

*Montecito Community
Development District*

Meeting Agenda

April 5, 2023

AGENDA

Montecito Community Development District

www.MontecitoCDD.org

March 29, 2023

Board of Supervisors
Montecito Community Development District

Dear Board Members:

The Montecito Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, April 5, 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. Landscape and Irrigation Reports
 - a. ProGreen
 - b. Designation of CDD Property Mowing Areas
- IV. Approval of Consent Agenda
 - a. Minutes of the January 25, 2023 and February 27, 2023, Board of Supervisors Meetings
 - b. Balance Sheet and Income Statement
 - c. Assessment Receipts Schedule
 - d. Check Register
- V. Staff Reports
 - a. District Counsel
 - b. District Engineer
 - c. District Manager
 - d. Vesta Update
- VI. Business Items
 - a. Items for Board Consideration
 - i. Resolution 2023-06 Providing District Manager with Limited Discretionary Spending Authority Under Conditions Specified; Authorizing District Manager and Amenity Manager to Execute Certain Agreements and Purchase Orders on Behalf of the District
 - ii. Resolution 2023-07 Authorizing Use of Electronic Documents and Signatures
 - iii. Request Authorization to Issue RFQ for Professional Engineering Services
 - iv. ProGreen Enhancement Proposals
 1. Mulch Installation – Option 1: \$19,500; Option 2: \$14,950
 2. Rock Installation – \$142,500
 3. Lake Edge Plant Material Installation at Playground - \$1,485
 4. Valve and Valve Boxes Repair at 218 Montecito West Side - \$850
 5. Sod Replacement Behind 418 Montecito - \$2,375

6. Battery Pack Removal from Existing Valves/New Wire Conduit Installation - \$8,750
 7. Plant Replacement in 16 Potters - \$2,800
 8. Removal and Replacement of Turf Throughout Property – \$16,200
 9. Palm and Oak Tree Trimming - \$20,500
 - v. Luke’s Handyman and Window Cleaning – Removal & Replacement of Gates - \$8,550
 - vi. Hoover Pumping Systems Proposal for Filter Replacement on Existing System (Site 8563) - \$19,905.65
 - vii. Amtec Proposal for Arbitrage Rebate Calculation Report Preparation - Series 2022 Bonds
 - viii. Third Amendment to Agreement for District Management Services with GMS-CF, LLC
 - b. Discussion Items
 - i. Code of Conduct
 - ii. HOA Request for Facility Use Agreement
 - iii. Amenity Center Hours and Security
 - iv. Review of Fiscal Year 2024 Proposed Budget – Draft Only
- VII. Other Business
- VIII. Supervisor Requests
- IX. Audience Comments
- X. Next Scheduled Meeting – May 3, 2023, at 9:30 AM at the Montecito Beach Club
- XI. 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



Date: 3/27/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

3/6/23 - Advised of new mowing areas to be maintained within the Townhouse CDD section. Clarified with Mac the new areas along the corners of the townhouse properties. Added new section to the mowing schedule.

3/9/23 - Removed Ornamental grasses within the playground area behind the club house. No Replacement. Detailed and removed dead plants throughout the community common areas.

3/9/23 – Installed preemergent in the bedding areas around the club house entrances and other CDD bed areas.

3/9 /23– 3/16/23 – Well valves were open at the ponds.

3/14 – 3/16 – Wet check performed.

3/16 – Completed a mainline irrigation repair in the North/East corner of Redondo and Carlsbad. Was advised this has been a slow leak for over 6 months.

3/16/23 - Removed dead Bismarck Palm to the back left of the club house.

3/16/23 -Trimmed Palms along Shearwater entrance and shrubs within the townhouse section.

3/16/23 – Mowed the CDD turf areas. One mower had an equipment failure resulting in some areas being scalped before it was discovered. The mower was repaired, and the areas have since recovered.

3/16/23 – 3/17/23 Installed palm fertilizer at the front entrances and turf fertilizer around the clubhouse and CDD easements. Additional turf areas are scheduled for April.

3/20/23 – Montecito Dr. odd number of zones down. Traced the wire to determine a faulty wire. Had to run new wire to replace damaged wiring. System back up 3/22/23.

3/23/23 – Detailed all CDD areas outside of perimeter wall.



ProGreen Services, LLC

3/27/23 - New path along Montecito Dr odd was reported down. Experiencing issues where new wiring has been installed - the old wire along the path is now failing due to poor connections and water intrusion. See notes below on rewire proposal.

3/27/23 – Advised of new detail area to be maintained within the Townhouse section. Clarified with Mac the new areas of the shrubs. Added to the maintenance schedule.

3/30/23 – Scheduled mowing of the turf areas.

Upcoming Projects / Activities:

Mapping of the irrigation system is scheduled for 2nd week of April.

Trimming of remaining palms and oak trees in the CDD areas is scheduled for the 2nd week of April.

Turf fertilizer and weed control is scheduled for CDD verge scheduled in April.

Maintenance Service Schedule:

Service date for April is on Thursdays.

- Mowing Schedule for April – 6th, 13th, 20th, 27. Subject to change depending on turf growth.
- Detail schedule April – 6th Entrances / Club House, 13th Exterior Perimeter, 20th Townhomes, 27th Entrances / Club House Subject to change depending on growth.
- Bed Weed Control April – 6th, 13th, 20th, 27th Treat areas as necessary.

Montecito – CDD Enhancement Estimates

Irrigation Enhancements

Remove Battery Pack zones and bring within the network. Install new wire, valves, and decoders to connect to the Clubhouse controller. Coordinate with Insight to program the pump to run this section off the West pump station, thus, eliminating the need to access the sleeves or boring under the entrance drive. Estimate 4814 \$8750.00

Rewire sections of the community. After the mapping is completed in April, we will review our findings and determine which sections we recommend for rewiring.



Sod Replacements

The following areas have been identified for sod replacement within the CDD footprint:

Replace failing turf at both entrances with Zoysia approx. 5000 sq ft. Estimate 4816 \$5750.00

718 Montecito – Install new sod behind the houses 5 Pallets St. Augustine Estimate 4614 \$2375

728 Montecito – Easement area to the left of the property. Grade areas due to settlement from mainline repairs/move. Replace old valve boxes and poor wire connectors and install new sod. Estimate 4826 \$850

Request from Mac sod replacement at these residences and verge areas. Approx. 5000 sq ft. of St Augustine Estimate 4816 \$4750.00

229 Montecito – Verge small section in the front and back yard

688 Monterrey – Verge and front

768 Monterrey – Verge front and back yard

Additional sod replacement in the Community along the verge areas. Approx. 6000 sq ft. Estimate 4816 \$5700.00

398 Montecito

428 Montecito

685 Mission

675 Mission

645 Mission

635 Mission

364 Point Lobos

335 Point Lobos

324 Point Lobos

355 Point Verde

698 Monterrey

133 Montecito

115 Montecito

714 Simeon



726 Simeon
724 Simeon

96 Clemente
146 Clemente

156 Redondo
148 Redondo
95 Redondo

Plant Removals and Replacements

Remove annual flowers in the 16 containers/pots at the front entrances, club house, pool patio, and replace with colorful perennials. Estimate 4815 \$2800. We would only charge for the actual number of pots needing irrigation repair, and new plants as some won't need to be completely changed out or repaired.

Remove ornamental grass along the back bank of the pond between the playground and the pond. Replace with Mexican Petunia and Pygmy Date Palms - Tri Stem along the bank. Estimate \$4825 \$1485

Mulch Install:

Estimate 4787 to install 300 yards of Mulch \$19,500.00 in CDD areas.

Montecito Work Orders - ProGreen Services

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status
23-Jan	1-Apr		CDD	Enhancement	Received a request to map the valve and wiring system of the CDD irrigation system on the CDD property	Recived approval at the 2/27 board meeting. Have the worked scheduled for the 2nd week of April	Pending
2-Feb			418 Montecito Dr.	Enhancement	Install Sod in damaged area due to pool install and possible irrigation repair odd number of homes on Monterey Dr. not working from the clock per Tyler via text	Sent Proposal to Mac for Sod replacement 5 pallets \$2375 request a May install	Pending
14-Feb	15-Feb	3-Mar	Monterey Dr	Irrigation		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. Invoice 15715 \$3120.00 for emergency repairs. Estimate 4676 \$2400 to bury wires. Received approval to bury the wire -3/1 Started burying wires on 3/2	Closed
15-Feb			CDD	Enhancement	Request for proposal to update the sod and plants in the CDD areas	Estimate provided during the monthly report	Pending
15-Feb			Palisades entrance	Enhancement	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. Tyler for East Controller.	Pending
17-Feb	22-Feb	22-Feb	746 simeon drive	Irrigation	the rotors 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.	Valve was showing less than 3 volts. Need to trace wire to determine dead area. Located valve and temporary wire above ground. Need determin next steps as to one zone has been capped and one has only one working rotor. Possible new lateral line installed.	Closed
20-Feb	22-Mar	23-Mar	324 Point Lobos	Irrigation	Now the sprinklers are running for about 12 hours. can you please have them fix timer? Hopefully this time they can get it right!	Angie confirmed the run time of 30 min. Replaced valve and cut out old pipe that had roots running through the path.	Closed

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status
28-Feb	1-Mar	1-Mar	151 Redondo Drive	Irrigation	Irrigation system is not functioning properly and grass is dying as a result. The landscapers also have not been tending to the back yard.	Mac requested more information from the homeowner regarding the location of the issue. Determined this was an HOA issue.	Closed
28-Feb	7-Mar	7-Mar	395 Point Lobos Drive	Irrigation	Paradise did a wet check on my property and a sprinkler head in the swale by the mailbox was clogged and not working. They said it was CDD property and was not their responsibility and did nothing. I am reporting this so that the proper repair of this can happen. Additionally, there were 2 sprinkler heads in my back yard not working properly and hopefully they put in a ticket. This is very confusing for the homeowner.	Replaced heads due to blockage system working	Closed
1-Mar	1-Mar	1-Mar	Pump #2 - Playground	Irrigation	Mac called about a reported noise from Pump #2	Contacted Tyler - His response Rusty called me asking about a loud noise possibly coming from pump #2 at Montecito. I do not see any issues on our end. Pressure is steady as valve is closed, i.e. water is off at moment. The only thing that would've been "noisy" is at around 7:25am it did a filter flush where it automatically self-cleans the filters. This lasted about 5 minutes. This could be noisy but also very brief. Was inspected by Hoover as well and report sent to Mac.	Closed
2-Mar	2-Mar	2-Mar	Pump #1	Irrigation	Angie reported - There is approximately 60gpm of constant flow on pump 1 when opened. This is the culprit of the high flow alarms last night.	Tech reported there was a solenoid that had to be rebuilt and the setscrew was completely stripped and missing. It looks like someone has been messing with it.	Closed

SECTION IV

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, January 25, 2023 at 10:30 a.m. via Zoom Communication Media Technology and at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Catherine LeCesne
Ed Henson
Tanja Glynn
Richard Wellman

Chair
Vice Chair
Assistant Secretary
Assistant Secretary

Also present were:

Jeremy LeBrun
Howard “Mac” McGaffney
Michael Pawelczyk
Residents

District Manager
GMS
District Counsel by Zoom

The following is a summary of the discussions and actions taken at the January 25, 2023 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 10:30 a.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun opened the public comment period. Residents were asked to state their name and limit their comments to three minutes. Mr. James Bourdeau of 137 Clemente Drive questioned when the new landscaping company was starting. He and Mr. Mario Cafiero of 229 Montecito Drive asked if the Board was considering the use of skateboards and scooters within the community. Mr. LeBrun explained this was only a public comment period and the Board could

address it later in the meeting. There being no further audience comments, Mr. LeBrun closed the public comment period.

THIRD ORDER OF BUSINESS

Organizational Matters

A. District Management Transition to Howard McGaffney

Mr. LeBrun introduced Mr. Howard “Mac” McGaffney to the Board. Mr. McGaffney was replacing Mr. LeBrun as District Manager. His first task was dealing with the abrupt departure last night of the current Amenity Manager, Ms. Tina Campbell. If the Board accepts him as their District Manager, Mr. McGaffney wanted to have direct oversight over the District and would work directly with the Board on projects. His hope was the Board would trust him and allow him the maximum leeway and latitude to run the District.

Mr. Henson appreciated what Mr. McGaffney said and felt that he would be an asset to Montecito, but voiced concern that the District had three Facility Supervisors within a year and this was the third District Manager. The Board was looking for sustainability and hoped that Mr. McGaffney would bring that to Montecito. Mr. Wellman agreed and felt that with his leadership with projects in other Districts, Mr. McGaffney would be extremely helpful to the Board. Ms. Glynn was sorry to see Mr. LeBrun leave and looked forward to working with Mr. McGaffney. She explained that the Board had been handling landscape and irrigation due to lack of trust with vendors. Ms. LeCesne appreciated the dedication of the Board to this community to do what was necessary, looked forward to working with Mr. McGaffney and thanked Mr. LeBrun for his service. Mr. Pawelczyk worked with Mr. McGaffney on a District in Homestead, which was doing great due to his management and looked forward to working with him. It was a positive change.

Mr. McGaffney acknowledged that change was difficult and the Board needed to do what they believed was right for the community, with the advice of the District Manager. He hoped to gain the Board’s trust and planned to meet with each Board Member independently to get to know them. Mr. McGaffney would do what was right for the District and help the Board come to consensus and make the tough decisions. They could not predict people leaving their positions, but his goal was to stay in Montecito and be upfront with the Board. Regarding areas of oversight, they must have the right people in place at the right time with the right skillset as well as the right quantity as one employee could not handle a District of this size. In his opinion, 40 to 50 hours per week, did not satisfy the needs of a community this size. Before Mr. LeBrun left, he would ensure that the Board had the right resources to get another amenity company and recommended that the

Board hire someone on an interim basis. The District had landscape challenges and they must work with the new landscape company on the immediate needs. In the meantime, Mr. McGaffney would work with the Supervisor who had oversight.

B. Consideration of Resolution 2023-04 Approving Assistant Secretary

Mr. LeBrun presented Resolution 2023-01, removing Mr. LeBrun as Assistant Secretary and adding Mr. McGaffney, which was included in the agenda package.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor Resolution 2023-04 Approving Mr. Howard McGaffney as Assistant Secretary was approved.

C. Acceptance of Resignation of Supervisor Eric Smith

Mr. LeBrun announced that Mr. Eric Smith resigned as of December 13, 2022.

On MOTION by Ms. LeCesne seconded by Ms. Glynn with all in favor Mr. Eric Smith's resignation effective immediately was accepted.

D. Consideration to Appoint Individual to Fulfill the Board Vacancy with Term Ending November 2024

Mr. LeBrun explained that the Board could choose to appoint a Supervisor today or announce the vacancy to the community and allow residents to submit Letters of Interest or resumes to the District Manager, which would be forwarded to the Board in advance of the February meeting. Mr. Wellman preferred to announce the vacancy to the community and consider applicants at the next meeting. Mr. Henson did not feel comfortable appointing someone without interviewing them. Ms. LeCesne hoped that they had a diverse representation of the community as the last time they went through this process, they had seven candidates, but only one single-family homeowner and suggested scheduling a workshop. Ms. Glynn agreed and questioned when the next workshop was scheduled for. Ms. LeCesne confirmed that one was scheduled for April. There was Board consensus to announce the vacancy and request Letters of Interest and resumes from residents for the Board review prior to the February CDD meeting.

E. Administration of Oath of Office to Newly Appointed Supervisor

F. Consideration of Resolution 2023-05 Electing Assistant Secretary

These items were tabled.

G. Discussion of Amenity Operations and Procedures

Ms. LeCesne recalled that the Amenity Manager left abruptly last night and there would be procedures and policies in place to hire a new one, but voiced concern about current coverage. Ms. Glynn questioned whether the District was in a better position since the prior Amenity Manager purchased new computers, got the system operating and sent email blasts. Ms. LeCesne stated that Ms. Campbell was stellar with her organizational skills, ensuring that the contracts were current and the invoices matched the work and contractors were paid on time. The District was up to speed with materials; therefore, anyone going into the office should be well equipped. Mr. McGaffney pointed out that Ms. Campbell left the keys and the building was locked and suggested that the Board enter into an interim agreement for an interim Amenity Manager until the next meeting while they solicit amenity management firms. Ms. LeCesne volunteered to handle any security issues such as gate malfunctions and providing access cards. Mr. McGaffney recommended communication with residents on what occurred and the plan going forward. Mr. Henson suggested utilizing the website for communication and sending an e-blast. Mr. Wellman proposed having a schedule so someone was onsite. Ms. Glynn preferred having signage. After further discussion, there was Board consensus for Mr. McGaffney to work with the Chair on having a sign posted at the office with a phone number to call, having someone in the office on an interim basis and working with the HOA and Master Association on an e-blast.

- **Discussion of Supervisors Areas of Oversight (Item 3H)**

Mr. McGaffney noted the following current areas of oversight:

- Lighting, Benches, Signage, Walls and fountains: Mr. Henson

Mr. McGaffney requested that Mr. Henson continue having oversight, until an Amenity Manager was in place, but if an issue could not wait until a meeting, Mr. McGaffney would have spending authority for any unforeseen circumstances, which would be ratified by the Board at the next available meeting.

