

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

PALM BEACH COUNTY

REGULAR BOARD MEETING & PUBLIC HEARING MAY 16, 2025 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 & PUBLIC HEARING

May 16, 2025 10:00 a.m.

A.	Call to Order
B.	Proof of Publication
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. April 11, 2025 Regular Board Meeting
G.	Public Hearing
	1. Proof of Publication
	2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget
	3. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Final Budget
Н.	Old Business
	1. Discussion Regarding Annual Engineering Report Repairs
	• Consider Approval of Proposal for Sidewalk Repairs
I.	New Business
	1. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Meeting SchedulePage 33
	2. Consider Ratification of Russ Total Lawn Maintenance Invoice for Irrigation Repair
J.	Administrative Matters
K.	Board Member Comments
L.	Adjourn

Daily Commercial | Ocala StarBanner News Chief | Herald-Tribune News Herald I The Palm Beach Post Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Marsh Harbour Cdd Marsh Harbour Cdd 2501 BURNS RD STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

10/07/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/07/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$233.75

Tax Amount:

\$0.00

Payment Cost:

\$233.75

Order No:

10630879

of Copies:

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730531

PO #:

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Please do not use this form for payment remittance.

MARSH HARBOUR COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 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 18, 2024
November 15, 2024
December 20, 2024
January 10, 2025
February 21, 2025
March 21, 2025
March 21, 2025
January 16, 2025
January 16, 2025
January 17, 2025
March 21, 2025
January 18, 2025

March 21, 2025
April 11, 2025
April 11, 2025
May 16, 2025
June 13, 2025
July 18, 2025
August 15, 2025
August 15, 2025
August 15, 2025
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 porticular meeting. From time to time one or more Supervisors may participate by telephone will be present at the meeting location so that Supervisors may be the districtions of the discussions.

phone 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 ensure that a verbatim record of the proceedings and which record Includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of 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 1877-37-4922 at least seven (7) days prior to the date of the particular meeting.

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

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT www.marshharbourcdd.org 10/7/24 10630879

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING APRIL 11, 2025

A. CALL TO ORDER

The April 11, 2025, Regular Board Meeting of the Marsh Harbour Community Development District (the "District") was called to order at 10:07 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on October 7, 2025, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Vice Chairman Kent Pollock and Supervisors Judy Briggs, Tasha Mullings 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.; and Onsite HOA Manager, Tara Bennett.

Also present was Eza Safford of Safford Paving.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. February 21, 2025, Regular Board Meeting

The minutes of the February 21, 2025, Regular Board Meeting were presented.

A **motion** was made by Mr. Pollock, seconded by Ms. Mullings and unanimously passed approving the minutes of the February 21, 2025, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Discussion Regarding Annual Engineering Report Repairs

H. NEW BUSINESS

1. Consider Proposal for Sidewalk Repairs

Mr. Pollock gave a review of all the vendors he had met. The Board reviewed the proposals. Mr. Saffold introduced himself and gave a history of his company. A lengthy discussion ensued. Mr. Saffold answered the Board's questions about the proposal he provided. Following discussion, the Board would like a few revisions to each proposal to review at the next meeting.

I. ADMINISTRATIVE MATTERS

Ms. Bethel presented an email forwarded to her by the HOA about replacing a resident's grass due to broken sprinklers. Mr. George stated that this was not the District's responsibility.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:21 a.m. on a **motion** made by Ms. Mullings, seconded by Mr. Pollock and the **motion** passed unanimously.

Secretary/Assistant Secretary	Chairman/Vice Chairman

Publication Date 2025-05-02

Subcategory Miscellaneous Notices

Notice of Public Hearing and Regular Board Meeting of the Marsh Harbour Community Development District

The Board of Supervisors of the Marsh Harbour Community Development District (the District) will hold a Public Hearing and Regular Board Meeting on May 16, 2025, at 10:00 a.m., or as soon thereafter as can be heard, at the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget of the District. The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. A copy of the Budget and/or the Agenda may be obtained at the offices of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or more Supervisors will 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.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at 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 meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice. Marsh Harbour Community Development District www.marshharbourcdd.org 4/25, 5/2/2025 11242558

RESOLUTION NO. 2025-02

A RESOLUTION OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2025/2026 BUDGET.

