



**MONTECITO
COMMUNITY DEVELOPMENT
DISTRICT**

**BREVARD COUNTY
REGULAR BOARD MEETING
JANUARY 10, 2024
9:30 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.montecitocdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

**AGENDA
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Montecito Beach Club

208 Montecito Drive

Satellite Beach, Florida 32937

REGULAR BOARD MEETING

ZOOM LINK: [HTTPS://US02WEB.ZOOM.US/J/3341025012](https://us02web.zoom.us/j/3341025012)

CALL IN: (305) 224 1968 MEETING ID: 334 102 5012

January 10, 2024

9:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments From the Public Related to Agenda Items (Limited to 3 Minutes per Person)
- F. Approval of Consent Agenda
 - 1. December 13, 2023 Regular Board Meeting Minutes.....Page 2
- G. Landscape and Irrigation Report
 - 1. ProGreen.....Page 7
 - 2. Poinciana Arborist Report.....Page 11
- H. Old Business
 - 1. Status of Consumptive Use Permit (CUP) Compliance
 - 2. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
- I. New Business
 - 1. Consider Resolution No. 2024-01 – Policy Spending Authority Goods and Services.....Page 16
 - 2. Discussion Regarding DM/GM Agreement and Scope of Work
 - 3. Consider Resolution No. 2024-02 – Amending the Adopted Rules, Policies, and Fees for the Amenity Center.....Page 19
 - 4. Discussion Regarding Discontinuing/Clarifying the Usage of the Current Mailchimp Account for Emails to Residents
 - 5. Update on Towing Policy for Parking Violations.....Page 30
 - 6. Update on Stop Sign Install at Palos Verde & Point Lobos Drives Intersection.....Page 31
 - 7. Consider Approval of Policy Proposal for "Resident Only" Social Gatherings
 - 8. Discussion Regarding South Patrick, Afternoon, Vehicle Exit Gate Schedule
 - 9. Consider Approval of Request for a New Budget Line Item
 - 10. Consider Approval of Modifying Reservation Form.....Page 33
- J. General Manager’s Report and Related Business Items
 - 1. General Manager’s Report.....Page 36
 - 2. Homeowner Request
 - 3. Supervisor Request

K. Administrative Matters

1. Legal Report
2. Engineer Report
3. Managers Report

a. Financials.....Page 37

L. Board Member Requests

M. Comments From the Audience

N. Announcement of Next Scheduled Board Meeting

O. Adjourn

A Daily Publication By:



MONTECITO COMMUNITY DEVELOPMENT
2501 BURNS RD STE A

PALM BEACH GARDENS, FL, 33410

Ad#5835202 09/29/2023
BOARD OF SUPERVISORS'
MEETING DATES
MONTECITO COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said
legal clerk, who on oath says that he or she is a Legal
Advertising Representative of the **FLORIDA TODAY**, a daily
newspaper published in Brevard County, Florida that the
attached copy of advertisement, being a Legal Ad in the
matter of

Notice of Meetings

as published in **FLORIDA TODAY** in the issue(s) dated:
or by publication on the newspaper's website, if authorized,
on

09/29/2023

Affiant further says that the said **FLORIDA TODAY** is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and has
been entered as periodicals matter at the post office in
MELBOURNE in said Brevard County, Florida, for a period of
one year next preceding the first publication of the attached
copy of advertisement; and affiant further says that he or
she has never paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication
in the said newspaper.

Sworn to and Subscribed before me this 29th of September
2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: \$256.89

Ad No: 0005835202

Customer No: BRE-0000002006

This is not an invoice

of Affidavits 1

The Board of Supervisors of the
Montecito Community Development
District (the "District") will hold their reg-
ular meetings for fiscal year 2023/2024
at 9:30 a.m. at Montecito Beach Club,
203 Montecito Drive, Satellite Beach,
Florida 32937, on the following dates:

October 11, 2023
November 8, 2023
December 13, 2023
January 10, 2024
February 14, 2024
March 13, 2024
April 10, 2024
May 8, 2024
June 12, 2024
July 10, 2024
August 14, 2024
September 11, 2024

The meetings are open to the public and
will be conducted in accordance with
the provision of Florida law for com-
munity development districts. The meet-
ings may be continued to a date, time,
and place to be specified on the record
at the meeting. Copies of the Agendas
for any of the meetings may be ob-
tained from the District's website at
www.montecitocdd.org or by contacting
the District Manager at 1-877-737-4922
five (5) days prior to the date of the par-
ticular meeting.

There may be occasions when one or
more Supervisors or staff will participate
by telephone. Pursuant to provisions of
the Americans with Disabilities Act, any
person requiring special accommoda-
tions at this meeting because of a disa-
bility or physical impairment should con-
tact the District Office at (561) 630-4922
at least 48 hours prior to the meeting. If
you are hearing or speech impaired,
please contact the Florida Relay Service
by dialing 7-1-1, or 1-800-955-8771 (TTY)
/ 1-800-955-8770 (Voice), for aid in con-
tacting the District Office.

