Montecito Community Development District

Meeting Agenda

May 3, 2023

AGENDA

Montecito Community Development District

www.MontecitoCDD.org

April 26, 2023

Board of Supervisors Montecito Community Development District

Dear Board Members:

The Montecito Community Development District Board of Supervisors Meeting is scheduled for Wednesday, May 3, 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
- IV. Approval of Consent Agenda
 - a. Minutes of the April 5, 2023 Board of Supervisors Meeting *Under Separate Cover*
 - 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 2023-08 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
 - ii. General Operations and Facilities Management Agreement with Vesta Property Services, Inc.
 - iii. Board of Supervisors Code of Conduct
 - iv. Proposal from Florida Reserve Study and Appraisal to Update 2016Funding Reserve Analysis Report

- v. Proposal from Brown Fitness Services, LLC for Quarterly Fitness Equipment Maintenance
- vi. Opening Money Market Account with Bank United
- b. Ratification of Proposal from Lock Haven-1
- c. Discussion Items
 - i. Holiday Lighting
 - ii. Vue Fence
- VII. Other Business
- VIII. Supervisor Requests
 - IX. Audience Comments
 - X. Next Scheduled Meeting June 7, 2023, at 5:30 PM 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

SECTIONA



Date: 4/28/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

- 4/6/23 Trimmed Clubhouse and Front Entrances and performed maintenance services.
- 4/11/23 Completed installing above ground wires approx. 300'into conduit and burial.
- 4/13/23 Fertilizer installed on CDD sections and performed maintenance services.
- 4/17/23 Started mapping process of the irrigation system. Scheduled to be completed the first week of May.
- 4/18/23 Insight reported Monterrey odd section was down. Repaired the faulty wire and section back up and operational on 4/19/23. There is a section of wire above ground approx. 100' that needs to be buried between 244 254 Point Lobos. Estimate 4935 \$750.00 Approved 4/27/23
- 4/20 -4/21/23 Wet check performed.
- 4/20/23 Met with Hoover tech to discuss the well flow meter issues. See Hoover report.
- 4/20/23 Trimmed shrubs outside of the perimeter walls and the townhouse section during maintenance service.
- 4/25/23 West controller screen stopped functioning. We sourced a new screen and are sourcing a new ribbon cable from Hunter as the faceplate has changed from the older version.
- 4/25/23 Completed the battery pack conversion. Notified Insight of the new programing. All the new zones run off the clubhouse pump and are wired into the clubhouse clock. See new map below.
 - Zone 70-inside of the round about
 - Zone 71- outer circle of roundabout
 - Zone 72-right side of entryway
 - Zone 73- front median at south entrance
 - Zone 75- behind right entrance wall





4/26/23 – Met with Denise Grimm to give an overview of the landscaping projects and maintenance for the CDD areas. Delivered the two battery packs for storage and future use.

4/27/23 Trimmed shrubs in the townhouse section during maintenance service. Removed dead shrubs around the club house area.

Upcoming Projects / Activities:

Depending on the weather sod installs will be in May.

Depending on the weather new plants are scheduled for the community pots in May.

Providing a quote for repair or replacing the well at the West pump station.



Maintenance Service Schedule:

Service date for May is on Thursdays.

- Mowing Schedule for May 4th, 11th, 18th, 25th. Subject to change depending on weather.
- Detail schedule May 4th Entrances / Club House, 11th Exterior Perimeter, 18th
 Townhome CDD section, 25th Entrances / Club House Subject to change depending on
 growth.
- Bed Weed Control May 4th, 11th, 18th, 25th Treat areas as necessary.

Montecito – CDD Enhancement Estimates

Irrigation Enhancements

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

Provide a quote for replacing the faceplate and LTE modem for the Club House and East pump stations.

Providing a quote for repair or replace the well at the West Controller.

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. Approved during April Meeting

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. Approved during April Meeting.

Mulch Install:

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

Date Received	Date Schedulded	Date Completed	Address	Category	Notes	Follow up Notes	Item Status	Area
					The irrigation system has not been operating in our area of the townhouses in a couple of weeks. The lawn and bushes are looking very stressed. Can we please get the system checked as soon as possible by	Wet check operation normall		
					Paradise or ProGreen, whichever contractor is supposed to be handling this. The common area surrounding			
20.14	6.4	6.4	726 61	Lada alda a	the pond behind us is also looking exceptionally dry.		Charact	CDD
30-Mar	6-Apr	6-Apr	726 Simeon Dr	Irrigation	Concrete Pipe on CDD area 95- Clemente	Investigated the pipe cannot determine the use or who	Closed	CDD
3-Apr	3-Apr		137 Clemente	Safety / Request		installed it. Recommed removal at a later date	Pending	CDD
					Received an email from Mac about an emergency issue with a possible irrigation issue at the address with the irrigation coming on at the property and the homeowner has an issue with water coming out under their pool patio.	We investigated and determined that the issue was a false alarm as our technican had been inspecting the neighbors system and turned on the system for this property. They noticied the water coming out under the pool deck. He turned their system back off and there was some sand on the pool deck that was left that the homeowner saw and thought the system had turned on over night. We explained the situation to the homeownder and resloved the issue.		CDD
15-Apr	15-Apr	15-Apr	635 Mission Bay	Irrigation			Closed	
20-Apr	20-Apr	20-Apr	749 Monterey Drive	Irrigation	Homeowner reported no irrigation working at her property and neighbors	Inspected and replaced one 6" pop up and 1 nozzled at the address and inspected neighbors and all operational	Closed	CDD
18-Apr	20-Apr	20-Apr	Monterey Dr	Irrigation	Received a report from Insight that the odd section of Monterey was down.	Inspected and corrected a bad wire. Section is back up and operational	Closed	CDD
20-Apr	20-Apr	20-Apr	780 Simeon Drive	Maintenance	Report of debris in the CDD area.	Advised Mac that the crews are out working and the debris would be removed before they finished for the day.	Closed	CDD
·			137 Montecito Drive	Maintenance	Homeowner reported excess Fert left on a sidewalk	Advised Mac that the crews are out working and should have taken care of the issue but will ensure that it is corrected.	Closed	CDD
14-Apr	15-Apr	15-Apr	TO I MOUTECTED DUVE	iviairitellalite	J		Ciosea	

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, April 5, 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 Chair
Ed Henson Vice Chair

Tanja GlynnAssistant SecretaryRichard WellmanAssistant SecretaryEric SmithAssistant Secretary

Also present were:

Howard "Mac" McGaffney District Manager Michael Pawelczyk District Counsel

Dan Fagen (via Zoom)

Lea Stokes

Denise Grimm

Vesta Property Services

Vesta Property Services

Vesta Property Services

Vesta Property Services

ProGreen Services, LLC

Mr. James Coverall

Residents

The following is a summary of the discussions and actions taken at the April 5, 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 9:30 a.m. and called the roll. All Supervisors were present.

• Vesta Update (*Item 5D*)

Ms. Lea Stokes, Regional Vice President for Vesta Property Services (Vesta) introduced the new General Manager, Ms. Denisse Grimm, who would be starting on April 17th. Mr. McGaffney stated that the agreement with Vesta was being executed and reviewed by Counsel. In

response to Ms. LeCesne's question, Ms. Stokes confirmed that she and Mr. Fagen would be training Ms. Grimm onsite. Ms. Lisa Caden was hired as Facility Attendant and would also be starting on April 17th. Mr. McGaffney would work with the Chair on overseeing the trainings, but it would take six months for a full transition.

SECOND ORDER OF BUSINESS

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

Mr. James Bourdeau of 137 Clemente Drive requested that the minutes for the CDD be posted timely and that there be workshop minutes. Mr. Mark Di Pasquale of 134 Redondo Drive stated that landscaping beds have not been maintained by the CDD since 2018, the grass needed to be replaced and there were dead palms. Mr. McGaffney pointed out that landscaping on private property was previously maintained by Paradise and ProGreen Services, LLC (ProGreen). ProGreen started maintaining the CDD landscaping two months ago. Mr. Di Pasquale questioned who monitored ProGreen. Mr. McGaffney confirmed that Ms. Grimm would be overseeing the landscaping on a daily basis. Resident Betsy Vincent of Redondo Drive submitted tickets for issues at the pool area, especially with the Fitness Center and emergency doors and that The Vue was going to be doing some landscaping and requested that staff monitor the sidewalk to ensure that it was free of dirt. Mr. McGaffney stated they would be looking at the doors after the meeting as Ms. LeCesne reported that the Fitness Center door was not closing properly. Staff was observing the construction of The Vue.

THIRD ORDER OF BUSINESS

Landscape and Irrigation Reports

A. ProGreen

Mr. McGaffney presented the Landscaping and Irrigation Reports from ProGreen, which were included in the agenda package. Mr. Rusty Kahoe of ProGreen reported that in March, nutrients were added to the trees at the Clubhouse and turf areas, palms were trimmed at the front entrance and a mainline break was repaired at the northeast corner. A full recommendation had not yet been made on the rewiring, because they wanted to complete the mapping of the irrigation system, which was scheduled for April 18th and 19th. A Bismarck Palm tree on the left side of the Clubhouse was removed and three truckloads of debris and material were hauled away. Replacing the foliage along the back pond was approved, but they were waiting for the weather to improve. Recommendations were made for sod replacements and enhancements for upcoming months.

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Mr. Wellman recalled providing a list of all places where sod replacements were needed. Mr. Kahoe would confirm if his list matched Mr. Wellman's. Some of the larger sod areas were being treated before being replaced, to see if they would recover, such as an area by the townhomes, which had a large number of weeds. The only areas that were not completed were the verge areas and single-family homes, which were going to be fertilized in April. Mr. Wellman noted an area that was missed and requested that debris be removed after each trimming. Mr. Kahoe corrected the missed area yesterday, but clarification was needed for some areas regarding ownership and as these areas were clarified, they would address them. Mr. Wellman felt that ProGreen was mowing too short as the specification was 4 inches, but many places were less than 2 inches. Mr. Kahoe believed that this was because they were using a combination of 60 inch and 36-inch mowers. Mr. Henson thanked Mr. Kahoe for his positive attitude and noticed typos with some of the addresses for sod replacements such as 728 Montecito, which was an invalid address. Ms. Glynn believed this was 418 Montecito. Mr. Henson noted areas of chemical over-spraying and requested that chemicals only be used along fence lines. Mr. Kahoe explained when they sprayed the pavers and beds, some of the chemical got into the turf and in the future, they would be more careful. Ms. LeCesne noted ProGreen had only been in the community for 60 days and felt that they were professional and had a stellar business plan.

Mr. Kahoe stated that a proposal for the battery pack for the irrigation system would be presented later in the meeting. They believe that they can tie the battery pack system into the controller for the Clubhouse to get it back in line. Mr. Henson recalled that the District purchased battery packs in the past, but questioned who owned them. Mr. McGaffney pointed out the District owned anything it purchased. Mr. Kahoe reported that were monitoring the lake levels, but due to the drought, the wells had to be turned on. They were currently on a three-day watering schedule but may need to drop back to two days because of the amount of water being pulled out of the ponds. They were working with Insight to monitor that.

B. Designation of CDD Property Mowing Areas

Mr. McGaffney recommended entering into a Memorandum of Understanding (MOU) with the single-family and townhome HOAs to handle areas of ownership and would work with the District Engineer to create a landscape maintenance map. Mr. Pawelczyk felt that the map was a good idea as the CDD could not maintain anything on private property and suggested that the District Engineer prepare a color map that could be updated on a regular basis. Ms. Glynn asked

if the Townhome HOA ever considered changing from Paradise to ProGreen so there would be one landscape contractor. Ms. LeCesne recalled that Paradise's contract with the Townhome HOA was supposed to end but was extended to December, 2023. Mr. Henson noted an issue with the HOA not trimming Palms over 10 feet high and the CDD trimming at any height. Mr. McGaffney planned to speak with the HOAs and come back to the Board.

On MOTION by Ms. LeCesne seconded by Ms. Glynn with all in favor authorizing the District Manager to enter into a Memorandum of Understanding with the single-family and townhome HOAs to handle areas of ownership and work with the District Engineer to create a landscape maintenance map was approved.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the January 25, 2023 and February 27, 2023, Board of Supervisors Meetings

Mr. McGaffney presented the minutes of the January 23 and February 27, 2023 Meetings, which were included in the agenda package. In the February 27th meeting minutes, Mr. Henson requested that, "Over \$15,000 for emergency repairs" be changed to, "Up to \$15,000 for emergency repairs."

B. Balance Sheet and Income Statement

Mr. McGaffney presented the Unaudited Financial Statements through February 28, 2023, which were included in the agenda package for informational purposes. The District was doing well and would be under budget for remainder of the year.

C. Assessment Receipts Schedule

Mr. McGaffney presented the Special Assessment Receipt Schedule for Fiscal Year 2023, which was included in the agenda package.

D. Check Register

Mr. McGaffney presented the Check Register from February 1, 2023 through February 28, 2023 in the amount of \$24,083.34, which was included in the agenda package.

On MOTION by Ms. Glynn seconded by Mr. Smith with all in favor the consent agenda items as stated above with the revisions to the minutes were approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. McGaffney stated that the District Engineer, Mr. Robert Robb was onsite earlier today, inspecting the wells with Mr. Kahoe. The last reporting requirement for compliance with the permit was filed in January. They were allowed to use 108,000 gallons of water per day. Since there was no response to the last Request for Qualifications (RFQ), Mr. Robb was currently serving as Interim District Engineer. They were interested in bidding on the RFQ. Mr. McGaffney was familiar with some engineers in this area and would ask them to respond to the RFQ.

C. District Manager

Mr. McGaffney reported that he and Chair received numerous alarms at different times from Sonitrol when residents were accessing the Amenity Center and recommended having a key log or obtaining proposals for re-keying the facilities with non-duplicable keys. Mr. Henson requested that staff look into other door mechanisms as many times doors were ajar. *After further discussion there was Board consensus for the District Manager to obtain the proposals*.

D. Vesta Update

This item was discussed.

SIXTH ORDER OF BUSINESS

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

Mr. McGaffney presented Resolution 2023-06, which was included in the agenda package, providing spending authority to the District and Amenity Managers as well as the authorization to execute agreements and purchase orders. The spending authority for the Amenity Manager would be up to \$5,000 for repairs, but not for the purchase of capital items. The District Manager would have spending authority up to \$15,000 and anything over \$15,000 for critical or emergency situations, such as for the removal of fallen trees during a storm, would be coordinated between the District Manager and the Chair. Under Section 2F, the Amenity Manager would obtain three

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proposals, unless the amount was \$1,500 or less. Mr. Pawelczyk noted if they did not get three proposals, the District Manager could waive this requirement and allow the Amenity Manager to proceed.

Mr. Henson asked if there would be checks and balances. Mr. McGaffney offered to update the Board when any major work needed to be completed. Mr. Pawelczyk pointed out that this resolution did not give Mr. McGaffney the authority to undertake new projects or for policy decisions g. Mr. Henson voiced concern that it would be abused and recommended that a call be placed to the Chair for any expenditures. Ms. LeCesne appreciated Mr. Henson's concerns, but the resolution stated, "In the event of an emergency as determined by the District Manager and the need for critical and emergency repairs, purchases on behalf of the District, the District Manager shall have the authority to expend over \$15,000 with the written approval of the Board Chair." Mr. Pawelczyk proposed including on each agenda, "Agreements entered into under Resolution 2023-06 for ratification." Mr. Henson did not have a problem giving Mr. McGaffney the authority to spend up to \$15,000, but preferred that Chair sign off on it. Ms. LeCesne suggested that Mr. McGaffney send an email to the five Board Members for any expenditures \$5,000 to \$15,000. Mr. Pawelczyk preferred that Mr. McGaffney confer with the Chair for any expenditures \$5,000 to \$15,000, due to the Sunshine law. Mr. McGaffney proposed adding to the resolution that the District Manager would notify the Board any expenditures above \$5,000. Mr. Wellman approved of the resolution as presented. Mr. Smith agreed because hurricane season was in two months.

Mr. Smith MOVED to adopt 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 and Mr. Wellman seconded the motion.

Ms. Glynn had no issues with the resolution as it provided for full disclosure and any expenditures would be presented to the Board at the following Board Meeting. If there was an issue, they could terminate the resolution.

On VOICE VOTE with all in favor 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 was adopted.

Mr. McGaffney appreciated the trust that the Board had in him. At Mr. Pawelczyk's request, Mr. McGaffney would place under the consent agenda on every agenda, "Agreements entered into under Resolution 2023-06 for ratification" and highlight these items on the Check Register.

ii. Resolution 2023-07 Authorizing Use of Electronic Documents and Signatures

Mr. McGaffney presented Resolution 2023-07, which was included in the agenda package. Mr. Pawelczyk explained that it allows the Chair/Vice Chair to sign documents, electronically, on behalf of the District.

On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor Resolution 2023-07 Authorizing Use of Electronic Documents and Signatures was adopted.

iii. Request Authorization to Issue RFQ for Professional Engineering Services

Mr. McGaffney presented an RFQ for Engineering Services as the interim agreement did not satisfy the statutory requirements to engage a District Engineer. It was a basic RFQ that was used for other Districts.

On MOTION by Ms. Glynn seconded by Mr. Smith with all in favor the Request for Qualifications for Professional Engineering Services and authorization for the District Manager to notice the same was approved.

iv. ProGreen Enhancement Proposals

- 1. Mulch Installation Option 1: \$19,500, Option 2: \$14,950
- 2. Rock Installation \$142,500

Mr. McGaffney explained that there were two mulch options because the community had not been mulched in some time and needed more mulch than necessary; however, there was a request from a Supervisor to install rocks instead of mulch. The \$142,500 proposal for rocks was for the purpose of long-term planning and not to have \$142,500 worth of rocks. Mr. Kahoe confirmed that the \$14,950 option was mulch was for 230 cubic yards, which was in the contract, but when they did a survey, 300 cubic yards was needed, which cost \$19,500. The rock proposal could be broken out into sections and he could provide an updated proposal for the Clubhouse. Ms. LeCesne requested the proposal for rocks because mulch needed to be constantly replaced;

however, the proposal was for river rocks, which were used for indoor planters. Mr. Henson preferred red crimson rock. Ms. LeCesne requested renderings. Mr. McGaffney suggested purchasing bags of three different rocks and bringing to the next meeting. Mr. Smith invited the Board to his house as he had different types of rocks in his beds.

Ms. Rosalyn Wilson 768 Monterey Drive urged the Board to do something as residents were paying for the community to look good, but did not want rocks around flowers. Mr. Kahoe recommended trimming the trees before mulching. Mr. McGaffney stated that the trees would be trimmed in April and recommended that the Board look at the rocks and provide their preferences to him so that he could provide revised proposals at the May meeting. Mr. James Bourdeau of 137 Clemente Drive recalled that the last time mulch was applied was a year-and-a-half ago. Mr. McGaffney would come back to the Board at the May meeting with a proposal on how to fund these items this year. Ms. Glynn preferred to phase it out and identify areas that would have mulch. After further discussion, there was Board consensus to table the mulch and rock proposals, review different rock styles and sizes at Mr. Smith's house and forward comments to the District Manager.