WHEREAS, the Marsh Harbour Community Development District ("District") has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

WHEREAS, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

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

Section 1. The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is approved and adopted, and the assessments set forth therein shall be levied.

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

PASSED, ADOPTED and EFFECTIVE this $\underline{16}^{th}$ day of \underline{May} , 2025.

ATTEST:	COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant Se	etary Chairperson/Vice Chairperson

Marsh Harbour Community Development District

Final Budget For Fiscal Year 2025/2026 October 1, 2025 - September 30, 2026

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FINAL BUDGET

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

REVENUES	FISCAL YEAR 2025/2026 BUDGET	3
O & M Assessments		732,116
Debt Assessments		253,887
Other Revenues		0
Interest Income		1,200
TOTAL REVENUES	\$	987,203
EXPENDITURES		
Supervisor Fees		11,000
Payroll Taxes - Employer		880
Engineering/Inspections		3,000
Lake Maintenance		11,000
Landscaping/Irrigation/Maintenance		150,000
Lighting		35,000
Security		380,000
Management		38,184
Secretarial		4,200
Legal		14,000
Assessment Roll		7,500
Audit Fees		3,600
Insurance		7,400
Legal Advertisements		1,400
Miscellaneous		900
Postage		300
Office Supplies		800
Dues & Subscriptions		175
Trustee Fee		2,500
Continuing Disclosure Fee		350
Website Management		2,000
Reserve/Contingency		15,200
TOTAL EXPENDITURES	\$	689,389
REVENUES LESS EXPENDITURES	\$	297,814
Bond Payments		(238,654)
BALANCE	\$	59,160
County Appraiser & Tax Collector Fee		(19,720)
Discounts For Early Payments		(39,440)
Discounts For Larry Faymonts		(59,440)
EXCESS/ (SHORTFALL)	\$	-
Carryover Funds From Prior Year		0
NET EXCESS/ (SHORTFALL)	\$	-

DETAILED FINAL BUDGET

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026

OCTOBER 1, 2025 - SEPTEMBER 30, 2026

REVENUES	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
O & M Assessments	687,308	732,129		Expenditures Less Interest & Carryover/.94
Debt Assessments	,	253,887		
Other Revenues	257,269	253,667	253,667	Bond Payments/.94
				Indiana de Danis and al Ad Adolo Dan Marada
Interest Income	18,469	720	1,200	Interest Projected At \$100 Per Month
TOTAL REVENUES	\$ 963,046	\$ 986,736	\$ 987,203	
EXPENDITURES				
Supervisor Fees	7,400	11,000	11,000	Supervisor Fees
Payroll Taxes - Employer	566	880	880	Projected At 8% Of Supervisor Fees
Engineering/Inspections	4,600	2,000	3,000	\$1,000 Increase From 2024/2025 Budget
_ake Maintenance	10,238	11,000		No Change From 2024/2025 Budget
_andscaping/Irrigation/Maintenance	149,720	150,000		2024/2025 Expenditure Through 1/31/25 = \$40,770
_ighting	33,164	35,000		No Change From 2024/2025 Budget
Security	315,574	380,000		2024/2025 Expenditure Through 1/31/25 = \$122,842
Management	36,036	37,116		CPI Adjustment
Secretarial	4,200	4,200		No Change From 2024/2025 Budget
_egal	11,995	14,000		2024/2025 Expenditure Through 12/31/24 = \$2,603
Assessment Roll	7,500	7,500	,	As Per Contract
Audit Fees	3,400	3,500	,	Accepted Amount For 2024/2025 Audit
nsurance	6,594	7,200	- 7,111	Fiscal Year 2024/2025 Expenditure Was \$6,858
Legal Advertisements	870	1,400		No Change From 2024/2025 Budget
Miscellaneous	846	800		\$100 Increase From 2024/2025 Budget
Postage	101	300		No Change From 2024/2025 Budget
Office Supplies	877	700		\$100 Increase From 2024/2025 Budget
Oues & Subscriptions	175	175		No Change From 2024/2025 Budget
Trustee Fee	2,500	2,500		No Change From 2024/2025 Budget
Continuing Disclosure Fee	350	2,300		No Change From 2024/2025 Budget
Nebsite Management	2,000	2,000		No Change From 2024/2025 Budget
Reserve/Contingency		17,300		Reserve/Contingency
TOTAL EXPENDITURES	\$ 598,706	\$ 688,921	\$ 689,389	
REVENUES LESS EXPENDITURES	\$ 364,340	\$ 297,815	\$ 297,814	
Bond Payments	(246,294)	(238,654)	(238,654)	2026 Principal & Interest Payments
BALANCE	\$ 118,046	\$ 59,161	\$ 59,160	
County Appraiser & Tax Collector Fee	(4,968)	(19,720)		Two Percent Of Total Assessment Roll
Discounts For Early Payments	(31,530)	(39,441)	(39,440)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 81,548	\$ -	\$ -	
Carryover Funds From Prior Year	0	0	0	Carryover Funds From Prior Year