Any person who decides to appeal any
decision made at the meeting with re-
spect to any matter considered at the
meeting is advised that person will need
a record of the proceedings and that ac-
cordingly, the person may need to en-
sure that a verbatim record of the pro-
ceedings is made, including the testimo-
ny and evidence upon which such appeal
is to be based.

Meetings may be cancelled from time to
time without advertised notice.

District Manager

MONTECITO COMMUNITY
DEVELOPMENT DISTRICT

www.montecitocdd.org

AMY KOKOTT
Notary Public
State of Wisconsin

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING MINUTES
DECEMBER 13, 2023**

A. CALL TO ORDER

The Regular Board Meeting of the Montecito Community Development District (the “District”) was called to order at 9:30 a.m. at 208 Montecito Drive, Satellite Beach, Florida 32937.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Florida Today* on September 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Catherine LeCesne, Ed Henson, Tanja Glynn, Richard Wellman and Eric Smith.

Also in attendance were District Manager Frank Sakuma of Special District Services, Inc.; Associate District Manager Stephanie Brown of Special District Services, Inc.; Attorney Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; Engineer Stef Matthes of Culpepper & Terpening; and General Manager Denisse Grimm of Vesta Property Services.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Sakuma asked for the following items to be added to the agenda:

- Brevard Electric Services proposal
- Insight irrigation renewal proposal
- Homeowner request from Liz Ryan

There were no further additions or deletions to the agenda.

Ms. LeCesne discussed the miscommunication about the fees that were to be waived for the December 10th community event. It was clarified that rental fees are separate from a security deposit that would be held for potential damages, which is also stated in the rental agreement. Ms. Grimm explained that the organizing party thought that the waiving of fees at the prior board meeting included the security deposit and suggested more clarification from the board moving forward. Ms. Glynn and Ms. LeCesne agreed with Ms. Grimm. Ms. Grimm suggested changing the deposit form verbiage to state no later than 3 days before an event as opposed to a week. Mr. Smith stated that if a security deposit is not received, then an event should not be held. Mr. Wellman suggested no deposit be required for community events unless serving alcohol. Mr. Henson suggested implementing a point of contact person for future events. Mr. Pawelczyk explained the other liability protections that are in place outside of requiring a security deposit.

E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

Carol Wellman reported that the community center event on December 10th went well. She did not agree with residents being required to provide a security deposit for events but agreed with signing the rental agreement form. Ms. Wellman also thanked Ms. LeCesne for the donated appliances.

James Bourdeau asked if power washing would be done on the sidewalks for 2023, and for an update on the pedestrian gates repairs.

F. APPROVAL OF CONSENT AGENDA

1. November 8, 2023, Regular Board Meeting Minutes

A **motion** was made by Ms. Glynn, seconded by Mr. Wellman and passed unanimously approving the November 8, 2023, Regular Board Meeting minutes, as presented.

G. LANDSCAPE & IRRIGATION REPORTS

1. ProGreen

Mr. Sakuma announced the report was included in the Board package and Rusty Kahue from ProGreen was in the audience to answer questions. Mr. Kahue brought crimson rock and mulch samples for what was to be installed in the roundabout and entrance to Shearwater, and bench lot. He reported that four trees along Montecito Drive were damaged due to being planted too deep and discussed the plan for repair.

H. OLD BUSINESS

1. Status of Rock Installation by Vue Fence

Mr. Sakuma updated those in attendance with his efforts at asking the adjacent developer to the east to cost share in the rocks along Carlsbad Drive. He still has not received a response from the adjacent developer and notified the Board that the CDD would have to cover the entire cost. Mr. Sakuma will continue to reach out. Board consensus was to table the project.

2. Status of Consumptive Use Permit (CUP) Compliance

District Engineer Stef Mathes provided the Board with an update on the CUP compliance. He stated that the permit had been reviewed and that he would need to meet with Insight to discuss the protocol on reporting, as well as meeting with St. Johns River Water Management to discuss expectations and when the permit should be updated.

3. Status of Parcel Conveyances

Mr. Pawelczyk provided the Board with an update on his work with the District Engineer on parcels which need to be transferred to the District. He discussed elements of the tri-party agreement as well as utilizing an encroachment agreement in lieu of the survey process.

4. Discussion Regarding Aquatic Maintenance

Mr. Sakuma announced that the proposal was included in the Board package and that representatives from Solitude were in the audience to answer any questions regarding their submitted proposal. After Board discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Wellman and passed unanimously terminating the agreements with the current aquatic and fountain maintenance vendors. Then a **motion** was made by Mr. Wellman, seconded by Ms. LeCesne and passed unanimously to move forward with Solitude Lake Management as the new aquatic maintenance vendor, instructing staff to engage with Solitude Lake Management to negotiate the agreement and further authorizing the Chair to execute the contract.

