

BOCA LAKES CONDOMINIUM ASSOCIATION, INC.
BOARD OF DIRECTORS MEETING

AGENDA

DATE: TUESDAY, MAY 27 2025

PLACE: BOCA LAKES CLUBHOUSE

TIME: 6:00P.M.

1. CALL MEETING TO ORDER:
2. ROLL CALL / ESTABLISH QUORUM:
3. APPROVAL OF MAY 22, 2025 MEETING MINUTES:
4. 2025 INSURANCE REVIEW – GUEST SPEAKER MATT REEDY WITH PLASTRIDGE INSURANCE:
5. APPROVAL OF 2025 INSURANCE PACKAGE AND FINANCING:
6. APPROVAL OF M&P LANDSCAPING CONTRACT:
7. ADJOURNMENT

Boca Lakes
Condominium
Association
Landscape & Irrigation
Maintenance Contract

This agreement is made the _____ day of _____ 2025, between the Boca Lakes Condominium Association of 8768 Chevy Chase Drive, Boca Raton, FL 33433, of the one part (hereinafter called "the Association") and M & P Services of 9465 153rd Road South, Delray Beach, FL 33446 of the other part (hereinafter called "the Contractor")

Whereas the parties are desirous of entering into an agreement for the maintenance of the existing landscape and irrigation system at Boca Lakes Condominium Association in Boca Raton, Florida this agreement provides:

A. General

1. It is this contractor's responsibility to do all the things reasonably deemed necessary or desirable to execute the proper landscape and irrigation maintenance of all areas controlled by Boca Lakes Condominium Association, subject to the jurisdiction of the Association as specifically set forth in this contract.

2. Provide all labor, materials and contractors services necessary for the execution of site landscape maintenance work for existing and improved systems components for all areas controlled by Boca Lakes Condominium Association including the following:

- A. Mowing of all turf on lawn and grass areas, on both common and residential grounds.
- B. Edging and plant bed trimming
- C. Palm trimming up to 8 feet above grade and tree trimming of hardwoods up to a height of 8 feet above grade, nuisance branches only
- D. Clean and remove all excess lawn clippings and debris from association property after services provided
- E. Spraying of weeds in front and back of units
- F. Irrigation system maintenance (August 1,2025 – December 31,2025)
- G. Trimming of all grass areas

3. Provide a senior management person to attend Landscape Committee meetings on a quarterly basis if required. Additional attendance may be required if circumstances dictate.

4. Be responsible for all damage caused by equipment or employees. All damage or repairs shall be done in an agreed to timely manner with no charge to Boca Lakes Condominium Association.

5. Obtain all necessary licenses, permits, and approvals for all work done on Boca Lakes Condominium Association property and carry liability, workman's compensation and other insurances as required. Such licenses etc. shall be made available to Boca Lakes Condominium Association.

6. Additional plantings shall be made with knowledge and input of irrigation maintenance to assure that it will have no negative impact on the existing system.

7. This Contractor shall take such actions to comply with local, state, and federal rules and regulations in the execution and terms and conditions of this contract. If changes, whether additions or other alterations directly affect correct operation, such as variances and cost thereof shall be the responsibility of the association.

8. Work orders to be emailed to mpserv150@aol.com

9. All management supervisory and field personnel will be dressed in a neat manner at all times which will require a tee shirt.

10. Waste material generated from this Contractor shall not be permitted to be placed in Association dumpsters.

B. WORK NOT INCLUDED

1. Exclusions for pesticide treatment include:

- A. White footed ants
- B. Carpenter ants
- C. Honey bees
- D. Flying insects such as mosquitoes, fleas, termites, etc.
- E. Rodents such as rats and mice, etc.
- F. Exotic pests such as Lobate Lac Scale.
- G. Ficus Whitefly
- H. Ganoderma
- I. Sugarcane Mosaic Virus