- 3. Lake Edge Plant Material Installation at Playground \$1,485
- 4. Valve and Valve Boxes Repair at 418 Montecito West Side \$850

Mr. McGaffney approved these items as part of his spending authority.

5. Sod Replacement Behind 418 Montecito – \$2,375

Mr. McGaffney recommended that the Board no longer pursue the terms of the demand letter sent to the owner of 418 Montecito as the property owner purchased the sod and would install it, direct Mr. Kahoe to contact the property owner to review their Sod Installation Plan and report back to the Board with an update at the May meeting. Mr. Henson asked if this area was owned by the CDD as he had an issue with the District allowing a vendor to perform this work. Mr. McGaffney would get clarification on whether this was CDD property; however, any oversight would be provided by ProGreen. Mr. Pawelczyk recommended that the District reserve their rights under the demand letter until the sod was replaced.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor authorizing the District Manager and ProGreen to engage with the property owner about the sod replacement was approved.

Ms. Rosalyn Wilson questioned who was responsible for any sod replacements due to the irrigation breaks as no one wanted to take responsibility. Mr. McGaffney would update the Board later in the meeting.

6. Battery Pack Removal from Existing Valves/New Wire Conduit Installation – \$8,750

Mr. Kahoe stated that this proposal was for the removal of battery packs from the controller behind the Clubhouse, which was discussed earlier in the meeting. Mr. McGaffney recommended paying for this item from the *Capital Reserve Fund*, which had \$103,000. Ms. LeCesne asked if the work was warrantied. Mr. Kahoe confirmed that there was a one-year warranty. Mr. Wellman questioned what they were going to do with the battery packs. Mr. Kahoe stated that the Board needed to decide whether to have the battery packs as a backup, but they needed to be stored. Mr. McGaffney requested the total number of battery packs for the next meeting. Mr. Henson recalled that the battery packs were a temporary tool in order to correct the irrigation and if it was only used for a couple of days, it should not be thrown away. Mr. Kahoe recommended holding onto them, if they were in good condition. Mr. McGaffney would provide a resolution for disposing of surplus property at the next meeting.

7. Plant Replacement in 16 Potters – \$2,800

Mr. Kahoe recommended tabling this item until after the drought. Some pots had nice foliage, which he would try to save. Mr. McGaffney recalled that this item was addressed at the budget workshop as part of the beautification.

• Battery Pack Removal from Existing Valves/New Wire Conduit Installation – \$8,750 (Item 6Aiv6)

On MOTION by Mr. Smith seconded by Mr. Wellman with all in favor the proposal from ProGreen for battery pack removal from existing valves/new wire conduit installation in not-to-exceed amount of \$8,750 was approved.

Mr. Wellman MOVED to approve the proposal from ProGreen for plant replacement in 16 potters in a not-to-exceed amount of \$2,800 and Ms. Glynn seconded the motion.

Mr. Henson asked if the soil would be restored. Mr. Kahoe would look at the existing soil and add some nutrients if necessary. In his opinion, \$2,800 was on the high side and could be less.

On VOICE VOTE with all in favor the proposal from ProGreen for plant replacement in 16 potters in a not-to-exceed amount of \$2,800 was approved.

• Removal and Replacement of Turf Throughout Property – \$16,200 (Item 6Aiv8)

Mr. McGaffney stated that the turf would not be replaced until the June to August timeframe. There were discussions with District Counsel and the insurance company to address sod concerns with three properties due to a mainline break with the irrigation system, which caused some sod in the District to decline or die in certain areas. The insurance company determined that the District was not at fault; however, due to Mr. McGaffney's partnership with them and the desire to do what was best for the District, they were willing to pay for replacement sod in three single-family locations in a not-to-exceed amount of \$12,000. Once the sod was installed, each property owner was required to sign an agreement accepting the offer and releasing the District from any other liability. It would then be the HOA's responsibility to ensure that the sod was watered.

Ms. LeCesne appreciated Mr. McGaffney's due diligence and questioned how they could prevent other homeowners from making the same requests for sod replacements. Mr. McGaffney pointed out that there was the potential for the Board to receive additional requests and the only other option was for the Board to do nothing, but this was an unfortunate event, which was not at the fault of the District. Mr. Henson recalled that this was not their first issue with the irrigation and replacing sod and appreciated Mr. McGaffney's effort in approaching the insurance company. Ms. LeCesne felt that they needed a better irrigation system that functioned properly and in order to do so, assessments must increase. Mr. Henson felt that the CDD Board always responded to every irrigation issue that was addressed by residents and the Board reacted in a positive way, spending \$150,000 on pump stations and replacing the two-wire system throughout the community. In his opinion, the District should not be expected to pay for sod for an unfortunate event that was not at the fault of the District. Ms. LeCesne agreed and felt that the Board needed to be diligent so they were never in this position again by establishing policies, educating, being more transparent to residents and being accountable.

Ms. LeCesne MOVED to accept the District's insurance carrier's offer to pay for the sod replacement in three single-family locations in a not-to-exceed amount of \$12,000, finding no fault of the District or obligation of liability and authorization for ProGreen to work with the individual property owners and Ms. Glynn seconded the motion.

Mr. Wellman felt that transparency and communication were key to the residents of the community. Ms. Rosalyn Wilson, 768 Monterey Drive, agreed that it was not the CDD's responsibility, but there was confusion over who owned the irrigation system, as responsibility was passed back and forth between the HOA and CDD. Mr. Pawelczyk reminded the Board this was a one-time situation based on a unique set of facts that occurred and, in his opinion, this was a good option. Mr. Smith noted that the proposal was for \$16,000. Mr. McGaffney explained that \$16,000 was for the entire property and \$12,000 was for the three properties.

On VOICE VOTE with all in favor acceptance of the District's insurance carrier's offer to pay for the sod replacement in three single-family locations in a not-to-exceed amount of \$12,000, finding no fault of the District or obligation of liability and authorization for ProGreen to work with the individual property owners was approved.

Mr. McGaffney requested that the Board approve the remaining \$4,000 in turf replacements.

Ms. LeCesne MOVED to approve the proposal from ProGreen for the removal and replacement of turf throughout the property in the amount of \$4,000 and Mr. Smith seconded the motion.

Mr. Henson questioned the location of the turf replacements. Mr. McGaffney noted they were listed in the proposal and would confirm that the addresses were correct.

On VOICE VOTE with all in favor the proposal from ProGreen for the removal and replacement of turf throughout the property in the amount of \$4,000 was approved.

v. Luke's Handyman and Window Cleaning – Removal & Replacement of Gates - \$8,550

Mr. McGaffney presented a proposal from Luke's Handyman and Window Cleaning for removal and replacement of the pedestrian gates with a powder coated aluminum gate with a self-latching system in the amount of \$8,550 as they were pulling away from the stucco, due to wear and tear. He also requested that the Board approve a not-to-exceed amount for a kick plate for bicycles, which was requested. Ms. Glynn felt that the price was reasonable for six gates but did not want to remove the gates unless it had serious issues. Ms. LeCesne preferred a bollard to stop golf carts and vehicles from going through the pedestrian gate, which was \$2,000 and would come back to the Board with bollard options. Mr. Wellman was not in favor of the proposal because the gates had non-standard openings and must be modified, disposal of the gates was not included in the quote and felt that they spent enough money repairing the gates. Mr. Henson asked if they could use hydraulics from the current gates for the new gates. Mr. McGaffney explained with the way that the gates were manufactured, it would not work.

Ms. Glynn MOVED to approve the proposal from Luke's Handyman and Window Cleaning for removal and replacement of the gates in the amount of \$8,550 and Mr. Smith seconded the motion.

A resident who lived near the gates witnessed kids ramming their bicycles into the gates and felt that they would not last long. Ms. Betsy Vincent of Redondo Drive felt that the gates were necessary. Mr. Henson would not approve the motion unless there was a not-to-exceed amount of \$10,000 for the kick plate.

On VOICE VOTE with Ms. Glynn and Mr. Smith in favor and Mr. Wellman, Mr. Henson and Ms. LeCesne dissenting, the proposal from Luke's Handyman and Window Cleaning for removal and replacement of the gates in the amount of \$8,550 was not approved. (Motion Failed 2-3)

Mr. McGaffney would obtain a revised proposal for a different style of gate, include a kick plate and a bollard and provide to the Board at the May meeting. Mr. Henson believed that this motion failed because they did not have all of the information and prior discussion of this matter. Mr. McGaffney suggested that Mr. Henson work with District staff since he originally referred the vendor and the issue with the gates to Mr. McGaffney's attention.

vi. Hoover Pumping Systems Proposal for Filter Replacement on Existing System (Site 8563) - \$19,905.65

Mr. McGaffney presented a proposal from Hoover Pumping Systems Proposal to replace the stainless-steel filter on the existing system in the amount of \$19,905.65. According to another vendor, this was a good price and what was necessary to address flow issues. Mr. Henson recalled that there was a disc filter cleaning. Mr. McGaffney stated it was not part of this proposal but was supposed to be done periodically and could be included. Ms. LeCesne asked if it was under warranty. Mr. McGaffney believed there was a one-year labor and five-year parts warranty. Ms. Glynn felt that they have no choice. Mr. Pawelczyk recalled that they were holding the original price of the filter system installation from 2018 and there was an extended five-year warranty on the system. Ms. Glynn requested that there be communication with residents when the replacement occurs. Mr. Wellman noted that it was not a small job.

On MOTION by Ms. LeCesne seconded by Mr. Henson with all in favor the proposal from Hoover Pumping Systems for filter replacement on the existing system in a not-to-exceed amount of \$19,905.65 was approved.

vii. AMTEC Proposal for Arbitrage Rebate Calculation Report Presentation – Series 2022 Bonds

Mr. McGaffney presented a proposal from AMTEC for an Arbitrage Rebate Calculation Report for the Series 2022 Bonds in the amount of \$450. This was an ongoing requirement under the Trust Indenture to ensure that the District did not make more money than the interest or coupon rate of the bonds.

On MOTION by Ms. Glynn seconded by Mr. Wellman with all in favor the proposal from AMTEC for Arbitrage Rebate Calculation Report Presentation for the Series 2022 Bonds in the amount of \$450 was approved.

viii. Third Amendment to Agreement for District Management Services with GMS-CF, LLC

Mr. McGaffney presented the Third Amendment to the Agreement for District Management Services with GMS-CF, LLC. (GMS), to have Mr. McGaffney serve as District Manager and remove field operations. Mr. Henson recalled that GMS had a major increase last year and assumed that they wanted a 6% increase each year. Mr. McGaffney pointed out that all vendors requested Consumer Price Index (CPI) adjustments.

On MOTION by Mr. Smith seconded by Ms. LeCesne with all in favor the Third Amendment to Agreement for District Management Services with GMS-CF, LLC was approved.

• Consideration of Revised Janitorial Agreement with Coverall (Added)

Mr. McGaffney requested that the Board amend the agenda to consider a revised agreement with Coverall for janitorial services.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor amending the agenda to include the consideration of a revised Janitorial Agreement with Coverall was approved.

Mr. McGaffney reported during negotiation of the contract there was some misunderstanding. The intention was for the District to pay for all chemicals, but Mr. James from Coverall clarified that chemicals were not included and there was supposed to be an additional work authorization. However, Mr. James proposed cleaning the windows every three months and hand scrubbing the cushions twice per year, which was recommended. Mr. McGaffney recommended monthly cleaning of the cushions March through September and quarterly thereafter. Mr. Fagen offered to work with the vendor and provide a plan at the May meeting. Mr. McGaffney requested that the Board approve the amendment for general cleaning on Monday, Wednesday and Friday for \$650 per month, including chemicals with the exception of the windows and cushions, which would be separate work authorizations. Mr. Henson asked if the exterior of the windows were cleaned. Mr. James confirmed that the contract included clearing spiderwebs, dust and dirt from the front of the windows as needed for \$210. Mr. McGaffney would include cleaning the windows as needed four times per year in the budget.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor amending the Janitorial Agreement with Coverall in the amount of \$650 per month for general cleaning and a work authorization for window cleaning as needed in the amount of \$210 was approved.

B. Discussion Items

i. Code of Conduct

Ms. LeCesne requested that this item be tabled.

ii. HOA Request for Facility Use Agreement

Mr. McGaffney received a request from the Townhome HOA Social Committee for a meet and greet; however, they needed to confirm if alcohol was part of the event or it was, "Bring your own alcohol." Resident Betsy Vincent of Redondo Drive, an assistant on the Townhome HOA Social Committee, requested that the Board waive the room rental fee and security deposit, but questioned whether they must get their own insurance. Ms. Glynn stated if they were serving alcohol, they must have insurance. Mr. Fagen offered to work with Ms. Vincent.

Ms. LeCesne MOVED to approve the HOA Request for Facility Use Agreement, waiving the rental and security deposit fee, contingent upon confirmation that alcohol was part of the event and Mr. Smith seconded the motion.

Mr. Henson agreed that alcohol was a big concern as far as liability, but voiced concern about broken chairs. Mr. Pawelczyk confirmed that the renter was responsible for any damages.

On VOICE VOTE with all in favor the HOA Request for Facility Use Agreement, waiving the rental and security deposit fee, contingent upon confirmation that alcohol was part of the event approved.

iii. Amenity Center Hours and Security

Mr. McGaffney asked if the Board wanted to amend the amenity hours, due to residents accessing the Amenity Center after hours. Ms. LeCesne pointed out that the issue was residents sitting on the pool deck after hours, causing the alarm to go off, as the Clubhouse being open until 10:00 p.m., the Fitness Center was open until Midnight and pool deck was closed at dawn. Mr. McGaffney stated other than hiring security officers, there was not much that they could do. Mr. Smith proposed closing the Fitness Center at 10:00 p.m. to coincide with the Clubhouse. Mr. McGaffney offered to work with the Chair on some recommendations and bring back to the Board at a future meeting.

iv. Review of Fiscal Year 2024 Proposed Budget – Draft Only

Mr. McGaffney noted a large increase in the Proposed Budget for Fiscal Year 2024, due to the \$60,000 settlement for The Vue ending in 2023, increases for maintenance of the fountains, ponds and property insurance and seven days per week coverage at the Amenity Center, resulting in an increase in assessments of \$284.63 per year for single-family and \$213.47 for townhomes.

The Proposed Budget would be presented at the May meeting. Ms. LeCesne pointed out that operation and maintenance (O&M) did not include capital improvement projects and always needed to be increased for inflation. Mr. McGaffney confirmed that O&M increased 12% for this year, but the total assessment increase was only 8%.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Audience Comments

Mr. Mark Di Pasquale of 134 Redondo Drive questioned the hours of the new Amenity and Facility Managers. Mr. McGaffney believed that it was 8:00 a.m. to 5:00 p.m., five days per week, but would confirm. Ms. Rosalyn Wilson of 768 Monterey Drive questioned why the fountain light behind Montecito was not working. Mr. McGaffney would investigate. Ms. Betsy Vincent of Redondo Drive provided an e-blast that the HOA would send to residents stating that no signs would be allowed on CDD property throughout the community.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – May 3, 2023 at 9:30 AM at the Montecito Beach Club

The next meeting was scheduled for May 3, 2023 at 9:30 a.m. at this location.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

	<u> </u>
Secretary/Assistant Secretary	Chair/Vice Chair

SECTION B

Montecito Community Development District **Unaudited Financial Reporting** March 31, 2023



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Montecito Community Development District Combined Balance Sheet March 31, 2023

		General Fund	De	bt Service Fund	Сар	ital Project Fund	Capital Reserve Fund		Totals Governmental Funds	
Annah		7 4774		1 Unu		Tunu		runa	ODVE	mnenem i ma
Assets: Cash:										
	4	100 510					u.			
Operating Account	\$	428,742	\$	-	\$	=	\$	2.50	\$	428,742
Capital Reserve Account	\$	-	\$	-	\$	*	\$	296,411	\$	296,41
Roadway Reserve Account	\$	1.9	\$	-	\$	*	\$	149,746	\$	149,74
Investments:	_									
Money Market - Suntrust	\$	29,173	\$	-	\$	2	\$	3.50	\$	29,17
Series 2006A										
Reserve	\$	-	\$	4	\$		\$		\$	•
Revenue	\$	-	\$	3	\$		\$		\$;
Construction	\$	-	\$	-	\$	14,152	\$	-	\$	14,15
Series 2022										
Reserve	\$	-	\$	32,159	\$	*	\$	367	\$	32,15
Revenue	\$	-	\$	315,619	\$		\$	300	\$	315,61
Interest	\$	-	\$	366	\$		\$		\$	36
Prepayment	\$	-	\$	10,284	\$	2	\$	30	\$	10,28
Due from General Fund	\$	-	\$	7,564	\$		\$		\$	7,56
Prepaid Expenses	\$	566	\$.183	\$	-	\$	2,901	\$	56
Deposits	\$	4,541	\$		\$		\$	139	\$	4,54
Total Assets	5	463,021	\$	365,999	\$	14,152	\$	446,157	\$	1,289,32
Liabilities:										
Accounts Payable	\$	7,050	\$	•	\$	2	\$	-	\$	7,05
Due to Debt Service	\$	7,564	\$	•	\$	*	\$	-	\$	7,56
Total Liabilites	\$	14,614	\$	The second	\$		\$	(e)	\$	14,61
Fund Balance:										
Assigned for:										
Capital Reserves	\$		\$		\$	-	\$	446,157	\$	446,15
Vonspendable:	Ψ	100	Ψ	-	Ψ		*	440,137	4	440,13
Deposits and Prepaid Items	\$	5,107	\$		\$		\$		\$	5,10
Restricted for:	Ψ	3,107	φ.	•	φ		Ф	-	٦	3,10
Debt Service - Series 2022	\$		\$	365,999	\$		\$	_	٠	365,99
	\$	-				14157		-	\$	
Capital Projects - Series 2022	\$	442 201	\$	5 * =	\$	14,152	\$	-	\$	14,15
Jnassigned	Þ	443,301	\$		\$	*	\$	-	\$	443,30
Cotal Fund Balances	\$	448,408	\$	365,999	\$	14,152	\$	446,157	\$	1,274,71