5. Consider Proposals for Replacement of 400 amp Panel Board

After Board discussion, a **motion** was made by Mr. Wellman, seconded by Ms. Glynn and unanimously passed approving the proposal from Brevard Electric Services in the amount of \$5,923.00.

6. Discussion Regarding Resolution No. 2023-06 – Providing District Manager with Limited Discretionary Spending Authority

This item was discussed in conjunction with item No. 4 under New Business.

I. NEW BUSINESS

1. Consider Approval of First Amendment to Landscape/Grounds Maintenance Services Agreement

After Board discussion, a **motion** was made by Mr. Wellman, seconded by Ms. LeCesne approving the amendment of the scope of services with respect to hedge/bush trimming heights. Upon being put to a vote, the **motion** carried 4 to 1 with Mr. Smith dissenting,

2. Consider Acceptance of Donation of Clubhouse Kitchen Appliances

After Board discussion, a **motion** was made by Ms. Glynn, seconded by Mr. Smith, and unanimously passed accepting the donation of clubhouse kitchen appliances.

3. Consider Resolution No. 2023-22 – Declaring Surplus (Kitchen Appliances)

Mr. Sakuma presented Resolution 2023-22 entitled:

RESOLUTION NO. 2023-22

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING CERTAIN TANGIBLE PERSONAL PROPERTY OF THE DISTRICT, INCLUDING KITCHEN APPLIANCES FROM THE MONTECITO AMENITY CENTER, AS SURPLUS AND AUTHORIZING THE DISTRICT MANAGER TO SELL OR DISPOSE OF SAID PROPERTY AS EXPEDITIOUSLY AS POSSIBLE IN ACCORDANCE WITH CHAPTER 274, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

After Board discussion, a **motion** was made by Ms. Glynn, seconded by Mr. Smith, and unanimously passed approving and adopting Resolution No. 2023-22, as presented.

4. Discussion of Budget and Expenditure Process

Ms. LeCesne provided an explanation of the project executive summary submitted in the Board package. After Board discussion, Board consensus was to create a process to move projects forward.

After Board discussions on Resolution No. 2023-06- Providing District Manager with Limited Discretionary Spending Authority, a **motion** was made by Ms. LeCesne, seconded by Ms. Glynn amending section two - Amenity Manager authorization was reduced from \$5,000 to \$2,500; amending section three - District Manager authorized to make certain expenditures and purchases up to \$15,000 was reduced to \$5,000; and any emergency expense over \$5,000 to be approved by the Chair or Vice Chair in the Chair's absence. Upon being put to a vote, the **motion** carried 4 to 1 with Mr. Wellman dissenting.

5. Discussion of CDD Website Homepage

The Board directed the District Manager to add the Amenity Center Rules, Parking and Towing Rules and Access Easement Rules to the CDD website.

6. Discussion of Vesta Ticketing System

There was no further discussion regarding this item.

7. Discussion of Pond Debris/Trash

There was no further discussion regarding this item.

J. GENERAL MANAGER'S REPORT AND RELATED BUSINESS ITEMS

1. General Manager's Report

Ms. Grimm highlighted several items covered in the General Manager's Report including consideration by the Board of amenity center reservation form changes. She notified the Board that administrative rights had been temporarily suspended in the Vesta Ticketing System while they were in process of removing the delete button as an option for users.

2. Homeowner Requests

There was a request from Liz Ryan about sod in her yard. Ms. Grimm advised the Board she was in the process of handling the request, so no action from the Board is required.

3. Supervisor Requests

There were no Supervisor requests at this time.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Mr. Pawelczyk had nothing further for the Board.

2. Engineer Report

Mr. Mathes presented his report in the Old Business portion of the Board Meeting.

L. BOARD MEMBER REQUESTS

1. Mr. Wellman – Asked about painting of newly installed PVC pipe, and after discussion, the Board decided it would wait until project completion to revisit this item.

2. Mr. Henson – Asked if the \$300 temporary easement fee could be waived or reduced for smaller projects. After discussion, Mr. Pawelczyk offered to review and provide alternatives to the Board.

M. COMMENTS FROM THE AUDIENCE

Mr. Bourdeau mentioned that many residents did not want to pay the \$300 temporary easement fee for smaller projects.

N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced the next scheduled meeting would be held January 10, 2024.

O. ADJOURN

There being no further business to come before the Board, Ms. Glynn made a **motion** adjourning the meeting at 1:35 p.m., seconded by Ms. LeCesne without objection.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Date: 12/29/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Weekly:

Met with Denisse and Ed weekly to complete landscaping inspections.

Daily Task:

12/8 – Donated 4 Poinsettias to the CDD office area to provide some additional holiday decorations.

12/13 – Received the final report from Shane Martin – Arborist City of Satellite Beach. In summary, there are five high risk trees approved for removal. Shane also stated that an agreement was made for a replacement of two to one for removed trees and that stumps would be ground and mulched. We have scheduled the tree removals for the first of January. We have requested a list of approved replacement trees off the City of Satellite Beach approved list. This will be presented to the board once finalized.