- Landscaping, Irrigation & Pumps: Mr. Smith

Mr. McGaffney requested that Mr. Wellman serve in this capacity and if he needed information, resources or assistance, he would contact Mr. Wellman, but Mr. McGaffney would work with the Chair on the majority of issues.

- Rules and Financials: Ms. Glynn

Mr. McGaffney would get up to speed on the current policies and procedures. If any decisions needed to be made outside of a meeting, he would work with the Chair and District Counsel. Ms. Glynn stated if a resident had a complaint or an issue, there was an online forum on the website and asked if it would now be routed to Mr. McGaffney. Mr. McGaffney would handle any complaints in the short term. Ms. LeCesne reported that there were missing parking and towing signs, especially at each entrance. Mr. LeBrun recalled that Ms. Campbell ordered the signs and they just needed to be mounted. Mr. McGaffney would contact Ms. Campbell and get access to her emails. Ms. LeCesne recalled that Ms. Campbell was in the process of setting up a survey and analysis of the number of reporting issues. Mr. McGaffney would verify what was being tracked and how it was followed through.

- **Discussion of Amenity Operations and Procedures (Item 3G)**

Mr. McGaffney requested that the Board authorize the District Manager, with the assistance of the Chair and District Counsel, to solicit amenity management firms on an interim basis. Ms. Glynn recalled that there an agreement with Evergreen for a person and a half. Mr. McGaffney suggested staffing it seven hours per week and having a full-time field maintenance worker, full-time Amenity Manager and part-time Facility Assistant on the weekend. Mr. Henson felt that not much maintenance needed to be done. Mr. McGaffney suggested starting out with a part-time field maintenance worker and would include the hours and personnel in the scope. Mr. Pawelczyk suggested including in the Amenity Management Agreement. Mr. McGaffney proposed starting out with the Clubhouse Manager during the week and on the weekend if necessary and a part-time facility maintenance worker. Ms. LeCesne liked that Ms. Campbell quantified how much could be done by a maintenance person and formulated the contract based on availability, scope and cost and establish a relationship.

Mr. Wellman moved to authorize the District Manager, Chair and District Counsel to execute the interim Amenity Management Agreement to fill the immediate need for an Amenity Manager and Ms. LeCesne seconded the motion.
--

Since this item was not on the agenda, Mr. McGaffney opened the floor for audience comments. A Resident thanked Mr. McGaffney for providing his professional opinion. There being no further audience comments, Mr. McGaffney closed audience comments.

On VOICE VOTE with all in favor authorization for the District Manager, Chair and District Counsel to execute the interim Amenity Management Agreement to fill the immediate need for an Amenity Manager was approved.

Mr. McGaffney would prepare the scope and provide it to the Board at the February meeting. If they could not find anyone, he would inform the Board, but in the meantime, he would work with the Chair. The Amenity Center would be closed, but residents would have access through key cards.

H. Discussion of Supervisors Areas of Oversight

This item was discussed.

- **Discussion of Board meeting calendar and schedule modification** *(Added)*

Mr. McGaffney requested that the Board discuss the regular meeting dates, due to his travel constraints.

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor amending the agenda to discuss the regular meeting dates was approved.

Mr. McGaffney noted that no meeting was scheduled for March, with the exception of a workshop to discuss the budget and suggested scheduling monthly meetings instead of having the March workshop. Ms. LeCesne preferred to have a March regular meeting. Mr. Henson, Mr. Wellman and Ms. Glynn agreed. Ms. Glynn recalled that meetings were scheduled in the morning on Wednesdays and in the evening on Mondays to accommodate residents. Ms. LeCesne pointed out that residents were only coming to budget and special meetings. Mr. McGaffney preferred the current schedule, which was to meet on February 27, May 3, June 26, August 2 and September 25 in the morning, with the exception of the evening meeting for the budget. Mr. Pawelczyk had a conflict with the Baytree CDD and proposed that meetings be scheduled the first Wednesday of each month at 10:30 a.m. Ms. Glynn suggested meeting at 9:30 a.m. and asked if they were required to advertise the meeting schedule if they changed it. Mr. Pawelczyk suggested placing one advertisement with all of the meeting dates. Mr. McGaffney stated that GMS would pay for the advertisement since he requested the same, which required seven days' notice. Mr. Pawelczyk requested a draft meeting schedule for Board review at the February meeting. Ms. Glynn noted if

the Board approved the meeting schedule on February 27th, there was no sufficient time to meet the seven days' notice to advertise the March meeting. Mr. McGaffney suggested meeting in February as scheduled and having the new meeting schedule take effect in March. After further discussion, there was Board consensus to change the meeting schedule to the first Wednesday of each month at 9:30 a.m. effective April 5th, holding a budget workshop on March 1st at 9:30 a.m., a budget presentation at the June 7th meeting at 5:30 p.m. and having the February 27th meeting as scheduled at 10:30 a.m. and one advertisement with the ad changes to be covered by GMS.

Ms. LeCesne moved to approve the meeting schedule changes as stated above and Mr. Wellman seconded the motion.

Since this item was not on the agenda, Mr. McGaffney opened the floor for audience comments. A Resident voiced concern if the meeting schedule was changed to the morning, that new Board Members could not attend. Mr. McGaffney requested that the notice include the anticipated schedule of the meetings so that the candidates could plan accordingly. There being no further comments, Mr. McGaffney closed audience comments.

On VOICE VOTE with all in favor the meeting schedule changes as stated above was approved.

FOURTH ORDER OF BUSINESS

New Business Items

A. Discussion and Consideration of Demand Letter

Mr. LeBrun provided the demand letter for 418 Montecito Drive to reimburse the District for the mainline issues, due to their pool construction. Mr. Pawelczyk noted that he drafted in consultation with the District Manager and the Chair based on Ms. Ginger Wald's recommendation.

On MOTION by Mr. Henson seconded by Ms. LeCesne with all in favor authorizing staff to send a demand letter for 418 Montecito Drive was approved.

B. Consideration of Landscape Agreement

Mr. LeBrun recalled that District Counsel drafted the agreement at the request of the Board and it was sent to ProGreen Services, LLC. (ProGreen) for their review and signature. They signed it prior to a letter of termination being sent to Paradise. There was one strikethrough on Page 27.

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor the Landscape Management and Irrigation Services Agreement with ProGreen Services, LLC was approved.

C. Ratification of Fiscal Year 2022 Audit Engagement Letter

Mr. LeBrun presented an agreement with Grau & Associates (Grau) for auditing services, which was included in the agenda package. At the last Audit Committee Meeting, the committee selected Grau to engage in the Fiscal Year 2022 audit.

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor the Agreement with Grau & Associates for Fiscal Year 2022 Auditing Services in the amount of \$4,200 was ratified.

Mr. McGaffney thanked the Board for the opportunity to represent the Board. *Mr. McGaffney left the meeting.*

D. Review of Purchasing Procedures

Ms. LeCesne requested this item for the agenda due to an incident regarding Board Members opening accounts and purchasing items without Board approval. Mr. Henson suggested that the Board review the amounts that the District Manager or Amenity Manager could spend in between Board meetings. Mr. LeBrun stated that a resolution would be drafted, which would include the spending limits for the District Manager and Amenity Manager. Mr. Pawelczyk suggested setting a maximum spending amount. Mr. Wellman clarified that he did not open an account at ACE as it was opened by Mr. Randy McGrath five or six years ago, to purchase lights for the Christmas tree. Mr. LeBrun stated that the account was now closed. Ms. LeCesne stressed the importance of closing accounts when someone was terminated or resigned. Ms. Glynn requested that all accounts be closed until the amenity management situation was resolved.

E. Discussion of E-Bikes and Golf Carts

Mr. Wellman requested this item for the agenda due to people driving golf carts and electric bikes on sidewalks between Monterey Drive and the Clubhouse. Ms. Glynn stated that according to the rules, golf carts were prohibited on the District's right-of-way (ROW) or parking areas except for at the Amenity Center parking lot. Ms. LeCesne noted that she ticketed vehicles and there was currently a process where the first violation was a notice and the second violation was towing; however, the issue was how it was being enforced. Ms. Glynn proposed that parking issues

be handled by a Board Member in the absence of the Amenity Manager, placing a notice in the newsletter and sending an e-blast to residents to not drive golf carts and electric bikes on sidewalks. Ms. LeCesne would send out the e-blast. Mr. Wellman reported that the registration for a truck parked on Ventura Drive expired in July. Mr. Henson proposed that Board Members ticket vehicles that were in violation, as Board Members had this authority. Ms. LeCesne requested that a picture be taken of the ticket, the window where the ticket was placed and the license plate.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pawelczyk would work with GMS on an interim agreement for the Amenity Manager and the proposed purchasing policy resolution for the next meeting.

B. District Engineer

There being none, the next item followed.

C. District Manager

i. Consideration of Check Register

On MOTION by Ms. Glynn seconded by Mr. Wellman with all in favor the Check Register for November 1, 2022 through November 30, 2022 in the amount of \$44,585.94 was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun presented the December 31, 2022 Balance Sheet and Income Statement. The District was in good shape as assessment collections were at 92%. The remainder of assessments should arrive in the next couple of months. Mr. Wellman questioned why they were still paying ADP fees, as Mr. McGrath was no longer an employee. Mr. LeBrun believed that there were prior claims and would verify with the accountant.

D. Amenity Manager

Mr. LeBrun presented the Facility Manager's Report, which was included in the agenda package.

i. Lake Pasadena & Lake Sonoma Fountain Repair

Mr. LeBrun presented proposals from Cascade Fountains for the Lake Pasadena and Lake Sonoma fountain repairs, which were included in the agenda package. The Lake Pasadena fountain

repair was in the amount of \$1,925.20 and the Lake Sonoma fountain repair was in the amount of \$4,639.89. The budget for Fiscal Year 2023 for fountain service repairs was \$9,000 and \$7,000 was remaining. Mr. Henson agreed that the fountains should be repaired and requested that GMS provide an analysis of how much was spent on fountain repairs and replacements over a three-year period to track what was being spent on repairs. Mr. LeBrun would request a vendor history list from the accountant.

On MOTION by Ms. LeCesne seconded by Ms. Glynn with all in favor the proposals with Cascade Fountains for the Lake Pasadena and Lake Sonoma fountain repairs as presented were approved.

ii. Permitted Required Water Testing Proposal

Mr. LeBrun presented a proposal from ECOR for required water testing by the St. Johns Water Management District in the amount of \$360, which was included in the agenda package. This was for three wells. They were waiting for an answer to a question on one of the wells from the District Engineer. Mr. Henson felt that this was important, especially as they get into the dry season. Ms. LeCesne agreed, due to the amount of fish kills.

On MOTION by Mr. Wellman seconded by Ms. LeCesne with all in favor the proposal with ECOR to perform the permitted required water testing in the amount of \$360 was approved.

iii. Pool Service Proposal

Mr. LeBrun presented proposals from Beach Pool Service and Brevard Pools to increase the pool cleaning service from three days to five days per week, which was included in the agenda package. Beach Pool Service proposed \$1,500 per month for five days per week and \$980 for three days per week versus Brevard Pools, which proposed \$936 per month for five days per week and \$643 for three days per week. Mr. Henson did not feel that the pool needed to be cleaned five days per week but wanted to change pool vendors. Ms. LeCesne noted that Beach Pool Service was more money, but Brevard Pools was not cleaning the pool properly. Ms. Glynn preferred to wait until they hired the new Amenity Manager. Mr. Wellman agreed with changing vendors as he was not happy with Brevard Pools. After further discussion, there was Board consensus to table this matter until the Amenity Manager and District Manager were transitioned and the District Manager would obtain pool vendor recommendations for a future agenda.

iv. Playground Equipment Replacement/Addition

Ms. LeCesne received documentation from a resident regarding a recall on the playground slide. Mr. LeBrun pointed out that per the vendor, the District had a climber, which was not part of the recall. Mr. Wellman pointed out that playground equipment was expensive. Mr. LeBrun recalled that Baytree spent \$30,000 for two swings and a dome climber. Mr. Pawelczyk suggested repurposing the space for another use. Resident Krystal Lynch of 682 Carlsbad Drive suggested replacing it with something inexpensive like a merry-go-around and offered to do a fundraiser to donate funds for the climber. Ms. Glynn noted if residents were willing to help fund it, the District could accept donations. Mr. Pawelczyk advised that the District could accept donations as long as the doner dictated what the money was used for. Resident Doug Glass of 117 Montecito Drive requested a canopy over the equipment so it could be used year-round. After further discussion, there was consensus for Mr. Henson to work with Ms. Lynch on bringing ideas and proposals to the Board.

v. Signage

Mr. LeBrun reported that this item was for signage purchased at the Board's direction. Ms. LeCesne stated that the sign was in the office and needed to be mounted. Once the sign was approved by the Board, it would be mounted. The towing signs would be mounted as soon as they were shipped.

vi. Facility Operations Update

Mr. LeBrun reported that the gates were in the process of being repaired and would follow up with Florida Door Control (FDC) to add reflectors. Several of their invoices were unpaid as they were sent to an incorrect email address and were now being re-directed to the proper one. Ms. LeCesne pointed out that when the gate system was purchased in 2016, it was \$45,000 and in its current state, parts were missing and electrical wires were hanging out of it. Mr. Wellman recalled that they had a preventative maintenance contract. Ms. LeCesne noted that it lapsed. Mr. Wellman stated that the reflectors on signs at the Shearwater gate needed to be replaced and signs on the S. Patrick gate needed to be readjusted. Mr. LeBrun would ask Mr. McGaffney to follow up with Ms. Campbell. A Resident stated that signs were in the bushes adjacent to the gates.

SIXTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. Henson requested an update on the workers compensation claim from November of 2021, re-tightning of the north pedestrian gate, evaluation of the push bar, residents walking/riding in the middle of the street and rechecking a light Dr. Bourdeau filled out a ticket for, which was working two days ago. If the light did not work, he would bring down the American flag. Mr. Pawelczyk advised that there was not much that they could do about residents in the middle of the street, other than asking them to stop because it was a safety concern. Mr. Wellman reported a raised sidewalk by 769 Monterey that needed to be repaired. Ms. LeCesne requested it be marked with orange paint until a handyman could take care of it. Ms. Glynn recalled that tree roots were raising the sidewalk and suggested obtaining a proposal from ProGreen to remove trees from CDD sidewalks and that a damaged culvert on Monterey Drive be repaired. Mr. Pawelczyk advised that a permit was required to remove trees. Mr. Henson recalled that there were tickets from six months ago on the speed limit signs; however, there was another one was on the corner of Carlsbad Drive and Montecito Drive that was in bad shape. Mr. LeBrun suggested that Mr. McGaffney address these at the next budget workshop. Mr. Wellman requested that new fence gate by the pool equipment be tightened, the hose be addressed by the pool vendor as it was left on, removal of the lattice near the A/C unit and requested an update on the golf cart. Ms. LeCesne reported that it was now fixed and could be used by the Supervisors. Ms. Glynn asked if there were minutes from the last meeting. Mr. LeBrun stated that the December and January meeting minutes would be on the next agenda. Ms. LeCesne reported that the alarm at the Clubhouse was repaired. It was due to a faulty pull handle.

SEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chair/Vice Chair

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, February 27, 2023 at 9:30 a.m. via Zoom Communication Media Technology and at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Catherine LeCesne
Ed Henson
Tanja Glynn
Richard Wellman
Eric Smith

Chair
Vice Chair
Assistant Secretary
Assistant Secretary
Supervisor-Elect

Also present were:

Howard “Mac” McGaffney
Ginger Wald
Dan Fagen
Lea Stokes
Rusty Kahoe
Residents

District Manager
District Counsel
Vesta
Vesta
ProGreen Services, LLC.

The following is a summary of the discussions and actions taken at the February 27, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 9:32 a.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

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

Mr. Mario Cafiero of 229 Montecito Drive noted that the community was not in the best shape because of prior landscaping company and proposed that anyone interested in the operation, safety, appearance, health and wellbeing of the Montecito community, find solutions, without

pursuing any legal remedies. The irrigation system was not providing adequate water flow to the common grounds and proposed a treatment plan, which he provided to the Board.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the December 7, 2022 Board of Supervisors Meeting and the December 7, 2022 Audit Committee Meeting

Mr. McGaffney presented the minutes of the December 7, 2022 Board of Supervisors and Audit Committee Meetings, which were included in the agenda package. Ms. LeCesne provided changes to the District Manager. Mr. McGaffney stated one comment was attributed to someone else.

B. Balance Sheet and Income Statement

Mr. McGaffney was researching whether \$14,152 earmarked for previous capital projects from the developer, could be remitted to the District. Mr. Henson questioned the \$10,000 under District Engineer through January 31, 2023. Mr. McGaffney explained that this was the amount that should have been spent, but no funds were spent year to date and it should be zero.

C. Assessment Receipts Schedule

Mr. McGaffney reported through January 31, 2023, total revenues of \$823,000 for the year and \$863,000 under the adopted budget. Assessments would still be received as late as April and May. Ms. LeCesne questioned whether it was based on when homes were purchased. Mr. McGaffney explained that assessments were paid directly and deposited into the District accounts. When owners paid their assessments, some took advantage of the early 4% discount to pay in December. It goes down each month thereafter and after June 15th, it would go to tax certificate sales.

