Montecito Community Development District

Meeting Agenda

February 27, 2023

AGENDA

Montecito
Community Development District
www.MontecitoCDD.com

February 20, 2023

Board of Supervisors
Montecito Community Development District

Dear Board Members:

The Montecito Community Development District Board of Supervisors Meeting is scheduled for **Monday, February 27, 2023 at 9:30 a.m. at Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.** Following is the agenda for the meeting:

I. Roll Call

II. Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)

III. Approval of Consent Agenda

   a. Minutes of the December 7, 2023, Board of Supervisors Meeting and the December 7, 2023, Audit Committee Meeting
   b. Minutes of the January 23, 2023, Board of Supervisors Meeting
   c. Balance Sheet and Income Statement
   d. Assessment Receipts Schedule
   e. Check Register

IV. Discussion and Consideration of Appointing a Candidate to the Unexpired Term of Seat 3 as an Assistant Secretary with Term ending November 2024

   a. Karen Connor
   b. Doug Glass
   c. Nick Lynch
   d. Mark Nehiba
   e. Eric Smith
   f. Other Candidates

V. Administering of the Oath of Office

   a. Resolution 2023-05, Electing Assistant Secretary and Removal and Appointment of Treasurer
   b. Sunshine Law & Commission on Ethics
   c. Forms 1, 1X, 1F, 8B

VI. Staff Reports

   a. District Counsel

b. District Engineer

c. District Manager

i. Action Item Tracker

ii. Discussion/Consideration to Authorize the Following Spending Authorities to Preserve and Protect District Assets/Infrastructure

1. Onsite General Manager - $5,000 for repair Items, 3 Proposals Desired $1,500 or less waive 3 proposal Requirement

2. District Manager with Chair's Approval – for any Critical and Emergency Purchases/Repairs Above $15,000 to be Ratified by Board at Subsequent Meeting

a. Must Notify the Board Within 24 Hours of any Emergency Purchases/Repairs

3. Authorize District Counsel to Draft the Policy

d. Landscape and Irrigation Reports

i. Insight Irrigation

ii. ProGreen

VII. Business Items

a. Guest Presentations for General Maintenance and Janitorial Service

i. Vesta Property Services

ii. Leland Management

b. Items for Board Consideration

i. ProGreen – Mapping Proposal - NTE $10,000

ii. ProGreen – Sod Replacement Proposal - $2,375

iii. Coverall – Annual Janitorial Services Proposal - $7,800

iv. BCLMR – District Counsel Fee Adjustment Letter

c. Discussion Items

i. Discussion of Cost Share Arrangement for Asbuilts

VIII. Other Business

IX. Supervisor Requests

X. Audience Comments

XI. Next Scheduled Meeting – Budget Workshop – March 1, 2023, at 9:30 AM at the Montecito Beach Club

XII. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

SECTION III

SECTION A

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on **Wednesday, December 7, 2022** at 5:00 p.m. at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum:

Catherine LeCesne	Chair
Ed Henson	Vice Chair
Tanja Glynn	Assistant Secretary
Eric Smith	Assistant Secretary
Richard Wellman	Assistant Secretary

Also present were:

Jeremy LeBrun	GMS
Andy Hatton	GMS
Michael Pawelczyk	District Counsel
Tina Campbell	Amenity Manager
Residents	

The following is a summary of the discussions and actions taken at the December 7, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order at 5:18 p.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. LeBrun opened the public comment period. Mr. Mario Cafiero of 229 Montecito Drive addressed the failure of the irrigation system, whether a proposal was approved, the estimated date of completion and plan for restoration of residential property. Mr. Todd Torres of 688 Monterey

Drive agreed but was frustrated there was no money to replace the sod and felt that the CDD was responsible for providing irrigation to their lot.

THIRD ORDER OF BUSINESS Organizational Matters

A. Oath of Office to Newly Elected Supervisor

Mr. LeBrun stated that Mr. Richard Wellman was sworn in prior to last week's workshop and Ms. Glynn was sworn in prior to this meeting. Mr. Pawelczyk reminded the Board to not speak with other Board Members about business that could come before the Board outside of a Board meeting. This also applied to social media such as Facebook as any posts could be construed as communication and a violation of the Sunshine Law, if another Board Member read it outside of a meeting. If there was a specific post, the Board Member should review it and bring it to the Board or the District Manager to address because if a Board Member responded to a comment, it would become a public record.

B. Election of Officers

Mr. LeBrun explained that after each election, the Board was required to elect a Chairman, Vice Chairman and the remaining Board Members and staff at GMS as Assistant Secretaries. Mr. George Flint was Secretary, he was Assistant Secretary and Treasurer and Ms. Katie Costa was Assistant Treasurer for check signing purposes. Mr. Smith nominated Ms. LeCesne as Chair and Mr. Henson as Vice Chair and Ms. Glynn seconded the nomination.

On MOTION by Mr. Smith seconded by Ms. Glynn with all in favor electing Ms. Catherine LeCesne as Chair and Mr. Ed Henson as Vice Chair was approved.

Ms. Gregory nominated Mr. LaRue as Vice Chair and Mr. Clark seconded the nomination.

C. Consideration of Resolution 2023-03 Electing Officers

> On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor the election of Ms. Catherine LeCesne as Chair, Mr. Ed Henson as Vice Chair, Mr. George Flint as Secretary, Mr. Eric Smith, Ms. Tanja Glynn and Mr. Richard Wellman as Assistant Secretaries, Mr. Jeremy LeBrun as Assistant Secretary and Treasurer and Ms. Katie Costa as Assistant Treasurer as evidenced by Resolution 2023-03 was adopted.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the October 24, 2022 Board of Supervisors Meeting and of the October 24, 2022 Audit Committee Meeting**

> On MOTION by Mr. Smith seconded by Ms. Glynn with all in favor the Minutes of the October 24, 2022 Board of Supervisors and Audit Committee Meetings were approved as presented.

FIFTH ORDER OF BUSINESS **New Business Items**

A. Acceptance of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2022

Mr. LeBrun recalled that the Audit Committee was held earlier and the Board ranked Grau & Associates as the number one ranked auditor.

> On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor accepting the ranking of the Audit Committee selecting Grau & Associates as the number one ranked firm for auditing services for Fiscal Years 2022 through 2026 was approved.

- **Landscape Vendor Presentations and Q&A** *(Item 5C)*

Mr. LeBrun requested the proposers to limit their presentation to 10 minutes.

1. Juniper Landscaping

Mr. Kyle McNamara, Branch Manager of Juniper Landscaping presented their qualifications. They were a large company with 1,800 employees and 16 locations around the State of Florida, including an office off of Wickham Road. They were dedicating 40 employees

to this project and were hiring additional employees. They provided mowing, tree trimming and pest control services in-house and did not use subcontractors.

A question-and-answer session ensued. Mr. McNamara was asked about his impression of Montecito. Mr. McNamara felt that there were irrigation and fertilization issues and not sufficient nutrients in the soil. When asked about a dedicated Account Manager, Mr. McNamara confirmed that there would be an Account Manager assigned to Montecito and a certified irrigation team on staff. Mr. Henson expected close communication between Mr. Smith, who had oversight on landscaping and irrigation and the Account Manager. Mr. McNamara offered to provide weekly updates to the Board. Ms. Glynn requested weekly Zoom or in-person meetings with their current landscape contractor for the first 90 days and questioned whether Xeriscaping could be used. Mr. McNamara would provide suggestions based on their professional opinion and what the Board wanted but did not recommend Xeriscaping in front of the Clubhouse as it would take away from the architecture. One of his suggestions was to use a soil wetting agent that would draw up moisture from the root system and keep water in the turf. Mr. Smith liked that Juniper provided one-stop shopping, handled irrigation in-house and monitored remotely. The Board thanked Juniper for their presentation.

2. Paradise Lawns & Landscaping

Paradise Lawns & Landscaping (Paradise) presented their qualifications. Paradise was the largest individually owned landscaping company in Brevard County and their employees had over 120 years of experience. Out of the proposers, they had the most knowledge of the community. When they took over the community two years ago, there were serious problems with the grounds maintenance staff and based on input, they put together their own ground maintenance team. Their strength was with communication and weekly drive throughs. If the Board selected them, they would consider including debris pickup, withdrawing the 10% price increase and rewiring the front entrance.

A question-and-answer session ensued. Mr. Henson was disappointed that it took so long to get the irrigation under control, was not happy with the turf and did not like Paradise's use of weed eaters. Mr. Wellman felt that there was a huge improvement in the landscaping and this was the best that the property looked in 13 years, but there were two areas on Ventura that were dead for more than one year and material was being blown into bushes and not raked. Ms. LeCesne

appreciated Paradise's maintenance of foliage, not using high toxic chemicals and going above and beyond to try to address issues but felt there was a disconnect between what was said and what was performed and not providing reports. Mr. Smith felt since they switched crews, the landscape maintenance has been better and there was improvement with communication but wanted better participation from irrigation staff at meetings. The Board thanked Paradise for their presentation.

3. ProGreen Services, LLC.

Mr. Rusty Kahoe, Business Developer and Mr. Robert Boyd, Regional Sales Manager of ProGreen Services, LLC. (ProGreen) presented their qualifications. They were starting their 11th year and their corporate office was in West Palm Beach, with offices in St. Cloud and Melbourne. They were servicing their community and building their reputation on trust and developing relationships with clients.

A question-and-answer session ensued. Ms. LeCesne liked the proposal in terms of specifying goals and important facts, including a business model, Mission Statement, certifications, their competitive advantage and how they incorporated designs similar to Montecito's former beach area. Their scope in terms of a vision was impressive. Mr. Boyd noted that their employees were professional no matter what they were doing yet be mindful of residents. Mr. Kahoe stated that they wanted to be held accountable to problems and communicate with the Board on how to resolve them. Ms. Glynn questioned their experience with Xeriscaping and irrigation, especially remote monitoring. Mr. Kahoe confirmed that they used Xeriscaping and had an Irrigation Department with people that were extremely knowledgeable and in the marketplace for decades. Mr. Boyd pointed out that they that could build a complete irrigation system, without using subcontractors. Mr. Kahoe noted that they were experienced dealing with communities that had irrigation systems that were 15 to 20 years old and used new technologies. They could create a schematic through a GPS mapping system. Mr. Wellman questioned the number of employees working onsite on a monthly basis. Mr. Boyd indicated there would be a crew of six people in season, which was standard for a property this size. When asked about communication, Mr. Kahoe stated that every employee was required to say something if they see something. Mr. Boyd was strongly into following up on emails and phone calls. Mr. Smith was impressed with the business model and liked that they provided in-house and outside training for all employees and sustainable landscaping. Mr. Henson questioned how their employees provided

wet checks. Mr. Boyd confirmed that three certified technicians would perform wet checks. Mr. Henson did not want an area to be flagged and then unattended for weeks and asked if their price was negotiable. Mr. Boyd stated that they provide the best price, but everything was negotiable. The Board thanked ProGreen for their presentation.

Mr. Smith provided the following ranking:

1. ProGreen Services, LLC.
2. Juniper Landscaping
3. Paradise Lawns & Landscaping

There was Board consensus to approve this ranking. Mr. Pawelczyk advised that there was an existing contract with Paradise that had a 30-day termination and requested that the Board terminate Paradise and enter into an agreement with ProGreen. Ms. Glynn asked if Mr. LeBrun should reach out to ProGreen to determine when they could start. Mr. Pawelczyk stated that the next meeting date was January 25, 2023 and suggested that the Board authorize District Counsel to prepare the termination effective January 31st and bring back an agreement for the Board to formally approve at the January 25, 2023 meeting. Mr. Henson pointed out that he was disappointed with Paradise and felt like they were compromising tonight on many issues in order to stay. Mr. Wellman felt bad about it, but they needed to do what was right for the community. Mr. Pawelczyk stated that the Board was not terminating for cause but terminating in 30 days and starting with a new company. There were not many companies in the area that provided landscaping services and the Board could always return to them.

> On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor authorizing District Management to terminate the agreement with Paradise Lawns & Landscaping effective January 31, 2023 was approved.

> On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor authorizing staff to prepare a Landscape Management and Irrigation Services Agreement with ProGreen Services, LLC and present to the Board at the January 25, 2023 Board of Supervisors Meeting was approved.

Mr. Pawelczyk directed Mr. LeBrun to send the termination letter to Paradise at the end of December. Ms. LeCesne appreciated Mr. Henson sharing his thoughts, but transition was always

hard and working out the logistics took time. She hoped that Paradise provided the turf that they promised homeowners and requested that there be follow up. Mr. Pawelczyk advised if the Board believed that Paradise would not do what they were supposed to, Mr. LeBrun could send the termination letter by Friday, have ProGreen start within 30 days and bring back an agreement to the Board for ratification. Mr. Smith preferred using the scope in the agreement versus their proposal and starting in February. Mr. Pawelczyk recommended leaving the motion as stated and having ProGreen start on February 1, 2023 and if Paradise did not honor the terms of their contract, Mr. LeBrun could hire ProGreen to complete the work and have the Board ratify at the next meeting before the formal agreement was in place and not pay Paradise.