12/11 – 12/15 - Wet checks completed.

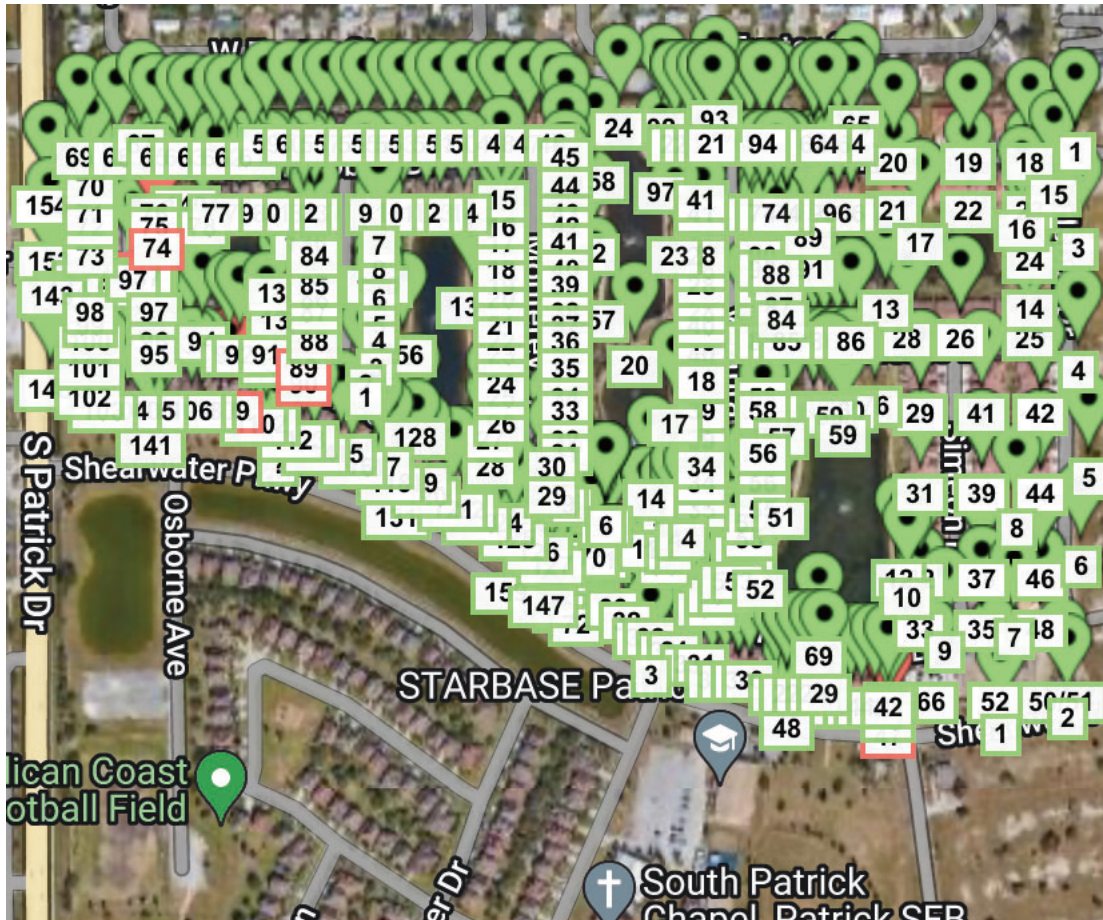
12/13-12/19 – Completed trimming the ornamental grasses along the lake beds.

12/13- 12/19 – Completed the rock and mulch project for the identified sections.

12/19 – Worked with Denisse to create proposed replacement tree locations for the new trees from the poinciana removal. See attached proposed locations.

12/20 – Completed trimming the ornamental grasses at the front entrances.