D. Check Register

Mr. McGaffney presented the check register for January 2023 in the amount of \$344,809.38.

On MOTION by Ms. Webb seconded by Ms. LeCesne with all in favor the consent agenda items as stated above was approved

FOURTH ORDER OF BUSINESS**Discussion and Consideration of
Appointing a Candidate to the Unexpired
Term of Seat 3 as an Assistant Secretary
with a Term Ending November 2024**

Mr. McGaffney noted before the meeting, Mr. Doug Glass withdrew his name from consideration and Mr. Mario Cafiero requested consideration. Ms. LeCesne asked if they must be a registered voter. Mr. McGaffney confirmed that candidates must be registered with the Brevard County Supervisor of Elections and a resident of the District.

A. Karen Connor

Not present.

B. Doug Glass

Withdrew.

C. Nick Lynch

Mr. Nick Lynch introduced himself. Mr. Henson questioned how many CDD Board meetings he attended, the three top issues that the Board needed to address and whether the meeting schedule would be an issue. Mr. Lynch only attended one CDD Board meeting, had no issues with the meeting schedule and felt that the Board needed to work on 1) Communication, 2) Asking people what was important to them and helping them to be heard and 3) Beautification of the community. Mr. Wellman asked if Mr. Lynch was on the HOA/ARB Board and whether he was familiar with the Sunshine Law, Chapter 190 and Roberts Rules of Order. Mr. Lynch was currently on the HOA/ARB Board, but was not familiar with the Sunshine Law, Chapter 190 or Roberts Rules of Order. Ms. LeCesne preferred having someone on the Board who was familiar with all rules and Chapter 190.

D. Mark Nehiba

Mr. Mark Nehiba introduced himself, noting that he was familiar with the Sunshine Law and Chapter 190, having served as an acting City Manager. Mr. Henson questioned how long he lived in the community, how many CDD meetings he attended, the three top issues that the Board needed to address and whether attending meetings would be an issue. Mr. Nehiba purchased his home in 2021, attended four or five CDD meetings, due to the landscaping and irrigation issues, was retired and would have no problem attending CDD meetings and felt that the Board needed to improve 1) Irrigation, 2) Speeding and parking enforcement and 3) Educating residents to not put debris on the property between the sidewalk and the street. Mr. Wellman asked if he ever lived in

an HOA or CDD. Mr. Nehiba lived in an HOA, but did not serve on one; however, he was involved in committees. Ms. LeCesne questioned how he would address the top issues, resolve conflicts and differences of opinion. Mr. Nehiba was not in favor of having speed bumps but would consider signs flashing the speed. As a union representative for the Fire Department, he appealed to common sense in order to resolve conflicts and differences of opinion.

E. Eric Smith

Mr. Eric Smith introduced himself, apologizing for resigning as a Board Member on December 13, 2022. Family members passed away within a short span of time and he needed time to grieve. He only missed one meeting, but felt that his perseverance was second to none, had excellent ethics, decision making, conflict resolution, diplomacy skills and believed in a common-sense approach. Mr. Wellman asked if he was working part-time. Mr. Smith was not working. In response to Ms. LeCesne's question, he was in good standing with the CDD and HOA.

F. Other Candidates

Mr. Mario Cafiero introduced himself. Mr. Henson questioned how many CDD Board meetings he would attend and the top three issues that the Board needed to address. Mr. Cafiero returned to Colorado in July and August, but would fly back to attend meetings, if appointed and felt that the Board needed to improve 1) Irrigation, 2) Speeding, especially on Montecito Drive as there was a blind corner and 3) Discord between members of the community. Mr. Wellman was familiar with Mr. Cafiero and felt that he worked hard to keep the community looking good. Instead of flying in for a meeting, Mr. Cafiero could attend telephonically. Ms. Glynn questioned how long he has lived in the community. Mr. Cafiero lived in the community since 2011 and this was his retirement home. Ms. LeCesne appreciated Mr. Cafiero providing a treatment plan and being candid but asked if his posts on social media attributed to the discord within the community. Mr. Cafiero felt that he contributed based on his frustration but did not want to be part of the problem, only part of the solution.

Mr. McGaffney opened the floor to nominations. Ms. Wald explained that the Board was filling the unexpired term for Seat 3, which expired in November of 2024. Mr. Henson requested that they make nominations at the workshop meeting. Mr. Wellman preferred to appoint someone today and requested that the candidates leave the room. Ms. Wald advised under Florida Law; the

candidates had no obligation to leave as this was an open meeting. Mr. Wellman nominated Mr. Mario Cafiero. Mr. Henson nominated Mr. Mark Nehiba. Ms. Glynn nominated Mr. Eric Smith.

Ms. LeCesne MOVED to appoint Mr. Eric Smith to Seat 3 with a term ending November 2024 and Ms. Glynn seconded the motion.

Mr. Henson asked if someone could be appointed twice. Ms. Wald explained that there was a motion on the table to appoint Mr. Eric Smith to the unexpired term and other than talking about it, the Board must vote. If there was a 2-2 vote, the motion did not pass and they must have another motion. Ms. Glynn questioned what happened if the motion failed. Ms. Wald stated if the seat was not filled today, this item would be continued to the next CDD meeting.

On MOTION by Ms. LeCesne seconded by Ms. Glynn to appoint Mr. Eric Smith to Seat 3 with a term ending November 2024 by roll call vote:
Supervisor LeCesne: Aye.
Supervisor Glynn: Aye.
Supervisor Wellman: Nay.
Supervisor Henson: Nay.
Motion Failed 2-2.

Ms. LeCesne felt that it was important for the Board to make a decision as they were performing a public service, accountable for spending public funds and served in the best interest of the community. If the Board did not make decisions, they would have split votes like this and be in a holding pattern. Mr. Henson was hesitant to appoint Mr. Smith, due to resigning without an explanation, but if Mr. Smith was prepared to finish his term of office, Mr. Henson would reconsider. Ms. LeCesne understood Mr. Smith's intentions, accepted his apology and felt that he was committed. Mr. Henson appreciated the apology. Mr. Wellman liked Mr. Smith and looked forward to working with him.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor the appointment of Mr. Eric Smith to fill the Board vacancy in Seat 3 with a term ending November 2024 was approved.

FIFTH ORDER OF BUSINESS

Administering of the Oath of Office

Mr. McGaffney, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Eric Smith.

Ms. LeCesne thanked the Board for making this appointment and encouraged the candidates to serve on committees to assist the Board. Ms. Glynn thanked the candidates for applying.

A. Resolution 2023-05, Electing Assistant Secretary and Removal and Appointment of Treasurer

Mr. McGaffney requested that the Board approve the current slate of officers, adding Mr. Eric Smith as Assistant Secretary, removing Mr. Jason Showe as Treasurer and appointing Mr. Howard McGaffney as Treasurer.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor the election of officers as stated above as evidenced by Resolution 2023-05 as well as Electing Assistant Secretary and Removal and Appointment of Treasurer was approved.

B. Sunshine Law & Commission on Ethics

Ms. Wald advised that Mr. Smith already served on the Board and was aware of the Sunshine, Public Records and Ethics Laws.

C. Forms 1, 1X, 1F, 8B

Mr. McGaffney provided Forms I-9, W-4, Form 1, Statement of Financial Interests to Mr. Smith, which was required to be filed with the Supervisor of Elections. Mr. Smith appreciated the appointment and thanked the Board and community for giving him another chance to serve.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. McGaffney was working on an updated map of District parking areas.

C. District Manager

i. Action Item Tracker

Mr. McGaffney presented an Action Item Tracker, which was included in the agenda package. It would be provided to the Board at least once a week. The HOA was assisting with e-blasts and work tickets, which he appreciated. Ms. LeCesne wanted to confirm what was closed or pending and for someone to interact with all residents in a professional and unbiased fashion and

monitor vendors. Mr. McGaffney would coordinate with Mr. Bradshaw and Mr. Showe and report back to the Board at the April meeting.

- 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**

Mr. McGaffney requested that the Board give the onsite General Manager authority to spend \$5,000 for repairs and maintenance (R&M) and the District Manager, with the Chairman's approval, the authority to spend over \$15,000 for emergency repairs. Ms. Glynn voiced concern that the Board was approving the spending authority without engaging the General Manager. Mr. McGaffney clarified that the spending authority would be coordinated with the District Manager during the transition. Ms. LeCesne noted if there was abuse, it was easy to lower the amount. Mr. Henson voiced concern that in the past, unauthorized purchases were made and then ratified by the Board. Mr. McGaffney explained that there would be R&M up to the budgeted amount and anything above it, would come back to the Board. Mr. Smith was in favor due to the prior landscaper holding the Board hostage last year because they did not commit to a dollar amount. Mr. Henson questioned whether \$15,000 was sufficient for pump and gate repairs. Mr. McGaffney felt this was a good starting point. Ms. LeCesne preferred to approve \$25,000. Mr. Henson agreed with \$15,000 as they never spent over \$5,000.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor authorization for the onsite General Manager to spend \$5,000 for repairs, obtaining three proposals for \$1,500 or less and waiving the three proposal requirement; authorization for the District Manager with the Chair's approval to spend up to \$15,000 for critical and emergency repairs, to be ratified by Board at subsequent meetings and notifying the Board within 24 hours of any emergency purchases and authorization for District Counsel to draft the policy was approved.

D. Landscape and Irrigation Reports

i. Insight Irrigation
ii. ProGreen

Mr. McGaffney presented reports from ProGreen Services, LLC. (ProGreen) for landscaping and from Insight Irrigation (Insight) for irrigation. Mr. Rusty Kahoe of ProGreen reported that they have been on the property for 26 days. Tracking work orders was a challenge as Paradise was still on property. Having a photo delineating CDD property from HOA property would be helpful. The first wet check was performed on February 7th and 8th, which uncovered a number of items. They repaired what they could, amounting to \$1,300, which the District received a credit for. Mr. McGaffney stated Paradise would come back to the Board with measured approaches on why the irrigation was not working, locating what was not working, replacing or repairing as needed and identifying essential items. Mr. Wellman submitted work orders for items, which would be handled after the critical items. Ms. LeCesne appreciated the credit and was pleased with what was presented by ProGreen. Mr. Wellman questioned what days ProGreen was onsite as the mowers were missing areas of CDD property. Mr. Kahoe confirmed they were mowing every other Thursday. If Mr. Wellman sent pictures, he would address those areas. Ms. LeCesne pointed out that the sides of corner lots abutting sidewalks were CDD property. Mr. McGaffney would include these areas on the map. Mr. Henson requested that the Supervisor overseeing landscaping meet once a week with the Account Manager to discuss items needing to be addressed. Mr. McGaffney preferred that the Supervisor attend drive-throughs. Ms. LeCesne expected all Board Members do their due diligence and advocate, but if ProGreen did not respond, she expected the District Manager to step in. Mr. Henson questioned why there were flags on CDD property. Mr. Kahoe explained those were areas where proposals needed to be obtained. An outage occurred in the middle of the month on the entire perimeter of the property. ProGreen spent two days locating valve boxes, but many were covered under 12 inches of dirt. As a result, a mapping system was proposed, which the Board received a proposal for.

SEVENTH ORDER OF BUSINESS

Business Items

- **Items for Board Consideration - ProGreen – Mapping Proposal – NTE: \$10,000 (Item 8Bi)**

Mr. McGaffney presented a proposal from ProGreen for mapping, which was included in the agenda package. Mr. Kahoe explained there would be a GPS mapping system that would be used by their technicians to locate valve boxes and wires, similar to the Insight map for the irrigation. Mr. Henson questioned the \$150 per hour charge in the proposal. Mr. McGaffney stated

the proposal was a not-to-exceed of \$10,000 and anything above this amount would be billed at \$150 per hour.

Ms. Glynn MOVED to approve the proposal with ProGreen for mapping in a not-to-exceed amount of \$10,000 and Mr. Smith seconded the motion.

Mr. Wellman asked if Ground Penetrating Radar (GPR) would be used to show the location of pipes and if it was only for CDD property. Mr. Kahoe explained they would track all valve boxes, wiring and pipes on CDD property. The issue was old wiring running through the system and water intrusion. Mr. Wellman asked if this item was budgeted. Mr. McCarthy indicated that it would be paid from capital outlay.

On VOICE VOTE with all in favor the proposal with ProGreen for mapping in a not-to-exceed amount of \$10,000, was approved.

A. Guest Presentation for General Maintenance and Janitorial Service

Mr. McCarthy requested last month, an emergency power to engage a vendor on an interim basis to perform general maintenance and janitorial service. Two qualified vendors, Vesta Property Services (Vesta) and Leland Management (Leland), provided proposals.

i. Vesta Property Services

Ms. Lea Stokes, Vice President for Central Zone of Vesta presented a proposal for general maintenance and janitorial service. They had an office that was 12 miles away. Mr. Dan Fagen, Director of Amenity Operations stated that Vesta represented 30 CDDs. To hold vendors accountable, they provide a breakdown of their contract and a grading scale. They hold staff accountable by providing checklists through QR Codes. Through an App, they promote events and policies and procedures. Ms. LeCesne asked if they could integrate the ticket system through the App. Mr. Fagen would ask their IT Department. Their pricing was based on the Request for Proposals, identifying the number of hours that a Field Manager would use for a specific task. There were two options; 1) A fixed fee, the annual fee broken out into 12 months and 2) Cost plus, which was based on direct payroll expenses (taxes, insurance, etc.) with a multiplier covering other expenses. Mr. Fagen recommended that the Board chose the fixed rate and had a strong candidate for the General Manager position.

Mr. Henson asked if the Facility Manager could raise and lower their flag, handle parking violation issues, service malfunctioning gates after hours and turn off fountains during high winds. Mr. Fagen stated if the flagpole was lit, the flag could stay up and if there was a golf cart, someone could ride around and place warning tickets on car windows. Occasionally they handled gates, but usually there was a contract with an access control provider. Ms. Stokes noted five full-time maintenance people on staff that could respond after hours for emergencies if the gate vendor was not available and service the fountains. Ms. LeCesne believed that there was an additional fee for this service. Mr. McGaffney confirmed that there was an hourly rate for additional items. Ms. LeCesne voiced concern with their current scope and job description and suggested coming up with a list of tasks at a workshop. Mr. Fagen agreed, because if there was nothing specific in writing, they could not be held accountable. Mr. Henson asked if Vesta could use their Preferred Vendor List. Mr. Fagen stated if there were preferred vendors that could respond quickly and Mr. McGaffney approved them, they would use them. Mr. Wellman asked if Vesta was interested in handling their CDD and HOA together. Mr. Fagen stated there were cost savings by Vesta managing both the HOA and CDD, but there were challenges. Ms. Glynn asked if pool maintenance was included and what services were included for janitorial. Mr. Fagen stated janitorial was part of their contract, but they used a subcontractor. They had employees who had a commercial pool operator license but understood that the current CDD pool vendor was working out well. Mr. McGaffney requested the Cost-Plus fixed fee for the maintenance tech positions in order to negotiate the terms. Ms. LeCesne preferred having someone similar to their former facility supervisors.

Mr. Fagen and Ms. Stokes left the meeting room.

Ms. Glynn temporarily left the meeting but returned shortly thereafter.

ii. Leland Management

Ms. Darcie Madison, Brevard divisional Director of Leland Management (Leland) presented their proposal for general maintenance and janitorial service. They have been in the business for 25 years, specializing in Association Management. Ms. Beth Morris, Senior CAM, currently managed the HOA and Mr. Gary van der Laan, Senior Vice President managed Montecito 15 years ago.

Ms. LeCesne questioned the coverage. Ms. Madison envisioned a full-time General Manager and part-time Facilities Assistant. They had an after-hours service, which the HOA

utilized. Mr. McGaffney stated they would negotiate for a maintenance technician at an hourly rate. Mr. Wellman questioned the \$1,000 per month maintenance fee, how many CDDs they managed and whether they had someone for the General Manager and Facilities Assistant. Ms. Madison explained that the maintenance fee was separate from the General Manager and Facilities Attendant fee. They were not currently managing any CDDs and would have to advertise for the General Manager. Mr. Henson asked if the Facility Manager could raise and lower their flag, handle parking violation issues, service malfunctioning gates after hours and turn off fountains during high winds. Ms. Madison stated the part-time Facilities Assistant could handle any duties requested by the Board at no additional charge. Mr. McGaffney clarified that the only tasks they were authorized to perform were those identified in the scope. Ms. Madison pointed out if it was outside of the scope, it could be bid out. Ms. Glynn questioned the coordination between the CDD and HOA, since Leland managed the HOA. Ms. Madison expected any HOA issues to be handled by the HOA. Ms. LeCesne asked whether they would have an open-door policy, due to past issues. Ms. Madison had no issues with an open-door policy for residents to ask questions and report complaints, even if it was not the correct entity. Ms. Glynn felt that Leland's proposal was thorough.

Ms. Madison left the meeting room.