B. Amenity Center Kitchen Policy - *Added*

Ms. Glynn questioned whether the kitchen was inspected and safe for use. Mr. LeBrun pointed out that the insurance company recommended a fire extinguisher, which cost $30 to $40. Ms. LeCesne and Ms. Glynn agreed with getting one. Mr. LeBrun questioned whether the Board wanted to open the kitchen as it was currently closed. Mr. Henson recommended that it remain open for rentals only. Ms. LeCesne suggested that it be open at the Amenity Manager's discretion since her office was next to the kitchen. Ms. Glynn stated that the kitchen was originally closed because people were not taking care of it, but there should not be any issues with it being monitored by the Amenity Manager and recommended keeping it open during the Amenity Manager's office hours from 8:00 a.m. to 4:00 p.m., Monday through Friday in the beginning. Ms. LeCesne agreed. Mr. Henson wanted there to be limitations on usage. Ms. Glynn disagreed as residents should be able to use it for whatever reason as long as they cleaned up after themselves. Mr. Pawelczyk suggested having the kitchen open during the Amenity Manager's office hours on a temporary basis, subject to the Amenity Manager verifying the membership and performing an inspection. If it was dirty, the resident would be sent an invoice. Mr. Smith questioned if there were any rules for use of the kitchen. Ms. Glynn stated the current Amenity Center Rules state that failure to clean the kitchen would result in revocation of their access card. Mr. Henson asked if Ms. Tina Campbell, the Amenity Manager was willing to assume responsibility of supervising and securing the kitchen. Ms. Campbell replied affirmatively. Mr. Smith suggested that the Amenity Manager only open the kitchen by request. Ms. Glynn noted this was a good compromise.

> Ms. Glynn moved to reopen the Amenity Kitchen to members only by request during the Amenity Manager's office hours, 8:00 a.m. to 4:00 p.m., Monday through Friday with approval and pre/post inspection and Ms. LeCesne seconded the motion.

Ms. LeCesne pointed out this would be on a trial period. Mr. Pawelczyk proposed that Ms. Campbell report the number of members using the kitchen to the Board.

> On VOICE VOTE with all in favor reopening the Amenity Kitchen to members only by request during the Amenity Manager's office hours, 8:00 a.m. to 4:00 p.m., Monday through Friday with approval and pre/post inspection was approved.

C. Landscape Vendor Presentations and Q&A - *Added*

This item was discussed.

SIXTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Pawelczyk reported that GMS and his office were contacted by Mr. Scott Campbell at Lennar regarding the conveyance of parcels owned by Montecito Holdings to the District in the newly developed area. The District Engineer needed to verify the improvements that the District would eventually accept were completed as well as the the driveway that encroached on the platted parcel before it was brought back to the Board for acceptance of the conveyance. Mr. Henson asked if the Board must accept the trees encroaching CDD property. Mr. Pawelczyk confirmed that any trees in those parcels would be fixtures and as soon as the land was conveyed to the District, the District would be responsible for the trees.

Ms. LeCesne questioned the status of the pool reimbursement at 418 Montecito Drive. Mr. Pawelczyk confirmed that Ms. Wald was still waiting to hear from Paradise. Mr. LeBrun explained that they had all invoices and the final item was the cost of preparing the easement to reroute the mainline. Mr. Pawelczyk wanted to send one demand letter for the sod repairs. Ms. LeCesne voiced concern that this would be overlooked during the transition from Paradise to ProGreen. Mr. Pawelczyk agreed that it would be difficult if Paradise was off of the property. Ms. Glynn questioned whether the CDD paid the invoices. Mr. LeBrun stated that the District paid to move the mainline and were seeking reimbursement. Mr. Henson recalled that Ms. LeCesne discussed

at the workshop about a pin placed in a sidewalk and asked if it was something that they needed to be concerned about when it was conveyed. Ms. LeCesne explained when the mainline was moved, a pin was placed in the sidewalk at the northeast portion of Carlsbad and Redondo, to delineate the ownership of property. Mr. Pawelczyk suggested informing the District Engineer about it.

B. District Engineer

There being none, the next item followed.

C. District Manager

i. Consideration of Check Register

> Ms. Glynn moved to approve the Check Register for October 1, 2022 through October 31, 2022 in the amount of $57,290.84 and Ms. LeCesne seconded the motion.

Ms. LeCesne recalled discussion at the workshop about what was paid out for emergency payouts. Ms. Glynn recalled that the discussion was regarding the Capital Projects List and what was authorized for emergency projects so they could keep track of unplanned expenditures.

> On VOICE VOTE with all in favor the Check Register for October 1, 2022 through October 31, 2022 in the amount of $57,290.84 was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun presented the October 31, 2022 Balance Sheet and Income Statement. No action was required by the Board. Assessments should start arriving soon.

D. Facility Manager

Ms. Campbell presented the Facility Manager's Report, which was distributed to the Board. Future reports would be included with the weekly emails from Mr. LeBrun. There was a recall on the playground equipment. Ms. LeCesne reviewed the documentation from the manufacturer to determine if they were responsible for replacing the equipment, which was purchased in 2008. This was still in process. Ms. Campbell obtained quotes for an announcement sign. It was $8,200

for an electrical sign, $300 for a wall mounted sign on exterior walls with a lock and key and $20 for a custom yard sign. Mr. Henson asked if the signs were weather proof and who would install the wall mounted sign. Ms. Campbell stated that the stakes were plastic versus metal. She could install the wall mounted signs as they were easy to install. Mr. Henson questioned whether a handyman could be used for jobs like these. Ms. Campbell confirmed that there was a handyman on staff who were installing the pedestrian gates and completing work around the Clubhouse, but there were vendors that could be engaged for four hours or by job. Mr. LeBrun felt that they could use any vendor as long as they were licensed and insured. Ms. Campbell reported that the parts for the Sonoma fountain were shipped to Cascade and should be installed in the next week or so. The Paradise fountain was still in review. Bolts Electric (Bolts) would check the electrical outlets before Cascade inspected it, when they came out to look at streetlights at the S. Patrick entrance as well as some outlets on the pool patio that needed conduit covers.

Ms. Campbell reported that the Shearwater gates were repaired. It cost $3,600 to repair the vehicle gate that was hit by a vehicle. Mr. LeBrun stated according to the District's insurance agent, the District would save $1,100 by making a claim and paying the deductible of $2,500. Ms. Glynn preferred to pay $3,600 in order to keep insurance rates low, but questioned whether the violator was found. Ms. Campbell confirmed that there was a video, but it did not show the truck that was hit. Ms. LeCesne recalled that there was a witness, but for safety purposes, she wanted the gate to be repaired. Mr. Smith pointed out if they made a claim, it would be on their insurance for five years. Mr. Henson questioned who provided the quote. Ms. Glynn stated Florida Door Control. Mr. Henson felt that they did good work but were always expensive and requested an additional quote. Ms. LeCesne suggested obtaining a price for gates that had slats that lay flat. Mr. Henson believed that they would have issues with the gate no matter what kind of gates they had. Mr. Wellman noted that the design of the gates blended in with the rest of the community. Ms. Glynn recalled that the cost of new arms was less than replacing the entire gate system. Mr. Pawelczyk pointed out that swing gates like they had were the most expensive type of gates to fix because of the mechanism. Ms. Campbell asked Florida Door Control to review the sensors. Ms. Glynn asked if they should be reviewing the sensors as part of their contract. Ms. Campbell believed that it was part of their preventative maintenance service.

Mr. Smith questioned whether the purpose of the gates was for security or aesthetic purposes and the Board needed to consider whether it was cost effective to have gates. Mr. Henson

stated that residents wanted them. Ms. Glynn noted that it was a soft gate. Ms. LeCesne believed that they were a deterrent. Mr. Wellman recalled when the gates were open all the time, people were going through the community rather than waiting at the traffic light. Ms. Glynn agreed that it was a big expense and legally there must be a way for the general public to get access. Ms. LeCesne liked the gates but would rather pay $5,000 for new updated gate arms than pay $3,600. Ms. Glynn agreed that it was worth looking into. Mr. Henson suggested tabling this item and discussing at a workshop. Ms. Campbell recommended proceeding with the gate repair as the gate was open for weeks now and their priority was securing the community and updating the contracts to maintain the gates for cost savings. In the meantime, she would obtain additional quotes. *There was Board consensus for Ms. Campbell to proceed with the gate repair in the amount of $3,600.*

Ms. Campbell met with the resident who was taking water samples of the ponds, who provided their findings. Only two meters were reporting to St. Johns Water Company. She would be performing the readings at the end of each month and questioned whether the Board wanted to test the lakes for total dissolved solids as they were only required to test them annually. Ms. LeCesne questioned what they would do with that information. Mr. Wellman stated if they found that the saline content was too high and it was killing their grass and plants, they would have to stop adding lake water to the wells. Mr. Henson proposed doing quarterly testing. Mr. Wellman agreed as the ponds were full due to the amount of rain. Ms. Campbell would test them quarterly and retain the data. Mr. Smith preferred quarterly testing. Ms. Glynn agreed.

Mr. Henson asked if the money from rentals was in a special fund. Mr. LeBrun explained that it was shown in the financials under an Amenity Fund. Ms. Glynn noted it was only $3,000 per year and felt that it should be used to pay for the signage because communication was important and they owed it to residents to have signage. Mr. Smith preferred the wall mounted sign. Mr. Henson agreed. Ms. LeCesne estimated that they needed four signs. Mr. Henson asked if they would be illuminated. Ms. Campbell confirmed that there was no power and suggested installing solar lights in the ground or lights on top of the sign that did not require electricity. Ms. Glynn wanted the sign to be large enough to be read and illuminated. Mr. Wellman suggested using museum glass so there was not a glare. Ms. LeCesne stated this type of glass could be purchased at a framing store.

On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor authorization for the Amenity Manager to purchase four wall mounted signs for CDD communication was approved.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Smith wished everyone a Merry Christmas and Happy New Year. Mr. Wellman presented a gift to the Chair. Ms. Glynn distributed a Capital Improvement List (CIP), which she prepared that would be updated at each meeting. Ms. LeCesne appreciated it so they could view trends. Ms. Glynn performed drove through the neighborhood yesterday and noted piles of debris on CDD strips. Once a week she would walk or drive around the community and provide any issues to either Mr. LeBrun or Ms. Campbell, but questioned whether they should send emails to the addresses that needed bulk pickup. Ms. LeCesne felt that they should. Mr. Henson noted that some items on the CIP were outdated such as the Clubhouse painting and wanted to know if people were planting around lake banks.

Ms. LeCesne ticketed vehicles and encouraged the Board to do the same until there was a system in place. According to the HOA Rental Agreement, there was $1,000 to cover liability and suggested increasing it to cover the cost of inflation and imposing a rental fee for maintenance purposes. She requested that each Supervisor sign the Code of Conduct Form on the website. Mr. Pawelczyk advised that the Code of Conduct Form was consitent with Florida Law and Supervisors were required to abide by the provisions on the form except for regularly attending meetings. Supervisors could not be forced to attend meetings, but if they did not attend for a period of time, the Governor could remove them from their seat for abandoning their post. Ms. LeCense pointed out that the Board volunteered to serve and there was no Mission Statement. Mr. Pawelczyk reported that Chapter 190 was the Mission Statement and there numerous rules and regulations such as the Sunshine and Ethics Laws, but the Board could adopt a policy. Ms. LeCesne suggested rotating the areas of oversight and requested that Mr. Wellman oversee landscape and irrigation during the transition with ProGreen. Mr. Wellman wanted to think about it, but was in favor of overseeing the pool. Ms. LeCesne requested that Ms. Campbell oversee landscaping and irrigation for the time being.

EIGHTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Montecito Community Development District was held on **Wednesday, December 7, 2022** at 5:00 p.m. at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum:

Catherine LeCesne	Chair
Ed Henson	Vice Chair
Tanja Glynn	Assistant Secretary
Eric Smith	Assistant Secretary
Richard Wellman	Assistant Secretary

Also present were:

Jeremy LeBrun	GMS
Michael Pawelczyk	District Counsel
Tina Campbell	Amenity Manager

The following is a summary of the discussions and actions taken at the December 7, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. LeBrun called the meeting to order at 5:00 p.m. and called the roll. All Committee Members were present.

SECOND ORDER OF BUSNESS **Public Comment Period**

Mr. LeBrun opened the public comment period. There being no public comments, the public comment period was closed.

THIRD ORDER OF BUSINESS **Review of Proposals and Tally of Audit Committee Members Rankings**

A. DiBartolomeo, McBee, Hartley & Barnes

B. Grau & Associates

Mr. LeBrun stated that two firms responded to the Request for Proposals (RFP) for the Fiscal Year 2022 audit. The Board had a chance to review the proposals from DiBartolomeo, McBee, Hartley & Barnes, P.A. (DiBartolomeo) and Grau & Associates (Grau). Both firms were qualified and the only difference was the price, which were listed on the ranking form that the Board received.