2. Material exclusions for the irrigation system include:
 - A. All irrigation heads
 - B. PVC piping 2 inches and over.
 - C. Time clocks
 - D. Hydro-indexing valves
 - E. Solenoids
 - F. Sectional gate valves
 - G. Check valves
 - H. Holding tanks
 - I. Pump and motor assemblies
 - J. Electrical wiring
 - K. disconnects
 - L. All associated expense to purchase, install, or repair existing pump and motor.
 - M. Pressure reduction valves

3. All additional expenses incurred at the request of the Association for whitefly treatment, cleaning of loose trash, loose debris, trash removal and labor involved by storm damage, such as hurricane, tornadoes, or other acts of nature shall be billable to the association as an additional charge to this contract.

C. MOWING

1. All lawns and common ground grass areas will be cut down to the exposed water line of the lakes.
2. Grass will be a maximum of 3½-4 inches in height after cutting.
3. Mower blades will be sharp to provide a quality cut.
4. The community shall be protected against an accidental gasoline or other toxic spill. If a spill occurs, it shall be cleaned immediately and the turf restored to its original condition.
5. Shielding or other methods shall be provided on mowers so as not to have the mower throw a projectile of any kind toward a resident.
6. Mowing, and edging shall be done 30 times per year according to the following general schedule:
 - A. January, February, March, April, November and December- 2 times per month.
 - B. May, June, July, August, September and October – 3 times per month
7. Mowing shall take a maximum of three days.
8. No clippings or other debris shall be discharged into the lake.

D. EDGING AND PLANT TRIMMING

1. Trim all grass areas around each building, trees, and other obstacles encountered each time mowing is done.
2. Edging shall be done at all roadways, island medians, and parking areas each time mowing is done.
3. Trim hedges, weed and edge flower beds 6 times per year. Hedges taller than 6 feet shall be trimmed quarterly. Grounds divided into West & East sides each side to be trimmed every other month, perimeter to water line, applies to perimeter hedge only.

E. TREE AND PALM TRIMMING

1. Remove all dead fronds lying on ground.
2. Remove dead or dying fronds, seed pods, and fronds touching roofs that can be reached with a pole saw on clean up.

F. CLEANING AND DISPOSAL OF LAWN CLIPPINGS AND DEBRIS.

1. Blow off all lawn clipping after each mowing and trimming along walkways, driveways, and roadways.
2. Clipping shall not be swept, blown, or otherwise disposed of into sanitary sewers.
3. No grass clippings or cuttings shall be blown toward or into any home or lakes.

G. SPRAYING FOR WEEDS

1. Weeds in sidewalk and driveway cracks on all property, including utility boxes, shall be sprayed monthly.
2. A weed preventative shall be used to control weed growth monthly in all areas.
3. Application of these chemicals shall be done when wind drift is negligible.

H. FERTILIZATION OF TREES AND SHRUBS

1. Mature palms will be fertilized at a rate of ½ pound per two feet in height up to 15 pounds. Palms under 8 feet in height will receive 2-5 lbs. per application one time per year.
2. Nutrient deficiencies and palm maladies shall be treated with supplemental applications of specific nutrients according to the University of Florida Cooperative Extension recommendations.

I. IRRIGATION SYSTEM

1. The purpose of the irrigation system is to deliver an even distribution of water to all landscape areas of trees, grass, and shrubs under community control with water supplied from lakes. The community shall be divided into zones, each controlled by a timer.

2. Contractor shall inspect and manually test all zones in the irrigation system. A "wet" check shall be made of all zones on a monthly basis. Reset timers as necessary. Minor adjustments and repairs such as head cleaning, flushing pipes, head filter cleaning, and small leaks, etc. shall be made by this contractor at no cost to the association except for parts.

3. Report to property manager any inadequate or excessive irrigation or drainage problems or any necessary repairs beyond the scope, listed above, and may not be made without the written approval of the association. Contractor shall respond to malfunctions once recognized or reported.

4. Reset clock timing of zones required to increase or decrease amount of water as a result of seasonal changes. Make all routine changes.