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted		rorated Budget	Actual		
	-	Badget	-7	hru 03/31/23	hru 03/31/23		Variance
Revenues:							
Assessments	\$	863,748	\$	840,838	\$ 840,838	\$	
Interest Income	\$	2	\$	-	\$ 1	\$	
Gate & Amenity Access Income	\$	*	\$	*	\$ 365	\$	365
Miscellan eous Income	\$	2	\$	2	\$ 2,365	\$	2,36
Total Revenues	\$	863,748	\$	840,838	\$ 843,569	\$	2,73
Expenditures;							
General & Administrative;							
Supervisor Fees	\$	7,800	\$	5,000	\$ 5,000	\$	
District Engineer	\$	30,000	\$	15,000	\$ 220	\$	14,78
District Counsel	\$	30,000	\$	15,000	\$ 26,680	\$	(11,68
District Management	\$	55,000	\$	27,500	\$ 27,500	\$	•
Disclosure Report	\$	1,500	\$		\$ *0	\$	
Assessment Roll	\$	5,000	\$	5,000	\$ 5,000	\$	
Information Technology	\$	1,800	\$	900	\$ 900	\$	
Website Maintenance	\$	1,200	\$	600	\$ 1,600	\$	(1,00
Auditing Services	\$	5.000	\$	+:	\$ 4)	\$	(-7
Arbitrage Rebate Calculation	\$	500	\$	-	\$	\$	
Frustee Fees	\$	3,500	\$		\$ _	\$	
Public Officials/General Liability Insurance	\$	19,102	\$	19,102	\$ 16.555	\$	2,54
Legal Advertising	\$	2,000	\$	1,000	\$ 1.030	\$	(3
Dues, Licenses, & Subscriptions	\$	175	\$	175	\$ 175	\$	c)
Property Appraiser	\$	250	\$	250	\$ 211	\$	4
Reimbursable Expenses	\$	1,200	\$	600	\$ 886	\$	(28
Contingency	\$	2,400	\$	1,200	\$ 897	\$	30
ubtotal General & Administrative	5	166,427	ş	91,327	\$ 86,653	5	4,67
Operations & Maintenance:							30.00.00.00
Field Management							
Amenity and Field Management Contract	\$	92,480	\$	46,240	\$ 22,122	\$	24,11
Property Insurance	\$	36,419	\$	36,419	\$ 34,078	\$	2,34
ADP Fees	\$		\$		\$ 274	\$	(27
Subtotal Field Management	\$	128,899	\$	82,659	\$ 56,474	Š	26,18
Amenity Center Operations							
Repairs & Maintenance (Non-HVAC)	\$	12,000	\$	6,000	\$ 1,898	\$	4,10
HVAC Repairs & Maintenance	\$	2,000	\$	1,000	\$ 42	\$	1,00
Office Supplies	\$	1,500	\$	750	\$ 816	\$	(6
anitorial Supplies	\$	1,850	\$	925	\$	\$	92
anitorial Services	\$	8,241	\$	4,121	\$ 3,040	\$	1,08
Pest Control & Termite Bond	\$	1,203	\$	601	\$ 240	\$	36
itness Equipment Repairs & Maintenance	\$	3,000	\$	1,500	\$ 225	\$	1,27
Playground Repairs & Maintenance	\$	1,000	\$	500	\$ -	\$	50
· F · · · · · · · · · · · · · · · · · ·							
Pool Service Repairs & Maintenance	\$	15,000	\$	7,500	\$ 6,748	\$	75

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	P	rorated Budget	H	Actual	B	-
		Budget		hru 03/31/23	-3	heu 03/31/23		Vigrianice
rrigation		25.000		40.500		4		
rrigation Repairs & Maintenance	\$	25,000	\$	12,500	\$	16,944	\$	(4,44
rrigation Monitoring	\$	6,287	\$	3,144	\$	3,144	\$	(
Hoover Pumps Repairs & Maintenance	\$	17,500	\$	8,750	\$	8,395	\$	35
ubtotal Irrigation	5	48,787	\$	24,394	\$	28,483	\$	(4,08
akes & Fountains								
Aquatic Maintenance	\$	5,733	s	2,867	\$	5,850	\$	(2.98
Fountain Service Repairs & Maintenance	\$	9,000	\$	4,500	S	10,737	\$	(6,23
ubtotal Lakes & Fountains	5	14,733	\$	7,367	S	16,587	\$	(9,22
3. 7. Add 1-100			-					
andscaping								
andscaping Contracted Services	\$	80,375	\$	40,187	\$	38,568	\$	1,62
Additional Landscaping Repairs & Maintenance	\$	15,000	\$	7,500	\$	4	\$	7,50
Intrance Pot Plant Replacement	\$	2,400	\$	1,200	\$	1,856	\$	(65
Mulch	\$	12,334	\$	6,167	\$	-	\$	6,16
Palm Tree Maintenance	\$	14,000	\$	7,000	\$	*2	\$	7,00
Dak Tree Maintenance	\$	6,500	\$	3,250	\$	7/	\$	3,25
ubtotal Landscaping	\$	130,608	\$	65,304	\$	40,424	\$	24,88
ommon Areas, Right of Ways & Perimeter Walls								
treet Light Repairs & Maintenance	\$	9,000	\$	4.500	\$	1,587	\$	2.91
Intrance Vehicular Gates Repairs & Maintenance	\$	5,500	\$	2,750	\$	8,571	\$	(5,82
Pedestrian Entry Gates & Walls Maintenance	\$	8,000	\$		\$		\$	
•		-		4,000		4,142		(14
common Area Repairs & Maintenance	\$	12,000	\$	6,000	\$	1,943	\$	4,05
idewalk Cleaning	S	8,000	\$	17350	\$	16242	\$	1.00
ubtotal Common Areas, Right of Ways & Perimeter Walls	2	42,500	<u> </u>	17,250	3	16,243	2	1,00
ecurity Monitoring Services								
ire Detection Services	\$	2,252	\$	1,126	\$	1,072	\$	5
Access Control Services	\$	2,702	\$	1,351	\$	1,287	\$	6
ntrusion Services	\$	1.649	\$	824	\$	785	\$	3
Security Monitoring Repairs & Maintenance	\$	2,500	\$	1,250	\$	478	\$	77
ubtotal Security Monitoring Services	5	9,102	\$	4,551	\$	3,622	\$	92
		Articl community				(Constant		
Itilities								
Electric Services	\$	47,300	\$	23,650	\$	20,832	\$	2,81
Celephone, Fax & Internet	\$	3,300	\$	1,650	\$	1,871	\$	(22
Vater & Sewer Services	\$	4,000	\$	2,000	\$	838	\$	1,16
Cate Kiosk Internet Services	\$	2,850	\$	1,425	\$	1,170	\$	25
ubtotal Utilities	5	57,450	\$	28,725	5	24,711	\$	4,01
Other								
Contingency/Miscellaneous Expense	S	7,500	\$	3,750	\$	3,357	\$	39
ubtotal Other	s	7,500	S	3,750	S	3,357	S	39
	_	1,000		0,700	-	0,007		-
otal Expenditures	\$	651,801	\$	348,223	\$	289,519	\$	58,70
Excess (Deficiency) of Revenues over Expenditures	\$	211,947	1	A STATE	S	554,050		
ther Financing Uses:								
isaster Reserve Transfer Out	\$	25,000	\$	25,000	\$	25,000	\$	
apital Reserve Transfer Out	\$	136,947	\$	136,947	\$	136,947	\$	
Roadway Reserve Transfer Out	\$	50,000	\$	50,000	\$	50,000	\$	
			_		_			
otal Other Financing Uses	\$	211,947	\$	211,947	\$	211,947	\$	
et Change in Fund Balance	S				5	342,103		
und Balance - Beginning	\$				S	106,305	76	
and parante - peginning	9				3	100,303		
und Balance - Ending	\$				\$	448,408		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Prorated Budget			Actual	775	Solitor
		Budget	The	03/31/23	The	и 03/31/23	V	aniance
Revenues								
Interest	\$	-	\$	-	\$	-	\$,
Total Revenues	\$	HTTP:	\$	Ball 📳	\$		\$	
Expenditures:								
Contingency	\$	456	\$	228	\$	228	\$	-
Capital Outlay - Landscaping	\$	11,000	\$	-	\$	-	\$	-
Capital Outlay - Amenity Center	\$	59,300	\$	-	\$	-	\$	-
Capital Outlay - Streets, Sidewalks, Walls & Gates	\$	32,285	\$	-	\$	-	\$	-
Total Expenditures	5	103,041	5	228	\$	228	\$	
Excess (Deficiency) of Revenues over Expenditures	\$	(103,041)	i ji ili		\$	(228)	J. In	
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	1971		\$	161,719		
Fund Balance - Beginning	\$	128,977			\$	134,692		
Fund Balance - Ending	5	187,883			S	296,411	Luci	
	1	Fund B	alance	s				
		Disaster	Reserv	es	\$	150,000		
	- 1	C2-11				146 411		

Disaster Reserves	\$ 150,000
Capital Reserves	 146,411
Total Fund Balances	\$ 296,411

Community Development District

Roadway Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		ated Budget	The	Actual a 03/31/23	V	ariance
Revenues	Manager.	5,00,0,0	con prong and	1.111	and the state of t		and the state of
Interest	\$ -	\$	-	\$	-	\$	-
Total Revenues	\$ 141	5		\$	in Cal	\$	Yn L 8
Expenditures:							
Bank Fees	\$ 300	\$	150	\$	49	\$	101
Total Expenditures	\$ 300	\$	150	\$	49	\$	101
Excess (Deficiency) of Revenues over Expenditures	\$ (300)	J. T		\$	(49)		
Other Financing Sources/(Uses)							
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			\$	49,951		T T
Fund Balance - Beginning	\$ 99,760	Test I		\$	99,795	. 177	
Fund Balance - Ending	\$ 149,460	28A =		S	149,746		

Community Development District

Debt Service Fund Series 2022

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2023

	Adopted	Pror	ated Budget	4.00	Actual		
	Budget	The	n 03/31/23	Thr	u 03/31/23	- 3	/ariance
Revenues:							
Assessments - Tax Roll	\$ 315,934	\$	306,930	\$	306,930	\$	350
Assessments - Prepayment	\$:=	\$	-	\$	10,282	\$	10,282
Interest	\$ -	\$	-	\$	685	\$	685
Total Revenues	\$ 315,934	\$	306,930	\$	317,897	\$	10,967
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	S	0
Excess (Deficiency) of Revenues over Expenditures	\$ (335)			\$	260,581		
Fund Balance - Beginning	\$ 57,335	esq v		\$	105,418	480	
Fund Balance - Ending	\$ 57,000		2 41	\$	365,999	1 201	

Community Development District

Capital Projects Fund - Series 2006

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2023

	A	dopted		ted Budget		Actual	Total Edition
	- 1	Budget	Thru	03/31/23	Thru	03/31/23	Variance
Revenues		,					
Interest	\$	-	\$	-	\$	-	\$ -
Total Revenues	\$		\$		\$	leigh and	\$
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	il si ei	\$	Marie Series	\$		\$ E TOTAL
Excess (Deficiency) of Revenues over Expenditures	\$	-11			\$		
Fund Balance - Beginning	\$	Pinon P		1000	\$	14,152	Description of
Fund Balance - Ending	\$	14.73	25.00		s	14,152	To March

Montecito
Community Development District
Month to Month

month than that the control of the c	Revenues:														
The control of the co															
The control of the co	Maintenance Assessments				643,499 \$			7,542 \$	69	.		1	69		840,838
The control of the co	Interest Income				0			s ·	69 -	in (19			1
The control of the co	Gate & Amenity Access Income							1/2	b9:	i s		i/A			365
The colored State of the color	Miscellaneous Income				1			865 \$	1	to		€	€		2,365
The control of the co	Total Revenues							8,407 \$	S	\$.	\$.	\$	5		843,569
The control of the co	Expenditures:														
THINGS S 18 00 S 18 00 S 18 00 S 10 S 100															
The control of the co	Leneral & Aaministrative:														
The control of the co	Supervisor Fees	\$		\$ 008	\$ 008			1,000 \$		69	69	55	49	•	5,000
The control of the co	District Engineer	49	69					220 \$	57	69	53	69	₩	•	220
The control of the co	District Counsel		\$ 82	2,008 \$	\$ 686'8				¥7 1	69	\$7 □	6	€ \$	••	26,680
The control of the co	District Management		33 \$		4,583 \$				69	4 9	€7	69 1	•	67	27,500
The control of the co	Disclosure Report	49	49	₩	1		69	5 9	49 1		67	₩	69		18
The control of the co	Assessment Roll				69			69	10		67	10	t/2 1		2,000
THINGS S 100	Information Technology				150 \$				1		47	50	S		906
Things the control of	Website Maintenance				1,100 \$				1		67	49	19		1,600
Third to the control of the control	Auditing Services	49	69 †	65	1	69	65	1	49		6/3 1	⇔	1		•
Tringer S 1 15.55 S - 1	Arbitrage Rebate Calculation	69	69	49	69		·	6/7	49		69	49	17		•
Third Signature (1982) 1985 1985 1985 1985 1985 1985 1985 1985	Trustee Fees	69	19	\$	69		•	69	49		45	\$	₩3 1	€ 3	,
Held Region (1984) See 1.75 (1	Public Officials/General Liability Insurance			5	69		5	69	49		65	69	45		16,555
That the second of the second	Legal Advertising			66				6/2	69		47 1	40	69		1,030
Fig. 6. 6. 6. 6. 6. 6. 6. 7. 6	Dues, Licenses, & Subscriptions				1	V 1	•••	69; I	69		47	46	57		175
The control of the co	Property Appraiser		69		211 \$	49	45	1	60		••	49	v s		211
The control of the co	Reimbursable Expenses			9	\$ 9	15 \$	83 \$	61 \$	40°	ss .	49	69	\$5	•	886
## 32,787 \$ 9,672 \$ 6,172 \$ 4,778 \$	Contingency			6	197 \$	91 \$	81 \$	132 \$	44	es .	42	69	S	59	897
\$ 2,500 \$ 8,672 \$ 6,172 \$ 4,778 \$ \$. \$. \$. \$. \$. \$. \$. \$. \$.	Subtotal General & Administrative		-			100		100	5	\$	5	\$ 7	\$ 12		86,653
## 5.2500 \$ 8672 \$ 6,172 \$ 4,778 \$ * \$	Operations & Maintenance														
## 5 2,500 \$ 8,672 \$ 6,172 \$ 9,778 \$ 9	Field Management														
34,078 S	Amenity and Field Management Contract			8,672 \$				59			↔	1			22,122
\$ 36,644 \$ 3 (132 \$ 5 . 132 \$ 7 . \$ 75 \$. \$ 7 . \$ 75 \$. \$ 7 . \$	Property insurance			69		1									34,078
8	ADP Fees	-	- 1	49	- 1	ा		- 1	- 1	- 1	- 1	59	- 1	- 1	274
100e	Subtotal Field Management		653	8,672 \$	_	200		*	\$	5 7	*	40	\$ -	49:	56,474
788 8 5	Amenity Center Operations														
The state of the s	Repairs & Maintenance (Non-HVAC)	54 54			ът. ,				b 0	1	1	1	69		1,898
111 5 5 6 6 7 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7	HVAC Repairs & Maintenance	69	69			•		69	69	₩		69 I	62 1		Œ
6 450 6 620 6 620 7 650 7 650 7 650 7 650 7 650 7 650 7 650 7 6 650 7 6 650 7 7 7 7 1,807 7 7 1,807 7 1,807	Office Supplies	69	55	1		5			69	\$ -		69	52		816
S 450 S 620 S 620 S 450 S 450 S 650	Janitorial Supplies	69	÷5	(9				⇔	40			59	59		•
5 80 \$. \$	Janitorial Services			0					10 1			1	55		3,040
6 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 -	Pest Control & Termite Bond			1				67	•			67	50		240
\$. \$. \$. \$. \$. \$. \$. \$. \$. \$.	Fitness Equipment Repairs & Maintenance	69	69 (10)	19	69		60	1	1			191	\$0 1		225
\$ 1,620 \$ 1,008 \$ 643 \$ 993 \$ 677 \$ 1,807 \$ - \$ - \$ - \$ - \$	Playground Repairs & Maintenance	69	57	1			60		69 .			(/)	44	1	1/2
	Pool Service Repairs & Maintenance							1 000 4	4	•		•			

Montecito
Community Development District
Month to Month

Irrigation														
Irrigation Repairs & Maintenance			5,437 \$	1,318 \$	1,492 \$	5,643 \$			69		55			16,944
Irrigation Monitoring					499 \$	499 \$	499 \$	₩	65	6/3 1	5/1	66	69	3,144
Hoover Pum s Repairs & Maintenance	55		_	2,800 \$		- 1	320 \$	- 1	ton		46			8,395
Subtotal Irreption	\$ 3	3,919 \$	8,226 \$	-	4,581 \$	6,142 \$	400		· so.		\$ 7		•	28,483
Lakes & Fountains														
Aquatic Maintenance	€9	480 \$	480 \$			530 \$								5,850
Fountain Service Repairs & Maintenance	- 95	\$	95		5,137 \$	9	5,120 \$	*	\$.	19	(5	69	45 1	10,737
Subtotal Lakes & Fountains	5	480 \$	480 \$	1,180 \$	\$ 299'5	\$ 025	U.S. C.		3000		100	\$ -		16,587
Landscapine														
Landscaping Contracted Services	\$ 6	6,434 \$	6,365 \$	\$ 0689	6,379 \$	\$ 005'9	6,500 \$	5	100	·	•	69		38.568
Additional Landscaping Repairs & Maintenance	49	49		49	- 6/3		6/3	5	40	- 47		1	• •	
Entrance Pot Plant Replacement	€9	49	€ 9	456 \$			1,400 \$					109		1.856
Mulch	• •	- 49	1											100
Palm Tree Maintenance	49	10	- 63			- 60	69				1			9 0
Oak Tree Maintenance	165			5									,	,
Subtotal Landscaping		6,434 \$	6,365 \$	6,846 \$	Heat.	5 005/9	7,900 \$	100	100	1,	1.		1000	40,424
THE PARTY OF THE P														
Collino II Aleas, Algut Ol Ways of Fel Illetel Walls Streat Light Bonaire S. Maintanance		E12 &	S		1075 €	(1			U	e	•			1001
Entrance Vehicular Gates Repairs & Maintenance	. 49		417 \$	4.709 \$	2.145 \$	811 \$,	• ⊌ 1		9 45			8 571
Pedestrian Entry Gates & Walls Maintenance	44				4,142 \$	•		- 49				- 60		4.142
Common Area Renairs & Maintenance	- 64	387 \$	750 \$		\$ 908	-		- 44				- 67	1	1943
Sidewalk Cleaning			64	59	4			. 69	99		, u	4	36	1
Subtotal Common Areas, Right of Ware, & Perimeter Walls		1389 \$	1.167 \$	4.709 \$	8 167 \$	811 \$	185	100	3 .		700			16263
Security Monitoring Services														
Fire Detection Services	64	179 \$	179 \$	179 \$		179 \$	179 \$	49		69		62	50	1,072
Access Control Services	49	214 \$			214 \$	214 \$						69	1	1,287
Intrusion Services	69 [131 \$	131 \$	131 \$	131 \$	131 \$		69	69	49	ss ,		1	785
Security Monitoring Repairs & Maintenance	5	- 1		- 1	- 4	\$ 65	360 \$		- 1	- 1	- 1	50	- 1	478
Subtotal Security Monitoring Services	97	524 \$	583 \$	524 \$	524 \$	283 \$	884 \$	5		us.	. 5	S	49.	3,622
Utilkies														
Electric Services	\$	4,771 \$	3,462 \$	3,177 \$	3,168 \$	3,026 \$	3,227 \$	69	₩	•	67	to '		20,832
Telephone, Fax & Internet	59	286 \$	286 \$		387 \$			59						1,871
Water & Sewer Services	1/1		\$ 06	225 \$	116 \$	136 \$	140 \$	69	1	60	1	\$	69	838
Gate Kiosk Internet Services	s,	- 1		190 \$	\$ 000	- 1	200 \$	- 1	211	- 1	- 11	- 11	-11	1,170
Subtotal Utilities	\$ 5,	5,378 \$	4,028 \$	3,878 \$	3871 \$	3,676 \$	3,880 \$				acon		*	24,711
Other														
Contingency/Miscellaneous Expense	S	\$ 092	1,447 \$	274 \$	8 928	€ 9	1	49	*	66	\$	•	69	3.357
	3	\$ 092	1,447 \$	274 \$.	8 928	\$.	\$ 5	\$::	-\$0 %	. 8	\$.	. 5	69	3,357
Total Description	60	\$ 650 G	40.001	4000	40000	31 753 6	21 22 6	٠	*	•	9	***		2000
						ш			,	,		87	9	CTC/607
Excess Revenues (Expenditures)	\$ (30,	\$ (860'0E)	57,674 S	597,640 \$	(27,587) \$	\$ (20,752)	(22,827) \$	\$.	\$:	3 7	ş	\$2.	S.	554,050
Other Financing Sources/Uses:														
Disaster Reserve Transfer Out	49	€ 7	69	•		25,000 \$		67						25.000
Capital Reserve Transfer Out	• •	,	: 69	•				· 69	•	, (4)	· 69	· vs	, 63	136,947
Roadway Reserve Transfer Out	₩	4A	-	•		\$ 000'05		1	1		49	1	67	50,000
Total Other Financing Sources/Uses	*	\$.	*	\$	· ·	211,947 \$	*	5	*	\$.	\$.	\$.	5	211,947