Ms. Glynn preferred either firm as they were similar and were required to followed generally accepted accounting principles, but it was better to have a new set of eyes reviewing the financials. Mr. Pawelczyk explained that the Board could either rank the firms individually and submit a ranking or provide a ranking as a Board. Mr. Henson pointed out that both firms were in South Florida and questioned why they were being considered versus local firms. Mr. LeBrun confirmed that there was no geographical environment for auditors and no requirement. Mr. Pawelczyk stated that it did not matter as each year, the auditor would present an Engagement Letter and the Board would not have to go through this process for five years. The prior auditor Carr, Riggs had a local office as well as an office in Miami. Mr. Henson recalled the District previously using Grau and asked if DiBartolomeo was ever engaged. Mr. LeBrun confirmed that Grau was the auditor from 2007 to 2017, but DiBartolomeo was never engaged. Mr. Henson asked if there were any negative aspects to Grau. Mr. LeBrun stated that Grau was qualified and their price was highly ranked. Ms. LeCesne preferred DiBartolomeo as there was an $800 price difference between Grau and DiBartolomeo and they were well qualified. Mr. Smith felt that Grau represented more CDDs including Baytree and DiBartolomeo represented more public or civil type clients. Mr. Wellman agreed, due to his prior experience with Grau when he was on the Board and the $800 being spread over five years. Ms. LeCesne disagreed as she wanted a new set of eyes.

Ms. Glynn believed their report had the same findings over several years and reported on what they legally had to based on the financial position of the District. She preferred Grau because of their expensive experience with CDDs as opposed to other entities as well as working with Mr. Mossing for many years. If they worked with GMS since 1998, they must be satisfied with Grau's work. Financially, $800 over five years did not make a difference and statutorily,

they must provide the same service. The District would receive the same product no matter who they used. Mr. Pawelczyk explained that there were not many findings because an Independent Auditor was auditing what GMS provided and GMS had very strong accounting departments. The auditor would not just look at the accounting, but the way the District was operating as a whole. They would review the minutes and agreements to ensure that there was an agreement behind the check that GMS would be writing.

Based on the Auditor Selection Ranking Form, which each Board Member filled out, Ms. LeCesne announced that Grau was ranked number one and DiBartolomeo was ranked number two.

> On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor accepting the ranking of Grau & Associates as the number one ranked firm to provide auditing services and DiBartolomeo, McBee, Hartley & Barnes, P.A. number two was approved.

FOURTH ORDER OF BUSINESS **Adjournment**

> On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor the Audit Committee Meeting was adjourned.

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Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION B

Item will be provided under separate cover

SECTION C

Montecito

Community Development District

Unaudited Financial Reporting

January 31, 2023

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Community Development District

Combined Balance Sheet

January 31, 2023

	General Fund	*Debt Service Fund*	*Capital Project Fund*	*Capital Reserve Fund*	*Totals Governmental Funds*
Assets:					
Cash:					
Operating Account	$ 690,167	$ -	$ -	$ -	$ 690,167
Capital Reserve Account	$ -	$ -	$ -	$ 134,540	$ 134,540
Roadway Reserve Account	$ -	$ -	$ -	$ 99,761	$ 99,761
Investments:					
Money Market - Suntrust	$ 29,248	$ -	$ -	$ -	$ 29,248
Series 2006A					
Reserve	$ -	$ 4	$ -	$ -	$ 4
Revenue	$ -	$ 3	$ -	$ -	$ 3
Construction	$ -	$ -	$ 14,152	$ -	$ 14,152
Series 2022					
Reserve	$ -	$ 31,964	$ -	$ -	$ 31,964
Revenue	$ -	$ 305,542	$ -	$ -	$ 305,542
Interest	$ -	$ 364	$ -	$ -	$ 364
Cost of Issuance	$ -	$ 10,077	$ -	$ -	$ 10,077
Deposits	$ 4,541	$ -	$ -	$ -	$ 4,541
Total Assets	**$ 723,956**	**$ 347,954**	**$ 14,152**	**$ 234,301**	**$ 1,320,363**
Liabilities:					
Accounts Payable	$ 14,011	$ -	$ -	$ -	$ 14,011
Total Liabilites	**$ 14,011**	**$ -**	**$ -**	**$ -**	**$ 14,011**
Fund Balance:					
Assigned for:					
Capital Reserves	$ -	$ -	$ -	$ 234,301	$ 234,301
Nonspendable:					
Deposits and Prepaid Items	$ 4,541	$ -	$ -	$ -	$ 4,541
Restricted for:					
Debt Service 2006/2022	$ -	$ 347,954	$ -	$ -	$ 347,954
Capital Projects - Series 2006/2022	$ -	$ -	$ 14,152	$ -	$ 14,152
Unassigned	$ 705,404	$ -	$ -	$ -	$ 705,404
Total Fund Balances	**$ 709,945**	**$ 347,954**	**$ 14,152**	**$ 234,301**	**$ 1,306,352**
Total Liabilities & Fund Balance	$ 723,956	$ 347,954	$ 14,152	$ 234,301	$ 1,320,363

Montecito

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues:				
Maintenance Assessments	$ 863,748	$ 821,596	$ 821,596	$ -
Interest Income	$ -	$ -	$ 1	$ 1
Gate & Amenity Access Income	$ -	$ -	$ 365	$ 365
Miscellaneous Income	$ -	$ -	$ 1,200	$ 1,200
Total Revenues	**$ 863,748**	**$ 821,596**	**$ 823,162**	**$ 1,566**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 7,800	$ 3,000	$ 3,000	$ -
District Management	$ 55,000	$ 18,333	$ 18,333	$ 0
District Engineer	$ 30,000	$ 10,000	$ -	$ 10,000
District Counsel	$ 30,000	$ 10,000	$ 14,845	$ (4,845)
Disclosure Report	$ 1,500	$ -	$ -	$ -
Trustee Fees	$ 3,500	$ -	$ -	$ -
Assessment Roll	$ 5,000	$ 5,000	$ 5,000	$ -
Auditing Services	$ 5,000	$ -	$ -	$ -
Arbitrage Rebate Calculation	$ 500	$ -	$ -	$ -
Public Officials/General Liability Insurance	$ 19,102	$ 19,102	$ 16,555	$ 2,547
Legal Advertising	$ 2,000	$ 667	$ 602	$ 65
Dues, Licenses, & Subscriptions	$ 175	$ 175	$ 175	$ -
Information Technology	$ 1,800	$ 600	$ 600	$ -
Website Maintenance	$ 1,200	$ 400	$ 1,400	$ (1,000)
Property Appraiser	$ 250	$ 250	$ 211	$ 40
Reimbursable Expenses	$ 1,200	$ 400	$ 742	$ (342)
Contingency	$ 2,400	$ 800	$ 684	$ 116
Subtotal General & Administrative	**$ 166,427**	**$ 68,727**	**$ 62,147**	**$ 6,580**
Operations & Maintenance:				
Field Management				
ADP Fees	$ -	$ -	$ 199	$ (199)
Amenity and Field Management Contract	$ 92,480	$ 30,827	$ 22,122	$ 8,704
Property Insurance	$ 36,419	$ 36,419	$ 34,078	$ 2,341
Subtotal Field Management	**$ 128,899**	**$ 67,246**	**$ 56,399**	**$ 10,847**
Amenity Center Operations				
Repairs & Maintenance (Non-HVAC)	$ 12,000	$ 4,000	$ 1,016	$ 2,984
HVAC Repairs & Maintenance	$ 2,000	$ 667	$ -	$ 667
Office Supplies	$ 1,500	$ 500	$ -	$ 500
Janitorial Supplies	$ 1,850	$ 617	$ -	$ 617
Janitorial Services	$ 8,241	$ 2,747	$ 1,970	$ 777
Pest Control & Termite Bond	$ 1,203	$ 401	$ 80	$ 321
Fitness Equipment Repairs & Maintenance	$ 3,000	$ 1,000	$ 225	$ 775
Playground Repairs & Maintenance	$ 1,000	$ 333	$ -	$ 333
Pool Service Repairs & Maintenance	$ 15,000	$ 5,000	$ 4,264	$ 736
Subtotal Amenity Center Operations	**$ 45,794**	**$ 15,265**	**$ 7,555**	**$ 7,710**

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Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Irrigation				
Irrigation Repairs & Maintenance	$ 25,000	$ 8,333	$ 10,922	$ (2,589)
Irrigation Monitoring	$ 6,287	$ 2,096	$ 2,146	$ (50)
Hoover Pumps Repairs & Maintenance	$ 17,500	$ 5,833	$ 8,045	$ (2,212)
Subtotal Irrigation	**$ 48,787**	**$ 16,262**	**$ 21,113**	**$ (4,851)**
Lakes & Fountains				
Aquatic Maintenance	$ 5,733	$ 1,911	$ 2,190	$ (279)
Fountain Service Repairs & Maintenance	$ 9,000	$ 3,000	$ 5,617	$ (2,617)
Subtotal Lakes & Fountains	**$ 14,733**	**$ 4,911**	**$ 7,807**	**$ (2,896)**
Landscaping				
Landscaping Contracted Services	$ 80,375	$ 26,792	$ 25,947	$ 845
Additional Landscaping Repairs & Maintenance	$ 15,000	$ 5,000	$ -	$ 5,000
Entrance Pot Plant Replacement	$ 2,400	$ 800	$ 456	$ 344
Mulch	$ 12,334	$ 4,111	$ -	$ 4,111
Palm Tree Maintenance	$ 14,000	$ 4,667	$ -	$ 4,667
Oak Tree Maintenance	$ 6,500	$ 2,167	$ -	$ 2,167
Subtotal Landscaping	**$ 130,608**	**$ 43,536**	**$ 26,403**	**$ 17,133**
Common Areas, Right of Ways & Perimeter Walls				
Street Light Repairs & Maintenance	$ 9,000	$ 3,000	$ 1,587	$ 1,413
Entrance Vehicular Gates Repairs & Maintenance	$ 5,500	$ 1,833	$ 7,760	$ (5,927)
Pedestrian Entry Gates & Walls Maintenance	$ 8,000	$ 2,667	$ 4,142	$ (1,475)
Common Area Repairs & Maintenance	$ 12,000	$ 4,000	$ 1,943	$ 2,057
Sidewalk Cleaning	$ 8,000	$ -	$ -	$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	**$ 42,500**	**$ 11,500**	**$ 15,432**	**$ (3,932)**
Security Monitoring Services				
Fire Detection Services	$ 2,252	$ 751	$ 715	$ 36
Access Control Services	$ 2,702	$ 901	$ 858	$ 43
Intrusion Services	$ 1,649	$ 550	$ 523	$ 26
Security Monitoring Repairs & Maintenance	$ 2,500	$ 833	$ 59	$ 774
Subtotal Security Monitoring Services	**$ 9,102**	**$ 3,034**	**$ 2,155**	**$ 879**
Utilities				
Electric Services	$ 47,300	$ 15,767	$ 14,578	$ 1,188
Telephone, Fax & Internet	$ 3,300	$ 1,100	$ 1,245	$ (145)
Water & Sewer Services	$ 4,000	$ 1,333	$ 562	$ 772
Gate Kiosk Internet Services	$ 2,850	$ 950	$ 770	$ 180
Subtotal Utilities	**$ 57,450**	**$ 19,150**	**$ 17,155**	**$ 1,995**
Other				
Contingency/Miscellaneous Expense	$ 7,500	$ 2,500	$ 3,357	$ (857)
Subtotal Other	**$ 7,500**	**$ 2,500**	**$ 3,357**	**$ (857)**
Total Expenditures	**$ 651,801**	**$ 252,131**	**$ 219,522**	**$ 32,609**
Excess (Deficiency) of Revenues over Expenditures	$ 211,947		$ 603,640	
Other Financing Sources/(Uses):				
Disaster Reserve Transfer Out	$ (25,000)	$ -	$ -	$ -
Capital Reserve Transfer Out	$ (136,947)	$ -	$ -	$ -
Roadway Reserve Transfer Out	$ (50,000)	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	**$ (211,947)**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ -**		**$ 603,640**	
Fund Balance - Beginning	$ -		$ 106,305	
Fund Balance - Ending	$ -		$ 709,945	

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Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Contingency	$ 456	$ 152	$ 152	$ -
Capital Outlay - Landscaping	$ 11,000	$ -	$ -	$ -
Capital Outlay - Amenity Center	$ 59,300	$ -	$ -	$ -
Capital Outlay - Streets, Sidewalks, Walls & Gates	$ 32,285	$ -	$ -	$ -
Total Expenditures	**$ 103,041**	**$ 152**	**$ 152**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	**$ (103,041)**		**$ (152)**	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Disaster Reserve	$ 25,000	$ -	$ -	$ -
Transfer In/(Out) - Capital Reserve	$ 136,947	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ 161,947**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 58,906**		**$ (152)**	
Fund Balance - Beginning	**$ 128,977**		**$ 134,692**	
Fund Balance - Ending	**$ 187,883**		**$ 134,540**	