Current Irrigation Map: 12/14/23



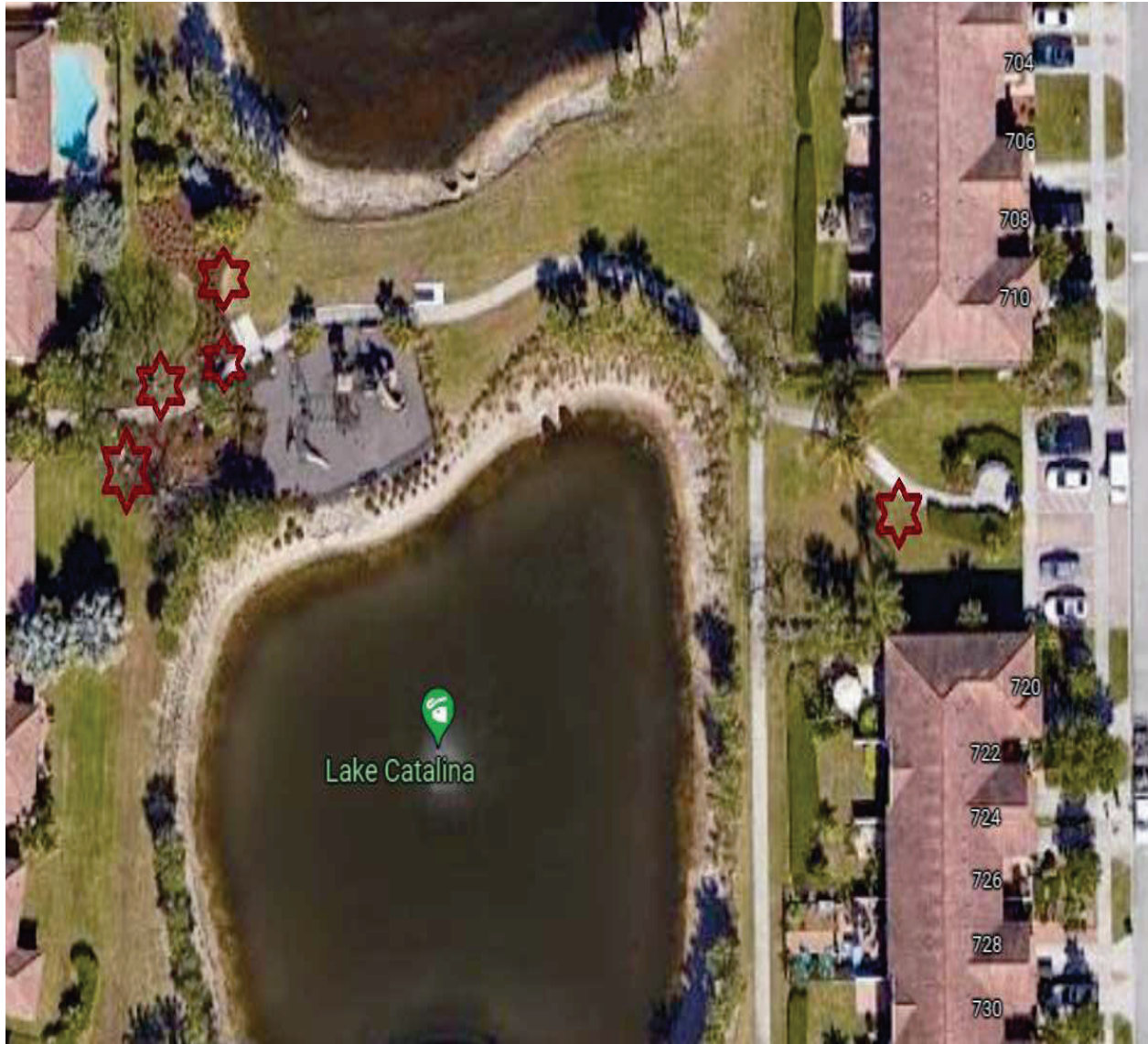
Maintenance Service Schedule:

Service date for January is on Wednesday and Thursdays. We are on our off-season schedule of service every other week.

- Mowing Schedule for December – 3&4, and 16&17. Subject to change depending on weather.
- Detail and Enhancement Schedule – 30&31
- Bed Weed Treat areas as necessary.

