

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN THE MARGATE
COMMUNITY REDEVELOPMENT AGENCY AND M & M LAWN CARE, LLC**

THIS FIFTH AMENDMENT is hereby made to the Agreement by and between the Margate Community Redevelopment Agency ("MCRA") and M & M Lawn Care, LLC. ("Contractor"), with an effective date of February 19, 2019, (the "Original Agreement") for routine maintenance of bus shelters, and provides as follows:

WHEREAS, the MCRA and Contractor entered into the Original Agreement for maintenance of bus shelters on February 19, 2019; and

WHEREAS, on May 12, 2021, the MCRA and Contractor agreed to renew the Original Agreement for two consecutive terms and to amend the Scope of Services to include the Contractor's obligation to maintain the MCRA property located at 891 North State Road 7 (the "First Amendment"); and

WHEREAS, on September 9, 2021, the MCRA and Contractor agreed to amend the Original Agreement, as amended, to provide for Contractor to maintain the MCRA's property located on the west side of Banks Road adjacent to City of Margate owned property at 1695 Banks Road, Margate, Florida (the "Second Amendment"); and

WHEREAS, on May 11, 2022, the MCRA and Contractor agreed to amend the Original Agreement to provide for the Contractor to maintain the MCRA's property located at 6030 N.W. 9th Street, Margate, Florida (the "Third Amendment"); and

WHEREAS, on or about February 24, 2023, the MCRA Executive Director and Contractor agreed to extend the current term for a period up to, and including, September 30, 2026; and

WHEREAS, on July 6, 2023, the MCRA and Contractor agreed to amend the Original Agreement to provide for an additional day of service for the Contractor to service the MCRA's bus shelters, and for the MCRA to pay the Contractor for an additional day of service each week (the "Fourth Amendment"); and

WHEREAS, in order to maintain the appearance of the grounds of four properties recently acquired by the MCRA, the MCRA and Contractor desire to further amend the Original Agreement to provide for landscaping services on a short term "as needed" basis effective immediately until demolition work has been completed at each respective site location. The four property locations are: 1100 North State Road 7; 5915 Park Drive; 5713 Park Drive; and 6012 NW 9th Court (the "Fifth Amendment").

NOW, THEREFORE, for good and valuable consideration as contained herein, the MCRA and the Contractor agree as follows:

1. The Scope of Services to be furnished by Contractor, as provided in Section 2.1 of the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall be further amended to include the additional services described in Exhibit "A," which is attached hereto, and incorporated herein by reference.

2. In consideration of the Contractor providing the additional services, the MCRA and Contractor agree to amend Section 4.1 of the Original Agreement to provide for the MCRA to pay the Contractor an amount not to exceed Five Thousand Two Hundred and 00/100 Dollars (\$5,200.00) for the "as needed" landscape services at the following four MCRA properties from the date of amendment execution until December 31, 2025: 1100 North State Road 7; 5915 Park Drive; 5713 Park Drive; and 6012 NW 9th Court, Margate, Florida..

3. All other provisions set forth in the Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall remain in full force and effect except as amended by this Fifth Amendment.

4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, the Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have made an executed this Fifth Amendment on the respective dates under each signature; The Margate Community Redevelopment Agency through its Board signing by and through the Chairman, authorized to execute same by the MCRA Board and M & M Lawn Care, LLC signing by and through its duly authorized representative to execute same.

Anthony N. Caggiano, MCRA Chair

Date

Mickel Myers, M & M Lawn Care, LLC

Date

M&M Lawn Care LLC

+19546052474

floridamatador23@gmail.com

Estimate

ADDRESSMargate Community
Redevelopment Agency**ESTIMATE # 1362****DATE 08/18/2025**

ACTIVITY	QTY	RATE	AMOUNT
Property Upkeep Cut, Trim, Edge	1	95.00	95.00

5713 Park Dr (1&2

SUBTOTAL	95.00
TAX	0.00
TOTAL	\$95.00

Accepted By

Accepted Date

M&M Lawn Care LLC

+19546052474

floridamatador23@gmail.com

Estimate

ADDRESS

Margate Community
Redevelopment Agency

ESTIMATE # 1363

DATE 08/18/2025

ACTIVITY

QTY

RATE

AMOUNT

Property Upkeep
Cut, Trim, Edge

1

75.00

75.00

5915 Park Dr (Motion Elevator)

SUBTOTAL

75.00

TAX

0.00

TOTAL

\$75.00

Accepted By

Accepted Date

M&M Lawn Care LLC

+19546052474
floridamatador23@gmail.com

Estimate

ADDRESS
Margate Community
Redevelopment Agency

ESTIMATE # 1361
DATE 08/18/2025

ACTIVITY	QTY	RATE	AMOUNT
Property Upkeep Cut,Trim,Edge (Turf/Hedges)	1	150.00	150.00

1100 SR 7 "Country Haven"	SUBTOTAL	150.00
Vendor Will Provide All Materials Needed To Complete Project	TAX	0.00
	TOTAL	\$150.00

Accepted By Accepted Date

ARTICLE 3: SCOPE OF SERVICES

3.2 MOWING SPECIFICS:

- (a) Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
- (b) All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.
- (c) All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
- (d) All mower blades are to be sharp enough to cut, rather than to tear grass blades.
- (e) All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- (f) Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- (g) Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a stormwater inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Grass clippings, leaves or any other debris shall be removed and not blown towards the road. Failure to follow these requirements may result in termination of the Agreement.
- (h) Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting.
- (i) Grass shall not be mowed lower than two (2) inches in height. Cut heights are recommended to be set to **NOT** remove more than one-third (1/3) of the blade height, with an average maintained height of three (3) to four (4) inches.
- (j) Excess clippings shall be spread out or removed as appropriate from right-of-way turf areas when they cause an unsightly appearance as determined by the MCRA or may restrict the regeneration of the turf below. Under no circumstances are excess clippings to be placed on, near or in a catch basin or water body.

3.3 MOWING FREQUENCIES:

- (a) Grass shall be mowed 32 times annually. The mowing schedule shall be set by MCRA to coincide with events and other scheduled activities.

3.4 TRIMMING AND EDGING:

(a) Trimming: Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by fish line cutting (hand or hand powered shears or rotary nylon machines). Grass will be trimmed at the same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

(b) Edging: Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by MCRA designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Chemical edging shall not be used unless approved by MCRA. Any use of chemical edging will be considered by MCRA on a case by case basis.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces during or as an immediate operation following the mowing.

3.5 TRIMMING AND EDGING FREQUENCIES:

(a) Level 1 (St. Augustine): Edging and trimming to be done every time area is mowed.

(b) Level 2 (Bahia): Edging and trimming is to be done every other time area is mowed.

3.6 WEED CONTROL - LANDSCAPE MAINTENANCE WEED CONTROL:

(a) Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from shrub, hedge, ground cover or flower beds on the same frequency as edging and trimming as stated in section 3.5 of this Agreement.

(b) Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines and cement noses of concrete medians with every mowing.

(c) Contractor may use contact herbicides for killing spots of weeds in St. Augustine grasses, with written permission.