Fund Balances

Disaster Reserves	$ 125,000
Capital Reserves	9,540
Total Fund Balances	$ 134,540

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Community Development District

Roadway Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Bank Fees	$ 300	$ 100	$ 34	$ 66
Total Expenditures	**$ 300**	**$ 100**	**$ 34**	**$ 66**
Excess (Deficiency) of Revenues over Expenditures	**$ (300)**		**$ (34)**	
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ 50,000	$ -	$ -	$ -
Total Other Financing Sources (Uses)	**$ 50,000**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 49,700**		**$ (34)**	
Fund Balance - Beginning	**$ 99,760**		**$ 99,795**	
Fund Balance - Ending	**$ 149,460**		**$ 99,761**	

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Community Development District

Debt Service Fund Series 2006/2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	$ 315,934	$ 299,366	$ 299,366	$ -
Interest	$ -	$ -	$ 486	$ 486
Total Revenues	**$ 315,934**	**$ 299,366**	**$ 299,852**	**$ 486**
Expenditures:				
Series 2022				
Interest - 11/1	$ 57,316	$ 57,316	$ 57,316	$ 0
Principal - 5/1	$ 200,000	$ -	$ -	$ -
Interest - 5/1	$ 58,954	$ -	$ -	$ -
Total Expenditures	**$ 316,269**	**$ 57,316**	**$ 57,316**	**$ 0**
Excess (Deficiency) of Revenues over Expenditures	$ (335)		$ 242,536	
Fund Balance - Beginning	$ 57,335		$ 105,418	
Fund Balance - Ending	$ 57,000		$ 347,954	

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Community Development District

Capital Projects Fund - Series 2006/2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues				
Interest	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	**$ -**		**$ -**	
Fund Balance - Beginning	**$ -**		**$ 14,152**	
Fund Balance - Ending	**$ -**		**$ 14,152**	

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Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	$ 60,000	$ 98,255	$ 643,499	$ 19,842	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 821,596
Interest Income	$ 0	$ 0	$ 0	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1
Gate & Amenity Access Income	$ 365	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 365
Miscellaneous Income	$ 300	$ 300	$ -	$ 600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200
Total Revenues	**$ 60,665**	**$ 98,555**	**$ 643,499**	**$ 20,442**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 823,162**
Expenditures:													
General & Administrative:													
Supervisor Fees	$ 800	$ 800	$ 800	$ 600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000
District Management	$ 4,583	$ 4,583	$ 4,583	$ 4,583	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,333
District Engineer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District Counsel	$ 3,848	$ 2,008	$ 8,989	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,845
Disclosure Report	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Roll	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Auditing Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage Rebate Calculation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Officials/General Liability Insurance	$ 16,555	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,555
Legal Advertising	$ 203	$ 399	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 602
Dues, Licenses, & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Information Technology	$ 150	$ 150	$ 150	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 600
Website Maintenance	$ 100	$ 100	$ 1,100	$ 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400
Property Appraiser	$ -	$ -	$ 211	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 211
Reimbursable Expenses	$ 696	$ 26	$ 6	$ 15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 742
Contingency	$ 177	$ 219	$ 197	$ 91	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 684
Subtotal General & Administrative	**$ 32,287**	**$ 8,285**	**$ 16,035**	**$ 5,539**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 62,147**
Operations & Maintenance													
Field Management													
ADP Fees	$ 66	$ -	$ 132	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 199
Amenity and Field Management Contract	$ 2,500	$ 8,672	$ 6,172	$ 4,778	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,122
Property Insurance	$ 34,078	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,078
Subtotal Field Management	**$ 36,644**	**$ 8,672**	**$ 6,304**	**$ 4,778**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 56,399**
Amenity Center Operations													
Repairs & Maintenance (Non-HVAC)	$ 798	$ -	$ -	$ 218	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,016
HVAC Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial Services	$ 450	$ 620	$ 450	$ 450	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,970
Pest Control & Termite Bond	$ 80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 80
Fitness Equipment Repairs & Maintenance	$ -	$ -	$ -	$ 225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 225
Playground Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Service Repairs & Maintenance	$ 1,620	$ 1,008	$ 643	$ 993	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,264
Subtotal Amenity Center Operations	**$ 2,947**	**$ 1,628**	**$ 1,093**	**$ 1,886**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,555**

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Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Irrigation													
Irrigation Repairs & Maintenance	$ 3,055	$ 5,437	$ 1,318	$ 1,113	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,922
Irrigation Monitoring	$ 499	$ 499	$ 649	$ 499	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,146
Hoover Pumps Repairs & Maintenance	$ 365	$ 2,290	$ 2,800	$ 2,590	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,045
Subtotal Irrigation	**$ 3,919**	**$ 8,226**	**$ 4,767**	**$ 4,202**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,113**
Lakes & Fountains													
Aquatic Maintenance	$ 480	$ 480	$ 700	$ 530	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,190
Fountain Service Repairs & Maintenance	$ -	$ -	$ 480	$ 5,137	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,617
Subtotal Lakes & Fountains	**$ 480**	**$ 480**	**$ 1,180**	**$ 5,667**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,807**
Landscaping													
Landscaping Contracted Services	$ 6,434	$ 6,365	$ 6,390	$ 6,758	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,947
Additional Landscaping Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Entrance Pot Plant Replacement	$ -	$ -	$ 456	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 456
Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Palm Tree Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Oak Tree Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Landscaping	**$ 6,434**	**$ 6,365**	**$ 6,846**	**$ 6,758**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 26,403**
Common Areas, Right of Ways & Perimeter Walls													
Street Light Repairs & Maintenance	$ 512	$ -	$ -	$ 1,075	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,587
Entrance Vehicular Gates Repairs & Maintenance	$ 490	$ 417	$ 4,709	$ 2,145	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,760
Pedestrian Entry Gates & Walls Maintenance	$ -	$ -	$ -	$ 4,142	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,142
Common Area Repairs & Maintenance	$ 387	$ 750	$ -	$ 806	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,943
Sidewalk Cleaning	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	**$ 1,389**	**$ 1,167**	**$ 4,709**	**$ 8,167**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,432**
Security Monitoring Services													
Fire Detection Services	$ 179	$ 179	$ 179	$ 179	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 715
Access Control Services	$ 214	$ 214	$ 214	$ 214	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 858
Intrusion Services	$ 131	$ 131	$ 131	$ 131	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 523
Security Monitoring Repairs & Maintenance	$ -	$ 59	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 59
Subtotal Security Monitoring Services	**$ 524**	**$ 583**	**$ 524**	**$ 524**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,155**
Utilities													
Electric Services	$ 4,771	$ 3,462	$ 3,177	$ 3,168	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,578
Telephone, Fax & Internet	$ 286	$ 286	$ 286	$ 387	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,245
Water & Sewer Services	$ 131	$ 90	$ 225	$ 116	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 562
Gate Kiosk Internet Services	$ 190	$ 190	$ 190	$ 200	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 770
Subtotal Utilities	**$ 5,378**	**$ 4,028**	**$ 3,878**	**$ 3,871**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 17,155**
Other													
Contingency/Miscellaneous Expense	$ 760	$ 1,447	$ 274	$ 876	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,357
Subtotal Other	**$ 760**	**$ 1,447**	**$ 274**	**$ 876**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,357**
Total Expenditures	**$ 90,763**	**$ 40,881**	**$ 45,609**	**$ 42,269**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 219,522**
Excess Revenues (Expenditures)	$ (30,098)	$ 57,674	$ 597,890	$ (21,826)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 603,640
Other Financing Sources/Uses:													
Disaster Reserve Transfer Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Reserve Transfer Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Roadway Reserve Transfer Out	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other Financing Sources/Uses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ (30,098)**	**$ 57,674**	**$ 597,890**	**$ (21,826)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 603,640**

Montecito

Community Development District

Long Term Debt Summary

SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS		
INTEREST RATES:	3.140%	
MATURITY DATE:	5/1/2037	
RESERVE DEFINITION:	10% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE REQUIREMENT:	$31,593	
RESERVE BALANCE:	$31,964	
BONDS OUTSTANDING - 05/06/2022		$3,755,000
CURRENT BONDS OUTSTANDING		**$3,755,000**