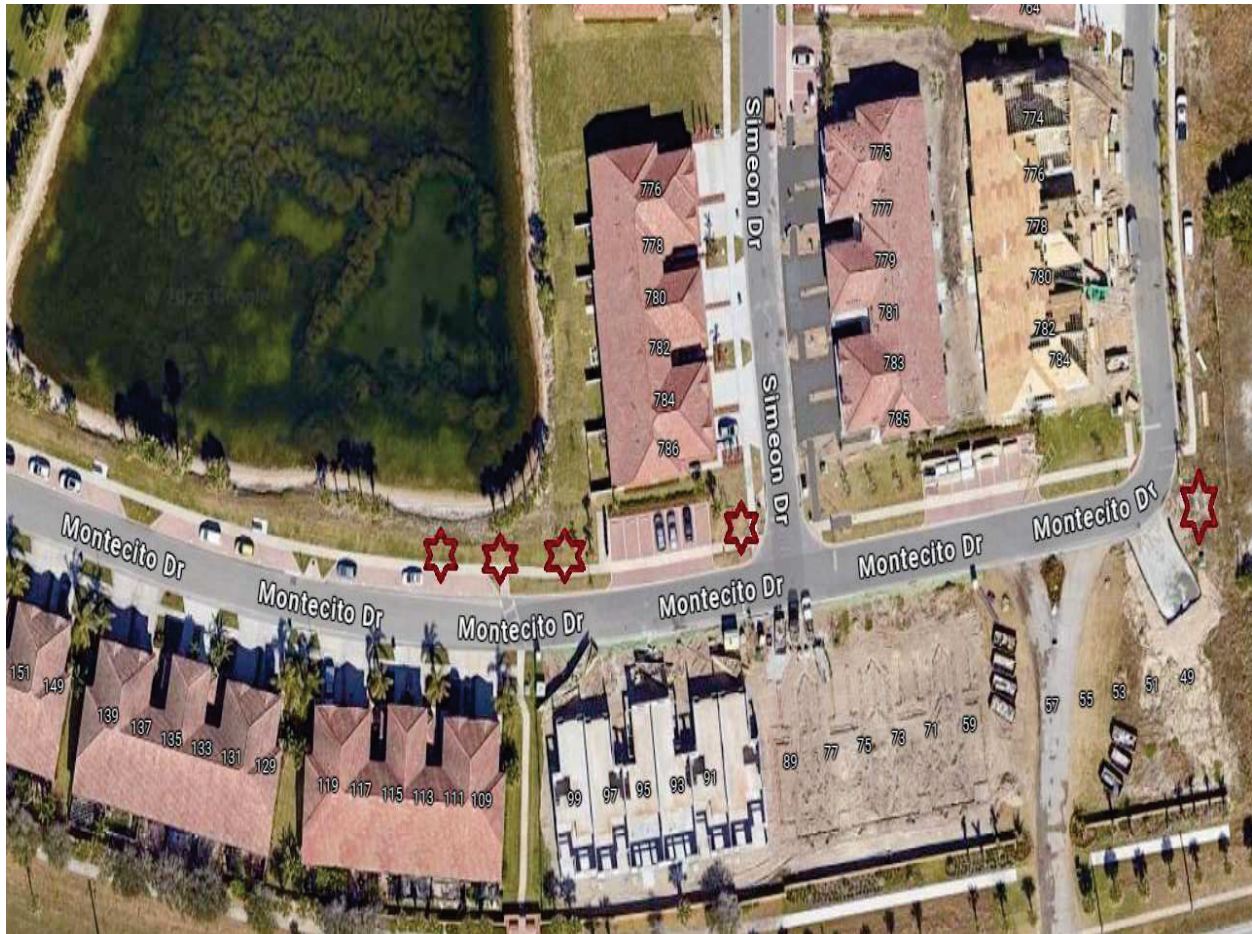
Montecito – CDD Upcoming Enhancement Estimates

Pending - Install Rock along the Vue fence on Carlsbad



12/19/23 – Potential tree locations to replace existing Poinciana Trees per City – 10 in place of the 5 being removed:

- 3 Behind 709 Monterey
- 1 Behind 719 Monterey
- 1 Behind mailbox hedge off of Ventura



- 1 By Fence on the East side of Carlsbad and Montecito
- 3 West of Simeon on Montecito by mailboxes.
- 1 East of mailboxes on corner of Simeon and Montecito

City of Satellite Beach

Shane Martin

240 Jackson Avenue

Satellite Beach, FL 32937

smartin@satellitebeach.gov

December 5th, 2023

Montecito

208 Montecito Dr,

Satellite Beach, FL

Report

Summary

I assessed the risk of six Royal Poinciana trees (*Delonix regia*) in the community of Montecito using a Level 1 and Level 2 assessment. I found canker and signs of decay on all six trees assessed that can lead to tree failure in normal weather conditions within 3 years. Multiple assets include people, houses, and property could be struck if any of the six trees fail causing significant or severe damage. Five trees are a risk rating of HIGH with one tree at a MODERATE risk.

Assignment

My assignment was to provide a tree risk assessment for the six large Royal Poinciana (*Delonix regia*) trees because you were advised by others that this tree may be a liability. The trees are located within the Montecito community.

Methodology

I performed a Level 1 and Level 2 Tree Risk Assessment based on the ANSI A-300 (part 9, 2017) Tree Risk Assessment standard and used the methodology defined in the International Society of Arboriculture's Best Management Practice for Tree Risk Assessment (2017). I considered people traffic near the tree, buildings, or porches to be impacted if the tree failed.

Observations

The Trees are large Royal Poinciana with a DBH ranging from 13 inches to 15 inches and heights 30-50 ft with 20-30 foot spread. (see notes for individual trees)

Tree Health Trees are relatively young and currently in fair health based on a scale of poor, fair, good, and excellent.

Defects and conditions of concern. A visual examination of the trees revealed branches with canker, small dead branches, several cavity openings, signs of decay, girdling/circling root, root damage from lawn equipment, cracks at the unions, uneven crown, lean, shallow roots (root plate lifting), included bark, sapwood decay, oozing, crown dieback, abnormal root flare, over extended limbs, shear, and improper pruning. (see notes for individual trees)

Analysis

The Primary Concern

City of Satellite Beach

The primary concern for the six Royal Poinciana trees are canker, signs of decay (oozing), and girdling or circling roots that may result in whole-tree failure in normal weather conditions. Given the trees large size, amount of canker, root damage, and cavity openings from broken limbs and height prominence in the landscape these trees are categorized as HIGH RISK.