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:

\$32,159

BONDS OUTSTANDING - 05/06/2022

\$3,755,000

CURRENT BONDS OUTSTANDING

\$3,755,000

Community Development District

Special Assessment Receipt Schedule Fiscal Year 2023 ON ROLL ASSESSMENTS

336,100.85 \$ 1,191,150.93 315,934.80 \$ 1,119,681.87

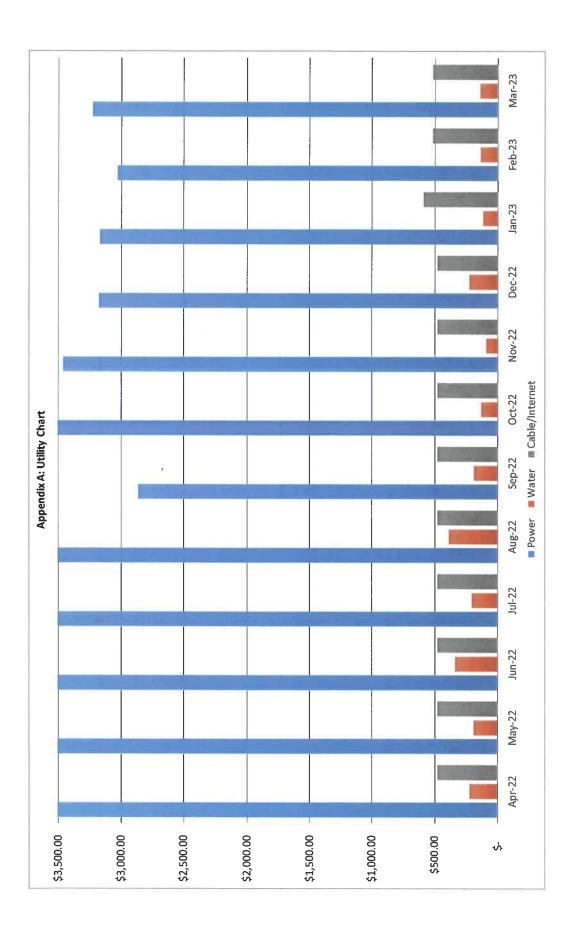
Gross Assessments \$ 855,050.08 \$ Net Assessments \$ 803,747.08 \$

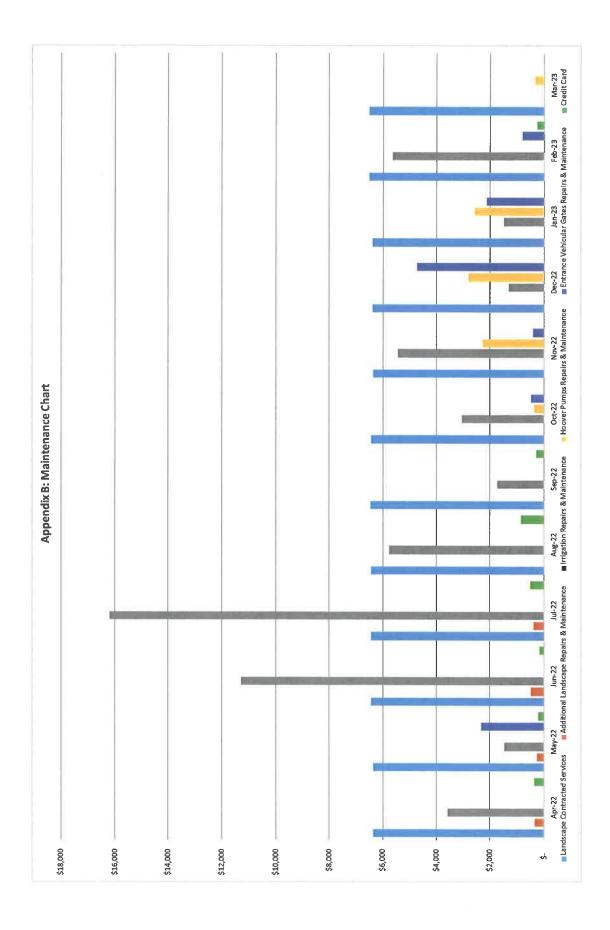
100.00%	Total	\$15,650.39	\$121,225.95	\$860,942.15	\$35,501.96	\$27,641.21	\$1,695.30	\$14,603.72	\$10,506.60	\$ 1,087,767,28
28,22%	Series 2022 Debt Service	\$4,415,99	\$34,205.69	\$242,927,56	\$10,017.40	\$7,799.38	\$478.35	\$4,120.66	\$2,964.59	306,929.62
71,78%	O&M Portion	\$11,234.40	\$87,020.26	\$618,014.59	\$25,484,56	\$19,841.83	\$1,216.95	\$10,483.06	\$7,542.01	\$ 780,837.66 \$
	Net Receipts	\$15,650.39	\$121,225.95	\$860,942.15	\$35,501.96	\$27,641.21	\$1,695.30	\$14,603.72	\$10,506.60	\$ 1.087.767.28 \$
	Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,695.30	\$0.00	\$0.00	1,695,30
	Discount/Penalty	(\$819.56)	(\$5,154.20)	(\$36,553.54)	(\$1,297.37)	(\$872.36)	\$0.00	(\$311.34)	(\$94.40)	(45,102.77) \$
	Commissions	(\$319.40)	(\$2,473.99)	(\$17,570.25)	(\$724.53)	(\$564.11)	\$0.00	(\$326.25)	(\$214.42)	(22,192,95)
	Gross Amount	\$16,789.35	\$128,854.14	\$915,065.94	\$37,523.86	\$29,077.68	\$0.00	\$15,241.31	\$10,815.42	1,153.367.70 \$
	Distribution Distribution Period Gross Amount	10/24/22	11/1/22	11/16/22 - 11/30/22	12/01/22 - 12/15/22	12/16/22 - 12/31/22	10/01/22 - 12/31/22	01/01/23-01/31/23	02/01/23-02/28/23	TOTAL
	Distribution	ACH	ACH		ACH	ACH		ACH	ACH	
	Date	11/21/22	11/29/22	12/13/22	12/22/22	01/12/23	02/01/23	02/09/23	03/09/23	

Net Percent Collected Balance Remaining to Collect

97% 31,915

7





SECTION C

Community Development District

Special Assessment Receipt Schedule Fiscal Year 2023

ON ROLL ASSESSMENTS

336,100.85 \$ 1,191,150.93 315,934.80 \$ 1,119,681.87

Gross Assessments \$ 855,050.08 \$ Net Assessments \$ 803,747.08 \$

7:00
Discounty Fenalty
2
(\$311.34)
\$ (45,102.77)

Net Percent Collected	Balance Remaining to Collect
%26	31,915
	40

SECTION D

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

219 East Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 – Fax: 407-839-1526

Operation and Maintenance Expenditures For Board Approval March 31, 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	\$53,281.09	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

Montecito Community Development District

Summary of Invoices

March 1, 2023 to March 31, 2023

Fund	Date		Check No.'s	Amount
General Fund	3/1/23		1596 - 1604	\$ 5,446.72
	3/9/23		1605 - 1614	\$ 16,748.49
	3/16/23		1615 - 1618	\$ 10,758.53
	3/17/23		1619 - 1621	\$ 5,589.00
	3/23/23		1622 - 1623	\$ 1,930.00
	3/30/23		1624 - 1630	\$ 8,901.82
				\$ 49,374.56
ACH		Spectrum	0050292532-02	\$ 313.14
		Spectrum	0050720129-01	\$ 99.99
		Spectrum	0050720131-01	\$ 99.99
		Truist	Credit Card Payment	\$ 26.50
		City of Melbourne	181592-219109	\$ 139.61
		FPL	15698-02240	\$ 356.30
		FPL	17845-06444	\$ 47.54
		FPL	26747-37206	\$ 46.99
		FPL	27312-55499	\$ 845.23
		FPL	39851-84518	\$ 273.28
		FPL	70612-92491	\$ 875.15
		FPL	81038-69205	\$ 782.81
				\$ 3,906.53
				\$ 53,281.09

MONTECITO - GENERAL FUND	BANK A GENERAL FUND
3/31/2023	
	023 ***

5,557.50 001605	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1	BILLING, COCHRAN, LYLES, MAURO,
 	5,557.50	' ! * !	00010 1/31/23 179171 202301 310-51300-31500 GENERAL COUNSEL JAN 23
523.99 001604		1	
	130.86	*	1/25/23 46944 320 320 320 320 34600 1/25/23 46944 320 320 320 34600 1NTRISTON SVC PER 23
	142.34	*	100
	214.42	*	1/25/23 469447 223232 320-53800-34500
1 1 1 1 1 1	36.37	[* *	00044 1/25/23 469447 202302 320-53800-344
80			
f 	00.08	' * 	3/01/23 00147 12/28/22 49867351 202212 330-53800-53000 PRST CONTROL DEC 22
122.50 001602	!	1	PARADISE LAWN & LANDSCAPING
l I	122.50	' * 	
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250.00 0015			T GIVE TIVE VITE OF THE STATE O
1 1 1 1 1 1	250.00	 * 	3/01/23 00025 2/08/23 1074306 202302 320-53800-47500
203.24 0015			FLORIDA TODAY COMMUNICA
 	203.24	 * 	
170.00 001597			
	170.00	 * 	3/01/23 00003 12/31/22 15800350 202212 330-53800-48300 SPECTAL CLEANING DEC 22
676.99 00			BREVARD POO
	643.00	*	2/01/23 191975 EQUITATION 1000 POOL MAINTENANCE FEB 23
	33,99	*	3/01/23 00012 1/13/23 192657 202302 330-53800-50000
AMOUNT #	AMOUNT	STATUS	CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS
			BANK A GENERAL FUND

PAGE 2	AMOUNT #				1,618	1 1 1 1 1 1 1 1 1 1 1	450	1 1 1 1 1 1		400.00 001608	1 1 1 1 1 1 1		400.00 001609	1 t 1 1 1		400.0	1 1 1 1 1 1 1	499.00 0016	1 	6,500.00 001612	1 1 1 1 1 1		400.00 001613	1 1 1 1 1 1 1
4/26/23	AMOUNT	643.00	625.00	350.00		450.00		200.00	200.00		200.00	200.00		200.00	200.00		499.00		6,500.00		200.00	200.00		36.37
RUN						I I I		I I			1 1 1			I I I			I I I		I I I		1 1 1			
CHECK REGISTER	STATUS	*	*	*		 * * 		1 1 1 * 1 1 1	*		 * * 	*		 * * 	*		 * * 				 * * 	*		
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER 8 03/01/2023 - 03/31/2023 *** BANK A GENERAL FUND BANK A GENERAL FUND	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	3/01/23 193483 202303 330-53800-50000	3/03/23 1944107 202333 330-53800-50000	3/03/23 194108 2023303 330-53800-50000	BREVARD POO	3/01/23 15800360 202303 330-53800-48200	COVERALL CE	2/27/23 CL022720 202302 310-51300-11000	3/01/23 CL030120 2/2//23 ROS MEETING 3/1/23	CATHERINE I LECESNE	2/27/23 ES022720 202302 310-51300-11000	3/01/23 ES030120203 3/01/23 ES0800000000000000000000000000000000000	N	2/27/23 GH022720 202302 310	3/01/23 GH030120 202303 310-51300-11000	MEETING 3/1/23 GEORGE	3/01/23 1843 202303 320-53800-47310 =	INSIGHT IRRIGAT	3/01/23 15882 202303 320-53800-46200 TANDECADE MAINT MAD 53	PROGR	2/27/23 RW022720 202302 310-51300-11000	3/01/23 RW030120 2/2//23 3/01/23 RW030120 2/23/33 310-51300-11000	E1116 5/ 1/ 23	2/25/23 473445
AP300R *** CHECK DATES	CHECK VEND# DATE	3/09/23 00012				3/09/23 00003		3/09/23 00086			3/09/23 00137			3/09/23 00034			3/09/23 00078		3/09/23 00146		3/09/23 00144			3/09/23 00044

m		
PAGE		
RUN 4/26/23		
O-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	MONTECITO - GENERAL FUND	BANK A GENERAL FUND
EAR-T	*** CHECK DATES 03/01/2023 - 03/31/2023 ***	

AP300R ** CHECK DATES 03/01/2023 - 03/31/2023 *** ** CHECK DATES 03/01/2023 - 03/31/2023 ***	PAGE		
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER MONTECITO - GENERAL FUND	UN 4/26/23		
ss 03/01/2023 - 03/31/20		FUND	
ss 03/01/2023 - 03/31/20	FO-DATE ACCOUNTS PAYABLE PR	MONTECITO - GENERAL	CIVILLY A CHAINER A VINEO
3	00R YEAR-T	3S 03/01/2023 - 03/31/20	

4

	BANK A GENERAL FUND			
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
3/17/23 00044	2/07/23 472129 202302 320-53800-34700 TRIP CHARGE	ł	59.00	
	SONITROL OF			0
3/23/23 00120	3/20/23 440983 202303 320-53800-47100	 	530.00	
	ECOR INDUSTRIES			530.00 0016
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	PROGREEN SERVICES, LL			1,400.00 001623
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	GENERAL COONSELL I			6,277.50 001624
3/30/23 00025		 	360.00	1 1 1 1 1 1
	3/21/23 1074968 202302 320-53800-47500 prpgiace even earth	*	561.00	
	FLORIDA DOOR CONTROL OF			921.00 001625
3/30/23 00029	3/23/23 09-14844 202303 330-53800-54000 REPDIACE DEPROTUTIVE RREAKER	! ! ! ! ! !	307.40	
	9			307.40 001626
3/30/23 00035	3/14/23 172826 202303 320-53800-47400	 	350.00	
	HOOVER PUMPING SY			0
3/30/23 00147	3/20/23 50365487 202302 330-53800-53000	 	80.00	1 1 1 1 1
	TOUTION TOTAL			00 0016
3/30/23 00044	3/25/23 477277 202303 300-15500-10000	1 	39.28	1 1 1 1 1 1 1 1 1 1 1
	3/25/23 477277 202303 300-15500-10000	*	231.58	
	202303	*	153.73	
	3/25/23 477277 202303 300-15500-10000 Thympialon Syca add 23	-k	141.33	
				565.92 001629
148	/23 TG022720 202302 BOS MEETING 2/	 	200.00	1 1 1 1 1 1

PAGE 5	AMOUNT #		400.00 001630
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RUN			1 1 1
4PUTER CHECK REGISTER	STATUS	*	
AP300R *** CHECK DATES 03/01/2023 - 03/31/2023 *** BANK A GENERAL FUND BANK A GENERAL FUND	CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	3/01/23 TG030120 202303 310-51300-11000 BOS MEETING 3/1/23	TANJA GLYNN

49,374.56

TOTAL FOR BANK A TOTAL FOR REGISTER

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Montecito Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:

August 2, 2023

HOUR:

9:30 a.m.

LOCATION:

Montecito Beach Club

208 Montecito Drive

Satellite Beach, Florida 32937

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County and City of Satellite Beach at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF MAY, 2023.