Mr. McGaffney worked with both firms and felt that they were capable of performing the work. He would prepare a checklist specific to Montecito to handle issues that Mr. Henson requested such as raising and lowering the flag or turning off the fountains. Ms. Glynn favored Leland due to Vesta's being significantly higher, the detail of their plan and having one company handling the HOA and CDD. Ms. LeCesne disagreed as the cost between Vesta and Leland could be equal by the time they figured out the contract. Mr. Wellman preferred Vesta due to proposal, presentation and being in business longer. Mr. Henson favored Leland due to Vesta's second- and third-year estimate. Mr. Smith preferred Vesta due to Leland charging a \$1,000 maintenance fee, Vesta having more experience and having someone that could be onsite immediately. Ms. LeCesne selected Vesta based on their experience and having someone onsite immediately. Mr. James Bourdeau of 137 Clemente Drive preferred Leland, based on Vesta's poor performance at a property that he owned and familiarity with Ms. Morris. There was Board consensus to remove janitorial from the scope and include parking enforcement.

On MOTION by Mr. Wellman seconded by Mr. Smith to award the general maintenance and janitorial service contract to Vesta Property Services, removing janitorial services and including parking enforcement in the scope by roll call vote:
 Supervisor Henson: Nay.
 Supervisor Wellman: Aye.
 Supervisor Glynn: Nay.
 Supervisor LeCesne: Aye.
 Supervisor Smith: Aye.
 Motion Passed 3-2.

B. Items for Board Consideration

i. ProGreen – Mapping Proposal – NTE: \$10,000

This item was discussed.

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

Mr. McGaffney stated this proposal was sod replacement at 418 Montecito Drive, if needed.

Mr. Smith MOVED to approve the proposal with ProGreen for sod replacement in the amount of \$2,375 and Ms. LeCesne seconded the motion.

Ms. Wald received an email from the owner's counsel, which she did not read, but requested that the Board proceed. Mr. Henson asked if the \$2,375 would be added to the reimbursement. Mr. McGaffney stated it was included. Mr. Henson noted that areas next to this property were in bad shape and needed sod. Mr. McGaffney confirmed that the sod was only for this area and ProGreen was working on replacing the sod in additional areas. Mr. Wellman estimated that the cost per square foot was 90 cents.

On VOICE VOTE with all in favor the proposal with ProGreen for sod replacement in the amount of \$2,375 was approved.

iii. Coverall – Annual Janitorial Services Proposal

Mr. McGaffney provided a proposal from Coverall for janitorial services, as these services were removed from Vesta's contract. Ms. LeCesne questioned whether the CDD would provide the supplies. Ms. Glynn suggested that the onsite person purchase the supplies, since they had spending authority. Mr. Henson questioned why the contract amount increased from \$450 to \$650

per month. Mr. McGaffney explained that it was due to inflation and the increased cost of chemicals and materials. Ms. Glynn felt that the increase was not significant as they were currently paying \$620 per month; \$450 for twice per week cleaning and \$170 per month for an additional day. Ms. LeCesne agreed as they were also performing window cleaning. Mr. McGaffney recommended that the District set up an account for the supplies in order for the District to receive the tax deduction, request with Coverall to provide the increase of \$650 until the contract was negotiated and provide an effective start date.

Mr. Smith MOVED to approve the proposal with Coverall for janitorial services in the amount of \$650 per month through March 31, 2023 and authorize District Counsel and the District Manager to negotiate the terms and Ms. Glynn seconded the motion.

During the transition, Ms. LeCesne recommended having an evaluation policy annually or bi-annually. Mr. McGaffney stated that the onsite manager would evaluate the performance of all contractors.

On VOICE VOTE with all in favor approving the proposal with Coverall for janitorial services in the amount of \$650 per month through March 31, 2023 and authorizing District Counsel and the District Manager to negotiate the terms was approved.

iv. BCLMR – District Counsel Fee Adjustment Letter

Ms. Wald requested adjustment in their fee to \$275 per hour for partners and \$225 per hour for associates starting on May 1, 2023. There has not been an adjustment since 2005. Mr. Henson questioned the prior rates. Ms. Wald stated it was \$225 for partners and \$190 for associates. Mr. Henson asked if there were fees for travel and attendance at meetings. Ms. Wald noted fees for preparation in advance of the meeting, travel time and attendance at Board meetings.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor the proposal with District Counsel for the fee adjustment as requested was approved.

C. Discussion Items

i. Discussion of Cost Share Arrangement for Asbuilts

Mr. McGaffney requested that this item be removed from the agenda.

EIGHTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Supervisor's Requests**

Mr. Henson voiced concern that the benches cost \$1,000, but it cost \$806 to ship the slats to repair them. Mr. McGaffney explained that according to the invoice, bolts and other materials were included. In the future, this should not be an issue. Mr. Wellman noted that the fountain and gate timing were off and the pool cushions needed to be tied down. Mr. McGaffney stated that most communities removed them at night and kept in a storage bin, which helped with the wear and tear. Ms. Glynn requested that parking enforcement be included in the scope for general maintenance and that there be good communication between the three HOAs, the CDD, GMS, Leland and Vesta. Mr. Smith reported that behind his house at 689 Monterey Drive, an irrigation pump was making loud noises. Ms. LeCesne noted that components on the cameras had rust, due to being exposed to the elements and requested a proposal. Mr. McGaffney would look at the cameras after the meeting.

TENTH ORDER OF BUSINESS**Audience Comments**

Mr. James Bourdeau of 137 Clemente Drive did not understand why the community had two landscape companies and questioned whether the Board was approached by any of the three HOAs about their landscaping contracts. Mr. McGaffney stated no one approached the District Manager. Ms. LeCesne noted the single-family home HOA preferred to have one landscaper. Mr. McGaffney requested that any requests from the HOA be directed to him.

ELEVENTH ORDER OF BUSINESS**Next Scheduled Meeting – Budget Workshop – March 1, 2023 at 9:30 AM at the Montecito Beach Club**

Mr. McGaffney stated the next meeting was a budget workshop scheduled for March 1, 2023 at 9:30 a.m. at this location.

TWELFTH 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

SECTION B

Montecito
Community Development District

Unaudited Financial Reporting
February 28, 2023



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Capital Reserve Fund</u>
5	<u>Roadway Reserve Fund</u>
6	<u>Debt Service Fund Series 2006/2022</u>
7	<u>Capital Projects Fund Series 2006</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>
11	<u>Assessment Receipt Schedule</u>
12	<u>Appendix A: Utility Chart</u>
13	<u>Appendix B: Maintenance Chart</u>

Montecito
Community Development District
Combined Balance Sheet
February 28, 2023

	General Fund	Debt Service Fund	Capital Project Fund	Capital Reserve Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 470,719	\$ -	\$ -	\$ -	\$ 470,719
Capital Reserve Account	\$ -	\$ -	\$ -	\$ 296,449	\$ 296,449
Roadway Reserve Account	\$ -	\$ -	\$ -	\$ 149,753	\$ 149,753
Investments:					
Money Market - Suntrust	\$ 29,210	\$ -	\$ -	\$ -	\$ 29,210
Series 2006A					
Reserve	\$ -	\$ 4	\$ -	\$ -	\$ 4
Revenue	\$ -	\$ 3	\$ -	\$ -	\$ 3
Construction	\$ -	\$ -	\$ 14,152	\$ -	\$ 14,152
Series 2022					
Reserve	\$ -	\$ 32,063	\$ -	\$ -	\$ 32,063
Revenue	\$ -	\$ 305,542	\$ -	\$ -	\$ 305,542
Interest	\$ -	\$ 365	\$ -	\$ -	\$ 365
Prepayment	\$ -	\$ 10,282	\$ -	\$ -	\$ 10,282
Cost of Issuance	\$ -	\$ 10,077	\$ -	\$ -	\$ 10,077
Due from General Fund	\$ -	\$ 4,599	\$ -	\$ -	\$ 4,599
Deposits	\$ 4,541	\$ -	\$ -	\$ -	\$ 4,541
Total Assets	\$ 504,470	\$ 362,935	\$ 14,152	\$ 446,202	\$ 1,327,760
Liabilities:					
Accounts Payable	\$ 21,718	\$ -	\$ -	\$ -	\$ 21,718
Due to Debt Service	\$ 4,599	\$ -	\$ -	\$ -	\$ 4,599
Total Liabilities	\$ 26,317	\$ -	\$ -	\$ -	\$ 26,317
Fund Balance:					
Assigned for:					
Capital Reserves	\$ -	\$ -	\$ -	\$ 446,202	\$ 446,202
Nonspendable:					
Deposits and Prepaid Items	\$ 4,541	\$ -	\$ -	\$ -	\$ 4,541
Restricted for:					
Debt Service 2006/2022	\$ -	\$ 362,935	\$ -	\$ -	\$ 362,935
Capital Projects - Series 2006/2022	\$ -	\$ -	\$ 14,152	\$ -	\$ 14,152
Unassigned	\$ 473,613	\$ -	\$ -	\$ -	\$ 473,613
Total Fund Balances	\$ 478,154	\$ 362,935	\$ 14,152	\$ 446,202	\$ 1,301,443
Total Liabilities & Fund Balance	\$ 504,470	\$ 362,935	\$ 14,152	\$ 446,202	\$ 1,327,760

Montecito
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted Budget	Prorated Budget Thru 02/28/23	Actual Thru 02/28/23	Variance
Revenues:				
Maintenance Assessments	\$ 863,748	\$ 833,296	\$ 833,296	\$ -
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Gate & Amenity Access Income	\$ -	\$ -	\$ 365	\$ 365
Miscellaneous Income	\$ -	\$ -	\$ 1,500	\$ 1,500
Total Revenues	\$ 863,748	\$ 833,296	\$ 835,162	\$ 1,866
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 7,800	\$ 4,000	\$ 4,000	\$ -
District Management	\$ 55,000	\$ 22,917	\$ 22,917	\$ 0
District Engineer	\$ 30,000	\$ 12,500	\$ -	\$ 12,500
District Counsel	\$ 30,000	\$ 12,500	\$ 20,402	\$ (7,902)
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	\$ 833	\$ 1,030	\$ (196)
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Information Technology	\$ 1,800	\$ 750	\$ 750	\$ -
Website Maintenance	\$ 1,200	\$ 500	\$ 1,500	\$ (1,000)
Property Appraiser	\$ 250	\$ 250	\$ 211	\$ 40
Reimbursable Expenses	\$ 1,200	\$ 500	\$ 825	\$ (325)
Contingency	\$ 2,400	\$ 1,000	\$ 765	\$ 235
Subtotal General & Administrative	\$ 166,427	\$ 80,027	\$ 74,129	\$ 5,898
Operations & Maintenance:				
Field Management				
ADP Fees	\$ -	\$ -	\$ 274	\$ (274)
Amenity and Field Management Contract	\$ 92,480	\$ 38,533	\$ 22,122	\$ 16,411
Property Insurance	\$ 36,419	\$ 36,419	\$ 34,078	\$ 2,341
Subtotal Field Management	\$ 128,899	\$ 74,952	\$ 56,474	\$ 18,478
Amenity Center Operations				
Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$ 5,000	\$ 1,041	\$ 3,959
HVAC Repairs & Maintenance	\$ 2,000	\$ 833	\$ -	\$ 833
Office Supplies	\$ 1,500	\$ 625	\$ 705	\$ (80)
Janitorial Supplies	\$ 1,850	\$ 771	\$ -	\$ 771
Janitorial Services	\$ 8,241	\$ 3,434	\$ 2,590	\$ 844
Pest Control & Termite Bond	\$ 1,203	\$ 501	\$ 160	\$ 341
Fitness Equipment Repairs & Maintenance	\$ 3,000	\$ 1,250	\$ 225	\$ 1,025
Playground Repairs & Maintenance	\$ 1,000	\$ 417	\$ -	\$ 417
Pool Service Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ 4,941	\$ 1,309
Subtotal Amenity Center Operations	\$ 45,794	\$ 19,081	\$ 9,661	\$ 9,419

Montecito
Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted Budget	Prorated Budget Thru 02/28/23	Actual Thru 02/28/23	Variance
Irrigation				
Irrigation Repairs & Maintenance	\$ 25,000	\$ 10,417	\$ 16,565	\$ (6,148)
Irrigation Monitoring	\$ 6,287	\$ 2,620	\$ 2,645	\$ (25)
Hoover Pumps Repairs & Maintenance	\$ 17,500	\$ 7,292	\$ 8,045	\$ (754)
Subtotal Irrigation	\$ 48,787	\$ 20,328	\$ 27,255	\$ (6,927)
Lakes & Fountains				
Aquatic Maintenance	\$ 5,733	\$ 2,389	\$ 2,720	\$ (331)
Fountain Service Repairs & Maintenance	\$ 9,000	\$ 3,750	\$ 5,617	\$ (1,867)
Subtotal Lakes & Fountains	\$ 14,733	\$ 6,139	\$ 8,337	\$ (2,198)
Landscaping				
Landscaping Contracted Services	\$ 80,375	\$ 33,490	\$ 32,447	\$ 1,043
Additional Landscaping Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ -	\$ 6,250
Entrance Pot Plant Replacement	\$ 2,400	\$ 1,000	\$ 456	\$ 544
Mulch	\$ 12,334	\$ 5,139	\$ -	\$ 5,139
Palm Tree Maintenance	\$ 14,000	\$ 5,833	\$ -	\$ 5,833
Oak Tree Maintenance	\$ 6,500	\$ 2,708	\$ -	\$ 2,708
Subtotal Landscaping	\$ 130,608	\$ 54,420	\$ 32,903	\$ 21,518
Common Areas, Right of Ways & Perimeter Walls				
Street Light Repairs & Maintenance	\$ 9,000	\$ 3,750	\$ 1,587	\$ 2,163
Entrance Vehicular Gates Repairs & Maintenance	\$ 5,500	\$ 2,292	\$ 8,010	\$ (5,719)
Pedestrian Entry Gates & Walls Maintenance	\$ 8,000	\$ 3,333	\$ 4,142	\$ (809)
Common Area Repairs & Maintenance	\$ 12,000	\$ 5,000	\$ 1,943	\$ 3,057
Sidewalk Cleaning	\$ 8,000	\$ -	\$ -	\$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	\$ 42,500	\$ 14,375	\$ 15,682	\$ (1,307)
Security Monitoring Services				
Fire Detection Services	\$ 2,252	\$ 938	\$ 894	\$ 45
Access Control Services	\$ 2,702	\$ 1,126	\$ 1,072	\$ 54
Intrusion Services	\$ 1,649	\$ 687	\$ 654	\$ 33
Security Monitoring Repairs & Maintenance	\$ 2,500	\$ 1,042	\$ 118	\$ 924
Subtotal Security Monitoring Services	\$ 9,102	\$ 3,793	\$ 2,738	\$ 1,055
Utilities				
Electric Services	\$ 47,300	\$ 19,708	\$ 17,605	\$ 2,104
Telephone, Fax & Internet	\$ 3,300	\$ 1,375	\$ 1,558	\$ (183)
Water & Sewer Services	\$ 4,000	\$ 1,667	\$ 698	\$ 969
Gate Kiosk Internet Services	\$ 2,850	\$ 1,188	\$ 970	\$ 218
Subtotal Utilities	\$ 57,450	\$ 23,938	\$ 20,831	\$ 3,107
Other				
Contingency/Miscellaneous Expense	\$ 7,500	\$ 3,125	\$ 3,357	\$ (232)
Subtotal Other	\$ 7,500	\$ 3,125	\$ 3,357	\$ (232)
Total Expenditures	\$ 651,801	\$ 300,177	\$ 251,366	\$ 48,811
Excess (Deficiency) of Revenues over Expenditures	\$ 211,947		\$ 583,796	
Other Financing Uses:				
Disaster Reserve Transfer Out	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Capital Reserve Transfer Out	\$ 136,947	\$ 136,947	\$ 136,947	\$ (0)
Roadway Reserve Transfer Out	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Uses	\$ 211,947	\$ 211,947	\$ 211,947	\$ (0)
Net Change in Fund Balance	\$ -		\$ 371,849	
Fund Balance - Beginning	\$ -		\$ 106,305	
Fund Balance - Ending	\$ -		\$ 478,154	

Montecito
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Contingency	\$ 456	\$ 190	\$ 190	\$ -
Capital Outlay - Landscaping	\$ 11,000	\$ -	\$ -	\$ -
Capital Outlay - Amenity Center	\$ 59,300	\$ -	\$ -	\$ -
Capital Outlay - Streets, Sidewalks, Walls & Gates	\$ 32,285	\$ -	\$ -	\$ -
Total Expenditures	\$ 103,041	\$ 190	\$ 190	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (103,041)		\$ (190)	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Disaster Reserve	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Transfer In/(Out) - Capital Reserve	\$ 136,947	\$ 136,947	\$ 136,947	\$ (0)
Total Other Financing Sources (Uses)	\$ 161,947	\$ 161,947	\$ 161,947	\$ (0)
Net Change in Fund Balance	\$ 58,906		\$ 161,757	
Fund Balance - Beginning	\$ 128,977		\$ 134,692	
Fund Balance - Ending	\$ 187,883		\$ 296,449	

Fund Balances	
Disaster Reserves	\$ 150,000
Capital Reserves	146,449
Total Fund Balances	<u>\$ 296,449</u>