SECTION D

Montecito

Community Development District

Special Assessment Receipt Schedule

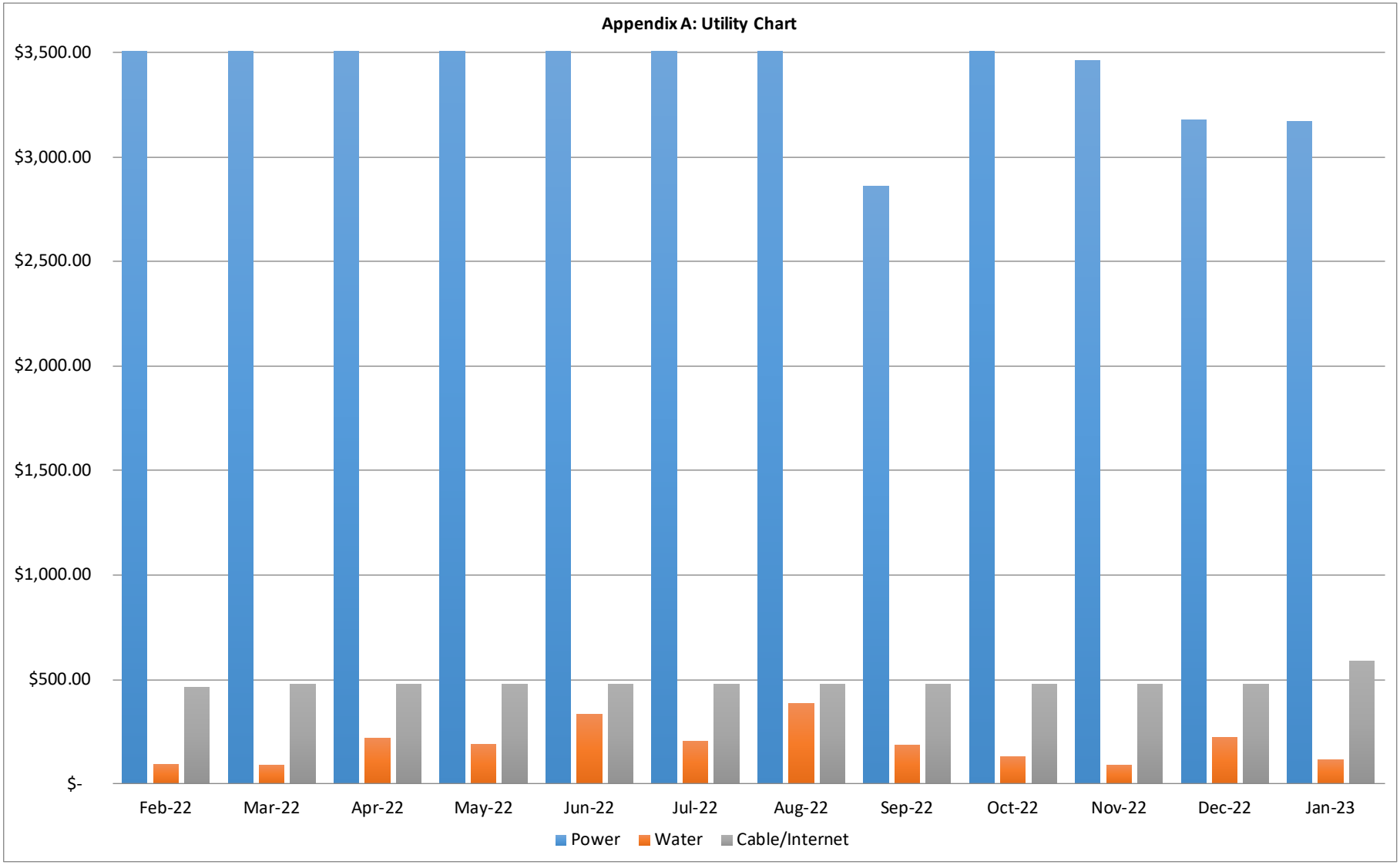
Fiscal Year 2023

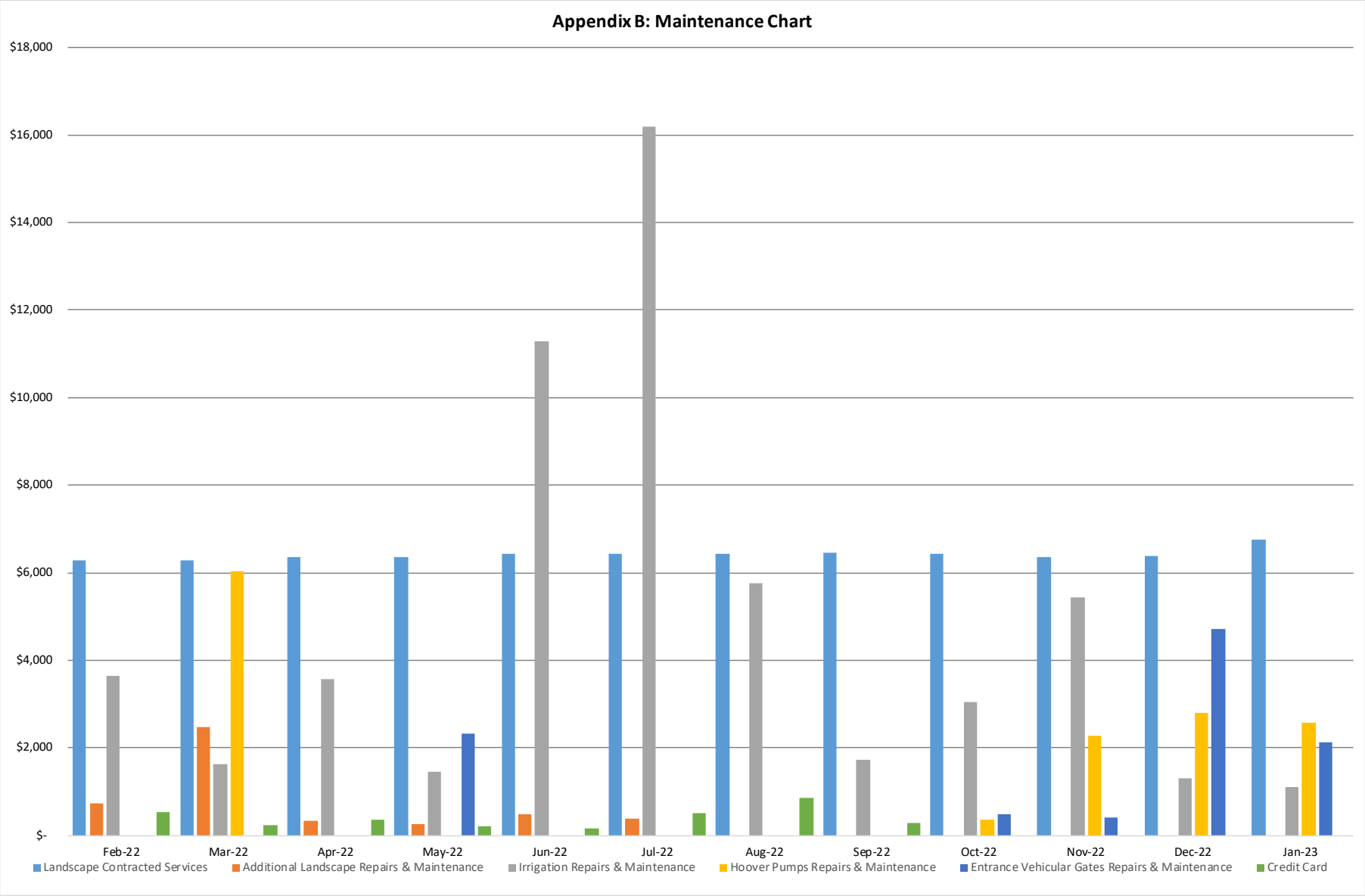
Gross Assessments	$ 855,050.08	$ 336,100.85	$ 1,191,150.93
Net Assessments	$ 803,747.08	$ 315,934.80	$ 1,119,681.87

ON ROLL ASSESSMENTS

								71.78%	28.22%	100.00%
Date	*Distribution*	*Distribution Period*	*Gross Amount*	*Commissions*	*Discount/Penalty*	*Interest*	*Net Receipts*	*O&M Portion*	*Series 2022 Debt Service*	*Total*
11/21/22	ACH	10/24/22	$16,789.35	($319.40)	($819.56)	$0.00	$15,650.39	$11,234.40	$4,415.99	$15,650.39
11/29/22	ACH	11/1/22	$128,854.14	($2,473.99)	($5,154.20)	$0.00	$121,225.95	$87,020.26	$34,205.69	$121,225.95
12/13/22	ACH	11/16/22 - 11/30/22	$915,065.94	($17,570.25)	($36,553.54)	$0.00	$860,942.15	$618,014.59	$242,927.56	$860,942.15
12/22/22	ACH	12/01/22 - 12/15/22	$37,523.86	($724.53)	($1,297.37)	$0.00	$35,501.96	$25,484.56	$10,017.40	$35,501.96
01/12/23	ACH	12/16/22 - 12/31/22	$29,077.68	($564.11)	($872.36)	$0.00	$27,641.21	$19,841.83	$7,799.38	$27,641.21
		TOTAL	**$ 1,127,310.97**	**$ (21,652.28)**	**$ (44,697.03)**	**$ -**	**$ 1,060,961.66**	**$ 761,595.64**	**$ 299,366.02**	**$ 1,060,961.66**

95%	**Net Percent Collected**
$ 58,720	**Balance Remaining to Collect**


Appendix A: Utility Chart
$3,500.00
$3,000.00
$2,500.00
$2,000.00
$1,500.00
$1,000.00
$500.00
$-
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Power
Water
Cable/Internet


Appendix B: Maintenance Chart
$18,000
$16,000
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$-
Feb-22
Mar-22
Apr-22
May-22
Jun-22
Jul-22
Aug-22
Sep-22
Oct-22
Nov-22
Dec-22
Jan-23
Landscape Contracted Services
Additional Landscape Repairs & Maintenance
Irrigation Repairs & Maintenance
Hoover Pumps Repairs & Maintenance
Entrance Vehicular Gates Repairs & Maintenance
Credit Card

SECTION E

Montecito
Community Development District

Summary of Invoices

January 1, 2023 to January 31, 2023

Fund	Date		Check No.'s		Amount
General Fund	1/6/23		1564 - 1569	$	4,498.51
	1/13/23		1570	$	11,576.57
	1/20/23		1571 - 1577	$	310,960.88
	1/25/23		1578 - 1586	$	13,902.51
				$	340,938.47
ACH		Spectrum	0050292532-02	$	387.14
		Spectrum	0050720129-01	$	99.99
		Spectrum	0050720131-01	$	99.99
		City of Melbourne	181592-219109	$	115.59
		FPL	15698-02240	$	400.61
		FPL	17845-06444	$	53.81
		FPL	26747-37206	$	47.80
		FPL	27312-55499	$	733.32
		FPL	39851-84518	$	204.58
		FPL	70612-92491	$	914.44
		FPL	81038-69205	$	753.62
		FPL	81750-88205	$	60.02
				$	3,870.91
				$	**344,809.38**

*** CHECK DATES 01/01/2023 - 01/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
1/06/23	00010	11/30/22	178294	202211	310-51300-31500		*	2,008.02		
			GENERAL COUNSEL NOV 22							
						BILLING, COCHRAN, LYLES, MAURO,			2,008.02	001564
1/06/23	00012	1/02/23	191043	202301	330-53800-50000		*	350.00		
			REPLACE HYDRAULIC VALVE							
						BREVARD POOLS, INC			350.00	001565
1/06/23	00076	12/23/22	28898A	202212	320-53800-47200		*	480.00		
			QRTLY FOUNTAIN CLEANING							
						FOUNTAIN DESIGN GROUP INC			480.00	001566
1/06/23	00025	12/19/22	1072384	202210	320-53800-47500		*	490.00		
			REPAIR ENTRY GATE							
						FLORIDA DOOR CONTROL OF ORLANDO,INC			490.00	001567
1/06/23	00095	12/28/22	223218	202212	320-53800-46300		*	456.00		
			INSTALL 38 POINSETTIAS							
		12/28/22	223227	202212	320-53800-47300		*	131.50		
			IRRIGATION REPAIR							
						PARADISE LAWN & LANDSCAPING			587.50	001568
1/06/23	00044	11/21/22	460409	202211	320-53800-34700		*	59.00		
			TRIP CHARGE							
		12/25/22	465175	202301	320-53800-34400		*	36.37		
			FIRE ALARM JAN 23							
		12/25/22	465175	202301	320-53800-34500		*	214.42		
			ACCESS CONTROL JAN 23							
		12/25/22	465175	202301	320-53800-34400		*	142.34		
			FIRE SERVICES JAN 23							
		12/25/22	465175	202301	320-53800-34600		*	130.86		
			INTRUSION SVCS JAN 23							
						SONITROL OF TALLAHASSEE, INC			582.99	001569
1/13/23	00060	1/01/23	202	202301	310-51300-34000		*	4,583.33		
			MANAGEMENT FEES JAN 23							
		1/01/23	202	202301	310-51300-35200		*	100.00		
			WEBSITE ADMIN JAN 23							
		1/01/23	202	202301	310-51300-35100		*	150.00		
			INFORMATION TECH JAN 23							
		1/01/23	202	202301	310-51300-42700		*	14.85		
			REIMBURSABLES JAN 23							
		1/01/23	203	202301	330-53800-12100		*	6,172.00		
			FACILITY MGMT JAN 23							
		1/01/23	203	202301	320-53800-49000		*	556.39		
			BEST BUY/COMPUTER JAN 23							
						GOVERNMENTAL MANAGEMENT SERVICES			11,576.57	001570

*** CHECK DATES 01/01/2023 - 01/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
1/20/23	00081	1/06/23	23641	202301	320-53800-47700		*	806.04		
			REPAIR BENCH PLANKS							
						BLISS PRODUCTS AND SERVICES, INC			806.04	001571
1/20/23	00003	1/01/23	15800346	202301	330-53800-48300		*	450.00		
			CLEANING SVCS JAN 23							
						COVERALL CENTRAL FLORIDA			450.00	001572
1/20/23	00120	1/09/23	438564	202301	320-53800-49000		*	320.00		
			REMOVED 50 DEAD TILAPIAS							
						ECOR INDUSTRIES			320.00	001573
1/20/23	00025	9/06/22	1071663	202209	320-53800-47500		*	186.51		
			INSTALL STINGER2							
		11/14/22	1072785	202211	320-53800-47500		*	310.00		
			CHECKED BREAKERS							
		11/16/22	1072834	202211	320-53800-47500		*	107.00		
			REMOVED BROKEN SWITCHES							
		12/01/22	1073069	202212	320-53800-47500		*	2,379.82		
			QTRLY INSPECTION DEC 22							
		12/12/22	1073249	202212	320-53800-47500		*	133.49		
			REPAIR ENTRY/EXIT GATES							
		12/22/22	1073490	202212	320-53800-47500		*	360.00		
			INSTALLED STINGER2							
		1/09/23	1073752	202301	320-53800-47500		*	1,835.50		
			REPLACE DAMAGED GATE LEAF							
		1/10/23	1073758	202301	320-53800-47500		*	250.00		
			REPAIR OPERATOR GATE ARM							
						FLORIDA DOOR CONTROL OF ORLANDO,INC			5,562.32	001574
1/20/23	00035	1/01/23	145514	202301	320-53800-47400		*	2,590.00		
			ANNUAL BILLING YR 5							
						HOOVER PUMPING SYSTEMS CORP			2,590.00	001575
1/20/23	00095	12/22/22	223178	202212	320-53800-47300		*	1,186.50		
			IRRIGATION MATERIALS							
		1/08/23	230071	202301	320-53800-47300		*	65.00		
			REPAIR STUCK VALVE							
		1/08/23	230075	202301	320-53800-47300		*	615.00		
			WIRES INSTALLED/REPAIRS							
						PARADISE LAWN & LANDSCAPING			1,866.50	001576
1/20/23	00139	1/20/23	01202023	202301	300-20700-10000		*	299,366.02		
			ASSESSMENT TXFER - S2022							
						MONTECITO CDD C/O UMB BANK			299,366.02	001577

*** CHECK DATES 01/01/2023 - 01/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
1/25/23	00012	1/01/23	190502	202301	330-53800-50000		*	643.00		
			POOL MAINTENANCE - JAN 23							
						BREVARD POOLS, INC			643.00	001578
1/25/23	00014	1/11/23	7269	202301	330-53800-52000		*	225.00		
			PREVENTATIVE MAINT-JAN23							
						BROWN FITNESS SERVICES, LLC			225.00	001579
1/25/23	00120	1/17/23	436947	202301	320-53800-47100		*	530.00		
			AQUATIC WEED CNTRL JAN 23							
						ECOR INDUSTRIES			530.00	001580
1/25/23	00029	1/06/23	09-14642	202301	320-53800-47600		*	1,074.85		
			4 POLE LAMPS/REPLACE GFI							
						GAULT ELECTRIC, LLC			1,074.85	001581
1/25/23	00145	1/13/23	300943	202301	330-53800-46000		*	218.21		
			POOL CLOCK/TOILET HANDLE							
						HANDYMAN COMPANY			218.21	001582
1/25/23	00078	1/01/23	1758	202301	320-53800-47310		*	499.00		
			IRRIGATION MONITOR JAN 23							
						INSIGHT IRRIGATION LLC			499.00	001583
1/25/23	00095	1/01/23	230033	202301	320-53800-46200		*	6,283.72		
			LANDSCAPE MAINT - JAN 23							
		1/01/23	230033	202301	320-53800-46200		*	95.23		
			FUEL SURCHARGE - JAN 23							
		1/20/23	230144	202301	320-53800-47300		*	57.50		
			IRRIG-HUNTER SOLENOID							
		1/20/23	230145	202301	320-53800-47300		*	75.00		
			REPAIRED WIRE TO ZONE 84							
						PARADISE LAWN & LANDSCAPING			6,511.45	001584
1/25/23	00044	1/18/23	468569	202301	320-53800-47500		*	59.00		
			REPLACED PULLSTAION							
						SONITROL OF TALLAHASSEE, INC			59.00	001585
1/25/23	00077	1/03/23	24614	202301	320-53800-46100		*	4,142.00		
			ALUMIN FENCE INSTALLATION							
						SUPERIOR FENCE & RAIL			4,142.00	001586

TOTAL FOR BANK A 340,938.47

TOTAL FOR REGISTER 340,938.47

SECTION IV

SECTION A

Karen Connor

Operations Manager with Legal Experience
Satellite Beach, FL 32937
karenconnor39_4zd@indeedemail.com
+1 215 317 0394

Work Experience

Operations Manager

Henry Schein - Marlton, NJ
December 2013 to Present

Responsible for all aspects of brokerage transactions, including: preparing agreements, handling negotiations, assisting our field representatives to make deals and get them to the closing table.; answering clients and representatives calls and emails concerning transactions, listings, etc. I also assist the manager with all aspects of the closings (Nationwide). I am responsible for management and oversight of staff and representatives (as it relates to the transactions). I work with all departments including legal, billing, collections, payables, procurement, etc.