ATTEST:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By:
Secretary/Assistant Secretary	Its:

Community Development District

Proposed Budget FY 2024



Montecito Community Development District

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Community Development District General Fund Fiscal Year 2024

	Adopted Budget FY 2023	;	Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23	Proposed Budget FY 2024	I	Change ncrease/ Decrease)	
Revenues											
Maintenance Assessments	\$ 863,748	\$	840,838	\$	22,910	\$	863,748	\$ 899,259	\$	35,511	
Interest Income	-		1		-		1	-		-	
Gate & Amenity Access Income	-		365		300		665	-		-	
Miscellaneous Income Stormwater Control Cost Share	-		2,365		-		2,365	4126		4126	
Stormwater Control Cost Share	-		-		-		-	4,136		4,136	
Total Revenues	\$ 863,748	\$	843,569	\$	23,210	\$	866,779	\$ 903,395	\$	39,647	
Expenditures											
Administrative Expenditures											
Supervisor Fees	\$ 7,800	\$	5,000		6,000	\$	11,000	\$ 12,000	\$	4,200	
District Engineer	30,000		220		15,000		15,220	15,000		(15,000)	
District Counsel	30,000		26,680		29,603		56,282	40,000		10,000	
District Management	55,000		27,500		27,500		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		900		900		1,800	1,908		108	
Website Maintenance	1,200		1,600		600		2,200	1,272		72	
Auditing Services	5,000		-		4,200		4,200	5,000		(500)	
Arbitrage Rebate Calculation	500		-		2.000		2 000	2.250		(500)	
Trustee Fees	3,500 19,102		16,555		3,000		3,000 16,555	3,250 19,102		(250)	
Public Officials/General Liability Insurance Legal Advertising	2,000		1,030		1,500		2,530	3,000		1,000	
Dues, Licenses, & Subscriptions	175		1,030		1,500		175	175		1,000	
Property Appraiser	250		211		_		211	250		_	
Reimbursable Expenditures	1,200		886		600		1,486	1,200		_	
Contingency	2,400		897		630		1,527	2,400		-	
Administrative Expenditures Total	\$ 166,427	\$	86,653	\$	89,533	\$	176,185	\$ 168,157	\$	1,730	18
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	-		-	
<u>Field Management Suhtotal</u>	\$ 128,899	\$	56,474	\$	70,970	\$	127,444	\$ 208,637	\$	79,738	
Amenity Center Operations											
Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$	1,898		7,200	\$	9,098	\$ 12,000	\$	-	
HVAC Repairs & Maintenance	2,000		016		2,000		2,000	2,000		-	
Office Supplies	1,500 1,850		816		684 1 000		1,500 1,000	1,500		-	
Janitorial Supplies Janitorial Services	8,241		3,040		1,000 3,900		6,940	1,850 7,800		(441)	
Pest Control & Termite Bond	1,203		240		3,900 740		980	1,203		(441)	
Fitness Equipment Repairs & Maintenance	3,000		225		1,500		1,725	3,000		-	
Playground Repairs & Maintenance	1,000		-		1,000		1,000	1,000		-	
Pool Service Repairs & Maintenance	15,000		6,748		9,628		16,376	15,000		_	
	10,000		3,7 10		7,020		10,070	10,000			

Community Development District General Fund

General Fund Fiscal Year 2024

Aguantic Cantrol Aguantic Maintenance Repairs & S. 5,73 s 5,85 s 10,737 s 2,85 s 12,478 s 12,430 s 6,697 s 10,400 s 10,737 s 2,850 s 12,478 s 10,400 s 10,737 s 10,587 s 10,400 s 10,737 s 10,587 s 10,400 s 10,737 s 10,400 s 10,730 s 10,400 s 10,4			Adopted Budget FY 2023		Actuals Thru 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23		Proposed Budget FY 2024	I	Change ncrease/ Decrease)	
Fringstin Maintenance \$ 2,500 \$ 1,094 \$ 1,000	Irrigation													
Imagenom Monitoring 1,500 3,395 1,000 1,138 1,538 1,000	9	\$	25.000	\$	16.944		6.000	\$	22.944	\$	25.000	\$	_	
Monor Pulmps Replaris Mulnitenance 1,700 8,305 5,000 14,375 17,500 1,00		Ψ		Ψ	,		,	Ψ	,	Ψ	.,	Ψ	101	
Section Sec														
Aguair	Irrigation Subtotal	\$		\$		\$		\$		\$		\$	101	
Aguair	Stammurator Control													
Femantia Perside Repairs & Maintenance 9,000 10,77 2,000 12,787 9,000 0.000 12,787 12,810		¢	E 722	¢	E 0E0		2 100	¢	0.020	¢	12.420	¢	6 6 0 7	
		ф		Ф				Ф	,	Ф		Ф	0,097	
Landscaping Landscaping Contracted Services \$18,070 \$18,070 \$10,000 \$10,000 \$20,000 \$20,000 \$10,00		\$		\$		\$		\$		\$		\$	6.697	
Mandispaing Contracted Services \$80,375 \$80,375 \$10,000 \$7,000 \$10,000	The state of the s	Ψ	11,700	Ψ	10,007	Ψ_	0,200	Ψ	21,017	Ψ	21,100	Ψ	0,077	
Madrican Landesping Replace Maintenance 15,00														
Entrance/Amenity Plant Replacement		\$		\$	38,568			\$		\$		\$		
Mulch 12,34 12,34 12,34 12,00 14,000					-				,				5,000	
Palm free Maintenance	, , ,				1,856								-	
Second					-									
					-									
Street Light Repairs & Maintenance		¢		¢	40 424	¢	·	¢		¢		¢		
	аниялирину эшпини	Э	130,008	Þ	40,424	Þ	04,434	Þ	144,85/		102,350	Þ	31,/42	
Entrance Vehícular Gates Repairs & Maintenance 5,500 8,571 1,000 9,571 7,760 2,260 Pedestrian Entry Gates & Walls Maintenance 12,000 1,943 4,500 6,443 6,000	, 0 , 3													
Pedestrian Entry Gates & Walls Maintenance \$1,000 \$1,142 \$1,000 \$	0 1	\$		\$				\$,	\$,	\$	-	
Common Area Repairs & Maintenance 12,000 1,943 4,500 6,643 6,000	•		5,500		8,571				9,571		7,760		2,260	
Sidewalk Cleaning											,		-	
Security Monitoring Services \$ 1,250 \$ 16,243 \$ 20,000 \$ 36,243 \$ 38,760 \$ (3,740)					1,943								(6,000)	
Fire Detection Services \$ 2,252 \$ 1,072 1,158 \$ 2,230 \$ 2,432 \$ 180 \$ 2,666 \$ 2,918 \$ 216 \$ 1,649 \$ 785 \$ 188 \$ 1,633 \$ 1,781 \$ 132 \$ 2,667 \$ 2,918 \$ 216 \$ 1,649 \$ 785 \$ 188 \$ 1,633 \$ 1,781 \$ 132 \$ 2,667 \$ 2,918 \$ 180 \$ 2,677 \$ 2,500 \$ 2,478 \$ 2,400 \$ 2,488 \$ 2,489				_		_		_		_			-	
Fire Detection Services \$ 2,252 \$ 1,072 1,158 \$ 2,230 \$ 2,432 \$ 180 \$ 4,000 \$ 1	Common Areas, Right of Ways & Perimeter Walls Subtotal	\$_	42,500	\$	16,243	\$	20,000	\$	36,243	\$	38,760	\$	(3,740)	
Fire Detection Services \$ 2,52	Security Monitorina Services													
The properties 1,649 785 848 1,633 1,781 132 142 143	,	\$	2,252	\$	1,072		1,158	\$	2,230	\$	2,432	\$	180	
Security Monitoring Repairs & Maintenance 2,500 3478 2,000 2,478 2,500 5,000 5	Access Control Services		2,702		1,287		1,389		2,676		2,918		216	
Security Substate S	Intrusion Services		1,649		785		848		1,633		1,781		132	
Electric Services	Security Monitoring Repairs & Maintenance		2,500		478		2,000		2,478		2,500		-	
Electric Services	Security Subtotal	\$	9,102	\$	3,622	\$	5,396	\$	9,017	\$	9,631	\$	528	
Electric Services	Itilities													
Telephone, Fax & Internet 3,300 1,871 1,879 3,750 3,946 646 Water & Sewer Services 4,000 838 1,500 2,338 4,000 - 6,646 4,000 638 1,500 2,338 4,000 - 6,646 4,000 638 1,500 2,370 2,850 - 6,245 2,850 - 6,245 2,850		\$	47 300	\$	20.832		24 000	\$	44 832	\$	54 394	\$	7 094	
		Ψ		Ψ				Ψ		Ψ	,	Ψ		
Contingency State	•				,								-	
Section Sect													_	
Contingency Miscellaneous Expenditures	<u>Utilities Suhtotal</u>	\$		\$		\$		\$		\$		\$	7,740	
Contingency/Miscellaneous Expenditures	a.d													
State Stat		\$	7.500	\$	3.357		5.000	\$	8.357	\$	10.000	\$	2.500	
Total Expenditures	0 77					\$		_		_		_		
Capital Reserve Transfer Out \$ 136,947 \$ 136,947 \$ - \$ 136,947 \$ 65,000 \$ (71,947)	Operations & Maintenance Expenditures Total	\$	485,374	\$	202,867	\$	260,254	\$	463,121	\$	610,238	\$	124,864	67
Capital Reserve Transfer Out \$ 136,947 \$ 136,947 \$ - \$ 136,947 \$ 65,000 \$ (71,947)	Catal Com and items	· ·	(F1 001	đ	200 510	đ	240.707	đ	(20.20(¢	770 205	đ	126 504	
Capital Reserve Transfer Out \$ 136,947 \$ 136,947 \$ - \$ 136,947 \$ 65,000 \$ (71,947) bisaster 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)	otai expenditures	•	051,801	Þ	289,519	•	349,/8/	Þ	639,306	•	//8,395	•	120,594	
Disaster Reserve Transfer Out 25,000 25,000 - 25,000 30,000 5,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 30,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 Roadway Reserv	Other Financing Uses													
Disaster Reserve Transfer Out 25,000 25,000 - 25,000 30,000 5,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 (20,000) Roadway Reserve Transfer Out 50,000 50,000 - 50,000 30,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 30,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 50,000 50,000 Roadway Reserve Transfer Out 50,000 Roadway Reserv	Canital Reserve Transfer Out	¢	136 947	¢	136 047			¢	136 947	¢	65 000	¢	(71 947)	
Standard Roadway Reserve Transfer Out S0,000 S0,000 - S0,000 30,000 (20,000)		Ф		φ			-	ψ		Φ		Ψ	. , ,	
Total Other Financing Uses \$211,947							_							
Section Sect	todaway reserve fransier out		50,000		50,000				50,000		50,000		(20,000)	
Net Assessments Add: Discounts (6%) Fy23 Fy24 Increase Wincrease Mincrease	<u>Cotal Other Financing Uses</u>	\$	211,947	\$	211,947	\$	-	\$	211,947	\$	125,000	\$	(86,947)	13
FY23 FY24 Increase % Increase Net Assessments	Cotal Expenditures & Reserves	\$	863,748	\$	501,466	\$	349,787	\$	851,253	\$	903,395	\$	39,647	100
FY23 FY24 Increase % Increase Net Assessments 863,748 899,259 35,511 4%	let Change in Fund Balance	\$	-	\$	342,103	\$	(326,576)	\$	15,526	\$	-	\$	(0)	
Net Assessments 863,748 899,259 35,511 4% Add: Discounts (6%) 55,133 57,400 2,267 4% Gross Assessments 918,881 956,659 37,778 4% Gross O&M Per Unit Increase % Increase Townhomes 1,845.43 2,064.73 219.30 12%											T			
Add: Discounts (6%) \$ 55,133 \$ 57,400 \$ 2,267 4% Gross Assessments \$ 918,881 \$ 956,659 \$ 37,778 4% Gross O&M Per Unit Increase Townhomes \$ 1,845.43 \$ 2,064.73 \$ 219.30 12%						*		*				%		
Gross Assessments \$ 918,881 \$ 956,659 \$ 37,778 4% Gross O&M Per Unit Increase % Increase Townhomes \$ 1,845.43 \$ 2,064.73 \$ 219.30 12%														
Gross O&M Per Unit Increase % Increase Townhomes \$ 1,845.43 \$ 2,064.73 \$ 219.30 12%														
Townhomes \$ 1,845.43 \$ 2,064.73 \$ 219.30 12%			C				010 001	a.	054750					
			Gr	oss I	Assessments	\$				\$	37,778		4%	
			Gr				Gross 0&	M Pei	r Unit		Increase	%	% Increase	

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.

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.

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, **p**rinting 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 has contracted with Vesta Property Services 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 has contracted with Vesta Property Services 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.

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.

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

<u>Irrigation</u>

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

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.

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	\$202	\$2,432
Total	_	\$2,432

Access Control Services

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

Description	Monthly	Annually
208 Montecito Drive	\$243	\$2,918
Total	_	\$2,918

Intrusion Services

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

Description	Monthly	Annually
208 Montecito Drive	\$148	\$1,781
Total		\$1,781

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	\$313	\$3,757
Contingency		\$189
Total	_	\$3,946

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 3/31/23		Projected Next 6 Months		Projected Thru 9/30/23		Proposed Budget FY 2024
Revenues									
Beginning Fund Balance	\$	228,737	\$ 234,487	\$	-	\$	234,487	\$	343,250
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	\$	468,250
Expenditures									
Bank Fees	\$	756	\$ 277	\$	322	\$	599	\$	-
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	\$ 277	\$	102,907	\$	103,184	\$	100,000
Net Change in Fund Balance	\$	337,343	\$ 446,157	\$	(102,907)	\$	343,250	\$	368,250

Description	FY 2023	FY 2024
Information From Page 38 of Study		•
Reserves Beginning of Year	\$337,953	\$440,048
Contributions	\$112,925	\$115,748
Interest Income	\$3,899	\$4,932
Expenditures	(\$14,729)	(\$10,812)
Anticipated Balance	\$440,048	\$549,916

FY 2024 Projected Fund Balances							
Capital Reserves	\$8,455						
Disaster Reserves	\$180,000						
Roadway Reserves	\$179,795						
Total Fund Balances	\$368,250						

Capital Reserve Fund - Actuals/Projections/Budget

Description	FY 2023	FY 2024
Reserves Beginning of Year	\$234,487	\$343,250
Contributions	\$211,947	\$125,000
Interest Income	\$0	\$0
Expenditures	(\$103,184)	(\$100,000)
Anticipated Balance	\$343,250	\$368,250

Variance Reserve Stud	v Vs Actual	(\$181,666)

Montecito

Community Development District Debt Service Fund Fiscal Year 2024

	Adopted Budget FY 2023		Thru		Projected Next 6 Months		Projected Thru 9/30/23		Proposed Budget FY 2024	
Revenues										
Special Assessments - Tax Roll	\$	315,934	\$ 306,930	\$	9,004	\$	315,934	\$	315,934	
Special Assessments - Prepayment		-	10,282		-		10,282		-	
Interest		-	685		-		685		-	
Beginning Balance		57,335	73,259		-		73,259		73,891	
Total Revenues	\$	373,269	\$ 391,156	\$	9,004	\$	400,160	\$	389,825	
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	
Special Call - 8/1		-	-		10,000		10,000		-	
Total Expenditures	\$	316,269	\$ 57,316	\$	268,954	\$	326,269	\$	316,627	
Net Change in Fund Balance	\$	57,000	\$ 333,840	\$	(259,949)	\$	73,891	\$	73,198	

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 0&M and Debt Service Assessment Schedule

	Admin.	Fiel	ld/Reserve	
Description	Budget		Budget	Total
Total O&M Budget	\$168,157		\$731,102	\$899,259
Balance Forward	\$0		\$0	\$0
Net Assessments	\$168,157		\$731,102	\$899,259
Collection Cost (6%)	\$10,733		\$46,666	\$57,400
Gross Assessment	\$ 178,890	\$	777,768	\$ 956,659

Adm	in. Budget	Α	dmin. Budget	
	Bonds		No Bonds	Total
	\$3,250		\$164,907	\$168,157
	\$0		\$0	\$0
	\$3,250		\$164,907	\$168,157
	\$207		\$10,526	\$10,733
\$	3,457	\$	175,433	\$ 178,890

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	0&M Per Unit (Net)	0&M Per Unit (Gross)(1)
Townhomes Single Family Total	294 127	0.75 1.00	220.5 127 347.5	28% 16%	63% 37% 100%	\$37,734 \$21,733 \$59,467	\$29,797.45 \$17,162.25 \$46,960	\$442,473 \$254,848 \$697,321	\$510,004 \$293,744 \$803,748	\$1,734.71 \$2,312.94	\$1,845.43 \$2,460.58
Condo's Mid-Rise High-Rise	224 176	1.00 1.25	224 220 444	28% 28%		\$0 \$0 \$0	\$30,270 \$29,730 \$60,000	\$0 \$0 \$0	\$30,270 \$29,730 \$60,000	\$135.14 \$168.92	\$143.76 \$179.70
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 Single Family Total	294 127	0.75 1.00	220.5 127 347.5	63% 37%	63% 37% 100%	\$2,062 \$1,188 \$3,250	\$104,638.83 \$60,268.17 \$164,907	\$463,908 \$267,194 \$731,102	\$570,609 \$328,650 \$899,259	\$1,940.85 \$2,587.80	
Total	421		347.5	100%		\$3,250	\$164,907	\$731,102	\$899,259		

Lot Size	FY23 Gross	FY23 Net	FY24 Gross	FY24 Net	FY24 Gross	FY24 Gross
	O&M Per Unit	O&M Per Unit	O&M Per Unit	O&M Per Unit	O&M Increase	O&M Increase
Townhomes	\$1,845.43	\$1,734.71	\$2,064.73	\$1,940.85	\$219.30	12%
Single Family	\$2,460.58	\$2,312.94	\$2,752.97	\$2,587.80	\$292.39	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 Single Family	293 126	0.75 1.00	220 126	63.56% 36.44%	\$200,799 \$115,134	\$685.32 \$913.76	\$729.07 \$972.09
Total			346	100%	\$315,934		

Combined Operations and Maintenance and Debt Service Assessments

Lot Size	Gross O&M	Gross Debt	Total Gross	FY2023 Total	FY2024 Total	FY2024 Total
	Per Unit	Per Unit	Per Unit (1)	Gross Per Unit	Gross Increase	Gross Increase %
Townhomes	\$2,064.73	\$729.07	\$2,793.80	\$2,574.50	\$219.30	9%
Single Family	\$2,752.97	\$972.09	\$3,725.06	\$3,432.67	\$292.40	9%

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

SECTION 2

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT

THIS GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of April, 2023, by and between:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Satellite Beach, Brevard County, Florida, and having offices at 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, having its principal address at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (the "Contractor").

RECITALS

WHEREAS, the District is the owner of Clubhouse facilities that include swimming pool facilities, a fitness center, a playground, a clubhouse building with meeting rooms, offices, a kitchen, and restroom facilities, as well as other recreation facilities, buffer and landscaped areas, road rights-of-way, buffer tracts, stormwater ponds, and other District-owned property (collectively, the "Amenities"), said Amenities being located in Satellite Beach, Brevard County and within the boundaries of the District; and

WHEREAS, the District intends to provide for the operation and management of Amenities and District property, as well as managing District contractors and vendors; and

WHEREAS, Contractor has a background and experience in operating and managing recreation areas, clubhouse facilities, community development district properties and facilities, and community amenity facilities like the Amenities and is willing to provide such operation and management services to the District in accord with this Agreement; and

WHEREAS, Contractor has submitted its pricing proposal to operate and manage the District Amenities, District property, and contractors/vendors (the "Proposal"), which Proposal is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor by entering into this Agreement with Contractor to operate and manage the Amenities, District property, and District contractors and vendors, and to provide other services as described in this Agreement.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES

- A. The District agrees to utilize Contractor to provide operation and management services in accord with the terms of this Agreement.
- B. Term. This Agreement shall be effective on April 17, 2023 (the "Effective Date") and the initial term shall continue through September 30, 2023 (the "Initial Term"). After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one year each upon the mutual consent of the parties.
- C. Services. Contractor shall perform all normal duties associated with staffing, operating, managing, and maintaining the Amenities and the District property, and managing District contractors and vendors to ensure its smooth operation and to help promote the safe enjoyment by members of the clubhouse and residents, landowners and visitors. Contractor shall furnish such services as more particularly described herein, in the Proposal and in the specifications attached hereto and incorporated herein as Composite Exhibit B (collectively, the "Services"). For all matters pertaining to and arising out of this Agreement and the Services provided hereunder, Contractor shall report directly to the District Manager or such other authorized individual as determined by the District Board of Supervisors.
- D. Compensation. The annual amount payable to Contractor for services provided pursuant to this Agreement shall be as more particulalary described in the Proposal (the "Annual Contract Amount"). District agrees to pay Contractor a monthly management fee equal to 1/12 of the applicable Annual Contract Amount. This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with providing the Services. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the "Approved Reimbursables"). Invoices shall be paid net thirty (30) days upon receipt by District. If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on the Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or five (5%) percent, whichever is less. NOTWITHSTANDING,

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO BE COMPENSATED FOR SHIFTS THAT ARE NOT STAFFED; WHICH CORRESPONDING AMOUNTS MAY BE DEDUCTED BY THE DISTRICT FROM THE MONTHLY MANAGEMENT FEE. The repeated failure by Contractor to staff all shifts as provided in this Agreement may be considered, in the District's discretion, abandonment of the Agreement by the Contractor and could result in termination of the Agreement by the District.

