

MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 661

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND M & M LAWN SERVICES, LLC FOR THE INCLUSION OF ADDITIONAL MAINTENANCE SERVICES; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency ("MCRA") hereby approves the amendment to the Agreement between the MCRA and M & M Lawn Care Services, LLC for routine maintenance of bus shelters, to provide for additional maintenance services for the MCRA property located at 891 North State Road 7, Margate, Florida, a copy of which is attached as Exhibit "A."

SECTION 2: That the Chair is hereby authorized and directed to execute said Amendment on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 2: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 12<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Chair Tommy Ruzzano

RECORD OF VOTE

Simone	<u>YES</u>
Arserio	<u>ABSENT</u>
Schwartz	<u>YES</u>
Caggiano	<u>YES</u>
Ruzzano	<u>YES</u>

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

THIS 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, the MCRA and Contractor previously agreed to renew the Original Agreement for two consecutive terms, up to and including February 28, 2022; and

WHEREAS, the MCRA owns property located at 891 N. State Road 7, Margate, Florida, which is currently being maintained by the Contractor; and

WHEREAS, to simplify recordkeeping and payment processing, the MCRA and Contractor desire to enter into this Amendment to the Original Agreement in order to amend the Scope of Services in the Original Agreement to include the Contractor's obligation to maintain the MCRA's property located at 891 N. State Road 7, Margate, Florida.

NOW, THEREFORE, for goods 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, shall be amended to include the additional services described in Exhibit "A," which is attached hereto, and incorporated herein by reference.
2. All other provisions set forth in the Agreement with an effective date of February 19, 2019, shall remain in full force and effect except as provided herein.

IN WITNESS WHEREOF, the parties have made an executed 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.

  
\_\_\_\_\_  
Tommy Ruzzano, MCRA Chair

5-12-2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mickel Myers, M & M Lawn Care, LLC

5-6-2021  
\_\_\_\_\_  
Date

**M&M Lawn Care LLC**

+1 9546052474

floridamatador23@gmail.com

## Estimate

**ADDRESS**

Margate Community  
Redevelopment Agency

**ESTIMATE # 1150**

**DATE 04/27/2020**

ACTIVITY	QTY	RATE	AMOUNT
<b>Lawn Maintenance</b> 27 Cuts per year 4 Hedge Trimmings	12	160.00	1,920.00
891 North SR 7 Scope and Specs Please See Attachment			<b>TOTAL</b>
			<b>\$1,920.00</b>

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 between 27 cuts to 41 cuts annually as indicated below:

Map Areas	Mowing Frequency
1 through 6	Should be mowed every 10 days for the months of April – October and every 21 days the months of November – March. Not to exceed 27 cuts per year.
13 through 15	
17 through 18	