Montecito
Community Development District
Roadway Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted Budget	Prorated Budget Thru 02/28/23	Actual Thru 02/28/23	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Bank Fees	\$ 300	\$ 125	\$ 42	\$ 83
Total Expenditures	\$ 300	\$ 125	\$ 42	\$ 83
Excess (Deficiency) of Revenues over Expenditures	\$ (300)		\$ (42)	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Sources (Uses)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Net Change in Fund Balance	\$ 49,700		\$ 49,958	
Fund Balance - Beginning	\$ 99,760		\$ 99,795	
Fund Balance - Ending	\$ 149,460		\$ 149,753	

Montecito
Community Development District
Debt Service Fund Series 2006/2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 315,934	\$ 303,965	\$ 303,965	\$ -
Special Assessments - Prepayment	\$ -	\$ -	\$ 10,282	\$ 10,282
Interest	\$ -	\$ -	\$ 586	\$ 586
Total Revenues	\$ 315,934	\$ 303,965	\$ 314,833	\$ 10,868
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)		\$ 257,517	
Fund Balance - Beginning	\$ 57,335		\$ 105,418	
Fund Balance - Ending	\$ 57,000		\$ 362,935	

Montecito
Community Development District
Capital Projects Fund - Series 2006
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ 14,152	
Fund Balance - Ending	\$ -		\$ 14,152	

Montecito
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	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 833,296
Interest Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Gate & Amenity Access Income	\$ 365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365
Miscellaneous Income	\$ 300	\$ 300	\$ -	\$ 600	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Total Revenues	\$ 60,665	\$ 98,555	\$ 643,499	\$ 20,442	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 835,162
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ 600	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
District Management	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,917
District Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Counsel	\$ 3,848	\$ 2,008	\$ 8,989	\$ 5,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,402
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	\$ -	\$ 203	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,030
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Website Maintenance	\$ 100	\$ 100	\$ 1,100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Property Appraiser	\$ -	\$ -	\$ 211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211
Reimbursable Expenses	\$ 696	\$ 26	\$ 6	\$ 15	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825
Contingency	\$ 177	\$ 219	\$ 197	\$ 91	\$ 81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 765
Subtotal General & Administrative	\$ 32,287	\$ 8,285	\$ 16,035	\$ 11,300	\$ 6,221	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,129
Operations & Maintenance													
Field Management													
ADP Fees	\$ 66	\$ -	\$ 132	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274
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	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,474
Amenity Center Operations													
Repairs & Maintenance (Non-HVAC)	\$ 798	\$ -	\$ -	\$ 218	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,041
HVAC Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 705
Janitorial Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ 450	\$ 620	\$ 620	\$ 450	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,590
Pest Control & Termite Bond	\$ 80	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160
Fitness Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Service Repairs & Maintenance	\$ 1,620	\$ 1,008	\$ 643	\$ 993	\$ 677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,941
Subtotal Amenity Center Operations	\$ 2,947	\$ 1,628	\$ 1,343	\$ 1,886	\$ 1,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,661

Montecito
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	\$ 5,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,565
Irrigation Monitoring	\$ 499	\$ 499	\$ 649	\$ 499	\$ 499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,645
Hoover Pumps Repairs & Maintenance	\$ 365	\$ 2,290	\$ 2,800	\$ 2,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,045
Subtotal Irrigation	\$ 3,919	\$ 8,226	\$ 4,767	\$ 4,202	\$ 6,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,255
Lakes & Fountains													
Aquatic Maintenance	\$ 480	\$ 480	\$ 700	\$ 530	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,720
Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 480	\$ 5,137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,617
Subtotal Lakes & Fountains	\$ 480	\$ 480	\$ 1,180	\$ 5,667	\$ 530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,337
Landscaping													
Landscaping Contracted Services	\$ 6,434	\$ 6,365	\$ 6,390	\$ 6,758	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	32,447
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	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	32,903
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	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,010
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	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	15,682
Security Monitoring Services													
Fire Detection Services	\$ 179	\$ 179	\$ 179	\$ 179	\$ 179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	894
Access Control Services	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,072
Intrusion Services	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	654
Security Monitoring Repairs & Maintenance	\$ -	\$ 59	\$ -	\$ -	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	118
Subtotal Security Monitoring Services	\$ 524	\$ 583	\$ 524	\$ 524	\$ 583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,738
Utilities													
Electric Services	\$ 4,771	\$ 3,462	\$ 3,177	\$ 3,168	\$ 3,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17,605
Telephone, Fax & Internet	\$ 286	\$ 286	\$ 286	\$ 387	\$ 313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,558
Water & Sewer Services	\$ 131	\$ 90	\$ 225	\$ 116	\$ 136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	698
Gate Kiosk Internet Services	\$ 190	\$ 190	\$ 190	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	970
Subtotal Utilities	\$ 5,378	\$ 4,028	\$ 3,878	\$ 3,871	\$ 3,676	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,831
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	\$ 45,859	\$ 48,029	\$ 25,833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	251,366
Excess Revenues (Expenditures)	\$ (30,098)	\$ 57,674	\$ 597,640	\$ (27,587)	\$ (13,833)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	583,796
Other Financing Sources/Uses:													
Disaster Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,000
Capital Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 136,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	136,947
Roadway Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50,000
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ 211,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	211,947
Net Change in Fund Balance	\$ (30,098)	\$ 57,674	\$ 597,640	\$ (27,587)	\$ (225,780)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	371,849

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:	\$32,063	
BONDS OUTSTANDING - 05/06/2022		\$3,755,000
CURRENT BONDS OUTSTANDING		\$3,755,000

Montecito
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

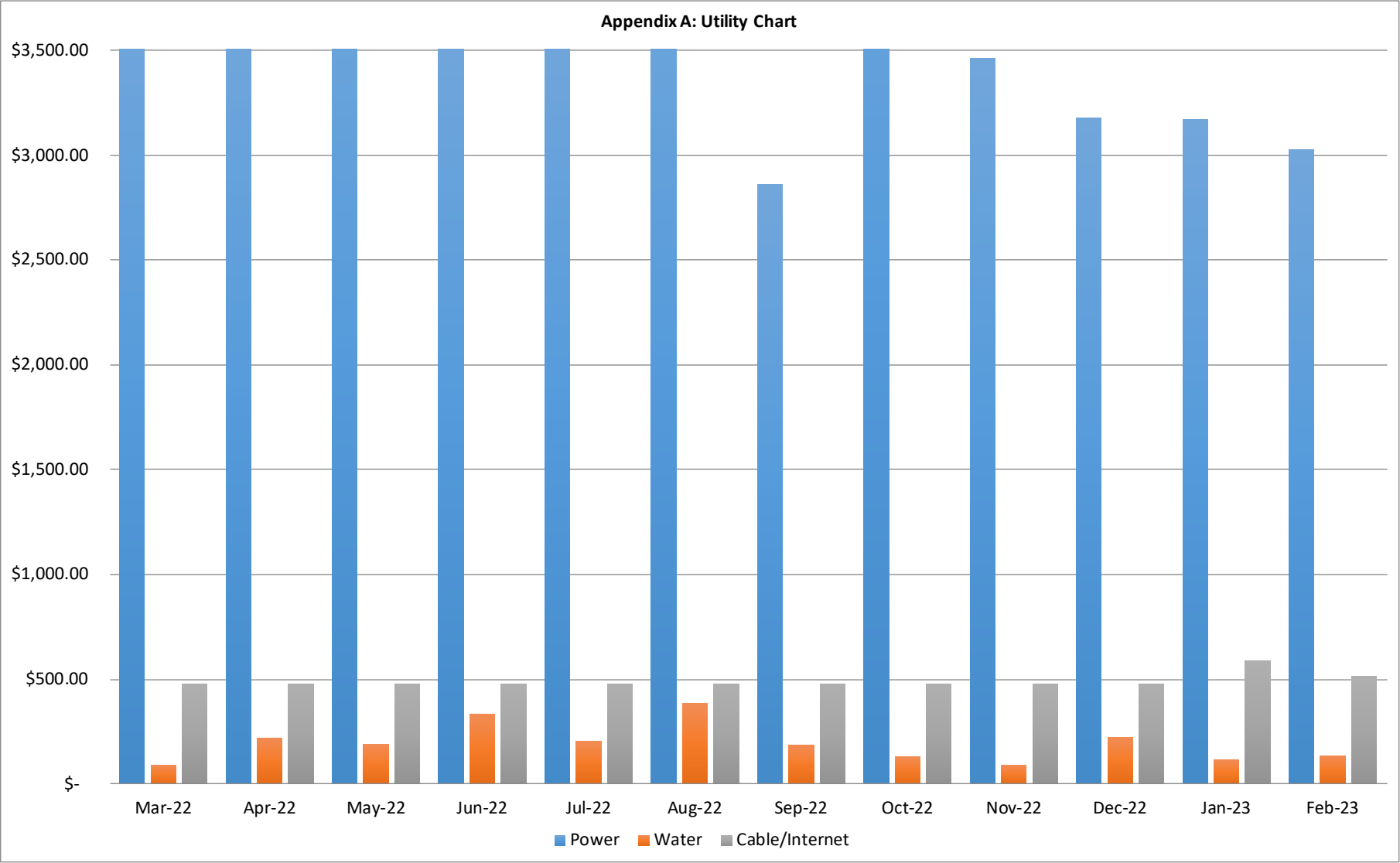
Gross Assessments \$ 855,050.08 \$ 336,100.85 \$ 1,191,150.93
Net Assessments \$ 803,747.08 \$ 315,934.80 \$ 1,119,681.87

ON ROLL ASSESSMENTS

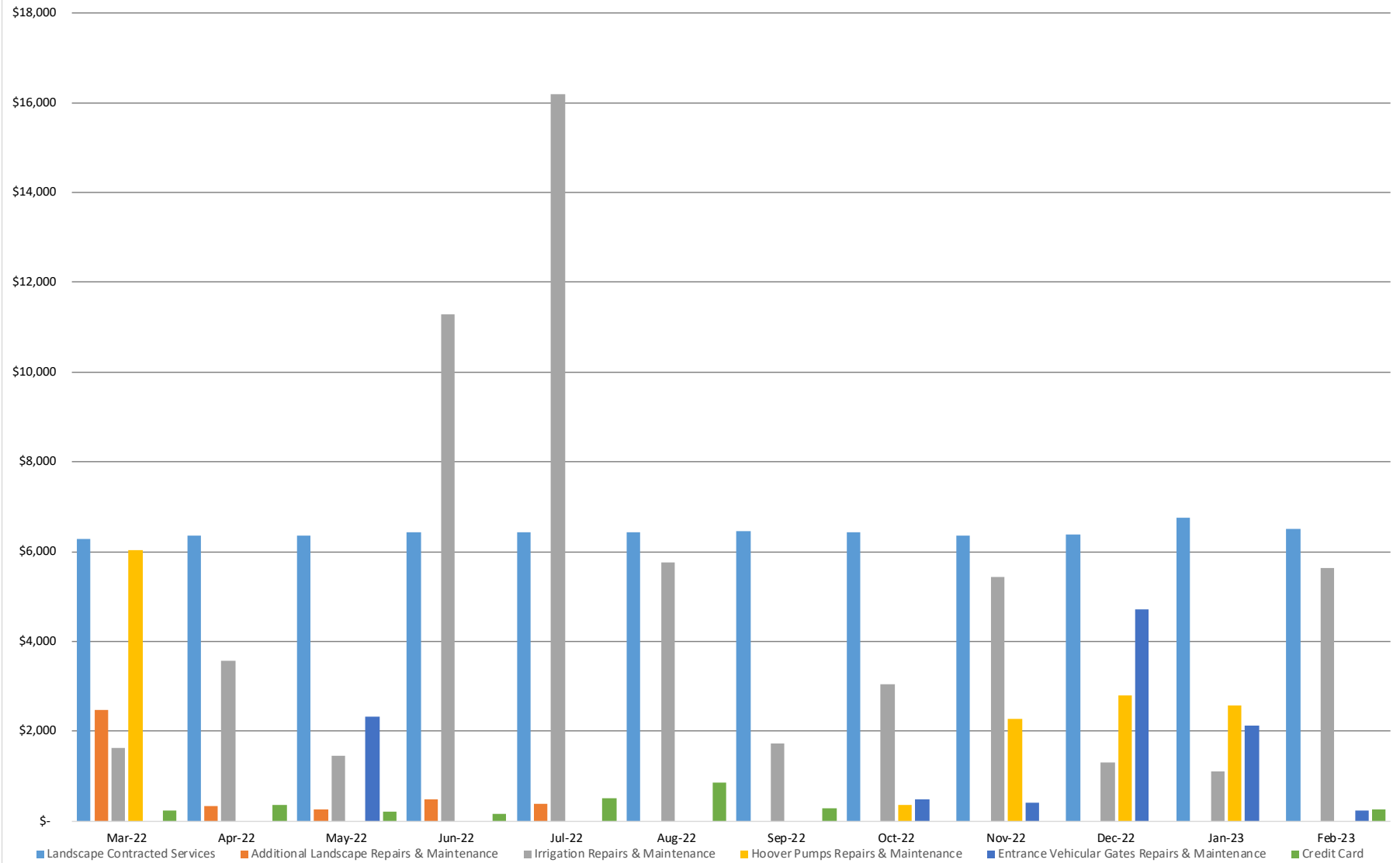
71.78% 28.22% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Distribution Period</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Series 2022 Debt Service</i>	<i>Total</i>
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
02/01/23	ACH	10/01/22 - 12/31/22	\$0.00	\$0.00	\$0.00	\$1,695.30	\$1,695.30	\$1,216.95	\$478.35	\$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	\$15,241.31	(\$326.25)	(\$311.34)	\$0.00	\$14,603.72	\$10,483.06	\$4,120.66	\$14,603.72
TOTAL			\$ 1,142,552.28	\$ (21,978.53)	\$ (45,008.37)	\$ 1,695.30	\$ 1,077,260.68	\$ 773,295.65	\$ 303,965.03	\$ 1,077,260.68

96%	Net Percent Collected
\$ 42,421	Balance Remaining to Collect



Appendix B: Maintenance Chart



SECTION C

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%

<i>Date</i>	<i>Distribution</i>	<i>Distribution Period</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Series 2022 Debt Service</i>	<i>Total</i>
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
02/01/23	ACH	10/01/22 - 12/31/22	\$0.00	\$0.00	\$0.00	\$1,695.30	\$1,695.30	\$1,216.95	\$478.35	\$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	\$15,241.31	(\$326.25)	(\$311.34)	\$0.00	\$14,603.72	\$10,483.06	\$4,120.66	\$14,603.72
TOTAL			\$ 1,142,552.28	\$ (21,978.53)	\$ (45,008.37)	\$ 1,695.30	\$ 1,077,260.68	\$ 773,295.65	\$ 303,965.03	\$ 1,077,260.68

96%	Net Percent Collected
\$ 42,421	Balance Remaining to Collect

SECTION D

Montecito

Community Development District

Summary of Invoices

February 1, 2023 to February 28, 2023

Fund	Date	Check No.'s	Amount
General Fund	2/3/23	1587 - 1590	\$ 5,736.72
	2/8/23	1591 - 1594	\$ 10,317.00
	2/14/23	1595	\$ 4,023.35
			\$ 20,077.07
ACH	Spectrum	0050292532-02	\$ 313.14
	Spectrum	0050720129-01	\$ 99.99
	Spectrum	0050720131-01	\$ 99.99
	Truist	Credit Card Payment	\$ 255.24
	City of Melbourne	181592-219109	\$ 136.26
	FPL	15698-02240	\$ 360.14
	FPL	17845-06444	\$ 49.48
	FPL	26747-37206	\$ 49.53
	FPL	27312-55499	\$ 733.88
	FPL	39851-84518	\$ 249.57
	FPL	70612-92491	\$ 839.44
	FPL	81038-69205	\$ 744.21
			\$ 3,930.87
Payroll	<u>February 2023</u>		
	2/1/23	W-2 Year 2022 Tax Processing	\$ 75.40
			\$ 75.40
			\$ 24,083.34

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/23	00086	1/25/23	CL012520 202301 310-51300-11000 BOS MEETING 1/25/23	CATHERINE I LECESNE	*	200.00	200.00 001587
2/03/23	00034	1/25/23	GH012520 202301 310-51300-11000 BOS MEETING 1/25/23	GEORGE E. HENSON	*	200.00	200.00 001588
2/03/23	00144	1/25/23	RW012520 202301 310-51300-11000 BOS MEETING 1/25/23	RICHARD WELLMAN	*	200.00	200.00 001589
2/03/23	00076	1/04/23	28979A 202301 320-53800-47200 FOUNTAIN MOTOR INSTALL	FOUNTAIN DESIGN GROUP INC	*	5,136.72	5,136.72 001590
2/08/23	00010	12/31/22	178678 202212 310-51300-31500 GENERAL COUNSEL DEC 22	BILLING, COCHRAN, LYLES, MAURO,	*	8,989.00	8,989.00 001591
2/08/23	00003	2/01/23	15800355 202302 330-53800-48300 CLEANING FEB 23	COVERALL CENTRAL FLORIDA	*	450.00	450.00 001592
2/08/23	00078	2/01/23	1803 202302 320-53800-47310 IRRIGATION MONITOR FEB 23	INSIGHT IRRIGATION LLC	*	499.00	499.00 001593
2/08/23	00095	1/30/23	230186 202301 320-53800-46200 IRRIGATION REPAIR		*	49.00	
		1/30/23	230188 202301 320-53800-46200 385 POINT LOBO IRRIGATION	PARADISE LAWN & LANDSCAPING	*	330.00	379.00 001594
2/14/23	00060	2/01/23	204 202302 310-51300-34000 MANAGEMENT FEES FEB 23		*	4,583.33	
		2/01/23	204 202302 310-51300-35200 WEBSITE ADMIN FEB 23		*	100.00	
		2/01/23	204 202302 310-51300-35100 INFORMATION TECH FEB 23		*	150.00	
		2/01/23	204 202302 310-51300-51000 REIMBURSABLES FEB 23		*	82.74	
		2/01/23	204 202302 330-53800-48100 AMAZON CAUTION TAPE		*	54.80	
		2/01/23	204 202302 330-53800-48100 AMAZON CLUBHOUSE SUPPLIES		*	446.16	

MONT MONTECITO CDD MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		2/01/23 204	202302 330-53800-12100		*	1,393.68-	
		AMENITY ACCESS JAN CREDIT		GOVERNMENTAL MANAGEMENT SERVICES			4,023.35 001595
-----							-----
TOTAL FOR BANK A						20,077.07	
TOTAL FOR REGISTER						20,077.07	

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING THE DISTRICT MANAGER WITH LIMITED DISCRETIONARY SPENDING AUTHORITY UNDER CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE DISTRICT MANAGER AND AMENITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND PURCHASE ORDERS ON BEHALF OF THE DISTRICT; PROVIDING FOR REPORTING AND RATIFICATION BY THE BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Satellite Beach, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has determined that it is appropriate to provide the District Manager of the District, as named herein (the “District Manager”) and the Amenity Manager of the District (the “Amenity Manager”) with certain discretionary authority to make certain expenditures and purchases and enter into certain limited agreements, contracts and proposals (collectively referred to herein as, “Agreements”) with contractors, consultants, and vendors (each a “Service Provider”) with respect to services benefiting and on behalf of the District, provided that such an expenditure does not exceed established thresholds that the expenditure is contemplated; and

WHEREAS, the Board has determined that it is in the best interest of the public and the residents of the District to delegate such discretionary spending authority to the District Manager and Amenity Manager, which will provide for greater efficiency in the delivery of services required by the District, and will therefore benefit those residing within the boundaries of the District.