- E. Access to Facility. This Agreement grants to Contractor the right to access the Amenities and the District property for those purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to Florida's Sunshine Law, the Montecito Community Development District Rules of Procedure, the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center, and the Amended Parking and Towing Rules, as amended and supplemented from time to time.
- F. Contractor shall train and provide sufficient staffing to include a General Manager (the "Staff"). The General Manager shall be a Certified Aquatics Facility Operator or Certified Pool Operator and shall have the responsibilities of providing the Services provided for in this Agreement. Contractor shall be responsible for recruiting, hiring, training, overseeing, evaluating and employing the Staff. Staff shall be the employees of Contractor. In furtherance thereof, Contractor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Staff, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Staff.
- G. Contractor shall serve the community in a professional manner, providing the residents the numerous benefits of a first-class community with respect to the Amenities and the District property. Contractor will also create (as required) and implement any applicable Facility Maintenance Plan and Emergency Management Plan for the Amenities and the District property, copies of which may be requested from the District Manager. An additional responsibility is the greeting of residents, guests and potential residents as they enter the Amenities, as well as monitoring the use and condition of the Amenities and the District property throughout the day, and resolving any issues requiring attention on behalf of the District residents and landowners and Members and Annual Members of the Montecito Beach Club Amenity Center.
- H. Contractor shall perform regular inspections of the Amenities, District property, and District facilities to monitor their conditions and operation and maintenance needs. This includes oversight of District onsite contracts with contractor and vendors, including, but not limited to: landscaping, vehicle gate access, lake

- service, lake fountains, irrigation reporting, and any other contracts or vendors providing service to the Amenities, District property, or District facilities.
- I. Contractor shall operate the Access Control Systems installed at the District Amenity Center.
- J. Unless otherwise directed by the District Board of Supervisors, the Contractor shall attend, through its General Manager or an individual knowledgeable of the District operations and maintenance responsibilities, the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the general management of the Amenities.
- K. Notwithstanding that which is set forth in <u>Composite Exhibit B</u> of this Agreement, Contractor shall maintain the cleanliness of the Amenities indoor space, including the kitchen, meeting rooms, fitness room, and bathroom areas. Contractor shall maintain cleanliness and the general appearance of all of the Amenities indoor spaces. Additionally, Contractor shall fill soap dispensers and paper product dispensers. Contractor shall keep all storage closets in neat and orderly condition and equipment and cleaning supplies shall be properly stored. Contractor shall regularly wipe down of fitness equipment in accordance with industry standards. Contractor shall maintain and clean the Amenities and its facilities, including but not limited to wiping down the pool furniture and fitness equipment as needed, straightening up the meeting room, offices, and fitness center, and supplementing other janitorial maintenance duties in between visits from the janitorial maintenance vendor.
- L. Contractor shall regularly check and test all safety equipment at the Montecito Beach Club Amenity Center, including the pool and pool area and the neighboring playground, and secure and maintain adequate inventory for First Aid kits adequate to the size and operation of the Amenities.
- M. Contractor shall manage customer service complaints and inquiries and coordinate regularly with the District Manager regarding same.
- N. Contractor shall coordinate meeting room rentals in accordance with the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center and other adopted protocols and policies of the District, as amended from time to time
- O. Contractor shall assure that standard accounting procedures acceptable to the District are utilized in connection with the provision of Services under this Agreement.
- P. Contractor shall conduct background checks, at Contractor's expense, of all employees and Staff in accordance with the requirements of Florida law.

- Q. As part of this Agreement, Contractor shall and is expected to furnish, on a weekly basis, the number of hours specified in the Proposal of personnel for On-Site Services and zero (0) hours at janitorial services at the Montecito Beach Club Amenity Center, as more particularly detailed in the Proposal. District reserves the right to add or reduce hours with thirty (30) days' notice and mutual agreement with Contractor.
- R. Contractor shall raise and lower the flag(s) located on the pole(s) in front of the Montecito Beach Club Amenity Center, in accordance with Presidential or Governor's Proclamations..
- S. Contractor shall furnish parking enforcement services pursuant to the Amended Parking and Towing Rules, as amended from time to time.
- T. Office hours will be Monday through Sunday (7 days a week), 9:00 AM to 5:00 PM. The General Manager hours shall be Monday through Friday, 9:00 AM to 5:00 PM. He Weekend Attendant hours shall be on Saturdays and Sundays, 9:00 AM to 5:00 PM. For those times when a staff member of the Contractor is not on site at the Montecito Beach Club Amenity Center (i.e. after hours between 5:00 PM and 9:00 AM) or is otherwise unavailable, Contractor shall be available on a 24/7 basis through an accessible call center telephone line answered by a live person to receive comments, complaints, or concerns, and to address items or concerns requiring immediate attention.
- 3. RECREATION PROGRAMS. As part of this Agreement, the General Manager shall be permitted to schedule/create Recreation Programs and Special Events for the strict enjoyment and benefit of the Members and Non-Resident Members of the District and their respective guests, utilizing funds within the annual amounts budgeted by the District for Special Events.

4. GENERAL CONDITIONS.

- A. It may be necessary for Contractor to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases shall be in accordance with the District Rules of Procedure and the policies of the District Board of Supervisors, shall be coordinated with the District Manager, and shall be fully consistent and compliant with the approved District annual budget for the applicable fiscal year. Any extraordinary purchase not contemplated in the approved District budget shall be approved by the District Board of Supervisors. Any goods, materials, or equipment purchased by Contractor in accordance herewith or on behalf of the District shall be owned by the District.
- B. Costs incurred by Contractor due to emergencies, urgencies, or at the direction of the District, that are the responsibility of the District, shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Contractor.

- C. If Contractor becomes aware of any capital improvements to the Amenities or District property, then Contractor shall make recommendations to the District Manager and shall solicit proposals for consideration. Such recommendations and proposals shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. If capital improvements are to be contracted for by Contractor, instead of the District, Contractor shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvement and any such procurement must be performed in accordance with the District's adopted Rules and Procedures, the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center, the Amended Parking and Towing Rules, and applicable Florida law governing community development districts, as such are amended from time to time.
- D. Contractor is an independent contractor. Contractor's staffing at the Amenities, and in particular, the clubhouse shall consist of On-Site Contractor employees. Contractor shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. Contractor shall have sole authority as an independent contractor in dealing with its employees.
- E. Contractor agrees to cooperate with and advise the District Manager with respect to establishing and amending facility hours, policies and procedures, rules and regulations, and other matters of importance for the smooth operation and management of the Amenities.
- F. Contractor agrees that it shall be responsible for reporting to the District Manager all known problems with the Amenities, its facilities and equipment.
- G. Contractor shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District, except in the case of a real emergency, in which case the prior consent of the District Manager shall be required.

5. TERMINATION.

A. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days written notice of said party's intent to terminate. The District shall pay, in accordance with the terms of this Agreement, the monies owed to Contractor for that period after termination of this Agreement when services were performed by Contractor. In the District's sole discretion, the District may terminate this Agreement without cause and demand Contractor immediately remove its personnel and property from the Amenities; however, if the District makes such a demand, the District shall pay Contractor the monies owed it, as if Contractor had continued to perform under this Agreement for thirty (30) days after the District's notice of the termination of this Agreement without cause.

B. Within fifteen (15) days of the termination of this Agreement, the Contractor shall (i) prepare a full and complete accounting of all transactions in connection with the Amenities, (ii) turn over and deliver to District all records, documents, contracts, agreements, plans, accounts, computer files or other documentation pertaining to the Amenities and this Agreement, and (iii) deliver to District all cash, investments, receivables deposits. Contractor shall be entitled, at its expense, to retain copies of all books, records, etc. pertaining to this Agreement with the exception of any membership lists, address lists for members, owners or residents of the District, and the like. Contractor agrees that it shall cooperate with District to affect an efficient and orderly transition of responsibility with respect to the management of the Amenities upon termination or expiration of this Agreement.

6. INSURANCE.

- A. Contractor shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:
 - (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida, covering all of Contractor's employees, whether or not working at or in connection with the Amenities of the District.
 - (ii) Commercial General Liability Insurance with minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage and \$2,000,000 Aggregate. Comprehensive General Liability Insurance shall include Premises/Operations; Contractual Liability; Personal Injury; Fire; Products/Completed Operations; Broad Form Property Damage; Cross Liability and Severability of Interest Clause; and Incidental Medical Malpractice.
 - (iii) Employer's Liability Coverage with minimum limits of \$1,000,000 Bodily Injury by Accident per accident, \$1,000,000 Bodily Injury by Disease per person, and \$1,000,000 Bodily Injury by Disease policy limit.
 - (iv) Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 Each Claim, \$2,000,000 Aggregate, with a deductible or self-insured retention amount no greater than \$250,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurance under such Professional Liability Insurance.
 - (v) Auto Liability Insurance covering non-owned and hired automobile equipment with minimum limit of \$1,000,000 for injury or death of any person, for any occurrence and property damage.

- B. The District shall be named as an additional insured in all policies of insurance identified in Section 6.A.(ii) above. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policy(ies) of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Contractor.
- C. The monetary limit and types of coverages set forth herein shall not be construed as a limit of the Contractor's liability.

7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor will indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Contractor's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of Contractor's officers, directors, agents, assigns, or employees. Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in the doctrine of sovereign immunity, Section 768.28, Florida Statutes, or any other applicable Florida laws.
- C. To the extent permitted and as authorized by Florida law and the protections afforded the District pursuant to the doctrine of sovereign immunity, Section 768.28, Florida Statutes, and other applicable Florida laws, District will indemnify, save and hold the Contractor harmless and shall defend the Contractor from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of District's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of District's officers, directors, agents, assigns, or employees.

8. BOOKS AND RECORDS; PUBLIC RECORDS.

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
 - 1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 - Upon the request of the District's custodian of public records, provide the
 District with a copy of the requested records or allow the records to be
 inspected or copied within a reasonable time at a cost that does not
 exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise
 provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
 - 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES. TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC 219 LIVINGSTON STREET ORLANDO, FLORIDA 32801 TELEPHONE: 407-841-5524 EMAIL: hmcgaffney@gmsnf.com

- 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- 10. TAXES. Contractor shall pay all applicable sales, consumer use, and other similar taxes required by law. The District is exempt from all federal, state, and local taxes.
- 11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.
- 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.
- 14. CONFLICTS. In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement, Exhibit A and/or Composite Exhibit B, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the Agreement, followed by Composite Exhibit B (Services), and further followed by Exhibit A (Proposal).
- 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor

have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.

245 Riverside Avenue, Suite 250 Jacksonville, Florida 32202 Attn: Roy Deary, Vice President

B. If to District: Montecito Community Development District

219 E. Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Las Olas Square, Suite 600 515 East Las Olas Boulevard Fort Lauderdale, Florida 33301 Attn: Michael J. Pawelczyk, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

17. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor 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 Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor 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 Contractor 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 Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor 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 Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement 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 Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor 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 Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

- 18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.
- 19. ADDITIONAL WORK. Additional services provided under this Agreement with the prior approval of the District Board or District Manager shall be billed at the rates set forth in Exhibit A or in accordance with an approved task order addressing the compensation for the Additional Work.
- **20.** ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.
- 21. SOVEREIGN IMMUNITY. The Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
- 22. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for purposes of any litigation arising out of this Agreement shall be Brevard County, Florida.
- 23. EFFECTIVE DATE. This Agreement shall be effective April 17, 2023, after execution by both the District and Contractor and shall remain in effect unless terminated by either of the District or Contractor.

- 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 25. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.
- 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 28. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT
Print name:	By: Catherine LeCesne, Chairperson Board of Supervisors
Secretary/Assistant Secretary	Date:, 2023
WITNESSES:	VESTA PROPERTY SERVICES, INC., a Florida corporation
	By:
Print name	Print Name/Title:
	Date:, 2023
Print Name	

Exhibit A

Proposal

PRICING

		Propos	ed	
Position	Year 1 April 17, 2023 Sept. 30, 2023		Year 3 Oct.1, 2024 – Sept. 30, 2025	Соптеція
General Manager	\$56,655	\$128,820	\$137,210	2040 hours annually
Facilities Attendant	\$11,018	\$25,511		936 hours annually
Total Amount Monthly	\$11,279	\$12,861		
Total Amount Annually	\$67,673	\$154,331	\$164,775	

ALANDAR LESS.		Hourly	Fees	
Rate Type	Year 1 April 17, 2023 - Sept. 30, 2023	Year 2 Oct. 1, 2023 — Sept. 30, 2024	Year 3 Oct.1, 2024 – Sept. 30, 2025	Comments
Hourfy Rate paid by the District to Contractor for hurricane- emergency cleanup	Vesta Cost Plus	Vesta Cost Plus	Vesta Cost Plus	Vesta Direct employee Cost plus 34% to cover offsite support, expenses and profit.
Hourty Rate paid by the District to Contractor for General Maintenance	Vesta Cost Plus	Vesta Cost Plus		Vesta Direct employee Cost plus 34% to cover offsite support, expenses and profit.
Hourly Rate for set up and Heanup for private rentals, paid by persons renting	\$28.69	\$30.66	\$33.13	

		rojected Ho	urly Rates	
Position	Year 1 March. 13, 2023 — Sept. 30, 2023			Comments
General Manager	\$31.25	\$32.81	\$34.45	
acilities Attendant	\$17.00	\$17.75	\$18.75	

Composite Exhibit B

Services

In addition to those Services detailed within the Agreement, the following tasks and responsibilities are included within the term "Services":

- 1 hour a day, Contractor is to use the golf cart to drive the roadways and look for parking
 violations according to the District's parking policy. Stickers will be provided for the Contractor
 to affix to the vehicle to inform them they have to move it or it will be towed. The Contractor
 will enforce the policy and have vehicles towed, there is a towing company that the District has
 an agreement with.
- Contractor will review all cleaning checklists and either create new ones or modify the existing
 ones and provide a copy to the District Manager of the District for review.
- The General Manager of the Contractor will create a daily and weekly checklist for managing the
 onsite Amenities and General Management of the District to use as a guide for workflow and to
 measure the achievement of responsibilities.
- · Contractor will implement the QR code system which can be used for tracking purposes
- Contractor will handle all Clubhouse activities and Rentals.
- Contractor will handle all new residents, or renters information using the system that the District has in place, issuing gate access devices.
- Contractor will be assist in the budgeting process, making recommendations and creating annual capital improvement plan suggestions.
- Review all invoices and code/approve as directed by the District Manager of the District
- Oversee all the contractors, Landscape, irrigation, tree, pond and other vendors, creating a monthly score sheet to use as a way to measure services being provided.
- Contractor will be on the Security call tree, and the 1st number the company will call.
 Contractor will provide direction to any after service call needs related to security.
- Contractor within 120 days of the Effective Date of this Agreement will create an Emergency Management Plan for the Amenities/District property and review same with the District Manager.
- District will provide the General Manager of Contractor with a \$2,500 (limit) credit card to make purchases for repairs or District items that accounts cannot be set up for.
- General Manager will oversee the Facilities Attendant.
- Daily image and cleanliness of the Facilities is essential.
 - Blow off pool deck, sidewalks at Amenity Center
 - Clean pool chairs, seat cushions
 - Visually inspect facilities and schedule repairs as needed. Light / general maintenance is expected by the Contractor, such as replacing light bulbs, sweeping, mopping as needed.
- Other responsibilities as assigned or directed by the District Manager of the District or the District Board of Supervisors.
- Those tasks and responsibilities set forth in the Montecito Community Development District Pricing Form and the exhibits thereto, attached to this <u>Composite Exhibit B.</u>
- Contractor shall utilize the Facility Attendant's Daily Checklist Form ("Checklist"), or something
 substantially similar thereto on a daily basis. Contractor shall make copies of the completed
 Checklists available to the District Manager or anyone requesting copies of the same. The
 Checklist is included as part of the Composite Exhibit B.

MONTECITO COMMUNITY DEVELOPMENT DISTRICT PRICING FORM

Pricing Instructions: This Pricing Form is intended to cover all the individual and departmental costs associated with performing the scope for the General Management services delivered to the Montecito Community Development District. In order to determine accurate pricing for the services to be delivered to the Montecito Community Development District, proposing companies should refer to the Scope of Services, Qualifications & Licenses, Exhibit "A", the required Hours of Operations & Staffing Levels and Exhibit "B"; which provides the details regarding the work to be performed by the Proposing company if awarded the Final Agreement.

Grand Total: This "Grand Total" must be completed by the Proposing company. The proposed amounts entered should correspond with the scope of services provided in the Scope of Services, Qualifications & Licenses-Exhibit "A"; as well as Hours of Operations & Staffing Levels-Exhibit "B" for the District. Variance from this pricing form, may disqualify a proposing company as determined by the Board.

INVOICING-INCLUSIVE OF ALL COSTS, including Management Fees, Administrative Costs, Corporate-Regional Costs, Payroll and Benefits or other costs incurred by the Proposing Management company. A proposing company's response should include all requirements to anticipate and comply with minimum wage laws and E-Verify.

Position	Year 1 March. 1, 2023 – Sept. 30, 2023	Year 2 Oct. 1, 2023 – Sept. 30, 2024	Year 3 Oct.1, 2024 – Sept. 30, 2025
General Manager	\$	\$	\$
Facilities Attendant	\$	\$	\$
Janitorial	\$	\$	\$
Total Amount-Monthly	\$	\$	\$
Total Amount-Annually	\$	\$	\$

Proposing companies must clearly identify the following hourly rates for Additional Services as may be requested by the District, throughout the term of the Agreement (up to 4 years potentially).