DETAILED FINAL DEBT SERVICE FUND BUDGET

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT **FISCAL YEAR 2025/2026** OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2023/2024	2024/2025	2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	12,447	500	1,000	Projected Interest For 2025/2026
NAV Tax Collection	246,294	238,654	238,654	Maximum Debt Service Collection
Total Revenues	\$ 258,741	\$ 239,154	\$ 239,654	
EXPENDITURES				
Principal Payments	165,000	165,000	135,000	Principal Payment Due In 2026
Interest Payments	69,174	68,468	94,694	Interest Payments Due In 2026
Bond Redemption	0	5,686	9,960	Estimated Excess Debt Collections
Total Expenditures	\$ 234,174	\$ 239,154	\$ 239,654	
Excess/ (Shortfall)	\$ 24,567	\$ -	\$ -	

Series 2015 Bond Refunding Information

Original Par Amount =

\$3,295,000

Annual Principal Payments Due =

May 1st

Interest Rate = Issue Date =

Maturity Date =

3.24% - 5.45% August 2015 May 2035

Annual Interest Payments Due =

May 1st & November 1st

Par Amount As Of 1/1/25 =

\$1,970,000

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	2	iscal Year 022/2023 sessment*	2	iscal Year 023/2024 ssessment*	2	iscal Year 024/2025 sessment*	2	iscal Year 2025/2026 ed Assessment*
O & M For Two Bedroom Units <u>Debt For Two Bedroom Units</u>	\$ \$	1,689.13 499.52	\$ \$	1,689.05 499.52	\$	1,821.22 499.52	\$ \$	1,821.19 499.52
Total For Two Bedroom Units	\$	2,188.65	\$	2,188.57	\$	2,320.74	\$	2,320.71
O & M For Three Bedroom Units <u>Debt For Three Bedroom Units</u>	\$ \$	1,689.13 684.28	\$ \$	1,689.05 684.28	\$ \$	1,821.22 684.28	\$ \$	1,821.19 684.28
Total For Three Bedroom Units	\$	2,373.41	\$	2,373.33	\$	2,505.50	\$	2,505.47

* 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
Three Bedroom Units	<u>291</u>
Total Units	402
Three Bedroom Information	
Three Bedroom Information Total Units	291
	291 <u>1</u>



March 24, 2025

Marsh Harbour Community Development District 1001 Marsh Harbour Drive Riviera Beach, Florida 33404 C/O Tara / Sylvia Bethel

SIDEWALK SAFETY EVALUATION

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

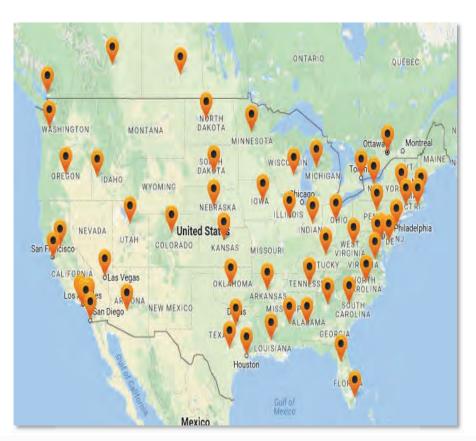


Florida Sidewalk Solutions Prepared by Adrien Brisson FloridaSidewalkSolutions.com Adrien@FloridaSidewalkSolutions.com

Cell #: 786-696-3530



WHO WE ARE



Florida Sidewalk Solutions (FSS) is an affiliate of Precision Concrete Cutting, the global leader in Sidewalk Asset Management. FSS has been servicing South Florida since 2005, utilizing six U.S. patents awarded for trip hazard removal, equipment and technique.

