified type of certified arborist or architect. The bill defines “residential property” as a single-family detached building located on a lot that is actively used for single-family residential purposes. The effective date of this act is July 1, 2022.

**12. Chapter 2022 – 89, Laws of Florida (HB 7053).** To assist local governments in resilience planning, this legislation creates the Resilient Florida Grant Program (grant program), which authorizes the Department of Environmental Protection (DEP) to provide grants to a city or county to fund the costs of community resilience planning. In addition, the law directs DEP to develop an annual Statewide Flooding and Sea Level Rise Resilience Plan (plan), which consists of a list of ranked projects submitted by cities and counties that address risks posed by flooding and sea-level rise. With respect to the plan, the legislation requires DEP to rank and include in the plan all eligible projects that were submitted for the plan and to include a detailed narrative overview describing how the plan was developed. The bill authorizes special districts that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility to submit projects for inclusion in the plan. This act is effective July 1, 2022.

**13. Chapter 2022 – 266, Laws of Florida (SB 4-C).** This legislation dissolves all independent special districts established by a special act prior to the ratification of the Florida Constitution on November 5, 1968, if those districts have not been reestablished, re-ratified, or otherwise reconstituted by special act or general law after such date. Such special districts will be dissolved effective June 1, 2023. The following six districts appear to operate pursuant to a charter, which predates the 1968 Florida Constitution and was not reestablished, re-ratified, or otherwise reconstituted by a special act or general law after November 5, 1968:

- Bradford County Development Authority (Bradford County)
- Sunshine Water Control District (Broward County)
- Eastpoint Water and Sewer District (Franklin County)
- Hamilton County Development Authority (Hamilton County)
- Reedy Creek Improvement District (Orange and Osceola Counties)
- Marion County Law Library (Marion County)

The law allows an independent special district affected by the bill to be re-established on or after June 1, 2023, pursuant to the requirements and limitations of ch. 189 F.S. When there is a dissolution of a special district government, the special district transfers the title to all property owned by the preexisting special district to the local general-purpose government, either a county or municipality, which shall also assume all indebtedness of the preexisting special district. This act is effective July 1, 2022.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the



District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.