\$	Hourly Rate paid by the District to Contractor for hurricane-emergency cleanup
\$	Hourly Rate paid by the District to Contractor for General Maintenance
\$	Hourly Rate for set up and cleanup for private rentals, paid by persons renting
facilities, payable directl	y to Management Company.

Proposed Hourly Rates: Proposing company must clearly explain staffing levels and quantify individual positions and compensation in its proposal. This section of the Pricing Form is intended to help the District better identify the quality of services it expects to receive; through the Proposing company's initial hourly rates it will pay its employees, and planned CPI adjustments. The table below is ONLY the hourly wage or base salary the company will start their employees at, NOT including payroll taxes or benefits/other employee burdens. The positions listed below, correspond with the positions listed in the Hours of Operations & Staffing Levels, Exhibit "B". The scope of work for each position listed below can be found in the Scope of Services, Qualifications & Licenses, Exhibit "A". A proposing company's response should include all requirements to anticipate and comply with minimum wage laws and E-Verify.

Position	Year 1 March. 1, 2023 – Sept. 30, 2023	Year 2 Oct. 1, 2023 – Sept. 30, 2024	Year 3 Oct.1, 2024 – Sept. 30, 2025
General Manager	\$	\$	\$
Facilities Attendant	\$	\$	\$
Janitorial	\$	\$	\$
Total Amount-Monthly	\$	\$	\$
Total Amount-Annually	\$	\$	\$

EXHIBIT A

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

General Overview:

The Management company shall serve the community in a professional manner, providing residents with enjoyable programs and lifestyle services, while managing the District's numerous amenities. The amenities include, **but are not limited to**, the following: One (1) Amenity Center, one (1) Fitness Center, One (1) Pool, and (1) tot lot. Residents enjoy a variety of special events, programs and activities that maximize the use of the facilities.

Operational Procedures:

- a. The Management company will be a Contractor providing services to a unit of Special Purpose Government known as a Community Development District or (CDD). The Agreement is subject to the oversight of the District Manager.
- b. The Management Company and its employees shall enforce strict discipline and good order among its employees. All Amenity Staff shall have and wear a common uniform with Company's logo represented on all employees' shirts.
- c. The General Manager reports directly to the District Manager, who reports directly to the Board of Supervisors.
- d. The General Manager shall be accountable for upholding the amenity policies, procedures, standards, and expectations related to the Amenities. This includes safe and responsible operations of the amenities. The Management Company will have all of its onsite personnel read and sign a form that states they have read and understand the Amenity Policies, with a signed copy included in their personnel file. A copy of this form shall be submitted to the District Manager.
- e. The Management Company shall complete all the work on the daily, weekly, and monthly Facilities/Janitorial checklists, or otherwise contained within EXHIBITS C. The Management Company shall be required to maintain the checklists by accurately filling out the information on the checklists, including the initials of the person completing the work, in the box of the corresponding day. The checklists can be modified by the Management Company to include other general cleaning and amenity maintenance responsibilities from time to time. The Management Company shall provide updated or revised copies of the checklists to the District Manager for record keeping purposes.
- f. At the end of every month, the General Manager shall scan a clear and readable copy of all completed checklists to the District Manager and send it by email for record keeping. The General Manager shall also keep all originals of the checklists in the General Manager's office for record keeping onsite.
- g. The Management Company shall ensure that ALL staff are and stay CPR, First Aid and AED certified. All new hires will also be required to be certified within the first 30 days of their hire date, and prior to their successful conclusion of training, while working a shift unattended.
- h. The Management company will be required to carry the proper general liability insurance coverages in the amount of \$2,000,000 and name the District, The Board of Supervisors, District Staff and Agents of the District as additional insureds on its policy, providing the COI to the District Manager.

- i. The Management Company shall, on behalf of the District, securely operate and The Districts e-blast account for community-wide communications and e-blasts, using it to promote all amenity activities and notify the residents of important updates as directed by the District Manager.
- j. Collecting Fees: The General Manager shall manage: the issuance of amenity guest passes, Room rentals and security deposits as well as the collection of all the fees in accordance with the current adopted rules, policies, and fees for the Amenity Facilities. All fees will be reported weekly and submitted to the District Manager's office according to the District's policies and internal control procedures for money handling. The General Manager will also provide the Board a Monthly report that includes these revenues/fees in a Monthly General Manager's report that is submitted to the District Manager's office to be included in the agenda for the regular meetings. The General Manager will send a weekly update about important topics and about progress on action items to the District Manager and the Board, this report shall be emailed every Friday.
- k. The Management Company shall oversee, manage, and coordinate all fees and schedules for amenity programs offered to the residents at the Amenity Facilities.
- I. The Management Company shall be permitted to charge residents a reasonable fee for lessons and instructional classes according to the District's policies, and subject to the Board's discretion. The Management Company shall either directly employ or hire subcontractors for these lifestyle programs and classes, (i.e., tennis, yoga, fitness, and other classes), and therefore shall manage any agreements for work that is subcontracted or performed for such services. Those Agreements shall include proof of liability insurance and shall be submitted to the District Manager's office each year. All policies must name the "District, the Board of Supervisors, District Staff and Agents of the District" as additional insureds.
- m. The Management Company shall recognize that there are multiple resident-run programs in the District, and the Management Company shall NOT be entitled to collect revenues or charge fees to the instructors or the residents for those classes. (i.e., aqua-aerobics and move to music).
- n. The Management Company shall monitor the appropriate and safe use and condition of the facilities throughout the day, and follow directions as provided by the District Manager and as defined by policy in an effort to resolve any issues requiring attention on behalf of the residents.
- o. The Management Company shall verify resident and guest identification for use of the facilities through random or scheduled checks of Access Cards and guest passes or photo identification, in accordance with District policy.

Board Super IM Sors

Communication Procedures:

- a. The Management Agreement is overseen and managed directly by the District Manager who reports directly to the District Manager. The Management Company and its representatives shall not interact with Board Members unless specifically directed by the Board of Supervisors for a specific purpose or as determined by the District Manager or District Counsel.
- b. The Management Company should provide updates on new and innovative programs and activities, so as to always offer the highest quality of services in Amenity Management.
- c. Interaction and coordination with other Contractors, such as property management, landscape maintenance, pond maintenance and security services may occur, and the Management Company, its managers and staff are required to do so in a professional manner. All Contractors performing work for the District are under the direct oversight of the General Manager, and the Management Company. Any issues with other professionals should be brought to the attention of the District Manager in order to be resolved.
- d. The General Manager may make budgeting and policy recommendations upon request. Attendance at monthly regular board meetings shall be required. Any requests that the Management Company has, shall first be brought to the attention of the District Manager before it is brought to the Board Meetings for discussion.
- e. The General Manager shall keep a record of Daily Guests, Vendors.
- f. The General Manager will be required to provide a weekly email update on Friday afternoons, updating the Board and Staff on Sales, Amenity Activities, Programs, Staffing Changes, and other Amenity updates.
- g. The General Manager will submit a monthly General Manager's report in writing to the District Manager's office, 10 days before the agenda is to be published, to be included in the Regular Meeting Agenda. The details of this report shall clearly outline the prior months sales information, attendance or usage information, upcoming events, programs, and proposals.
- h. The General Manager shall notify the District Manager immediately or as soon as possible, but, in no case longer than 1 hour after incidents involving accidents, injuries, or if Fire or Law Enforcement has been called. A written record provided by email, of these events shall be completed including witness reports. An electronic copy of these reports shall be emailed to the District Manager and District Counsel within 24 hours of the events for record keeping.

POOL MAINTENANCE SERVICES:

Daily Procedures:

- a. Communicate and coordinate all order purchases and requests with the District's Pool Maintenance Contractor.
- b. Ensure that the contractors maintains the pool equipment and storage while keeping it in good working order, organized, clean and safe.
- c. All chemicals must be stored and locked in areas provided by the District in a safe and responsible manner at all times, following all health and safety/fire codes.
- d. General Manager shall notify the Pool Contractor and District Manager immediately and by email, when pool equipment, pumps, motors, heaters, chemical controllers, flow meter, gauges or any other pool equipment are broken or not operating within proper limits.
- e. General Manager shall notify the District Manager immediately and via email, if there is a fecal incident or contamination; if there are inclement weather conditions or any other issue as defined by code and the pools or spas need to be closed. General Manager shall reopen pools and spas after appropriate corrections have been made, in compliance with governing statutes. The General Manager shall communicate via E-Blasts, all notices of the pools being open and closed, and communicate to class instructors so they can adequately notify residents of such.
- f. The General Manager shall test all chemicals in the pool as often as required by State and Local agencies or additionally if directed by the District. If adjustments are needed, the General Manager must report the issue(s) to the Pool Maintenance company in order to maintain proper levels in accordance with state and local health code regulations.
- g. The General Manager shall write all pool chemical levels on the required state pool chemical log. If chemical levels are found to be outside of the safe and acceptable ranges, the General Manager shall communicate the findings to the Pool Maintenance company and the District Manager by phone and via email, and the pool shall be closed in accordance with state and local health code regulations until the issues are resolved.
- h. Inspect the pool for algae or any other growth and brush the sides of the pools.
- i. No less than once per day, but as often as needed throughout the day, vacuum, brush and skim the pools, clean all scum gutters and tiles.
- j. Blow off all pool decks and surrounding sidewalks, prior to facilities being opened. Vacuum outdoor carpets.

FACILITIES MAINTENANCE

(See the checklists included herein)

General Procedures:

a. The Management Company shall complete all the work on the Daily, Weekly and Monthly Facilities Inspections Checklists or otherwise contained within EXHIBIT C. The General Manager and Facilities Attendants must maintain the checklists by accurately filling out the information on the checklists, including the initials of the person completing the work, in the box of the corresponding day. The checklists can be modified to include other general cleaning and amenity maintenance responsibilities from time to time, and the Management Company shall keep a record of the completed checklists onsite for record keeping purposes.

RESTROOMS AND JANITORIAL SERVICES:

(See the checklists included herein)

General Procedures:

- a. Maintain the general appearance of ALL indoor spaces at the Amenity Center facilities. Storage closets shall be kept in a neat, organized, and safe storage condition.
- b. The Management Company shall be responsible for providing the janitorial staff necessary for performing the daily janitorial duties at the Amenity Center. Due to health and safety concerns, the District requires increased disinfecting and sanitizing efforts throughout the Amenities, including restrooms, showers, fitness, office space, and other commonly used areas where surfaces are frequently touched. The District requires the fitness centers to be cleaned in accordance with Board directed and approved policy, but in every case the periodic sanitizing and disinfecting of District spaces must occur at least twice daily. Once at the beginning of the shift and once at the end of the shift.
- c. Restocking of all soaps, shower gels, toilet paper, paper towels etc. The District shall be responsible for providing all soap dispensers, soaps, shower gels, urinal deodorizers, bathroom fragrance sprays, trash can liner (trash bags), paper product dispensers, paper towels and toilet paper used at both facilities. The Management Company will coordinate all restocking needs and ensure proper invoicing to the District Manager's office in a timely manner to ensure that the facilities are well stocked with additional supplies kept in locked storage.
- d. Vacuuming carpeted areas, treating of stained carpet areas.
- e. Dusting of vents, amenity center furniture, bases, shelves, picture frames, desks and tables, cleaning of all windows, ledges, and blinds.
- f. Mopping all tiled floor areas and base boards with appropriate cleaning agents.
- g. Cleaning and sanitizing all surfaces of the bathrooms including all toilet bases and behind toilets, counters, mirrors, shower stalls.

THE MANAGEMENT COMPANY'S RESPONSIBILITY OF EXPENSES

- a. Any and all costs resulting from the performance of the duties under the scope of the Agreement including the costs associated with the payroll, personnel training, staff uniforms. This includes any overtime which shall not be billable to the District. It should be assumed by the Management Company that their employees may incur overtime, but the Management company's price in response to the RFP shall be inclusive of ALL labor and will be the only price the District pays.
- b. All Amenity office supplies not specifically covered under the "District's Responsibility of Expenses", postage, liability insurance, special events insurance, licenses, bank & credit card expenses, shall be the responsibility of the Management Company and not the District.
- c. The Management Company shall be responsible for any damages caused to District assets due to negligence or from an act of improper maintenance as performed by the Management Company.
- d. All additional software or programming necessary to manage the amenities, not provided by the District.
- e. All personal office supplies, pens, pencils, highlighters, notebook paper, paper clips, stapler, calendars, computer speakers, headsets, etc.

THE DISTRICT'S RESPONSIBILITY OF EXPENSES

- a. The replacement parts of fixed or mechanical equipment related to all Amenities, entrance gates and fencing, and damage resulting in normal wear and tear, natural disaster.
- b. The repair work or replacement costs for the District's amenity facilities, property, and equipment resulting from normal "wear-and-tear" and/or abuse, theft, vandalism, or misuse by patrons of the facilities.
- c. All janitorial supplies used to clean the bathrooms, fitness center and facilities.
- d. All equipment, supplies, cleaners, chemicals, soap and dispensers, hand dryers, paper towel and toilet paper dispensers, paper products for paper towel and toilet paper dispensers.
- e. All drinking water and sanitation supplies for the fitness center used by the patrons in the use of the equipment.
- f. All utility costs such as electric, water and sewer,
- g. The District will provide 1 computer with a working version of Microsoft Office and Adobe software applications, 1 monitor, 1 keyboard and mouse and 1 office printer to be used in the Amenity office.
- h. Printer ink and printing paper, printer service repairs
- i. The District will provide all IT, Cable, and Internet for the Management Company to use to provide the daily management services under the terms of the Agreement.
- j. IT equipment maintenance and repair of District computers shall be completed by the District's IT Contractors, paid for by the District and shall be coordinated by the Management company with the knowledge and approval of the District Manager.

EMERGENCY ACTION PLAN AND SAFETY PROGRAM

The Management company shall develop, implement, and maintain the District's Emergency Action Plan (EAP) and Safety Program for operations at the Amenity Centers. The Emergency Action Plan shall be a detailed plan that includes Preparation, Response and Recovery of the Amenity Center and District Property in the event of natural disasters. The EAP shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations and reporting, providing, and maintaining equipment safety features, and safety record keeping. The Management Company shall comply with all District, State of Florida, Federal and local regulations/orders, rules, policies, and directives, as they pertain to occupational safety and health, the safe operation and security of the amenity facilities.

The Management Company shall provide, at the Management Company's expense, all safety equipment, and materials necessary for and related to the work performed by its employees. Such equipment will include but is not limited to items personal protective equipment (PPE), to protect its employees.

SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING & INSURANCE REQUIREMENTS

Qualifications/Certifications:

- a. The General Manager must be qualified as a (CPO) Certified Pool Operator or (AFO) Aquatics Facility Operator.
- b. All staff will be required to be certified in CPR and AED use per direction of the District. This certification must be maintained.

Licensing Requirements:

- a. Proposing company shall be required to possess all applicable licenses required by state and local agencies, in order to manage the Amenity facilities.
- b. Must successfully manage the amenity facilities and pass all health and safety inspections by local governments such as Fire Safety Inspections and Health Inspections.
- c. All Employees of the Management Company who will perform work on the District Property must possess a valid Driver's License.

Insurance Requirements:

a. The proposing company shall be required to provide proof of \$2,000,000 general liability insurance that also names the District, Board of Supervisors, District Staff and Agents of the District as additional insureds. This must be submitted to the District Manager at the time the Agreement begins. Failure to meet this requirement will exclude a proposal from consideration. All instructors shall be included under the proposing company's insurance coverage or if hired as a subcontractor, the instructor must provide proof of at least \$1,000,000 general liability. It is required upon request to show proof of insurance of all subcontractors.

EXHIBIT "B" General Management Services

HOURS OF OPERATIONS & STAFFING LEVELS

NORMAL STAFFING HOU	RS OF OPERATION
Amenity Center (Sunday-Saturday)	8:00 a.m 5:00 p.m.

Special Notes for Proposing companies, when submitting bids:

- New Year's Day, Thanksgiving and Christmas, are assumed to be paid holidays for the Management Companies employees, paid for by the management company.
- Allowed 15 minutes prior and 15 after shift, for clock in/out to open and close the facilities.
- Lunches and Breaks require a sign to be posted.
- The General Manager shall be present for all major special events.
- The General Manager shall work at least 1 weekend a month, this can be a partial shift, to evaluate Facilities Attendants performance.
- Lifestyle programs, planning, administration, and communication of all special events are part of the responsibilities and under the oversite of the General Manager.
- Uniforms shall be provided by the Management Company to ALL employees, with the Amenity Company's Logo, this cost shall be at the expense of the Management Company
- The General Manager shall ensure that all doors are locked at 5:00 p.m. before leaving.
- The General Manager shall be the primary point of contact for all Alarm calls after hours.

Holiday Schedule	Staff	ing Hours	Specia	al Notes	Hours				1
New Years-Day	8:00 s.m.	to 13:00 p.m	Close Early	fer-Hollday	4.5		_		
Easter		Closed	Closed-Holid		0	1			
Memorial Day	8:00 a.m	. to 3:00 p.m.	Close Early	for Holiday	7.5				
Juneteenth	8:00 a.m.	to 12:00 p.m.	Close Early	for Holiday	4.5				
Independence Day	8:00 a.m	. to 3:00 p.m.	Close Early	for Holiday	7.5	7	1		
Labor Day	8:00 a.m	. to 3:00 p.m.	Close Early	for Holiday	7.5	7			
Veterans Day	8:00 a.m.	to 12:00 p.m	· Close Early	for Holiday	4.5	7			
Thanksgiving Eve	8:00 a.m.	to 12:00 p.m	- Close Early (for Hollday	4.5	7			
Thanksgiving Day		Josed	Closed-Holid	lav	0	7			
Christmas Eve	8:00 a.m.	to 12:00 p.m	· Close Early 1	for Holiday	4.5	_			
Christmas Day		Josed	Closed-Hollo	day	0	7			
New Years Eve	8:00 a.m.	to 12:00 p.m	· Close Early 1	or Holiday	4.5	7			
New Years Day		losed	Closed-Holic		0	7			
Martin Luther King Day	8:00 a.m.	to 12:00 p.m	Close Early 1	or Holiday	4.5	7			
			Billable Hours		54				
*Holidays and hours are sub					ding purpose	s as shown a	hove	1	
**Holiday hours are billable	at time and a	half and shou	ld be calculate	d in the tota	Annual price	e of the nrow	seal.	j	
***The total hours above to	ke into conside	eration 15 mlr	utes prior and	15 minutes	after for one	ning and clos	ing procedures	1	
The management of the second o	*****	Calling College of the State of	The state of the s	PROPER PROPERTY AND STATE OF	oritor to ope	mp ond do	ing procedures	-	
Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
General Manager	9.00	9.00	9.00	9.00	9.00	THE REAL PROPERTY.	100000	45.00	2340.00
Facilities Attendant				1	1	9.00	9.00	18.00	936.00

The Annual Hours is not an exact amount, and does not take into consideration Holiday Hours or other special considerations that are covered in the scope of services.