U.S. Pat. No. 6,827,074	U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606	U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644	U.S. Pat. No. 7,402,095

Florida Sidewalk Solutions assesses thousands of miles of sidewalk infrastructure each year for both cities and communities using our proprietary Geographical Information Systems Surveying Technology. This technology provides the insight and knowledge our clients need to make data driven, well-informed decisions about repairing their uneven sidewalk trip hazards.



OUR PROMISE TO YOU...

Florida Sidewalk Solutions

Proprietary and Patented Cutting Technology to repair trip hazards.



Our work is guaranteed to offer the following benefits:

- > Cost Savings Remove trip hazards at a fraction of the cost of other methods
- > ADA Compliance Approved and Compliant with ADA standards
- Mapping Services GPS mapping integrated with Google Earth Map
- Clean No mess left behind = Reduced resident complaints
- Safety Decrease liability on your pedestrian SIDEWALKs by increasing safety
- Low Impact Average removal time is less than 20 minutes per repair
- Minimum Disruption No sidewalk closures or incidental costs
- > Full-Service Contractor Sidewalk Maintenance Program and Consultation Services



BEFORE AND AFTER – LIABILITY REMOVED





GRINDING VS. SAW CUT TECHNOLOGY

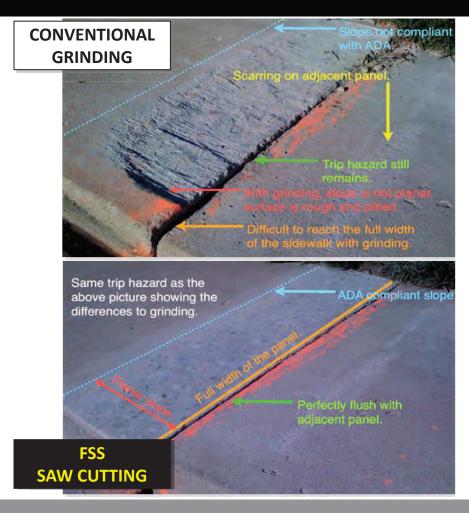
The biggest contrast between grinding and the Florida Sidewalk Solutions repair method is the quality, aesthetics, and ADA Compliance our patented saw-cutting offers.

Grinding Limitations:

- > Damages the concrete, breaks edges, knocks out aggregate
- > Looks rough, unfinished, and highlights the uneven scarring
- Does not meet ADA slope requirements

FSS Advantage:

- > Our finish is the **finest**
- > Our slope meets ADA specifications
- > Our sidewalks are the **safest**
- ➤ Our technique is the **fastest**
- > Our service is the **best**





Out of scope (replacement recommended)

Area Screenshot

Congress Ave

TRIP HAZARD REPAIR MAP

The information in this summary is confidential and proprietary. This document is exempt from release under the Freedom of Information Act and may not be distributed under any circumstances.

Comoress Ave



SIDEWALK SURVEY RESULTS

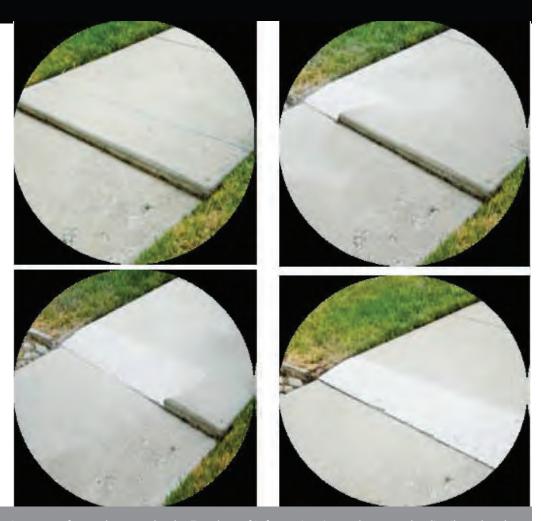
Complete Survey Results:

> Trip Hazards Listed: 114

> Repair Location: Marsh Harbor
Community Development District

> Trip Hazard Repair Quote: \$8,611.51

The above quote reflects a 10% discount detailed on the following page



March 24, 2025

Marsh Harbour Community Development District 1001 Marsh Harbour Drive Riviera Beach, Florida 33404 C/O Tara / Sylvia Bethel

DISCOUNT OPTION

Proposed Sidewalk Trip Hazards Corrections - 114

Repair Quote

\$9,568.35

Pricing valid 90-days

*Quick Approval Incentive Offer

\$8,611.51

10% Discount = \$956.84 Off
To approve by 04/30/2025

*QUICK APPROVAL DISCOUNT:

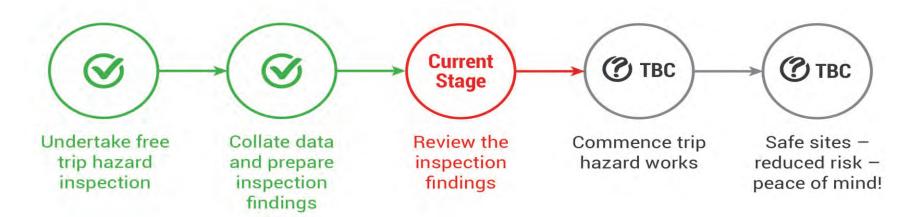
To take advantage of the \$956.84 SAVINGS approval must be received before April 30, 2025. This prompt permission to move forward will ensure the numbers on the ground on each trip hazard do not fade away.



WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made - Awaiting Approval





Florida Sidewalk Solutions

ABOUT OUR WORK:

- ➤ Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ➤ ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- > Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. This property has **three** locations that are beyond our scope of work and in need of replacement- **see red pinpoints on map**. Areas noted for replacement are recommendations only and are not included in this proposal. A list of replacement addresses / locations will be provided upon project approval. Replacements are the sole responsibility of the customer.
- Town of Davie Occupational license: #41998 /Broward County Occupational license: #329-30464
- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000 / Worker's Comp=\$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.



Notice to Proceed / Contract for Patented-Saw Cutting Trip Hazard Removal

THIS CONTRACT is made and entered into this 24th day of March 2025 by and between **Florida Sidewalk Solutions**, **LLC**, whose principal address is 7051 S.W. 22_{nd} Court, Davie, Florida 33317, and Marsh Harbour Community Development District, whose principal address is 1001 Marsh Harbour Drive Riviera Beach, FL 33404 (herein referred to as "**Property Owner**"). Property Owner has retained Florida Sidewalk Solutions to perform services at the property located at 1001 Marsh Harbour Drive Riviera Beach, FL 33404 (herein referred to as "**Project Location**").

1. DEFINITIONS

The following are the definitions of material terms used in this Contract:

- (a) "Trip Hazard" is an uneven condition at the juncture between concrete slabs of a sidewalk which is characterized by a vertical change of over 1/4 inch or more.
- (b) "Subterranean Conditions" are conditions below the ground's visible surface which can change the slope and levels of a sidewalk's concrete slabs. These conditions include but are not limited to tree roots and ground settling.

2. SCOPE OF WORK

Florida Sidewalk Solutions will remove 114 trip hazards at the Project Location. This task will be completed using a patented, ADA-compliant saw-cutting method. Please note this contract is based on an estimate completed on March 21, 2025. The customer acknowledges that said estimate was reviewed and approved and such, does not constitute the removal of every trip hazard on site.

Florida Sidewalk Solutions will cut trip hazards at a slope of 1 to 12 ratio. Florida Sidewalk Solutions will reduce these trip hazards to a "0" vertical height. The patented saw will cut completely across the sidewalk's edges leaving a uniform finish. Florida Sidewalk Solutions cannot cut next to any pavers. Our patented saw cutting method is a horizontal saw cutting method and cutting next to any type of pavers would be considered "out of the scope" of our work. Florida Sidewalk Solutions does not replace sidewalks. Any areas noted in our estimate for replacement are only recommendations and are the sole responsibility of the customer. Florida Sidewalk Solutions warrants this slope ratio and vertical height for a period of 90 days from the completion date.