5. Completely maintain the system as it exists and may be improved or altered from time to time. Provide an irrigation employee to perform irrigation system maintenance and repair. If delays are expected, the board shall be notified. Pump station repairs to be made by others.

6. All PVC piping 2 inches and under will be provided at no charge to the association.

7. All work shall be done in accordance with water restrictions imposed by the water district or state.

K. PERSONNEL ASSIGNMENT

1. Assign a separate crew to trim tall hedges four times per year.

2. Assign a separate crew for mowing purposes 30 times per year as indicated in paragraph C above.

3. Assign separately one person to perform irrigation system repair and maintenance.

L. LEGAL

4. The Association agrees not to solicit and/or attempt to hire employees of this contractor for a period of 18 months from the formal termination or non-renewal of this contract. Conversely, this Contractor, or any of its sub-contractors, shall not hire any member of the Board of Directors while sitting on the board of directors.

5. This Contractor does not have the authority to enter into contracts involving _____ without receiving approval of the Board of Directors or for such individuals as the Board of Directors may specifically authorize in writing, except for emergency repairs involving immediate danger to life, property or the preservation and safety to persons residing within the Association grounds.

6. This Contractor shall be liable for any and all injuries or death of any employees arising out of executing landscaping operations and to the extent that said damage or death are shown to be caused by the active, direct negligence of crews and other employees of the Contractor.

7. Both parties agree to resolve disagreement and/or differences with and/or arising out of execution of this contract through binding arbitration in lieu of litigation. The prevailing party shall be entitled to reasonable attorney fees.

8. The Association and the Contractor have the right to terminate this contract, with or without cause, upon thirty [30] days' notice after the first ninety [90] days. Such notice must be delivered via certified mail, return requested, which will determine the exact termination date upon receipt.

Both parties recognize that the association Board of Directors has the authority to act in this matter.

9. If the Association should for any reason, cease to exist as a corporate entity, this contract will be discharged, all obligations of both parties cease and neither party will have any further liability to the other.

TERM OF CONTRACT

1. This contract shall commence on May 1st 2025 and terminate on December 31st 2025.

M.CONTRACT PRICING:

1. The cost of Landscape Services shall be \$110,400.00. The fee shall be payable in 16 bi-monthly installments of \$6,900.00 on the first and fifteenth business day of each month during the term of this contract. The cost of Irrigation maintenance shall be \$6,000.00 for 08/01/2025-12/31/2025 and shall be payable in 10 bi-monthly installments of \$600.00 on the first and fifteenth business day of each month during the term of this contract.

2. The Association agrees to pay monthly, upon receipt of an invoice, with supporting documentation, all unusual expenses incurred by the contractor which are requested by the association. Unusual expenses are those defined as resulting from those services not specifically included as part of this agreement and as authorized by the Board of Directors.

3. Requests for additional work not included in the scope of this contract will be considered individually and may be awarded to other contractors after receiving competitive bids. The Contractor shall not engage any sub-contractor to perform services in the community without prior written approval of the Board and presentation of a valid certificate of Insurance from the proposed sub-contractor.

4. This agreement is binding upon and inure to the benefits of both parties hereto and their respective successors, representatives, and assigns.

5. All notices required shall be in writing and shall be effective when deposited in the United States with correct postage for certified mail Return receipt requested and addressed.

6. The association will permit M&P Services to leave a golf cart on their premises by the East Pump House.

If to the association:

Boca Lakes Condominium Association

8768 Chevy Chase Drive, Boca Raton, FL 33433

Attn: President of Board of Directors

If to the contractor:

M & P Services

9465153 Road South Delray

Beach, Fl. 33446 Attn: Mark

Travis

This agreement is entered into this _____ day of _____ 2025.

By and between this contractor and Boca Lakes Condominium Association. A Florida not for profit corporation [association] chartered for the purposes of management, administration, and operation of their association, established by their declaration heretofore recorded in the public records of Palm Beach County, Florida.

President of Boca Lakes Condominium Association

M&P Services

By:

President