EXHIBIT C

The Following Checklists Are An Example Of What Will Be Expected To Be Created By The Management Company, Specific To The District's Facilities Needs. This Is Only An Example.

FACILITY ATTENDANT'S DAILY CHECKLIST, CREEKSIDE Te closing of each week.

Week of FACILITY ATTENDA Initial after completed then submit to GM at the closing of each week.

					•	Outsuing Chiff.
MON	I Uses	Wed Thur	=	ž	Zmu	Opening snirt
						Opening Duties:
						Open Fitness Room - turn off alarm.
						Clock-in and sign in the pass down log.
						Fitness Room: check equipment, water, cups & towels. Wipe down and organize cubbies.
						Open bathrooms - check toiletry, hand towels (both dispensers), soap dispensers & replace as
		+				needed.
						Pool deck: check for trash and debris. Check alignment and wipe down all chairs and tables.
						Pool area: check chemicals, flow and temperatures in pool, spa & kiddie pool - record on daily chemical log
						Croquet Courts: check for trash. Wipe down all chairs. Put out umbrellas as needed.
						Check both parking lots for trash & debris. Blow off pool deck, basketball courts & walkways. Squeegee
T		1	1			(in ordinalis weare)
						wipe down an outside benches & water coolers (playground, croquet court, pool deck) and playground equipment.
						Check weekly & monthly duty log and complete duties assigned for each day.
						Check incoming residents and guests for proper I.D ALL GUESTS MUST BE REGISTEREDIII
						Check in vendors & maintain vendor log - ALL VENDORS MUST SIGN IN!!!
	SING SI				100	Mid Shift
						Clock-in and sign in the pass down log.
						Fitness Room: check equipment, water, cups & towels. Wipe down and organize cubbies.
		_				Check bathrooms - clean & restock as needed (both dispensers).
						Pool area: Check for trash; check alignment & wipe down all chairs & tables.
						Check both parking lots for trash & debris. Blow off pool deck, basketball courts & walkways. Squeegee
T	+	+	_			Wine down and clean ground lights and garhage cans
t	-	1				Approximate Access 51 out a gall agained Calls.
	-					Pool area: cneck cnemicals, flow and temperatures in pool, spa & kiddle pool - record on daily chemical log raport any readings outside of limits to logify magnet
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t	+	-				Check incoming residents and guests for proper ID - All Giller's Milet Be perior per in
-						Croquet - check for equipment in box. Bring in all umbrellas
	NO THE STATE OF				No. of Persons	
П	_					Pool area: take out all trash, check alignment and wipe down all chairs & tables. Put down umbrellas.
	_					Fitness Room: wipe down all equipment, straighten cubbies and place used towels in bag in
\forall	+	-				equipment room.
						Fitness Room: take out all trash and vacuum floors.
	-					Bathrooms - check toiletry, hand towels (both dispensers) and soap dispensers. Lock all 3 doors.
7	-					Fitness Room: turn off all lights, fans & set alarm. Lock doors,
						Sign out of pass down low turn off lights slock out look assignment and all the sign of

Signature

General Manager: Print Name_

Martecto

Wee	Neek of						Daily Pool Service - CREEKSIDE	
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						-	Unlock and setup pump room	
						-	Test and log water chemistry in all applicable bodies of water	
						\dashv	Adjust water chemistry	
					\Box	\dashv	Vacuum pools	
						\dashv	Clean all filters and skimmers where applicable	
						\dashv	Inspect chemical feeders and controllers	
						\dashv	Check all injection lines, connections, gauges, ect	
						\dashv	Sump Pump Inspections for all that apply	
						\dashv	Inspection of all plumbing for leaks and functionality	
						\dashv	Tidiness and maintenance cleaning of all paks (coffins)	
							Inspect autofill and float switches	
						\dashv	Functionality of mechanized equipment	
					4	\dashv	Check and log chemical inventory, report needs as they occur	
					\Box	\dashv	Add chemicals to pools where needed (Bicarb and Acid)	
						\dashv	Drain stations and Phosphate treatments as needed	
						-	Non COC repairs (pumps, tubing, ferrels, etc.)	
						_	Routine QC inspections and checklists for Health Department regulations	

General Manager: Print Name____

Signature

FITNESS CENTER SERVICES CREEKSIDE
FACILITY
Spealing, and sanitary facilities for

DATE:

We are pleased and proud to provide clean, appealing, and sanitary facilities for the convenience and enjoyment of our Residents!

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TO OUR RESIDENTS. IF THIS RESTROOM IS NOT CLEAN TO YOUR SATISFACTION AND ADEQUATELY STOCKED, PLEASE TELL A NEARBY FACILITY ATTENDED ON CALL THE OFFICE AND LET US KNOW.

Montecito

Wee	Week of						Pool and Spa Health Department QC - CREEKSIDE	
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Mon	Tues	Wed	Thur	Ξ	Sat		at Sun	
							Make sure all permitting is posted and accessible	
							Make sure chemical logs are present and up to date readings have been taken daily	
					_	\dashv	Check to insure there is no loose railing leading into the pool	
							Check to insure pool deck is free and clear of any tripping hazards	
						\dashv	Check to insure pool surface is in good working condition	
						-	Inspect coping and tile to insure there is not chipping, sagging or separation	
							Check depth markers (Florida Building Code)	
							Check step markings (FBC)	
						_	Suction Outlets - 514.0315(1)	
						\dashv	Main drain inspections insuring functionality and that they are not cracked/damaged/missing	
						\dashv	If sand filters are present have a log of maintenance	
							Inspect gutter grates / skimmers to insure functionality	
						\dashv	Lighting both inside and outside of pool	
						\dashv	No dive markings are visible (FBC)	
						_	Inspect Sheppard's hooks to insure thy are in proper working condition	
						\dashv	Flow readings need to be posted by each flow meter	
						_	Check to insure all chemical controllers and Stenner's are functioning properly	
					_	_	Pump Rooms are clean and organized	
					\Box	\dashv	Check chemical storage bins to insure they are clean and organized	
						_	Check all signage to insure verbiage is updated and all HD guidelines are being included	
							Check all sump pumps to insure functionality	

9
Signatu

MONTECITO COMMUNITY DEVELOPMENT DISTRICT ETHICS POLICY & CODE of CONDUCT for BOARD of SUPERVISORS

The Board of Supervisors of Montecito Community Development District ("District") has adopted the following ethics policy for its Supervisors ("Ethics Policy"). This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical behavior. Members of the Board of Supervisors of the District are "Public Officers" as described in Sections 112.311-3261, Florida Statutes ("Code of Ethics") and are subject to the provisions thereof. In the event of any conflict between the Code of Ethics and this Ethics Policy, the Code of Ethics shall control.

A. BOARD RESPONSIBILITIES

The general duties of Supervisors are set forth in Chapter 190, Florida Statutes. To fulfill this duty, Supervisors must:

- Regularly attend Board meetings.
- Review material provided in preparation for Board meetings.
- Be prepared to discuss agenda items.
- Make reasonable inquiry before making decisions.

B. PROFESSIONAL CONDUCT of SUPERVISORS

- 1. <u>Self-Benefits</u>. Supervisors are prohibited from making any decisions that material benefit themselves or their family members. Accordingly, no Supervisor may:
 - Solicit or receive any compensation from the District for serving on the Board, except that Board Supervisors are entitled to receive compensation as set forth in Fla. Stat. §190.006(8).
 - Make promises to any vendor without prior approval of the Board. Supervisors shall not separately negotiate with vendors and instead, permit District Management and staff to interact with and manage vendor solicitations and vendor contracts.
 - Solicit or receive any gift, gratuity, favor, entertainment, loan or any other thing of value for themselves or their relatives from any person or company who is seeking a business or financial relationship with the District.
 - Seek preferential treatment for themselves or others.
 - Use District property, services, equipment or business for the specific gain or benefit of themselves or their relatives, except as is provided for all residents of the District.
- 2. <u>Public Records; Confidential Information</u>. Florida has a broad public records law set forth in Chapter 119, Florida Statutes. Supervisors are obligated to comply with such provisions with regard to public records in their custody and should make sure that the District Manager, as custodian of public records, is provided copies of all public records that come into the Supervisors 'possession. Public records include, but are not limited to, emails, text messages, voice mail messages, letters and any other documents pertaining to the District. Chapter 119 creates limited exceptions from disclosure and treats only certain matters as confidential. The Supervisors should consult with and refer questions on disclosure of public records to the District Manager and District Counsel.
- 3. <u>Sunshine Law</u>. The business of the District must be conducted in accordance with Chapter 286, Florida Statutes, commonly referred to as the Sunshine Law. The Sunshine Law prevents Supervisors from conducting public business of the District other than at duly noticed meetings open to the public. As such, Supervisors should not discuss public business likely to come before the Board in any other forum, including email and social media. Supervisors should refer any questions about the Sunshine Law to District Counsel.
- **4.** <u>Misrepresentation</u>. Supervisors may not knowingly misrepresent facts. All District data records and reports must be accurate and truthful and prepared in a truthful manner.

- **5.** <u>Interaction with Others</u>. To ensure efficient management operations, avoid conflicting instructions from the Board and District Management and to avoid potential liability, Supervisors shall observe the following guidelines:
 - The chairperson of the Board shall serve as liaison between the Board and District Management and provide direction on day-to-day matters. Supervisors may contact District Management to obtain documents and other data necessary to make informed decisions and carry out assigned liaison duties.
 - The chairperson of the Board and the District Manager shall serve as liaison with District Counsel regarding all legal matters pertaining to the District. Supervisors may contact District Counsel with questions regarding their own conduct as it pertains to the District. In general, projects in which District Counsel is expected to devote substantial time, including all litigation matters, should come at the direction of the majority of the Board during a public meeting.
 - Except for the chairperson when directed by the Board, Supervisors shall not give direction to District management or vendors. Further, as per Section 190.007, Florida Statutes, the District Manager is responsible for hiring and terminating the employment of vendors for professional, maintenance, supervisory, and other services as authorized by the Board. Supervision of vendors shall be conducted by the District Manager and the General Manager.
 - Supervisors are prohibited from harassing, intimidating or threatening District vendors, management, other Supervisors, and residents, whether verbally, physically or otherwise.
 - When interacting with residents, individual Supervisors may not make any commitments or decisions on behalf of the Board without prior approval by Board action.
- **6. Proper Decorum.** Supervisors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the Board, they must act with respect and dignity and not make personal attacks on others. Accordingly, Supervisors must focus on issues, not personalities, and should conduct themselves with courtesy towards each other, towards District Management, managing agents, District Counsel, vendors and members of the District. Supervisors shall act in accordance with collective Board decisions and shall not act unilaterally or contrary to the Board's decisions. All correspondence regarding the Board's position on a matter shall either come from the chairperson, District Manager or if necessary, District Counsel, after consultation with the Board at either a regular or special meeting.
- 7. <u>Conflicts of Interest</u>. Supervisors must immediately disclose any conflict of interest, whether their own or others to the District Manager. Supervisors must withdraw from participation in decisions in which they have a material interest. Supervisors are directed to the provisions of the Code of Ethics when determining if a conflict of interest exists in a particular situation. Additional questions can also be directed to District Counsel.

C. ATTENDANCE

Supervisors are required to attend all Board meetings. Supervisors cannot be absent from more than three (3) Board meetings in one calendar year. Supervisors 'ability to attend Board meetings by telephone is limited to three (3) times in one calendar year. Any exemptions must be Board approved.

D. VIOLATIONS

Supervisors who violate the District's Ethic Policy are deemed to be acting outside the course and scope of their authority. Any Supervisor in violation of this policy will first receive a warning letter from District Council. Further or continued violations may subject the Supervisor to public reprimand, immediate censure by the Board and/or referral to the Florida Commission of Ethics where appropriate.

I have read the above Ethics Policy. I pled	ge to act in accordance with my obligations as described above.
SIGNATURE:	Date:
PRINT NAME:	



April 24, 2023

Montecito CDD c/o Governmental Management Services

RE: Reserve Study Update with Site Inspection Montecito CDD 208 Montecito Drive Satellite Beach, FL 32937

Dear Board of Directors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection and recommendations for Montecito CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Montecito CDD was established in 2005 according to Brevard County Official Records. Currently, Phases 1A, 1B, 2A, 2B, 2D have been completed. Phase 3A was started in 2022. The housing composition is 127 single family residential lots, 294 townhome lots, and 400 condominium units. Central to the District is the amenity center, which was built in 2006-2007. There is also a pool area and a playground. The district also maintains the ponds, stormwater drainage, roads, and the entry areas. The community is located in Satellite Beach, Brevard County, Florida. The following reserve will be included in the report:

- Clubhouse and Related Equipment
- Playgrounds
- Pool Area and Equipment
- Entry Areas and Monuments
- Street Lights
- Streets
- Sidewalks

- Landscaping
- Irrigation
- Stormwater Drainage
- Retention Ponds
- Walls and Fencing
- Fountains
- Any Other Items Specified by You

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a reserve study update with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements from a CAI-designated Reserve Specialist.
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the first day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations

- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, reclaimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update with Site Inspection (Level-2)

\$5,000

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi

Florida General Contractor #CGC-019465 State-Certified General Appraiser RZ110

aul Halli

Steven Swartz, RS

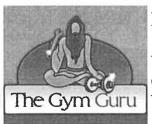
Reserve Specialist Designation No. 214 State-Certified General Appraiser RZ3479

Steven M. Swanty

Accepted by Signature:

Date

Accepted by Printed Name:



Date: _____

Customer

Montecito CDD

Brown Fitness Services, LLC

1082 Old Millpond Road Viera, FL 32940 (321) 254-9966

brownfitness@thegymguru.com

Quote

\$675.00

Date	Quote #
2/1/2023	3260

219 E. Li	ivingston Street FL 32801			S The second sec
Qty	Description		Rate	Total
v	Preventative Maintenance - Quarterly 2023 PM of all equipment: Inspect and check for proper function. Clean, Lube & A components as necessary (refer to scope of work document for further details). Equipment to be serviced: 2 Lifefitness Treadmills 2 Lifefitness Ellipticals 1 Lifefitness Upright bike 1 Lifefitness Recumbent bike 4 Single station strength machines 2 Dumbbell benches	djust	225.00	675.00
Terms:P	M billed quarterly- net 30	Subtotal	 	\$675.00
,	Approved By:	Sales Ta	ax (0.0%)	\$0.00
		Total		\$675.00

Premises



Relationship Money Market Truth-in-Savings

This disclosure contains information about certain features of your BankUnited, N.A. ("BankUnited") Relationship Money Market Account (the "Account"). Please refer to our Depositor's Agreement and applicable Schedule of Fees for additional terms and conditions that govern your Account with us.

Minimum balance to open the account - \$100.00

Minimum daily balance required to earn interest - None

Monthly Maintenance Fee - \$15.00

To avoid the imposition of a monthly maintenance fee you must maintain a minimum daily balance of \$2,500.00 in the Account during each statement cycle.

Rate Information – This Account earns interest at a variable rate. The interest rate and the annual percentage yield (APY) for your Account depends upon the applicable rate tier. The current interest rates and annual percentage yields for the applicable tiers are as follows:

Tier 1 – if the daily balance in the Account is between \$0.00 and equal to or less than \$9,999.99, the interest rate for the account is <u>3.92</u>% with an annual percentage yield (APY) of <u>4.00</u>%.

Tier 2 – if the daily balance in the Account is \$10,000.00 or more, the interest rate for the account is 3.92% with an annual percentage yield (APY) of 4.00%.

The interest rate and annual percentage yield for these tiers may change at any time, at our discretion.

Determination of Rate - The interest rate and APY on your Account are variable and may change at any time at our discretion without notice or limit.

Frequency of Rate Change – We may change the interest rate on your Account as often as daily without notice.

Compounding Frequency - Interest will be compounded monthly.

Crediting Frequency - Interest will be credited to your Account monthly.

Effect of closing your Account - If you close your Account before interest is credited, you will not receive the accrued interest.



Balance computation method - We use the daily balance method to calculate the interest on your Account. This applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e. checks).

Transaction Limitations — We may limit certain types of withdrawals and transfer transactions you may make from a savings or money market account to a maximum combined total of six (6) per month or monthly statement cycle. ATM or in-person withdrawals/transfers are not included in these transaction limitations. An Excessive Transaction Fee (see below for the current fee) may be assessed for each transaction in excess of these limitations. Please refer to your Depositor's Agreement for additional details.

Excessive Transaction Fee - \$9.00

Notice Requirement – As required by federal regulations, we reserve the right to require you to provide written notice at least seven (7) days prior to an intended withdrawal from your Account.

Early Closeout Fee – A \$15.00 early closeout fee will be assessed if the Account is closed within 180 days of the Account opening date.

SECTION B

Lock Haven-1 1370-C Hwy. A-1-A Satellite Beach, FL 32937 USA

Voice: (321) 779-0340

Fax:

Quoted To:

Montesito CDD 208 Montesito Dr Satellite Beach, FI 32937

QUOTATION

Quote Number: 4/18/23-1 Quote Date: Apr 18, 2023

Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
Montesito CDD	5/18/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Service call	70.00	70.00
12.00		RX Mortise cylinders (Doors with panic bars)	45.00	540.00
8.00		RX regular key cylinders (for levers &	45.00	360.00
		deadbolt locks)		
1.00		Single cylinder deadbolt (Kitchen door)	40.00	40.00
1.00		Double cylinder deadbolt (Gym door from	60.00	60.00
		club house)		
20.00		RX rekey & Mk (MK & Sub key)	60.00	1,200.00
10.00		RX keys cut (Possible stamped if	5.00	50.00
		requested) (3 MK & 7 sub keys)		
5.00		Hrs labor to remove all old cylinders &	70.00	350.00
		replace with RX new cylinders		
		***50% WILL BE REQUIRED UP FRONT		
		TO ORDER LOCK HARDWARE &		
		SCHEDULE WORK TO BE COMPLETED		

		***THIS PROPOSAL IS ONLY FOR WORK		
		SPECIFIED DOES NOT INCLUDE ANY		
		REPAIRS OR REPLACING OF EXISTING		
		HARDWARE DUE TO WARE & TARE***		•
		***IF APPROVED PLEASE SIGN & EMAIL		4.
		BACK TO ME FOR OUR RECORDS***		41 q
		*** WHEN I RECEIVE THE SIGNED		7)
		PROPOSAL & 50% I WILL ORDER		_' 1
		HARDWARE. ONCE I RECEIVE		
		HARDWARE I WILL SCHEDULE WORK***		
			Subtotal	2,670.00
			Sales Tax	
			TOTAL	2,670.00