3. PRICING

114 Cuts at the Total Cost of \$8,611.51 Initial Deposit due prior to commencement Is \$4,305.76 Balance Due at Completion of project is \$4,305.75

4. PAYMENT TERMS

Property Owner should make all checks payable to Florida Sidewalk Solutions, LLC.

Property Owner must pay the initial deposit prior to the start date. The Property Owner's remaining balance becomes due and owning thirty (30) days from the completion date. If the Property Owner fails to pay the remaining balance in full within thirty (30) days from the completion date, an additional 10% of the total contract price is added to the remaining balance. If the Property Owner fails to pay the remaining balance in full within sixty (60) days from the completion date, an additional 20% of the total contract price is added to the remaining balance.

5. LIABILITY

5.1 LIMITATION OF LIABILITY

Marsh Harbour Community Development District

FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE LIABLE FOR PROPERTY DAMAGES OR PERSONAL INJURY CAUSED BY (1) SUBTERRANEAN CONDITIONS OF THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.2 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY TRIP HAZARDS NOT LISTED ON ESTIMATE AND/OR INVOICE CUT SHEET.

5.3 INDEMNIFICATION

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY CONDITION(S) OF THE PROJECT LOCATION'S SIDEWALKS WHICH IS/ARE ARISING OUT OF (1) SUBTERRANEAN CONDITIONS AT THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.4 EFFECT OF TERMINATION: SURVIVAL

FLORIDA SIDEWALK SOLUTIONS AND PROPERTY OWNER EXPRESSLY AGREE THAT THE RESPECTIVE OBLIGATIONS AND DUTIES SET FOR IN SECTIONS 5.1 AND 5.2 SHALL SURVIVE FLORIDA'S SIDEWALK SOLUTIONS' COMPLETION OF WORK AND THE TERMINATION OR EARLY TERMINATION OF THIS CONTRACT.

6. WEATHER CONDITIONS

FLORIDA SIDEWALK SOLUTIONS IS UNABLE TO WORK IN RAINY CONDITIONS OR WHEN THERE IS WET CONCRETE BECAUSE ITS WORK REQUIRES GENERATORS. FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE RESPONSIBLE FOR OR LIABLE IN ANY WAY FOR DELAYS RESULTING FROM AN ACT OF GOD OR WEATHER CONDITION OUTSIDE OF ITS CONTROL.

7. BINDING EFFECT

This Contract shall be binding upon, and inures to the benefit of, the parties to this Contract and their respective successors and assigns.

8. ATTORNEY'S FEES

If any action in law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

Florida Sidewalk Solutions	Property Owner
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Marsh Harbour Community Development District	Page 2 of 2

Statewide Grading, LLC 14954 78th Place N Loxahatchee, FL 33470

Date: 04/03/2025

Attn:

Marsh Harbor CDD

Project Name: Marsh Harbor Scope of Work: Sidewalk Repairs

		Qty	Unit	Rate	Total
1	Mobilization	1	EA	\$ 2,000.00	\$ 2,000.00
2	Grinding Sidewalk - 101 Locations	101	EA	\$ 90.00	\$ 9,090.00
3	Installing Dome ADA Mats	5	EA	\$ 850.00	\$ 4,250.00
4	Remove & Replace Broken Sidewalk	465	SF	\$ 25.00	\$ 11,625.00

TOTAL:

\$ 24,965.00

Note: Any additional quantites exceeding the quantity shown above will be invoiced separately.