Human Resources/Legal Manager

Providence Pediatric Medical DayCare
August 2013 to November 2013

(Part Part Time Temporary Position)
Responsible for all aspects of Human Resources (96 employees and five different locations) including processing payroll, new hires, terminations, family medical leave, disability paperwork, 401(k) loans, employee handbook, employee discipline, employee work schedules, employee accreditations, retaining and oversight of outside consultants. Assist with accounts payable/receivables and account negotiations. Also, responsible for management and oversight of in all staff working in corporate office.

Claims Coordinator

City of Philadelphia - Philadelphia, PA
April 2011 to November 2013

Management/Executive role includes staff management, including union, non-union, exempt and professional staff, Divisional/Unit development, succession planning, safety and health management, staff training and other programs, staff recruiting, staff training and more; Responsible for processing all law department settlements, both large and small claims, Receive and process all law department service of process of Complaints and Writs, Subpoenas, and other pleading; Responsible for preparation of quarterly budgetary and other types of law department reports and reports for Mayor; Liaison and point of contact for all units of the law department which creates plenty of opportunities for interaction and communication with many persons including, Mayor, City Solicitor, Chiefs, Divisional Deputies, Judges, Attorneys, and levels of persons from all Units and Departments of the City (i.e. Courts, Prisons, Fire, Water, Streets, PPA, PHA, DHA, Liaison and point of contact for all matters for whether law related or otherwise. This position requires professionalism, ability to think and reason, ability to assess situations and act quickly and independently, requires various levels of research, persistence and follow up to ensure satisfaction to all persons including citizens. I am the Chair of the Law Department Safety Committee which requires me to have create and host monthly safety meetings, assess and update

law department safety goals, oversee appointment of safety board, etc.; I am a volunteer for CASA and Homeless Advocacy Projects.

Legal Administrator

Cureton Clark, P.C - Mount Laurel, NJ
2005 to December 2010

Legal Administrator role includes: Manage day-to-day office operations including, but not limited to: set and balance priorities, allocate resources, make staffing decisions, accounts receivable/payables, loans, leasing, compensation, and many other responsibilities associated with the operations of running a fully staffed professional office.

Senior Paralegal/Paralegal Manager

Weir & Partners, LLP - Philadelphia, PA
1999 to 2005

Drafted legal documentation; research and analyzed legal and other issues, other types of research, drafted and answered discovery and all types of pleadings including bankruptcy petitions and schedules, complaints, writs of execution, attachments, corporate formation and governance documents, deeds, employment agreements, documents associated with real estate closings and more. Researched and drafted case summaries, edited legal documents, transcribed court pleadings, greeted and held client meetings on all aspects of case progression and more. Prepared attorneys for trial and attended trial to assist with exhibits, take notes, etc.

Paralegal/Manager of Clerks

Zarwin, Baum, DeVito, Kaplan & O'Donnell - Philadelphia, PA
1991 to 1999

Drafted legal documentation; research and analyzed legal and other issues, other types of research, drafted and answered discovery and all types of pleadings including complaints, writs of execution, attachments and more; Worked independently handling personal injury matters from inception until settlement and/or trial. Primarily focused on personal injury, medical malpractice, defense and trial work. Assisted senior partner with trial preparations, attendance and record keeping at trial and depositions.

Education

B.S.

Kaplan University
May 2010

Temple University - Philadelphia, PA
1985 to 2004

A.S.

Philadelphia Institute for Paralegal Training - Philadelphia, PA
June 1985

Skills

- Recruiting (10+ years)

- Training & Development (10+ years)
- Legal Drafting (10+ years)
- Legal Research (6 years)
- Change Management (10+ years)
- Employee Orientation (10+ years)
- Office Management (10+ years)
- Performance Management (10+ years)
- Human Resources (6 years)
- Management (10+ years)
- Talent Acquisition (10+ years)
- Adobe Acrobat (10+ years)
- Transcription (10+ years)
- Workers' Compensation (3 years)
- Human Resources Management (7 years)
- Time management (10+ years)
- Case management (10+ years)
- Microsoft Word (10+ years)
- Customer service (10+ years)
- Office experience (10+ years)
- Microsoft Office
- Customer support (10+ years)
- Microsoft Excel (10+ years)
- Proofreading
- Budgeting
- Contract management (10+ years)
- UCC law
- Contracts (10+ years)
- Documentation review (10+ years)
- Drafting
- Paralegal (10+ years)
- Litigation
- Benefits administration (5 years)
- Calendar management (10+ years)
- Employee relations
- Interviewing
- Westlaw (2 years)
- Lexis-Nexis (2 years)
- FMLA (2 years)
- ADP (2 years)
- Personal assistant experience (10+ years)

- IT support (1 year)
- Typing (10+ years)
- Contracts (10+ years)
- Supervising experience (10+ years)
- Project management (10+ years)
- Knowledge management (10+ years)
- SharePoint (3 years)
- Microsoft Outlook (10+ years)
- Leadership (10+ years)
- Negotiation (10+ years)
- Front Desk (10+ years)
- Organizational Skills (10+ years)
- Writing Skills
- Payroll (3 years)
- Contracts
- Computer literacy
- Motivational interviewing
- Program Management
- Data entry (10+ years)
- English (10+ years)
- Cashiering (6 years)
- Cash handling (6 years)
- Google Docs (2 years)
- Communication skills (10+ years)
- Office manager experience (10+ years)
- Sales (10+ years)
- Retail management (3 years)

Certifications and Licenses

Income tax prepararіom
Present

General pratice paralegal certificate
Present

Professional In Human Resources

SECTION B

DOUGLAS M. GLASS
117 Montecito Dr.
Satellite Beach, FL 32937
321-243-1114
dmg7155@gmail.com **(Primary)**
oldchief7155@gmail.com (Secondary)

EXPERIENCE

California Highway Patrol
33 years with CHP including: Approx 14 years road patrol officer, 16 years as a field sergeant and commercial vehicle sergeant in nine different geographical areas in the state. Also worked on vehicle theft task force, 3 years as accident investigation follow up/public affairs officer and was trained as a helicopter observer. Areas worked were: San Diego, Lake Arrowhead, Barstow, Riverside, Banning, Red Bluff, Lone Pine/Death Valley resident post, Central Division HQ in Fresno, Coalinga.

United States Air Force
(Schools)
Aircraft Mechanic School
NCO Academy
Senior NCO Academy
First Sergeant Academy

(Bases)
Lackland AFB
Sheppard AFB
McChord AFB
Hickam AFB
March AFB
McClellan AFB
Beale AFB

(Positions of significance with USAF and USAFR)

Aircraft crew chief
Flight line superintendent
Inspection Dock chief
First sergeant
Senior enlisted advisor for two different wings. Now called command chief.

EDUCATION

A.S. degree. San Diego Miramar College
NCO Academy USAFR
Senior NCO Academy USAFR
First Sergeant Academy USAFR

ADDITIONAL INFORMATION

I have been a resident of Montecito since 2013 and have attended almost all CDD and HOA meetings since moving here.

I firmly believe that the CDD has three main functions/purposes:

1. Provide a safe community atmosphere for ALL residents.
2. Maintain CDD property and facilities to the highest possible standards.
3. Be fiscally responsible.

SECTION C

Nicholas Lynch
682 Carlsbad Dr
Satellite Beach, FL 32937

Montecito Community Development District
Governmental Management Services
Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524
Fax: (407) 839-1526

February 20, 2023

Subject Line: Letter of Interest for Montecito CDD Seat 3 Vacancy

Dear Board of Supervisors,

This is to notify you of my interest in running for a position on the Montecito Community Development District Board of Supervisors to fill the vacancy of seat 3. I believe my abilities, experience, and living in the community since October 2019 makes me a suitable candidate for seat 3.

Providing background information on myself, I've worked in the Healthcare Field for the past 20 years supporting aging in place and comfort of life. Most of my work career has been in Hospice. From working in large hospital systems like Massachusetts General Hospital (MGH), Brigham and Women's Hospital (Boston), and Tufts Medical Center (Boston) helping to support patients that have a terminal diagnosis and focusing on what it means to truly live and not focus on the dying aspect of life. Today, I'm fortunate to educate Physicians, Hospitals, Medical Schools, and Communities on Death & Dying. Providing them how to medicate, support, talk, comfort, medicate for pain and symptom management, the diagnosis progression of terminal diagnosis's and what that looks like.

At home, I'm supported by my lovely wife and 3 amazing children. Being a husband and father is the greatest gift of life. My hobbies really are around my family, doing family activities and adventures. Oh, also love my Boston Red Sox and New England Patriots.

Thank you for your time and the consideration of supporting the Montecito CDD Board of Supervisors. With being a Board Supervisor, I'm fully committed to the role and what support is needed to support the Board and community.

Sincerely,

Nicholas Lynch
Nick.lynch.coaching@outlook.com

617-733-5737

SECTION D

Mark Nehiba

284 Point Lobos Drive

Satellite Beach, FL 32937

(954-242-4398)

Good day Howard,

Per your email, I am submitting this letter to notify you of my interest in the vacant seat on the CDD Board of Supervisors. I have included a brief resume that covers my work life and that I would expound upon if any member of the Board wishes to. I have briefly explained the experience to support my involvement in the community, my business knowledge as well as my leadership abilities. Thank you and the Board for their consideration, I can be reached anytime on the number above.

Career Experience

In 1972, I joined the City of Oakland Park Fire/Rescue Department (FL). I started as a Firefighter and rose in rank to become the Department Head. I've held every Civil Service position within the Fire Department (8) for the last five years as Fire Chief. As the Fire Chief, I was also in charge of the City's Building Department and was selected to be Acting City Manager on occasion. I retired in 1997.

I had started Southeast Marine Service, Inc. early in my firefighting career as a part time job. We provided professional management and maintenance for yachts whose owners lived locally or out of the area. Some of the services we provided were scheduled engine and hull maintenance, supervising new builds, yacht crew placement, yacht delivery and provisioning, etc. The business did well, and I retired in 2017.

In 2014 my wife and I moved to Venice, FL. We got interested in the Venice Theatre (a nonprofit performing arts center) and enjoyed many performances there. I was looking to do some community service work and decided to volunteer there. I was asked to work in the building maintenance dept. helping maintain the 100-year-old Theatre building and attached campus. About a year later I was approached by a Board of Director's member and ask to join the Board. I joined and was on the Board of Directors until we moved to Montecito, Satellite Beach in 2021.

Education

AS Degree in Fire Science/Administration

Certified Fire Officer

Certified Emergency Medical Technician

US Merchant Mariner Credential, Licensed US Coast Guard Captain (Master)

Licensed US Private Pilot

Sorry I rambled on a little, I've got a long work history and wanted to cover pertinent information without boring the reader. Again, I'd like to thank the Board for the opportunity and their consideration. I believe we all have the same goals for our community. If anyone has any questions, please contact me.

Sincerely,

Mark Nehiba

SECTION E

I'm interested in the open board position at Montecito in Satellite Beach, Florida. My wife and I have been permanent residences of Satellite Beach since 2006. I strongly believe in paying back to the community in which we live, skin in the game, instead of being on the side lines and picking apart or Monday quarterbacking, you need to be involved.

Briefly, let me provide you with insight into my back ground.

I'm professional, competent with exceptional communication skills, punctual, problem solving skills, team building skills and extremely organized and possess excellent diplomacy skills.

Over my 60 years of life, I have experience employment inside law enforcement and once retired employment in the retail and auto industry. I started my public service career at age 14, in high school as an Explorer Scout were High School Students staffed the volunteer ambulance during and after the school day. At the age of 16, I achieved my EMT status for the State of Connecticut. This was an experience that taught me how valuable life is and that we all need to try our very best each and every day.