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

Section 1. The above recitals true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The Amenity Manager is hereby authorized to make certain expenditures and purchases, and enter into Agreements with Service Providers with respect to items benefiting the District, provided that each of the following conditions are satisfied:

A. The amount to be paid to any particular Service Provider does not exceed **FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars**, per Agreement.

B. The expenditure for such services or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible, in which the Amenity Manager would require the approval of the District Manager prior to execution of any Agreement.

C. The expenditure is within the District's power as reflected in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District's Rules of Procedure.

D. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

E. The term of any Agreement with a Service Provider does not exceed one (1) year.

F. The Amenity Manager shall procure three (3) proposals and engage the Service Provider with the least, most responsive proposal, unless the amount of the expenditure or purchase is \$1,500 or less, in which the requirement for three (3) proposals is waived. If the Amenity Manager is unable to obtain three (3) proposals, the District Manager shall have the authority to waive this requirement.

Section 3. The District Manager is hereby authorized to make certain expenditures and purchases, with respect to items benefiting the District, provided that each of the following conditions are satisfied:

A. The amount to be paid to any particular Service Provider does not exceed **FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars**, per Agreement.

B. The expenditure for such services or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible.

C. The expenditure is within the District's power as reflected in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District's Rules of Procedure.

D. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

E. The term of any Agreement with a Service Provider does not exceed one (1) year.

F. In the event of an emergency as determined by the District Manager and the need for critical and emergency repairs or purchases on behalf of the District, the District Manager shall have the authority to expend over \$15,000 upon the written approval of the Board Chairperson, or in the absence of the Board Chairperson, the Board Vice Chairperson, only if the Board is unable to convene for an emergency meeting pursuant to the requirements of Florida law.

Section 4. Any Agreement entered into in accordance with this Resolution shall be reported to the Board (a) by email from the District Manager to each Member of the Board, and (b) at the next regularly scheduled meeting or special meeting of the Board. A copy of the Agreement shall be provided with the agenda materials distributed to the Board for purposes of Board ratification.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section or other part application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied it shall not affect the validity of the remaining portions or the applications of the Resolution.

Section 7. This Resolution shall take effective immediately and shall remain in effect unless rescinded or repealed by the Board.

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

SECTION 2

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of April, 2023.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION 3

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Montecito Community Development District ("District"), located in the City of Satellite Beach, Brevard County, Florida announces that professional engineering services will be required on a continuing basis for the District's anticipated capital improvements which may include work related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, amenity facilities, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Brevard County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one original and one electronic version of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on _____ to the attention of Mr. Howard McGaffney, c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District Manager's Office").**

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager.

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION 4



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4787

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE

03/14/2023

TOTAL

\$19,500.00

PROPERTY

montecito

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/14/2023	Provide Labor and Material to install 300 cubic yards of mulch.	300	65.00	19,500.00

We appreciate the opportunity!

TOTAL

\$19,500.00

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4787

ADDRESS

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

DATE	TOTAL
03/14/2023	\$14,950.00

PROPERTY

montecito

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/14/2023	Provide Labor and Material to install 230 cubic yards of mulch.	230	65.00	14,950.00

We appreciate the opportunity!

TOTAL	\$14,950.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

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

Estimate 4837

ADDRESS		DATE	TOTAL	
Montecito Community		03/29/2023	\$142,500.00	
Development District				
Montecito CDD				
219 E. Livingston Street				
Orlando, FL 32801				

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Provide River Rock in place of mulch. 300 tons	300	475.00	142,500.00

We appreciate the opportunity!

TOTAL	\$142,500.00
--------------	---------------------

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4825

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE
03/27/2023

TOTAL
\$1,485.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/27/2023	Provide labor and material to install the following plant material lake edge by playground.			
03/27/2023	3 Pygmy Date Palms 6' oa Tri stem	3	325.00	975.00
03/27/2023	Ruellia Mexican Petunia 3gal	30	17.00	510.00

We appreciate the opportunity!

TOTAL

\$1,485.00

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4826

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE
03/27/2023

TOTAL
\$850.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	218 Monticeto Road West side in common where damage was done by pool and patio construction. Valves and valve boxes damaged and need replaced along with the re splicing of wire leading to decoders. someone prior had attempted to repair but used the wrong connectors and had wire above ground. In addition, the grading was poorly done, and needs leveled, and sod installed. Price include 3 valve boxes wire splice and sod.	1	850.00	850.00

We appreciate the opportunity!

TOTAL **\$850.00**

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

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
02/03/2023

TOTAL
\$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



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4814

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE
03/23/2023

TOTAL
\$8,750.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/23/2023	Provide labor and material to Remove existing battery pack from existing valves, install new wire conduit, decoders and fully automate the entrance with the rest of the system.	1	8,750.00	8,750.00

We appreciate the opportunity!

TOTAL **\$8,750.00**

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4815

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE
03/23/2023

TOTAL
\$2,800.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/23/2023	Provide labor and material to remove material from 16 pots and replace soil plants and irrigation to each	16	175.00	2,800.00

We appreciate the opportunity!

TOTAL \$2,800.00

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+1 8883774144

kaydeec@progreenservices.net

www.progreenservices.net

Estimate 4816

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE
03/23/2023

TOTAL
\$16,200.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/23/2023	Provide labor and material to remove and replace failing turf throughout property.			
03/23/2023	Replace failing turf at both entrances to community. 5000 sq ft Zoysia	1	5,750.00	5,750.00
03/23/2023	Replace turf as at the tree homes as discussed with manager. 5,000 sq ft St Augustine	1	4,750.00	4,750.00
03/23/2023	Replace Failing turf in Verge area throughout the community. 6,000 sq ft St Augustine	1	5,700.00	5,700.00

We appreciate the opportunity!

TOTAL

\$16,200.00

THANK YOU.

Accepted By

Accepted Date



ProGreen Services, LLC

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

Estimate 4836

ADDRESS	Montecito Community Development District Montecito CDD 219 E. Livingston Street Orlando, FL 32801	DATE	03/29/2023	TOTAL	\$20,500.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/29/2023	Provide labor and material to complete the tree trimming of the Oaks and Palms as outlined in the contract			
03/29/2023	Elevate and remove and crossing interior branches and or dead wood. All Oak Trees in the common area.	1	6,500.00	6,500.00
03/29/2023	Trim all Palm trees in the common area.	1	14,000.00	14,000.00

We appreciate the opportunity!

TOTAL	\$20,500.00
-------	-------------

THANK YOU.

Accepted By

Accepted Date

SECTION 5

QUOTE

To: Montecito
Attn: Howard McGaffney

Thank you for your business!

SECTION 6



Proposal

Proposal# SPN99670
Proposal Date: 3/27/2023
Valid Until: 4/26/2023

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Customer # 5502
Montecito Community Development District
6200 Lee Vista Boulevard, Suite 300

Orlando, FL 32822
Tel: Fax:

Job Site: 8563
Montecito Phase #3
Shearwater Pkwy
Satellite Beach, FL 32937
Tel: 904-386-0186 Contact: Howard McGaffney
Model# HCF-25PDV-230/3-HMSR3L-Z

Nature of Service:

S/O, I/O -- Filter Replacement on Existing System

As a result of the aggressive environment (e.g., salt water air/water), the filter system installed in 2018 has excessive structural and hardware deterioration that has dramatically reduced its remaining useful life, risking failure of the system's integrity and thus, continued reliable operation. In comparison, the filter systems installed afterwards with the #1 and #2 pump stations replacements have held up with no signs of structural degradation. This solely based on the 316 stainless steel frames and supports compared to the painted steel which has not only proven to not only be more suitable for the project's location, it is required for durability.

Due to the circumstances and recognizing the valued customer relationship that was established in 2018, Hoover is proposing to replace the filter system at less than total costs as a professional courtesy. Please recognize that since original installation, costs have gone up in excess of 30%, so for simplicity we offering to hold the original price of the filter system installation from 2018 with a significantly more robust system. We will also include an extended five-year warranty on the system for added confidence for the investment (does not include filter discs cleanings or repairs from abuse).

Hoover Pumping Systems will Install an Automatic Filtration System on the Existing Irrigation pumping system as follows:

Design 240 GPM/120 Mesh

The Filter assembly eliminates 95% of all organic matter that clogs sprinkler head nozzles. A properly operating automatic filtration system greatly reduces field labor cost while ensuring consistent water coverage preventing losses of landscape material. Additionally clogged field valve ports prevent complete closure allowing small water demand and rapid pump cycling shortening the life of motors and main line pipe fittings. The filter system automatically back washes each filter bank one at a time on a timed basis and secondary pressure differential back cycle. Manual filter disc cleanings required on as needed basis to maintain performance of filter.

Hoover proposes to:

- Connect filter assembly to existing station discharge & reconnect filter discharge to existing irrigation piping.
- Connect to the existing waste water line.
- Provide power to back flush filter controller from existing control panel.
- Start up, calibrate, and test operation.

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING ITEMS:

- Remove any obstacles in the way of the filter installation



Proposal

Proposal# SPN99670
Proposal Date: 3/27/2023
Valid Until: 4/26/2023

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Nature of Service:

NOTE ON UTILITY LOCATES: Hoover Pumping Systems will contact Sunshine State One Call before digging. Sunshine will notify all public underground utilities companies with regard to Hoover's intent to dig. In a couple days, they will send a locator to mark the location of public underground lines, pipes and cables. Customer is responsible to locate any private underground utilities such as sprinkler lines, site lighting, etc. Customer must provide clear access for Hoover equipment to perform work described above. Hoover is not responsible to repair or replace any damaged landscaping and hardscape damaged caused from this lack of clear access.

CUSTOMER: Per the Sunshine State One Call's guidelines an owner's representative must be available to meet with the locator. Please provide the name and cellular number of the person Sunshine will contact.

Sub Total: \$19,905.65

Grand Total: \$19,905.65

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted By:
Hoover Pumping Systems, Corp.

A handwritten signature in black ink that reads "Ramona Mingo". The signature is written in a cursive, flowing style.

Ramona Mingo

Accepted By:
Montecito Community Development District

Signature/ Printed Name/ Date

SECTION 7

**Arbitrage Rebate Computation
Proposal For
Montecito
Community Development District
(City of Satellite Beach, Florida)
Special Assessment Revenue Refunding Bonds
\$3,755,000 Series 2022**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

March 7, 2023

Montecito Community Development District
c/o Ms. Katie Costa
Director of Operations - Accounting Division
Governmental Management Services-CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$3,755,000 Montecito Community Development District (City of Satellite Beach, Florida),
Special Assessment Revenue Refunding Bonds, Series 2022

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Montecito Community Development District (the "District") Series 2022 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer competitive pricing for arbitrage rebate computations.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,300 bond issuers and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of May 6th, based upon the estimated anniversary of the Bonds in May 2022.

Proposal

We are proposing rebate computation services based on the following:

- \$3,755,000 Series 2022 Bonds
- Fixed Rate Debt
- Project, Debt Service Reserve, Capitalized Interest, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from May 6, 2022, the estimated date of the closing, through May 6, 2027, the 5th anniversary date of the Bonds and initial Computation Date. The fee is based upon the size as well as its complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC Professional Fee – \$3,755,000 Series 2022 Bonds

Report Date	Type of Report	Period Covered	Fee
April 30, 2023	Rebate and Opinion	Closing – April 30, 2023	\$ 450
April 30, 2024	Rebate and Opinion	Closing – April 30, 2024	\$ 450
April 30, 2025	Rebate and Opinion	Closing – April 30, 2025	\$ 450
April 30, 2026	Rebate and Opinion	Closing – April 30, 2026	\$ 450
May 6, 2027	Rebate and Opinion	Closing – May 6, 2027	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Official Statement
2. Arbitrage Certificate or Tax Regulatory Agreement
3. IRS Form 8038-G
4. Bank statements for all accounts from May 2022 through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2023.

Montecito Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Montecito Community
Development District

By: _____
Michael J. Scarfo
Senior Vice President

SECTION 8

**THIRD AMENDMENT TO THE AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES
TO THE
MONTECITO COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC.**

THIS IS A THIRD AMENDMENT TO DISTRICT MANAGEMENT AGREEMENT (the “**Amendment**”) of the *Agreement for District Management Services between Montecito Community Development District and Governmental Management Services – Central Florida, LLC*, dated May 1, 2017, as amended from time to time (the “**Agreement**”) is made effective as of the on May 1, 2023, by and between:

Montecito Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Brevard County, Florida, and having a mailing address of 219 East Livingston Street, Orlando, FL 32801 (the “**District**”); and

Governmental Management Services – Central Florida, LLC, a Florida limited liability company, with offices located at 219 East Livingston Street, Orlando, FL 32801 (“**Manager**”).

RECITALS

WHEREAS, the District and Manager previously entered into the Agreement for the provision of district management services; and

WHEREAS, the District is agreeable to the proposed assignment change and the updated compensation terms as set forth in the attached **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the District is agreeable to the proposed change and the updated general management, administrative, and accounting (“**Services**”) terms as set forth in the attached **Exhibit B**, attached hereto and incorporated herein by this reference; and

WHEREAS, the parties now desire to amend the Agreement to provide accordingly.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and Manager agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment.

2. **AMENDED ADDRESSES FOR NOTICES.** All notices required under the Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be sent to:

Montecito Community Development District
C/O Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard

Fort Lauderdale, FL 33301
Attn: Michael Pawelczyk, Esq.

If notice is sent to Manager, it shall be sent to:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Howard McGaffney, District Manager

With a copy to: Governmental Management Services – Central Florida, LLC
1001 Bradford Way
Kingston, Tennessee 37763
Attn: Darrin Mossing

3. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.

4. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

5. In all other respects, the original Agreement for District Management Services, dated May 1, 2017, the First Amendment to District Management Agreement, dated October 1, 2017, the Second Amendment to District Management Agreement, dated September 12, 2022, and all other amendments are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By:_____

Name:_____

Title:_____

Date:_____

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC**

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE

Manager Administrative Services	Fiscal Year 2023 Fees *	Fiscal Year 2024 Fees ***
Management, Administrative, and Accounting Services <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (plus reimbursables) Our Agreement contemplates 12 meetings and 1 workshop 	\$55,000	\$58,300
Annual Assessment Administration <ul style="list-style-type: none"> (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) 	\$5,000	\$5,300
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (Does not include cost of creation of ADA compliant website, if applicable) 	\$3,000	\$3,180
Other Services ** <ul style="list-style-type: none"> New Bond Issuance Cost (per bond issue) Refinance Bond Issuance Cost (per bond issue) Assessment Methodology Preparation SERC Preparation & Assistance w/ Petition Pre-paid Assessment Collection Fee (per lot/unit) Annual Construction Accounting Fee (while active) 	\$25,000 \$15,000 \$15,000 \$ 5,000 \$ 150 \$ 2,500	\$25,000 \$15,000 \$15,000 \$ 5,000 \$ 150 \$ 2,500
Extended or Extra Board Meetings: <ul style="list-style-type: none"> Any extra meeting(s) or meeting duration exceeding a 4-hour duration may be charged a meeting overage fee. 	\$250/hr.	\$250/hr.
Dissemination Agent Services	Not Included	Not Included
Field Contract Management Services	Not Included	Not Included
Amenity Management Staffing Services	Not Included	Not Included

* Fees reflect the Adopted Budget for Manager services For Fiscal Year 2022 with dates effective October 1st, 2022, through September 30th, 2023.

** Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.

*** Fees reflect the Proposed Budget for Manager services For Fiscal Year 2022 with dates effective October 1st, 2023, through September 30th, 2024.

EXHIBIT B

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- Meeting services include conducting one (1) three (3) hour board meeting per month, and one (1) three (3) hour workshop per year.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions, and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.

- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings, and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.

- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- The Manager will provide dissemination agent services related to required reporting, as referenced in Exhibit A.

Maintenance Contract Administration

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the budget approved by the Board.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors, or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.

5. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.
6. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Contract or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

7. Nothing herein shall be construed as a waiver of the District's sovereign immunity or any waiver of the limitations of liability as provided in Section 768.28 Florida Statutes, or other applicable law. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
8. Any amendment or change to this Contract shall be in writing and executed by all parties.
9. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work

by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

10. Manager shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the Manager to comply with Section 119.0701, Florida Statutes, may subject the Manager to penalties pursuant to Section 119.10, Florida Statutes. In the event Manager fails to comply with this section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MANAGER MAY CONTACT THE MANAGER CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL
FLORIDA, LLC
219 EAST LIVINGSTON STREET
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: HMC GAFFNEY@GMSNF.COM**

SECTION B

SECTION 4



Montecito

Community Development District

Proposed Budget
FY 2024



**Montecito
Community Development District**

Table of Contents

	<u>Pages</u>
General Fund	1-2
General Fund Narrative	3-11
Capital Reserve Funds	12
Debt Service Fund	13
Amortization Schedule	14
Assessment Allocation Chart	15-16
Reserve Study - Target Goal	17
Capital Improvement Plan	18

Montecito
Community Development District
General Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 2/28/23	Projected Next 7 Months	Projected Thru 9/30/23	Proposed Budget FY 2024	Change Increase/ (Decrease)
--	------------------------------	----------------------------	-------------------------------	------------------------------	-------------------------------	-----------------------------------

Revenues

Maintenance Assessments	\$ 863,748	\$ 833,296	\$ 30,452	\$ 863,748	\$ 896,723	\$ 32,975
Interest Income	-	1	-	1	-	-
Gate & Amenity Access Income	-	365	-	365	-	-
Miscellaneous Income	-	1,500	-	1,500	-	-
Stormwater Control Cost Share	-	-	-	-	4,136	4,136
Total Revenues	\$ 863,748	\$ 835,162	\$ 30,452	\$ 865,614	\$ 900,859	\$ 37,111

Expenditures

Administrative Expenditures

Supervisor Fees	\$ 7,800	\$ 4,000	7,000	\$ 11,000	\$ 12,000	\$ 4,200
District Engineer	30,000	-	17,500	17,500	15,000	(15,000)
District Counsel	30,000	20,402	18,278	38,680	30,000	-
District Management	55,000	22,917	32,083	55,000	58,300	3,300
Disclosure Report	1,500	-	-	-	1,500	-
Assessment Roll	5,000	5,000	-	5,000	5,300	300
Information Technology	1,800	750	1,050	1,800	1,908	108
Website Maintenance	1,200	1,500	700	2,200	1,272	72
Auditing Services	5,000	-	4,200	4,200	6,000	1,000
Arbitrage Rebate Calculation	500	-	450	450	450	(50)
Trustee Fees	3,500	-	3,000	3,000	3,500	(0)
Public Officials/General Liability Insurance	19,102	16,555	-	16,555	19,102	-
Legal Advertising	2,000	1,030	1,500	2,530	3,000	1,000
Dues, Licenses, & Subscriptions	175	175	-	175	175	-
Property Appraiser	250	211	-	211	250	-
Reimbursable Expenditures	1,200	825	375	1,200	1,200	-
Contingency	2,400	765	1,400	2,165	2,400	-
Administrative Expenditures Total	\$ 166,427	\$ 74,129	\$ 87,536	\$ 161,664	\$ 161,357	\$ (5,070)

17.9%

Operations and Maintenance Expenditures

Field Management

Amenity and Field Management Contract	\$ 92,480	\$ 22,122	58,229	\$ 80,351	\$ 128,820	\$ 36,340
Facilities Attendant	-	-	12,741	12,741	28,700	28,700
Property Insurance	36,419	34,078	-	34,078	51,117	14,698
ADP Fees	-	274	-	274	-	-
Field Management Subtotal	\$ 128,899	\$ 56,474	\$ 70,970	\$ 127,444	\$ 208,637	\$ 79,738

Amenity Center Operations

Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$ 1,041	10,959	\$ 12,000	\$ 12,000	\$ -
HVAC Repairs & Maintenance	2,000	-	2,000	2,000	2,000	-
Office Supplies	1,500	705	795	1,500	1,500	-
Janitorial Supplies	1,850	-	1,000	1,000	1,850	-
Janitorial Services	8,241	2,590	4,550	7,140	7,800	(441)
Pest Control & Termite Bond	1,203	160	820	980	1,203	0
Fitness Equipment Repairs & Maintenance	3,000	225	1,750	1,975	3,000	-
Playground Repairs & Maintenance	1,000	-	1,000	1,000	1,000	-
Pool Service Repairs & Maintenance	15,000	4,941	11,435	16,376	15,000	-
Amenity Center Operations Subtotal	\$ 45,794	\$ 9,661	\$ 34,310	\$ 43,971	\$ 45,353	\$ (441)

Montecito
Community Development District
General Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 2/28/23	Projected Next 7 Months	Projected Thru 9/30/23	Proposed Budget FY 2024	Change Increase/ (Decrease)
<u>Irrigation</u>						
Irrigation Repairs & Maintenance	\$ 25,000	\$ 16,565	7,000	\$ 23,565	\$ 25,000	\$ -
Irrigation Monitoring	6,287	2,645	3,493	6,138	6,388	101
Hoover Pumps Repairs & Maintenance	17,500	8,045	7,000	15,045	17,500	-
<u>Irrigation Subtotal</u>	\$ 48,787	\$ 27,255	\$ 17,493	\$ 44,748	\$ 48,888	\$ 101
<u>Stormwater Control</u>						
Aquatic Maintenance & Repairs	\$ 5,733	\$ 2,720	6,310	\$ 9,030	\$ 12,430	\$ 6,697
Fountain Service Repairs & Maintenance	9,000	5,617	6,080	11,697	9,000	-
<u>Stormwater Control Subtotal</u>	\$ 14,733	\$ 8,337	\$ 12,390	\$ 20,727	\$ 21,430	\$ 6,697
<u>Landscaping</u>						
Landscaping Contracted Services	\$ 80,375	\$ 32,447	45,500	\$ 77,947	\$ 103,425	\$ 23,050
Additional Landscaping Repairs & Maintenance	15,000	-	10,000	10,000	25,000	10,000
Entrance/Amenity Plant Replacement	2,400	456	2,000	2,456	2,400	-
Mulch	12,334	-	12,334	12,334	15,000	2,666
Palm Tree Maintenance	14,000	-	14,000	14,000	14,700	700
Oak Tree Maintenance	6,500	-	6,500	6,500	6,825	325
<u>Landscaping Subtotal</u>	\$ 130,608	\$ 32,903	\$ 90,334	\$ 123,236	\$ 167,350	\$ 36,742
<u>Common Areas, Right of Ways & Perimeter Walls</u>						
Street Light Repairs & Maintenance	\$ 9,000	\$ 1,587	5,250	\$ 6,837	\$ 9,000	\$ -
Entrance Vehicular Gates Repairs & Maintenance	5,500	8,010	1,000	9,010	7,760	2,260
Pedestrian Entry Gates & Walls Maintenance	8,000	4,142	2,000	6,142	8,000	-
Common Area Repairs & Maintenance	12,000	1,943	6,000	7,943	6,000	(6,000)
Sidewalk Cleaning	8,000	-	8,000	8,000	8,000	-
<u>Common Areas, Right of Ways & Perimeter Walls Subtotal</u>	\$ 42,500	\$ 15,682	\$ 22,250	\$ 37,932	\$ 38,760	\$ (3,740)
<u>Security Monitoring Services</u>						
Fire Detection Services	\$ 2,252	\$ 894	1,430	\$ 2,324	\$ 2,252	\$ 0
Access Control Services	2,702	1,072	1,715	2,787	2,787	85
Intrusion Services	1,649	654	1,047	1,701	1,701	52
Security Monitoring Repairs & Maintenance	2,500	118	2,000	2,118	2,500	-
<u>Security Subtotal</u>	\$ 9,102	\$ 2,738	\$ 6,193	\$ 8,931	\$ 9,240	\$ 138
<u>Utilities</u>						
Electric Services	\$ 47,300	\$ 17,605	28,000	\$ 45,605	\$ 54,394	\$ 7,094
Telephone, Fax & Internet	3,300	1,558	2,002	3,560	3,600	300
Water & Sewer Services	4,000	698	1,750	2,448	4,000	-
Gate Kiosk Internet Services	2,850	970	1,400	2,370	2,850	-
<u>Utilities Subtotal</u>	\$ 57,450	\$ 20,831	\$ 33,151	\$ 53,982	\$ 64,844	\$ 7,394
<u>Other</u>						
Contingency/Miscellaneous Expenditures	\$ 7,500	\$ 3,357	5,000	\$ 8,357	\$ 10,000	\$ 2,500
<u>Other Subtotal</u>	\$ 7,500	\$ 3,357	\$ 5,000	\$ 8,357	\$ 10,000	\$ 2,500
<u>Operations & Maintenance Expenditures Total</u>	\$ 485,374	\$ 177,238	\$ 292,090	\$ 469,328	\$ 614,502	\$ 129,128
Total Expenditures	\$ 651,801	\$ 251,366	\$ 379,626	\$ 630,992	\$ 775,859	\$ 124,058
<u>Other Financing Uses</u>						
Capital Reserve Transfer Out	\$ 136,947	\$ 136,947	-	\$ 136,947	\$ 65,000	\$ (71,947)
Disaster Reserve Transfer Out	25,000	25,000	-	25,000	30,000	5,000
Roadway Reserve Transfer Out	50,000	50,000	-	50,000	30,000	(20,000)
<u>Total Other Financing Uses</u>	\$ 211,947	\$ 211,947	\$ -	\$ 211,947	\$ 125,000	\$ (86,947)
<u>Total Expenditures & Reserves</u>	\$ 863,748	\$ 463,313	\$ 379,626	\$ 842,939	\$ 900,859	\$ 37,111
Net Change in Fund Balance	\$ -	\$ 371,849	\$ (349,173)	\$ 22,675	\$ -	\$ (0)

68.2%

13.9%

100.0%

	FY23	FY24	Increase
Net Assessments	\$ 863,748	\$ 896,723	\$ 32,975
Less: Discounts (6%)	\$ (55,133)	\$ (57,238)	\$ (2,105)
Gross Assessments	\$ 918,881	\$ 953,961	\$ 35,080
	Gross O&M Per Unit		Increase
Townhomes	\$ 1,845.43	\$ 2,058.91	\$ 213.47
Single Family	\$ 2,460.58	\$ 2,745.21	\$ 284.63

Montecito

Community Development District

General Fund

Revenues:

The District's primary source of generating revenues is from **Maintenance Assessments**. In addition, other non-budgeted sources of revenue may be realized throughout the fiscal year from items such as: Interest Income, Gate & Amenity Access Replacement Cards and FOB income, and Club House Rental Income.

Maintenance Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year.

Stormwater Control Cost Share

The District has a cost share agreement relating to stormwater expenditures.

Expenditures:

Administrative Expenditures

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon 5 Supervisors attending 12 meetings.

District Engineer

The District's Engineer will be providing general engineering services to the District, e.g., attendance and preparation for the monthly Board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

District Counsel

The District's Legal Counsel, Billings, Cochran, Lyles, Mauro & Ramsey P.A., provides general legal services to the District. Among these services are attendance at and preparation for monthly Board meetings, review of operating and maintenance contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

District Management

The District has contracted with Governmental Management Services-Central Florida, LLC to provide management, accounting, and recording secretary services. These services include, but are not limited to, advertising, recording and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

Montecito

Community Development District

General Fund

Disclosure Report

The District is required to prepare an annual disclosure report in accordance with the Continuing Disclosure Agreement and Rule 15c2-12(b)(5) promulgated by Securities and Exchange Commission. The annual report is filed on the Municipal Securities Rulemaking Board (EMMA) website.

Assessment Roll

The District has contracted with Governmental Management Services-CF, LLC to maintain the assessment roll and annually certify for collection a Non-Ad Valorem assessment for operating and debt service expenditures, calculate, collect, record and transmit prepaid assessments, maintain the District's lien book along with various other responsibilities.

Information Technology

Represents various cost with Governmental Management Services – Central Florida LLC for information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Auditing Services

The District is required by Florida Statutes to have an independent certified public accounting firm to conduct an annual audit of its financial records. The District's current auditing firm is Grau & Associates.

Arbitrage Rebate Calculation

The District is required to annually have an arbitrage rebate calculation on the District's Series 2022 Special Assessment Refund Revenue Bonds. The District has contracted with AMTEC to calculate the arbitrage rebate liability and submit a report to the District.

Trustee Fees

The District pays an annual fee to UMB Bank as Trustee for the District's Series 2022, Special Assessment Refund Revenue Bonds.

Public Officials/General Liability Insurance

The District's general liability and public officials' liability insurance coverage is provided by Florida Insurance Alliance (FIA) who specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Montecito

Community Development District

General Fund

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only anticipated expenditure for this category.

Property Appraiser

Represents a fee charged by the Brevard County Property Appraiser's office for assessment administration services.

Reimbursable Expenditures

Represents expenditures incurred that are considered reimbursable by the district, such as: mailing of agenda packages, overnight deliveries, correspondence, printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, miscellaneous office supplies, etc.

Contingency

Represents any miscellaneous expenditures incurred during the fiscal year that do not fall into another administrative budget item.

Operations and Maintenance Expenditures

These are the budgeted items that the CDD Board along with District Management have assessed necessary for the routine operations and maintenance of the District.

Field Management

Amenity and Field Management Contract

The District will contract for onsite field management of services for the District within common areas such as but not limited to landscape, lake maintenance, and the Amenity Center. The contractor shall perform all normal duties associated with staffing, managing, and maintaining Amenities, to ensure its smooth operation and to help promote the safe enjoyment by members of the clubhouse and residents, landowners and visitors.

Facilities Attendant

The District will contract with an amenity management company for a weekend facility attendant at the Amenity Center.

Property Insurance

Represents the cost of annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Amenity Center Operations

Repairs & Maintenance (Non-HVAC)

Represents estimated costs for maintaining the amenity center throughout the fiscal year.

Montecito
Community Development District
General Fund

HVAC Repairs & Maintenance

Represents estimated costs of maintaining the A/C and heating systems.

Office Supplies

The District incurs cost for various office supplies as part of the day-to-day operations of the Amenity Center.

Janitorial Supplies

Represents any minimal costs for janitorial supplies and/or services.

Janitorial Services

The District has contracted with Coverall Central Florida to provide commercial cleaning services 6 days a week for the clubhouse. Services also include wiping equipment every two weeks and quarterly window cleaning.

Description	Monthly	Annually
208 Montecito Drive	\$650	\$7,800
Total		\$7,800

Pest Control & Termite Bond

The District has contracted with Apex Pest Control, Inc. to provide bi-monthly pest control services. The District also incurs an annual termite bond fee with Price Termite & Pest Control.

Description	Bi-Monthly	Annually
208 Montecito Drive	\$80	\$480
Termite Bond		\$540
Contingency		\$183
Total		\$1,203

Fitness Equipment Repairs & Maintenance

Represents estimated costs for maintaining the fitness equipment owned by the District.

Description	Quarterly	Annually
Preventative Maintenance	\$225	\$900
Repairs & Contingency		\$2,100
Total		\$3,000

Playground Repairs & Maintenance

Represents any repairs and maintenance costs incurred on the District's playground equipment.

Montecito

Community Development District

General Fund

Pool Service Repairs & Maintenance

The District has contracted with Brevard Pools for all expenditures related to the repairs and maintenance of the swimming pool facilities. These services include, but are not limited to, general cleaning, water testing, chlorinating, balancing PH, adding algaecide, balancing alkalinity, cleaning filters, providing technical support, and advising the District of any necessary repairs.

Description	Monthly	Annually
Pool Maintenance – October to March	\$643	\$3,858
Pool Maintenance – April to September	\$938	\$5,628
Repairs & Contingency		\$5,514
Total		\$15,000

Irrigation

Irrigation Repairs & Maintenance

The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Monitoring

The District has contracted with Insight Irrigation, LLC to provide irrigation monitoring services that include assistance with: run checks, leaks, valve issues, controller issues, sensor issues, backup data, management of irrigation schedules and updates to online maps.