Exclusions: Permits, Testing, Staking, Layout, Adjusting or Relocating Existing Utilities, Irrigation, Unsuitable Soils, Import Fill, Sod, Tree Root Cutting



Estimate

2504-0314-1793 2025-04-03

Saffold Paving Inc. 2915 E Tamarind Ave West Palm Beach FL 33407 Ezra@saffoldpaving.com (561) 469-6513 Sylvia Bethel 1000 Marsh Harbor Dr Riviera Beach FL 33404 sbethel@sdsinc.org (561) 630-4922

Marsh Harbor CDD 1000 Marsh Harbor Dr, Riviera Beach, FL, 33404

DescriptionUnit PriceQuantityTotalAsphalt Overlay-Paving\$40,412.501.00\$40,412.50

Saffold Paving Proposes: to furnish all labor, materials, and equipment to perform the following services:

- 1. Barricade and secure all work areas
- 2. Demo & Haul away 150 each concrete sections
- 3. Cut and remove protruding roots from the same areas
- 4. Hand grade and compact areas of replacement concrete sections
- 5. Supply and install form boards to match the existing sidewalk
- 6. Supply, place, and finish concrete sections with 2500 psi concrete with fibers (Apply broom finish to new concrete)
- 7. Backfill both sides of the walkway
- 8. Identify sprinklers that are in conflict and repair those that are damaged as a result of our scope
- 9. Install & supply a strip of grass on both sides of the newly installed concrete sections
- 10. Clean & remove all construction debris from work areas
- 11. Grind the minimal area not affected by root damage. Total 10 areas

Total \$40,412.50

Compensation. Client shall pay as set forth below. Price is subject to change, with customer's approval.

PAYMENT TERMS:

Upon acceptance of this Proposal, a fifty percent **(50%) deposit of total price will be due** 40% Due after completion of the project. 10% Due after owner's final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

A signed proposal and deposit are required prior to scheduling services. **GENERAL TERMS AND CONDITIONS:**

- 1. It is understood and agreed that all work is performed "weather permitting".
- 2. This proposal is based on work being completed during the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays and weekends.
- 3. Any vehicles left in the construction area at the commencement of the work will be relocated on-site and billed to the Owner/Authorized Agent. Towing fees, if necessary, are billed as actual.
- 4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward will be \$250. This proposal does not include the cost of permit fees, inspection fees, or impact fees which may be required from the various agencies or municipalities having jurisdiction. If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting, and fines are the responsibility of the Owner/Authorized Agent.
- 5. Change orders, additions, or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
- 6. Ninety percent (90%) of the contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
- 7. Cannot guarantee seal coat longevity where there is standing water. Existing water ponding may still persist, as a result of existing sub-base slopes. Tire turning marks will be visible at first, but will disappear
- 8. Additional mobilization(s) are to be billed at \$1,500 each. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
- 9. Conflicts with irrigation, electrical, and utilities are to be repaired by owners at their expense
- 10. Saffold Paving, Inc. will not be responsible for trafficking, paint cracking or damage to cars or persons trespassing in designated construction areas.
- 11. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.

- 12. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Saffold Paving, Inc. and the financially responsible company for which the work will be performed.
- 13. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs, and all related costs incurred until such dispute is settled.
- 14. Saffold Paving, Inc. will add a 1.5% finance charge to any unpaid invoice past due (30) thirty days.
- 15. Payments made by credit card will incur a 3.5% charge of the total price.
- 16. No warranties are honored unless payment is made in full.
- 17. Warranty is for a period of one (1) year from the date of project completion.

Signature	Date	
J. 9		

We thank you for the opportunity to submit this Proposal and trust we will be able to successfully perform services described.

Please sign above if in agreement with terms. Saffold Paving.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. After execution of this Proposal, this document becomes a contract and authorization is provided for services as specified to be performed. This proposal may be withdrawn by us if not accepted in thirty (30) days.



Estimate

2504-0314-1793 2025-05-05

Saffold Paving Inc. 2915 E Tamarind Ave West Palm Beach FL 33407 Ezra@saffoldpaving.com (561) 469-6513 Sylvia Bethel 1000 Marsh Harbor Dr Riviera Beach FL 33404 sbethel@sdsinc.org (561) 630-4922

Marsh Harbor CDD 1000 Marsh Harbor Dr, Riviera Beach, FL, 33404

Description	Unit Price	Quantity	Total
Concrete sidewalk repair and Replace Saffold Paving Proposes: to furnish all labor, materials, and equipment to perform the following services: 1. Barricade and secure all work areas 2. Demo & Haul away 10 each concrete sections 3. Cut and remove protruding roots from the same areas 4. Grind the areas that pose a tripping hazard. Total 100 misc. areas 5. Hand grade and compact areas of replacement concrete sections 6. Supply and install form boards to match the existing sidewalk 7. Supply, place, and finish concrete sections with 2500 psi concrete with fibers - (Apply	\$23,800.00	1.00	\$23,800.00
broom finish to new concrete)			

Total \$23,800.00

Compensation. Client shall pay as set forth below. Price is subject to change, with customer's approval.