Moving forward, my law enforcement career started in my rural town, where I grew up, and that experience moved me on to a big city, urban Police Department. I still always wanted to be a Trooper with the Connecticut State Police, where I spent mostly my entire career. I achieved more than most, spent majority of my career in investigative units, command positions, Chief of Staff to the Colonel. I achieved the rank of Major through hard work and developing a skill set that is hard to come by today.

In closing, I strongly believe that my work/life experience could be an asset to the Montecito Community.

Thank you for this opportunity and consideration.

Eric C. Smith
689 Monterey Drive
Satellite Beach, FL. 32937

Home 321 426 4117
Cell 321 514 9479
email esmith1165@cfl.rr.com

SECTION V

SECTION A

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Montecito Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within Satellite Beach, Brevard County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors ("**Board**"), shall organize by electing one of its members as Chair and by electing Assistant Secretaries, and such other officers as the Board may deem necessary.

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. **DISTRICT OFFICERS.** The following persons are elected to the offices shown:

Assistant Secretary _____

SECTION 2. Howard McGaffney is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Jason Showe, is removed.

SECTION 2. **CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of February 2023.

ATTEST: **MONTECITO COMMUNITY DEVELOPMENT DISTRICT**

_____ _____

Secretary/Assistant Secretary Chairperson, Board of Supervisors

SECTION VI

SECTION C

SECTION i

Date	Issue	Detail
1/6/2023	Work Ticket	Health and Safety: "A large dead branch broken and hanging down from the tree. It is on the outside of the wall behind 694 Mission Bay Drive. Looking to have it removed before it falls. Application would not let me upload the associated photos."
1/24/2023	Maps	Need to update the map with the locations of District Parking Areas
1/25/2023	Amenity Center	Contact Amenity Company for possible Interim Agreement
1/25/2023	BOS Action Item	Concrete pad with deflection near paver driveway
1/25/2023	BOS Action Item	Send the Board an example of Code of Conduct (Ethics Policy)
1/25/2023	BOS Action Item	Demand Letter: Board approved the DC to draft and send demand letter
1/25/2023	BOS Action Item	District Procurement and Spending Authority Policy
1/27/2023	BOS Action Item	Workers Compensation Claim from 2022-Open
1/27/2023	Fountains	Fountain has been removed/repair needed
1/27/2023	Irrigation	ProGreen Irrigation Map Proposal
1/27/2023	Towing	Status of Towing Signs
1/27/2023	Work Ticket	Bench at Amenity Center Replacement Slats arrived, this is for the Bench located outside the wall at the entrance of Shearwater.
1/28/2023	Contract	Janitorial Contract-CoverAll-James Hunter: New Agreement proposal

1/28/2023	Amenity Center	New Pool Lift Cover delivered and needs placed
1/29/2023	Maps	Need maps of all District Roads, Landscaping etc.
1/30/2023	Irrigation	Exposed wiring for irrigation system
1/30/2023	Work Ticket	Report of irrigation running for 4 hours and running into private pool.
1/30/2023	Work Ticket	Fob not working
1/31/2023	Amenity Center	Outdoor Leaking Shower Head
2/1/2023	Community	Both west gates at the Patrick entrance has screws coming out of the hinges.
2/1/2023	Community	The speed sign on Montecito Drive in the townhome section needs resetting as it has a shim keeping it in place.

2/1/2023	Community	The stop sign at the intersection of Carlsbad and Montecito Drive is leaning and bent
2/1/2023	Community	The north pedestrian gates latch doesn’t line up to properly shut.
2/13/2023	Amenity Center	Seat Cushions blown around and dirty
2/13/2023	Community	Defacing CDD Sidewalks/Graffiti/Trash/littering at Playgrounds and Ponds

Action Item Tracker (AIT)		
Reported By	Date DM Replied	Assigned to
Craig Hemingway	1/6/2023	ProGreen
Supervisor Glynn	1/25/2023	Robert Robb-DE
District Manager	1/25/2023	Vesta Property Services
Supervisor Wellman	1/25/2023	Don Bo / Jeremy
District Manager	1/25/2023	District Manager
Board	1/25/2023	District Counsel
Board	1/25/2023	District Counsel
Board Request	1/25/2023	District Manager
Patricia Simone	1/27/2023	Jeremy LeBruan
District Manager	1/27/2023	District Manager
Supervisor LeCesne	1/27/2023	Jeremy LeBruan
Supervisor Henson	1/27/2023	District Manager
Mac	1/28/2023	District Manager

Supervisor Henson	1/27/2023	District Manager
District Manager	1/29/2023	Robert Robb-DE
Supervisor LeCesne	1/30/2023	District Manager
Larry Lohman	1/25/2023	Insight/ProGreen
Rose Monk	1/30/2023	District Manager
Carol Wellman/Mac	2/1/2023	District Manager
Supervisor Henson	2/1/2023	FDC
Supervisor Henson	2/1/2023	District Manager

Supervisor Henson	2/1/2023	
Supervisor Henson	2/1/2023	
Carol Wellman	2/13/2023	Mac
Roger Weinreb	2/13/2023	Mac

Status	Completed (C)	Verified By
01/06 email to previous Landscape maintenance company. Since then the District has transitioned to ProGreen. 02/02: DM sent to ProGreen Account Manager as a critical need for health and safety. 02/10: Sent follow up email for update.		
01/31: Spoke with DE. Working on this with Jeremy. Followed up 02/10: Pending.		
02/10 Update: Sent email to Vesta Property Services and Leland Management with the scope of work to bid on to include Janitorial Services. Vesta has been onsite to visit the Amenity Center and tour the community. I expect that both companies will respond.		
Mac/Jeremy approved proposal-Don Bo-Grinding down-$175.00. 02/10 Update: Jeremy was told by company that they hope to schedule it next week. Pending.		
02/10 Update: This item will be a discussion item for the upcoming Board meeting.		
02/10 Update: Received proposal from ProGreen, and DC sent the Demand letter on 02/06. Awaiting response from the resident.		
02/10 Update: Added this item to the February Agenda for Board discussion and DM recommendations.		
02/09 Update: Sent FIA an email asking for update.		
Jeremy has contacted Fountain Repair Co. waiting for reply. 02/01/2023, Cascade Fountains replied back that parts were ordered and expected mid-February. Pending.		
02/09: Added to the February Agenda.		
02/09: Jeremy has followed up with the towing company and the company is awaiting parts. Will install when received.		
02/09 Leland maintenance worker was assigned this project. Supervisor Henson showed him the parts and bench. Pending completion.		
02/09: Added to the February 27th Agenda for consideration.		

Mac will place on the pool lift on 01/31/2023 when down there for site visit. 01/31: While onsite I attempted to fit the cover over the chair lift and it did not fit. Several other attempts by others failed as well. It appears, it may be the wrong cover. Will assess on 02/27 after meeting.		
Waiting on reply from DE		
DM-Forwarded email to Insight and ProGreen. Need to inspect and resolve. 01/31: DM/ProGreen/Insight met onsite and contractors inspected the site. Pending ProGreen proposal to resolve.		
DM responded to work ticket, and notified contractors via email. Pending		
Resident sent DM email without naming community. Cites that she replaced battery and the FOB still does not work.		
02/02: DM: Emailed Beth Morris, CAM for the HOA to see if they have a maintenance person who could assist and they could bill the District for the repair/labor: Working to get them set up as a vendor to bundle items for a day to resolve several maintenance items on our AIT. Rate=$50/hr. so it's better to build a list and schedule all at once for a day of work to cut down on costs.		
DM: Sent email to FDC 02/01/2023 for service. 02/09/2023-Leland Maintenance worker inspected this gate with Supervisor Henson. It was determined that the gate apparatus should be replaced with a non wood gate. DM-Add to future CIP.		
02/02: DM: Emailed Beth Morris, CAM for the HOA to see if they have a maintenance person who could assist and they could bill the District for the repair/labor: Working to get them set up as a vendor to bundle items for a day to resolve several maintenance items on our AIT. Rate=$50/hr. so it's better to build a list and schedule all at once for a day of work to cut down on costs.		

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02/13: DM received email, responded back. Pending		
02/13: DM received email, responded back. Pending		

Date	Issue	Detail	Reported By
1/18/2023	Website	Update Website with new DM information	District Manager
1/25/2023	ADP	District is still paying ADP. Review with Accounting	Board
1/25/2023	BOS Action Item	Flag Pole Light reported as not illuminating	Supervisor Henson
1/25/2023	BOS Action Item	Send out Communication to the Community about DM and Amenity Transition	Supervisor LeCesne
1/25/2023	Fountains	Supervisor Henson requested last 2 years of expenses related to Fountains	Supervisor Henson
1/27/2023	BOS Action Item	Florida Door Company (FDC) Invoices needing paid: 1073249, 1073490, 1073752, 1073758, 1072785, 1072834, 107,3069, 1071663	District Manager
1/27/2023	Landscape/Irrigation	ProGreen Start Date 02/01/2023	District Manager
1/27/2023	Work Ticket	Single Family Mailboxes need to be painted/replaced	Pamela Harmeson
1/28/2023	BOS Action Item	DM / Chair-Mail Chimp Admin access	Supervisor LeCesne
1/30/2023	Rental	Rosalyn Wilson Rental-Confirm Date, get form and any fee	Supervisor LeCesne
1/25/2023	Website	Meeting Schedule Changed and posted to website	District Manager
1/27/2023	Amenity Center	Fitness Center: Out of disinfectant, no one is filling the bottles daily	Supervisor Henson

1/27/2023	BOS Action Item	Contact Florida Door Company-Gate Repair-S. Patrick	Board

Date DM Replied	Assigned to	Status	Completed (C)
1/18/2023	Jeremy LeBruan	Completed-01/27/2023	C
1/25/2023	District Manager	ADP Fees are being charged through January 2023 to ensure the districts IRS responsibilities are handled correctly for the calendar year 2022. January 2023 will be the last month for ADP as confirmed by Accounting. 01/29/2023	C
1/25/2023	Supervisor Henson	Spoke with Supervisor Henson on 01/27/2023, he stated he made an intentional evening visit to the flag pole and witnessed that the light is working. He will reach out to the resident to let him know. 01/27/2023	C
1/25/2023	Supervisor LeCesne	Completed-01/28/2023	C
1/25/2023	District Manager	Accounting provided the information and it was sent to Supervisor Henson. 01/29/2023	C
1/27/2023	Accounting	Completed, check #1574 in the amount of $5,562.32 processed and amiled on 01/25 and should arrive in a week standard mail. Email from Accounting confirms. 01/27/2023	C
1/27/2023	District Manager	Coordinated an onsite meeting for 01/31/2023 between the DM, ProGreen and Insight Irrigation to go over contract and drive the community. Discuss Transition goals for 30, 60 and 90 days. 01/27/2023	C
1/27/2023	District Manager	District Manager reviewed and responded on 01/29/2023 that single family mailboxes are residents responsibility and the enforecment of their upkeep and maintenance is not under the CDD oversight, rather a private HOA matter. 01/29/2023	C
1/28/2023	Supervisor LeCesne	Catherine has provided DM Eblast Access	Completed (C)
1/30/2023	District Manager	Catherine is working with the Resident in interim	Completed (C)
1/27/2023	GMS webmaster	02/07 Update: Completed	
1/27/2023	District Manager	02/10 Update: Coverall met with Chair and has proper access to get supplies. Supplies are now kept in the hallway closet. Coverall has agreed to fill the sanitizer bottles in the fitness center on their days they provide services as part of their duties. Updated proposal from Coverall will be on the February Agenda. Closed	

1/27/2023	FDC	02/10 Update: 02/02, the gate was repaired. 02/10-received email from a resident that the back exit gate is opening and closing non stop on its own. FDC advises repair was complete.	