Description	Monthly	Annually
Irrigation Monitoring – 285 zones at \$1.75 per zone	\$499	\$5,988
Estimated Increase		\$400
Total		\$6,388

Hoover Pumps Repairs & Maintenance

The District will incur costs related to the repairs and preventative maintenance of its Hoover pumps which is provided by Hoover Pumping Systems.

Description	Annually
Hoover Pump 1 #4978 – Patrick Drive	\$2,590
Hoover Pump 2 #5975 – Point Lobos Drive & Monterey Drive	\$2,590
Hoover Pump 3 #8563 – Phase 2C	\$2,290
Repairs & Contingency	\$10,030
Total	\$17,500

Montecito
Community Development District
General Fund

Lakes & Fountains

Aquatic Maintenance

The District has contracted with Ecor Industries, Inc. for the care and maintenance of its six lakes which includes shoreline grass, brush and vegetation control.

Description	Monthly	Annually
Aquatic Maintenance	\$530	\$6,360
Stormwater Contingency		\$6,070
Total		\$12,430

Fountain Service Repairs & Maintenance

Represents the estimated costs for any repairs and maintenance pertaining to the six District lake fountains.

Description	Annually
Quarterly Fountain Cleaning	\$1,920
Repairs & Contingency	\$7,080
Total	\$9,000

Landscaping

Landscaping Contracted Services

The District has a contract with ProGreen Services. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing, edging, trimming, weed and disease control, fertilization, pest control, pH adjustments, pruning, and irrigation inspections.

Description	Annually
Landscape Maintenance	\$103,425
Total	\$103,425

Additional Landscaping Repairs & Maintenance

The District will incur landscape related expenditures that fall outside of the annual maintenance contract. Examples include: plant replacement and sod replacement.

Entrance Pot Plant Replacement

Represents estimated costs to replace pot plants at the entrances of the community.

Mulch

Represents estimated costs for supplemental mulch to be added during the fiscal year.

Montecito
Community Development District
General Fund

Palm Tree Maintenance

The District will incur costs for the maintenance of the palm trees.

Oak Tree Maintenance

The District will incur costs for the maintenance of the oak trees.

Common Areas, Right of Ways & Perimeter Walls

Street Light Repairs & Maintenance

The District will incur costs to maintain the street lights and decorative light fixtures throughout the District.

Entrance Vehicular Gate Repairs & Maintenance

Represents any gate repairs and maintenance costs the District may incur throughout the fiscal year. This also includes preventative maintenance provided by Florida Door Control, Inc.

Pedestrian Entry Gates & Walls Maintenance

The District will incur expenditures to maintain the pedestrian gates, entry monuments and walls throughout the fiscal year.

Common Area Repairs & Maintenance

Represents costs related to the maintenance of the District's common areas.

Sidewalk Cleaning

Represents the estimated costs of pressure washing the sidewalks annually.

Security

Fire Detection Services

Represents monitoring services provided by Sonitrol for the fire alarm systems.

Description	Monthly	Annually
208 Montecito Drive	\$188	\$2,252
Total		\$2,252

Access Control Services

Represents monitoring services provided by Sonitrol for the District's access control systems.

Description	Monthly	Annually
208 Montecito Drive	\$232	\$2,787
Total		\$2,787

Montecito

Community Development District

General Fund

Intrusion Services

Represents monitoring services provided by Sonitrol for the District's burglary systems.

Description	Monthly	Annually
208 Montecito Drive	\$141	\$1,701
Total		\$1,701

Security Monitoring Repairs & Maintenance

Represents maintenance trip services and repairs provided by Sonitrol for the District's burglary, access control and fire alarm monitoring systems.

Utilities

Electric Services

The District has the following electric accounts with Florida Power & Light Company for general purposes with monthly estimates.

Description	Monthly	Annually
140 Clemente Drive #Pump (Hoover Pump 2 #5975)	\$329	\$3,948
208 Montecito Drive #Clubhouse (Amenity Center)	\$886	\$10,632
308 Montecito Drive #Irrigation Pump (Hoover Pump 1 #4978)	\$822	\$9,864
654 Mission Bay Drive #Gate (South Patrick Entrance)	\$506	\$6,072
686 Carlsbad Drive #Irrigation (Hoover Pump 3 #8563)	\$253	\$3,036
688 Carlsbad Drive #LTS	\$63	\$756
711 Monterey Drive #Irrigation	\$1012	\$12,144
790 Palisades Drive #Entrance (Shearwater Entrance)	\$139	\$1,668
Contingency		\$6,274
Total		\$54,394

Telephone, Fax & Internet

The District will incur cost for telephone, fax and internet service related to the amenity center. These services are provided by Spectrum.

Description	Monthly	Annually
208 Montecito Drive	\$286	\$3,432
Contingency		\$168
Total		\$3,600

Montecito
Community Development District
General Fund

Water & Sewer Services

The District has the following water and sewer service account with the City of Melbourne for its amenity center.

Description	Monthly	Annually
208 Montecito Drive	\$275	\$3,300
Contingency		\$700
Total		\$4,000

Gate Kiosk Internet Services

The District will incur costs to provide internet services to the two gatehouses it owns. These services are provided by Spectrum.

Description	Monthly	Annually
Gate Kiosk 1 – Shearwater Parkway Kiosk	\$105	\$1,254
Gate Kiosk 2 – South Patrick Kiosk	\$105	\$1,254
Contingency		\$342
Total		\$2,850

Other

Contingency/Miscellaneous Expenditures

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Reserves:

Disaster Reserves

Funds collected and reserved for expenditures related to disasters like hurricanes.

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

Roadway Reserves

Funds collected and reserved for large repairs and maintenance of District's roads.

Montecito
Community Development District
Capital Reserve Funds
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 2/28/23	Projected Next 7 Months	Projected Thru 9/30/23	Proposed Budget FY 2024
Revenues					
Beginning Fund Balance	\$ 228,737	\$ 234,487	\$ -	\$ 234,487	\$ 343,295
Transfer In - Capital Reserve	136,947	136,947	-	136,947	65,000
Transfer In - Disaster Reserve	25,000	25,000	-	25,000	30,000
Transfer In - Roadway Reserve	50,000	50,000	-	50,000	30,000
Total Revenues	\$ 440,684	\$ 446,434	\$ -	\$ 446,434	\$ 468,295
Expenditures					
Bank Fees	\$ 756	\$ 232	\$ 322	\$ 554	\$ -
Capital Outlay - Landscaping	11,000	-	11,000	11,000	-
Capital Outlay - Amenity Center	59,300	-	59,300	59,300	-
Capital Outlay - Streets, Sidewalks, Walls & Gates	32,285	-	32,285	32,285	-
Capital Improvement Plan	-	-	-	-	100,000
Total Expenditures	\$ 103,341	\$ 232	\$ 102,907	\$ 103,139	\$ 100,000
Net Change in Fund Balance	\$ 337,343	\$ 446,202	\$ (102,907)	\$ 343,295	\$ 368,295

FY2024 Projected Fund Balances

Capital Reserves	8,500
Disaster Reserves	180,000
Roadway Reserves	179,795
Total Fund Balances	\$ 368,295

Montecito
Community Development District
Debt Service Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 2/28/23	Projected Next 7 Months	Projected Thru 9/30/23	Proposed Budget FY 2024
--	------------------------------	----------------------------	-------------------------------	------------------------------	-------------------------------

Revenues

Special Assessments - Tax Roll	\$ 315,934	\$ 303,965	\$ 11,969	\$ 315,934	\$ 315,934
Special Assessments - Prepayment	-	10,282	-	10,282	-
Interest	-	586	-	586	-
Beginning Balance	57,335	73,355	-	73,355	83,888
Total Revenues	\$ 373,269	\$ 388,188	\$ 11,969	\$ 400,157	\$ 399,821

Expenditures

Series 2022

Interest - 11/1	57,316	57,316	-	57,316	55,814
Principal - 5/1	200,000	-	200,000	200,000	205,000
Interest - 5/1	58,954	-	58,954	58,954	55,814

Total Expenditures	\$ 316,269	\$ 57,316	\$ 258,954	\$ 316,269	\$ 316,627
---------------------------	-------------------	------------------	-------------------	-------------------	-------------------

Net Change in Fund Balance	\$ 57,000	\$ 330,872	\$ (246,985)	\$ 83,888	\$ 83,194
-----------------------------------	------------------	-------------------	---------------------	------------------	------------------

Interest 11/1/24	\$ 52,595
------------------	-----------

Montecito
Community Development District
Series 2022 Special Assessment Refunding Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 3,555,000.00	\$ -	\$ 55,813.50	\$ 55,813.50
05/01/24	\$ 3,555,000.00	\$ 205,000.00	\$ 55,813.50	\$ -
11/01/24	\$ 3,350,000.00	\$ -	\$ 52,595.00	\$ 313,408.50
05/01/25	\$ 3,350,000.00	\$ 210,000.00	\$ 52,595.00	\$ -
11/01/25	\$ 3,140,000.00	\$ -	\$ 49,298.00	\$ 311,893.00
05/01/26	\$ 3,140,000.00	\$ 220,000.00	\$ 49,298.00	\$ -
11/01/26	\$ 2,920,000.00	\$ -	\$ 45,844.00	\$ 315,142.00
05/01/27	\$ 2,920,000.00	\$ 225,000.00	\$ 45,844.00	\$ -
11/01/27	\$ 2,695,000.00	\$ -	\$ 42,311.50	\$ 313,155.50
05/01/28	\$ 2,695,000.00	\$ 235,000.00	\$ 42,311.50	\$ -
11/01/28	\$ 2,460,000.00	\$ -	\$ 38,622.00	\$ 315,933.50
05/01/29	\$ 2,460,000.00	\$ 240,000.00	\$ 38,622.00	\$ -
11/01/29	\$ 2,220,000.00	\$ -	\$ 34,854.00	\$ 313,476.00
05/01/30	\$ 2,220,000.00	\$ 250,000.00	\$ 34,854.00	\$ -
11/01/30	\$ 1,970,000.00	\$ -	\$ 30,929.00	\$ 315,783.00
05/01/31	\$ 1,970,000.00	\$ 255,000.00	\$ 30,929.00	\$ -
11/01/31	\$ 1,715,000.00	\$ -	\$ 26,925.50	\$ 312,854.50
05/01/32	\$ 1,715,000.00	\$ 265,000.00	\$ 26,925.50	\$ -
11/01/32	\$ 1,450,000.00	\$ -	\$ 22,765.00	\$ 314,690.50
05/01/33	\$ 1,450,000.00	\$ 270,000.00	\$ 22,765.00	\$ -
11/01/33	\$ 1,180,000.00	\$ -	\$ 18,526.00	\$ 311,291.00
05/01/34	\$ 1,180,000.00	\$ 280,000.00	\$ 18,526.00	\$ -
11/01/34	\$ 900,000.00	\$ -	\$ 14,130.00	\$ 312,656.00
05/01/35	\$ 900,000.00	\$ 290,000.00	\$ 14,130.00	\$ -
11/01/35	\$ 610,000.00	\$ -	\$ 9,577.00	\$ 313,707.00
05/01/36	\$ 610,000.00	\$ 300,000.00	\$ 9,577.00	\$ -
11/01/36	\$ 310,000.00	\$ -	\$ 4,867.00	\$ 314,444.00
05/01/37	\$ 310,000.00	\$ 310,000.00	\$ 4,867.00	\$ 314,867.00
	\$ 3,555,000.00	\$ 894,115.00	\$ 4,449,115.00	

Montecito Community Development District

Fiscal Year 2024 O&M and Debt Service Assessment Schedule

Description	Admin. Budget	Field/Reserve Budget	Total	Admin. Budget Bonds	Admin. Budget No Bonds	Total
Total O&M Budget	\$161,357	\$735,366	\$896,723	\$5,450	\$155,907	\$161,357
Balance Forward	\$0	\$0	\$0	\$0	\$0	\$0
Net Assessments	\$161,357	\$735,366	\$896,723	\$5,450	\$155,907	\$161,357
Collection Cost (6%)	\$10,299	\$46,938	\$57,238	\$348	\$9,952	\$10,299
Gross Assessment	\$ 171,656	\$ 782,304	\$ 953,961	\$ 5,798	\$ 165,859	\$ 171,656

Operations and Maintenance FY 2023

Lot Size	Units	EAU Factor	Total EAU's	% Total EAU's	Bond Expense	Admin. Budget Bonds	Admin. Budget No Bonds	Field/Reserve Budget	Total	O&M Per Unit (Net)	O&M Per Unit (Gross)(1)
Townhomes	294	0.75	220.5	28%	63%	\$37,734	\$29,797.45	\$442,473	\$510,004	\$1,734.71	\$1,845.43
Single Family	127	1.00	127	16%	37%	\$21,733	\$17,162.25	\$254,848	\$293,744	\$2,312.94	\$2,460.58
Total			347.5		100%	\$59,467	\$46,960	\$697,321	\$803,748		
<u>Condo's</u>											
Mid-Rise	224	1.00	224	28%		\$0	\$30,270	\$0	\$30,270	\$135.14	\$143.76
High-Rise	176	1.25	220	28%		\$0	\$29,730	\$0	\$29,730	\$168.92	\$179.70
			444			\$0	\$60,000	\$0	\$60,000		
Total	821		791.5	100%		\$59,467	\$106,960	\$697,321	\$863,748		

Operations and Maintenance FY 2024

Lot Size	Units	EAU Factor	Total EAU's	% Total EAU's	Bond Expense	Admin. Budget Bonds	Admin. Budget No Bonds	Field/Reserve Budget	Total	O&M Per Unit (Net)	O&M Per Unit (Gross)(1)
Townhomes	294	0.75	220.5	63%	63%	\$3,458	\$98,928.04	\$466,614	\$569,000	\$1,935.37	\$2,058.91
Single Family	127	1.00	127	37%	37%	\$1,992	\$56,978.96	\$268,752	\$327,723	\$2,580.50	\$2,745.21
Total			347.5		100%	\$5,450	\$155,907	\$735,366	\$896,723		
Total	421		347.5	100%		\$5,450	\$155,907	\$735,366	\$896,723		

Lot Size	FY23 Gross O&M Per Unit	FY23 Net O&M Per Unit	FY24 Gross O&M Per Unit	FY24 Net O&M Per Unit	FY24 Gross O&M Increase	FY24 Gross O&M Increase
Townhomes	\$1,845.43	\$1,734.71	\$2,058.91	\$1,935.37	\$213.48	12%
Single Family	\$2,460.58	\$2,312.94	\$2,745.21	\$2,580.50	\$284.63	12%

Montecito Community Development District

Fiscal Year 2024 O&M and Debt Service Assessment Schedule

Debt Service Assessments FY 2024

Lot Size	Debt Units Units	EAU Factor	Net Annual	% Total EAU's	Annual Debt Service	Net Annual Per Unit	Gross Annual
Townhomes	293	0.75	220	63.56%	\$200,799	\$685.32	\$729.07
Single Family	126	1.00	126	36.44%	\$115,134	\$913.76	\$972.09
Total			346	100%	\$315,934		

Combined Operations and Maintenance and Debt Service Assessments

Lot Size	Gross O&M Per Unit	Gross Debt Per Unit	Total Gross Per Unit (1)	FY2023 Total Gross Per Unit	FY2024 Total Gross Increase	FY2024 Total Gross Increase %
Townhomes	\$2,058.91	\$729.07	\$2,787.97	\$2,574.50	\$213.47	8%
Single Family	\$2,745.21	\$972.09	\$3,717.30	\$3,432.67	\$284.63	8%

(1) Includes 6% for early payment discount and collection cost for tax collector.

Capital Improvement Plan - FY2024				
Priority	Location	Description	Budget Amount	Notes
Total			\$ -	

Priority	
C	Critical
E	Essential
R	Reserve Study
O	Other

Fiscal Year	Annual Assessment	Annual Interest	Annual Expenses	Net Change in Fund Balance Gain / (Use)	Net Reserve Funds	% Funded
2023	\$ 112,925	\$ 3,899	\$ 14,729	\$ 102,095	\$ 440,048	52.6%
2024	\$ 115,748	\$ 4,932	\$ 10,812	\$ 109,868	\$ 549,916	59.0%
2025	\$ 118,642	\$ 6,044	\$ 57,381	\$ 67,305	\$ 617,221	59.5%
2026	\$ 121,608	\$ 6,731	\$ 197,318	\$ (68,979)	\$ 548,242	49.8%
2027	\$ 124,648	\$ 6,055	\$ 225,584	\$ (94,881)	\$ 453,361	44.3%
2028	\$ 127,648	\$ 5,121	\$ 2,852	\$ 129,917	\$ 583,278	63.5%
2029	\$ 130,959	\$ 6,436	\$ -	\$ 137,395	\$ 720,673	69.2%
2030	\$ 134,233	\$ 7,825	\$ 64,643	\$ 77,415	\$ 798,088	68.0%
2031	\$ 137,588	\$ 8,614	\$ 259,291	\$ (113,089)	\$ 684,999	55.0%
2032	\$ 141,028	\$ 7,499	\$ 523,631	\$ (375,104)	\$ 309,895	27.6%
2033	\$ 144,554	\$ 3,765	\$ 18,907	\$ 129,412	\$ 439,307	60.4%