PAYMENT TERMS:

work areas.

8. Backfill both sides of the walkway

9. Install & supply a strip of grass on both sides of the newly installed concrete sections 10. Clean & remove all construction debris from

Upon acceptance of this Proposal, a fifty percent **(50%) deposit of total price will be due** 40% Due after completion of the project. 10% Due after owner's final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

A signed proposal and deposit are required prior to scheduling services. **GENERAL TERMS AND CONDITIONS:**

- 1. It is understood and agreed that all work is performed "weather permitting".
- 2. This proposal is based on work being completed during the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays and weekends.
- 3. Any vehicles left in the construction area at the commencement of the work will be relocated on-site and billed to the Owner/Authorized Agent. Towing fees, if necessary, are billed as actual.
- 4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward will be \$250. This proposal does not include the cost of permit fees, inspection fees, or impact fees which may be required from the various agencies or municipalities having jurisdiction. If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting, and fines are the responsibility of the Owner/Authorized Agent.
- 5. Change orders, additions, or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
- 6. Ninety percent (90%) of the contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
- 7. Cannot guarantee seal coat longevity where there is standing water. Existing water ponding may still persist, as a result of existing sub-base slopes. Tire turning marks will be visible at first, but will disappear
- 8. Additional mobilization(s) are to be billed at \$1,500 each. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
- 9. Conflicts with irrigation, electrical, and utilities are to be repaired by owners at their expense
- 10. Saffold Paving, Inc. will not be responsible for trafficking, paint cracking or damage to cars or persons trespassing in designated construction areas.
- 11. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
- 12. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Saffold Paving, Inc. and the financially responsible company for which the work will be performed.

- 13. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs, and all related costs incurred until such dispute is settled.
- 14. Saffold Paving, Inc. will add a 1.5% finance charge to any unpaid invoice past due (30) thirty days.
- 15. Payments made by credit card will incur a 3.5% charge of the total price.
- 16. No warranties are honored unless payment is made in full.
- 17. Warranty is for a period of one (1) year from the date of project completion.

Signature	Date	

We thank you for the opportunity to submit this Proposal and trust we will be able to successfully perform services described.

Please sign above if in agreement with terms. Saffold Paving.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. After execution of this Proposal, this document becomes a contract and authorization is provided for services as specified to be performed. This proposal may be withdrawn by us if not accepted in thirty (30) days.

RESOLUTION NO. 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Marsh Harbour Community Development District ("District") to establish a regular meeting schedule for fiscal year 2025/2026; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2025/2026 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2025/2026 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 16th day of May, 2025.

ATTEST:	MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT			
By:	By:			
Secretary/Assistant Secretary	Chairperson/Vice Chairperson			

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 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 17, 2025 November 21, 2025 December 19, 2025 January 09, 2026 February 20, 2026 March 20, 2026 April 17, 2026 May 15, 2026 June 12, 2026 July 17, 2026 August 21, 2026 September 18, 2026

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

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

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

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

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

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

www.marshharbourcdd.org

PUBLISH: PALM BEACH POST 10/06/23

INVOICE

Russ Total Lawn Maintenance 1731 Avenue F Riviera Beach, FL 33404

john_a_russ@yahoo.com +1 (561) 319-7110



Bill to

Marsh Harbour Community Development

District

Ship to

Marsh Harbour Community Development

District

Invoice details

Invoice no.: 2268

Invoice date: 04/24/2025 Due date: 05/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Irrigation Repair	Replace a ESP LXME irrigation clock	1	\$2,450.00	\$2,450.00

Ways to pay













View and pay

\$2,450.00 Total