Additional Concerns

The small dead or hanging branches in the canopy are likely to fall during normal weather. Given their small size and location in the canopy and frequency of use under the trees, the risk to people is categorized as LOW RISK.

Risk Rating Explained

What does HIGH RISK for the adjacent homes/ walkways mean? Risk ratings are comprised of three parts. My assessment determined that within the 3-year time frame:

1. The likelihood of failure is probable
2. The likelihood of striking a valuable asset is high
3. The consequences (damage) of this event would be significant (considerable damage would be done to the house)

What does MODERATE RISK for the adjacent walkway grassy area mean?

1. The likelihood of failure is probable
2. The likelihood of striking a valuable asset (person) is unlikely (The grassy area under the tree has infrequent use)

What does LOW RISK posed by small dead branches for people mean? Risk ratings are comprised of three parts. My assessment determined that within the 3-year time frame:

1. The likelihood of failure is probable
2. The likelihood of striking a valuable asset (people) is unlikely.
3. The consequences (damage) of this event would be minor (injury from a small dead branch falling striking a person)

Risk Tolerance

Risk Tolerance is the amount of risk you are willing to accept. Different people have varying amounts of risk they will tolerate. You will have to decide your own risk tolerance and decide a course of action for this tree. Be aware that all trees begin at a **low** risk rating.

RISK MITIGATION OPTIONS

There are limited options that can be considered for mitigation to lower your risk from these trees.

1. Remove grind stumps and replace 2-1
2. Prune large aspect ratio branches competing with the leader, remove branches with canker. Unfortunately, branching nature of improperly pruned trees makes reduction pruning difficult. Many Heading cuts may be necessary. The heading cuts may lead to internal branch decay that will need to be monitored and mitigate over time. This may not bring risk rating to an acceptable rate.

REINSPECTION

City of Satellite Beach

Trees should be re-inspected every 6 months unless you have additional health or safety concerns that warrant more frequent attention if any trees retained. Tree inspection services should be performed by an ISA Tree Risk Assessment Qualified (TRAQ) arborist skilled in the science of tree risk assessment.

REPLACEMENT TREES

Replacement tree shall be 2-1 ratio to match DBH (diameter at breast height). Replacement trees shall be replaced with similar size tree (large for large or medium for medium) See list or approved trees.

ASSUMPTIONS AND LIMITING CONDITIONS

My inspection was a ground based visual inspection. The inspection was limited to defects that can be seen while standing on the ground. There may be defects below ground or in the canopy that were not visible from this perspective. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected other than those specifically addressed in the report.

If you have any questions regarding the report, please don't hesitate to call me. I will be happy to discuss it with you.

Respectfully,

Shane Martin

ISA Certified Arborist

ISA Certified Arborist Municipal Specialist, FL-9800AM

Individual tree report details

TREE 1 13 inch DBH, signs of canker/decay, girdling roots, close proximity of structure (within 8 ft shallow roots system may damage infrastructure), broken/ dead branches, improper pruning, prune to mitigate-no : HIGH RISK

TREE 2 15 inch DBH, 24 inch shear in lower part of trunk with signs of decay, signs of canker/decay, over extended limbs, Large aspect ratio limbs (no leader) improper pruning, root damage from lawn equipment, prune to mitigate-no : HIGH RISK

TREE 3 15 inch DBH, several signs of canker/decay, circle root, dead dying broken branches, improper pruning, over extended limbs, root damage from lawn equipment, prune to mitigate-no : HIGH RISK

TREE 4 13 inch DBH, signs of canker/decay, cracks at the unions, uneven crown, circle/girdling roots, over extended limbs, root damage from lawn equipment, prune to mitigate-no: HIGH RISK

TREE 5 13 inch DBH, signs of canker/decay, dead/dying/broken branches, cracks at the unions, large scar from tearing branch exhibiting signs of decay, uneven crown, lean to south, prune to mitigate-no: MODERATE RISK

TREE 6 15 inch DBH, signs of canker/decay, broken/dying/dead limbs, several wounds from fallen limbs, severe lean, uneven crown, shallow roots (root plate lifting), root damage from lawn equipment, prune to mitigate-no: HIGH RISK

see pictures for visual

Additional notes

Upon observation of the trees I notice improper pruning (lions tailing) had been previously performed. This could have been prevented with the proper maintenance schedule. Hiring an ISA Certified Arborist (with the PPQ preferred) to prune your trees is recommended. A pruning prescription is also recommended for the lifetime of all trees especially young trees to develop strong structure and prevent defects. Choosing the right plant for the right place (tree species and location) can also prevent costly removals.