Verified By
Mac
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Mac

SECTION D

SECTION i

Item will be provided under separate cover

SECTION ii

ProGreen Services, LLC

Date: 2/27/23

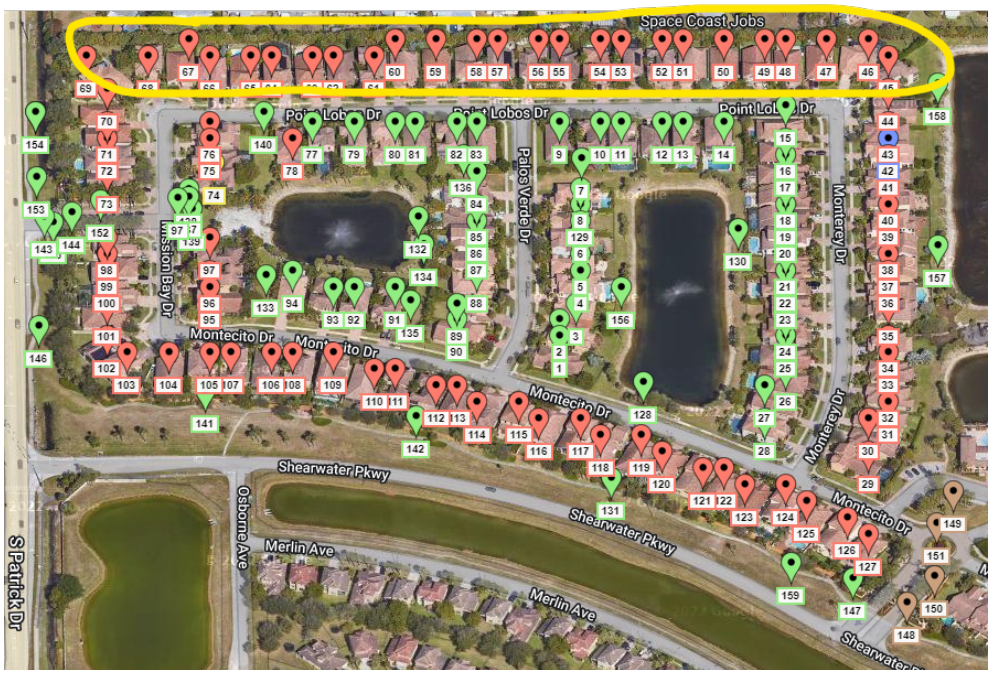
Montecito CDD Monthly Executive Summary – ProGreen Services

2/7 We completed maintenance service of the CDD property. We adjusted our service date to Thursday moving forward to accommodate the service dates of the single family and townhouse properties.

2/7 – 2/8 We completed an initial wet check of the irrigation system. Information is being compiled for a comprehensive proposal to update and replace critical items to ensure a reliable system. A mapping of the irrigation system has been submitted with more items to follow.

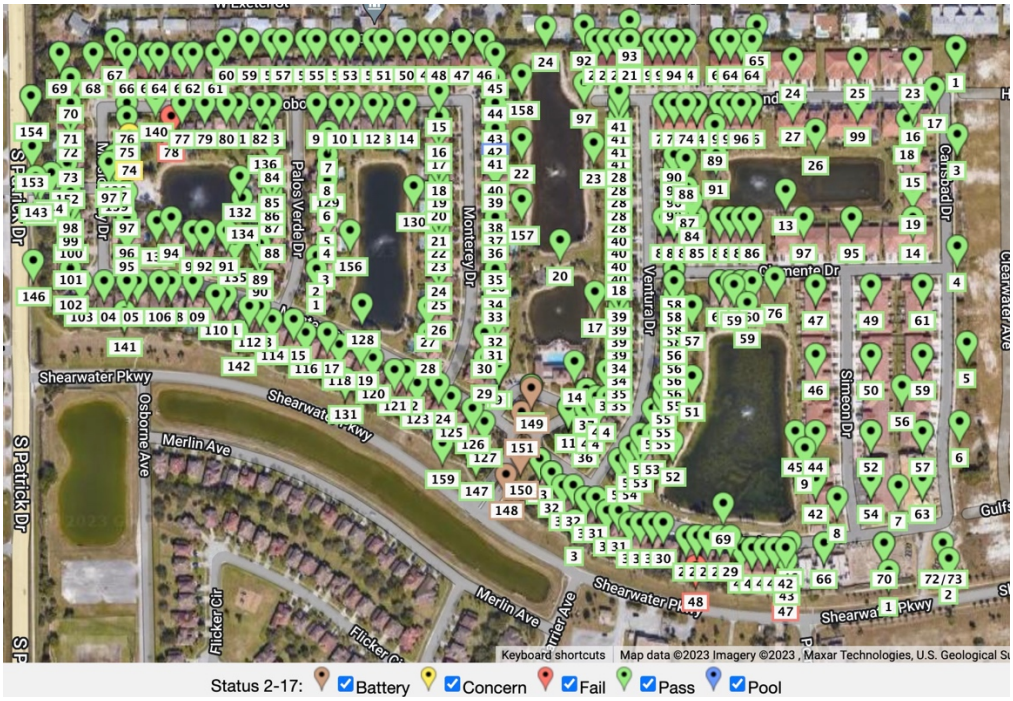
2/15 – 2/16 Irrigation system was down along the perimeter of the property. We found multiple issues causing the failure. Temporary repairs were made to bring the system back operational. A proposal to bury the new above ground wires and old above ground wire will be submitted to the CDD.

System outage map: 2/15



ProGreen Services, LLC

System outage map: 2/17



Montecito Work Orders - ProGreen Services

Date Received	Date Schedulded	Date Completed	Address	Category	Notes	Follow up Notes	Item Status
30-Jan	7-Feb	8-Feb	675 Mission Bay	Irrigation	Report of irrigation running for 4 hours and running into private pool.	Checked during wetchecks on 2/7-2/8	Closed
2-Feb	7-Feb	7-Feb	694 Mission Bay Drive	Maintenace	Remvoe Dead Tree Branch - approval to complete and invoice CDD per Mac	Mac advised to take care of the issue at the next service 2/7	Closed
2-Feb			418 Montecito Dr.	Enhancement	Install Sod in damaged area due to pool install and possible irrigation repair	Sent Proposal to Mac for Sod replacement 5 pallets $2375 request a May install	Pending
3-Feb	6-Feb	8-Feb	710 Ventura Dr	Irrigation	Sprinkler head 50,' West of the mailboxes on Ventura Dr north side of the sidewalk appears to be failed and shows minimal washout. I	Investigated cause of the issue was going to be corrected during monthly wet check 2/7-2/8	Closed
6-Feb	6-Feb	6-Feb	785 Simeon	Irrigation	report for east pump flow rate - set screw was adjusted repairing valve not shutting off property	completed during walk through approved by Mac	Closed
14-Feb	15-Feb	16-Feb	Monterey Dr	Irrigation	odd number of homes on Monterey Dr. not working from the clock per Tyler via text	found 2 sections of burnt wire that are bad. Have temporary wire running above ground in both locations. I also discovered a four-station decoder that is bad. Proposal being drafted to Mac for approval to bury all abover ground wire.	Pending
15-Feb			Palisades entrance	Irrigation	Request for proposal to change out the battery packs and have section wired and added to the clock	Added to the overall irrigation enhancement proposal	Pending
17-Feb			746 simeon drive	Irrigation	the roters behind our bldg are not working. they haven,t worked in three years. could you please see if there,s anything that can be done.	Technician will check on next scheduled visit	Pending

SECTION VII

SECTION B

SECTION i

A Florida Company Serving Florida

ProGreen Services, LLC

GPS - Mapping Irrigation

Submitted to - Montceito - CDD

Property Prepared For

Montceito - CDD

Howard McGaffney

C : (904) 940-5850 Ext. 415
E : hmcgaffney@gmsnf.com

Prepared By

Rusty Kahoe

Business Developer

ProGreen Services, LLC

C : 404-644-4270
E : rustyk@progreenservices.net

Web: www.progreenservices.net

Issued Date

01/23/2023

Valid Until

03/23/2023

Revision #: 02

ProGreen Services, LLC

General Terms & Condtions

Contract shall recognize and perform in accordance with the written terms and specifications contained or referred to herein.

a. All materials shall conform with agricultural and licensing and reporting requirements.

b. Contractor will comply with all licensing and permit requirements by City, State, and Federal governments as well as all other requirements by law.

c. Contractor must maintain proper general liability insurance, automotive liability insurance, worker compensation insurance and any other insurance required by law and provide proof of coverage to client (if requested).

d. Contractor will submit service notice for amount set forth under the prices and terms shown in this Agreement. Services rendered, that are in addition to or beyond the scope of work required by this agreement shall be proposed and billed separately.

   Additional charges may apply due to excessive cost of materials

e. All Payments for services rendered by this Agreement must be remitted within 30 days from date of invoice. A finance charge will be assessed at a rate of 1.5% per month (18% annually) until ProGreen is paid in full on any past due invoices.

f. Client will give contractor at least 10 business days, with written notice, to correct any problem or deficiency discovered in the performance of the work required under this agreement.

g. This agreement may be terminated by either party with documented due cause, upon thirty (30) days written notice to the other party. Parties agree that, should a legal dispute arise in relation to this agreement, the prevailing party will have all legal expenses paid by non-prevailing party.

h. Should contract be terminated outside the terms of this contract by client, the entire amount of unpaid contract total amounts will be due at time of termination.

i. Sealed contingency – Client/ Contractor acknowledge some conditions on site may be outside the scope of this contract- additional proposals may be needed to address these concerns.

j. Waiver any right to inspect or approval of finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

k. In the event of any arbitration, the prevailing party shall be entitled to recover all fees and expenses incurred.

_____ Initial Here

ProGreen Services, LLC

01/23/2023
Date

Pricing will be honored for 60 Days.

Property Address

208 Montecito Drive Satellite Beach, Florida 32937

Billing Address

219 East Livingston Street Orlando, FL 32801

Contact Name

Contact Phone

Contact Email

Billing Email

mbyington@gmscfl.com

GPS Mapping

Description Of Area

Provide an AS-BUILT of the GPS locations of the control valves and splices. Using customer provided as-builts. Using GIS survey equipment to an accuracy of 8" average.

Deliverables:
- 24" x 36" Printed map for each controller and 1 master map of the entire complex.

- Computer file for use with GPS equipment or apps. to located the assets in the field.

Pricing

Number of control valves and splices approx. 400 X $25 per = $10,000.00
The actual number of points will be billed. The above is an estimate of points (assets).

Does NOT include troubleshooting or wire tracking.

Hourly rate of $150.00 per hour, and the results added to the map.

Montceito - CDD
Client Name

Printed Name Of Client

Signature

Date

ProGreen Service, LLC
Service Company Name

Printed Name Of ProGreen Representative

Signature

Date

_____ Initial Here

SECTION ii

ProGreen Services, LLC
5450 10th Avenue North
Greenacres, FL 33463
+1 8883774144
kaydeec@progreenservices.net
www.progreenservices.net

Estimate 4614

ADDRESS

Montecito Community
Development District
219 E. Livingston Street
Orlando, FL 32801

DATE	TOTAL
02/03/2023	$2,375.00

SALES REP

RUSTY

DATE	DESCRIPTION	QTY	RATE	AMOUNT
02/03/2023	Provide Labor and material to replace 5 pallets of sod behind 418 Montecito from prior pool and fence installation. May require additional cost for irrigation TBD.	5	475.00	2,375.00

We appreciate the opportunity!

TOTAL $2,375.00

THANK YOU.

Accepted By

Accepted Date

SECTION iii

FRANCHISED BUSINESS SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Office Cleaners LLC, an independent Coverall North America, Inc. ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

•*Customer:* Montecito CCD
•*Street Address:* 208 Montecito Drive.
•*City, State, Zip*: Satellite Beach, Fla. 32937.

Upon the following terms:

1. Monthly Service Charge:

   **$650.00 per month, plus taxes, if applicable; to include 3x time(s) per week service. *Initial* X_____
   **Price increase due to 2023 janitorial rates/cost of living and increase frequency of window cleaning

   Service Days:

   ☒ Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐ Saturday ☐ Sunday

   The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.

3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.

4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.

5. Additional services, not included in FRANCHISED BUSINESS's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	*Charge*	*Area*	*Square Footage*
a.	$		
b.	$		
c.	$		
d.	$		
e.	$		

   Additional services accepted by: _____
   Signature

6. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

   (b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, FRANCHISED BUSINESS may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.

8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.

9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's and the FRANCHISED BUSINESS's attorney's fees and costs for collection.

10. Services shall be performed as stated in the Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

11. If "Additional Special Services" are included in the Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.

12. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns.

13. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS becomes a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.

14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER: Montecito CCD	FRANCHISED BUSINESS: Office Cleaners, LLC
	james hunter 01/31/2023
Signature and Date	*Signature and Date*
	James Hunter, Franchise Business Owner
Print Name and Title, Its Authorized Representative	*Print Name and Title, Its Authorized Representative*
	03/01/2023 / Ending Date 09/30/2024
Email Address	*Service Start Date*

Please email or fax signed contract to:

SECTION iv

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

ESTABLISHED 1977

DENNIS E. LYLES
JOHN W. MAURO
KENNETH W. MORGAN, JR.
RICHARD T. WOULFE
CAROL J. HEALY GLASGOW
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
MANUEL R. COMRAS
GINGER E. WALD
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PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN
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BRAD J. KIMBER

OF COUNSEL

CLARK J. COCHRAN, JR.
SUSAN F. DELEGAL
SHIRLEY A. DELUNA
GERALD L. KNIGHT
BRUCE M. RAMSEY

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

February 3, 2023

VIA E-MAIL ONLY– hmcgaffney@gmssf.com

Mr. Howard McGaffney
District Manager
Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801

Re: Adjustment to District Counsel Fee Structure
Montecito Community Development District
Our File: 617.04343

Dear Howard:

This firm's current fee structure has been in place since 2005. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective May 1, 2023, as follows:

- Attorneys/Partners: $275.00 per hour
- Attorneys/Associates: $225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 51.6% increase since the year 2005 and we have not raised our fees during that time.

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

Ginger E. Wald
For the Firm

GEW/jmp