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING THE DISTRICT MANAGER WITH LIMITED DISCRETIONARY SPENDING AUTHORITY UNDER CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE DISTRICT MANAGER AND AMENITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND PURCHASE ORDERS ON BEHALF OF THE DISTRICT; PROVIDING FOR REPORTING AND RATIFICATION BY THE BOARD OF SUPERVISORS; PROVIDING THAT THIS RESOLUTION REPLACES RESOLUTION 2023-06 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “Board”) has previously determined through the adoption of Resolution 2023-06 that it is appropriate to provide the District Manager of the District, as named herein (the “District Manager”) and the Amenity Manager of the District (the “Amenity Manager”) with certain discretionary authority to make certain expenditures and purchases and enter into certain limited agreements, contracts and proposals (collectively referred to herein as, “Agreements”) with contractors, consultants, and vendors (each a “Service Provider”) with respect to services benefiting and on behalf of the District, provided that such an expenditure does not exceed certain established thresholds; and

WHEREAS, the Board has determined that it is in the best interest of the public and the residents of the District to continue to delegate such discretionary spending authority to the District Manager and Amenity Manager in order to provide for greater efficiency in the delivery of services required by the District, but to reduce the thresholds for spending as set forth in Resolution 2023-06..

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

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

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

A. The amount to be paid to any particular Service Provider does not exceed **TWO THOUSAND FIVE HUNDRED AND 00/100 (\$2,500.00) Dollars**, per Agreement.

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

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

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

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

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

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

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

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

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

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

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

F. In the event of an emergency as determined by the District Manager and the need for critical and emergency repairs or purchases on behalf of the District, the District Manager shall have the authority to expend over \$5,000 upon the written approval of the Board Chairperson, or in the absence of the Board Chairperson, the Board Vice Chairperson, only if the Board is unable to convene for an emergency meeting pursuant to the requirements of Florida law.

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

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. Notably, Resolution 2023-06, adopted by the Board of Supervisors April 5, 2023, shall be of no further force and effect; it being the intent of the Board to replace Resolution 2023-06 with this Resolution.

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

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

PASSED AND ADOPTED this 10th day of January, 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

By: _____
Catherine LeCesne, Chairperson
Board of Supervisors

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER TO PROVIDE FOR CONDITIONAL TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LIMITED PURPOSES; PROVIDING DIRECTION TO DISTRICT COUNSEL AND THE DISTRICT MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

WHEREAS, the District owns, operates, and maintains certain lands and recreational amenity facilities within the boundaries of the District; and

WHEREAS, on January 19, 2015, pursuant to Resolution 2015-05 the District Board of Supervisors approved the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, which Rules were subsequently amended on October 29, 2018, pursuant to Resolution 2019-01 (collectively, the "Rules"), which Rules pertain and govern the use of the District's lands and recreational facilities; and

WHEREAS, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.035(2), Florida Statutes, the District is authorized to adopt and modify rules prescribing the conduct of the business of the District, the operation and maintenance of the District lands and facilities; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board desires to amend the section of the Rules entitled, "USE OF DISTRICT PROPERTY" to provide for temporary access to residential property owners within the District over property owned by the District or for which the District is responsible to maintain; and

WHEREAS, it is the intent of the District Board that the Rules amendments provided for herein will replace the use of the Temporary Access Easement instrument previously authorized and currently utilized pursuant to Resolution 2023-10, adopted July 12, 2023; and

WHEREAS, the Board finds and determines that these Rules amendments will be a cost and time savings for the District and will make it much easier and more efficient for residential property owners to secure access over District property interests in order to make improvements to their properties where such access is required; and

WHEREAS, the District advertised a public hearing for _____, 2024, in order to hear and receive comments on the proposed changes and additions to the Rules pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after the duly advertised public hearing held on _____, 2024 the District Board of Supervisors has determined that it is in the best interests of the District and the residents of and visitors to the District to adopt the amendments, changes, revisions, additions and deletions to the Rules as provided herein, and to incorporate the same into an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center.

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

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. The section of the Rules, entitled “USE OF DISTRICT PROPERTY,” is amended, as follows:

USE OF DISTRICT PROPERTY

(1) No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the District Property, except building material during the course of any previously approved residence improvement by the Master Homeowners Association, Single Family Homeowners Association and/or Townhomes Association, as set forth in the covenants of the respective Homeowners Association.

(2) The misuse, disabling, modification, tampering, interference of any District property, including, but not limited to irrigation pumps, timers, valves, gates, security system, air conditioning system and controls, pool pumps and systems, furniture, kitchen equipment, decorations, lighting and lighting controls, internet, audio visual equipment, fitness equipment, playground facilities, District’s rights-of-way, road verge, District’s landscaping, and District’s signage is strictly prohibited.

(3) Temporary Access for purposes of approved residence improvement. A Property Owner may request permission, for a limited time period, to utilize District property for purposes of ingress and egress in order to access the residential property of said Property Owner to accommodate the installation or

construction of a residential improvement (i.e. the Property Owner requests the use of District property for purposes of ingress and egress in connection with the installation of a paver deck in Property Owner's backyard). The District may grant such permission to the Property Owner under the following conditions:

- a. Property Owner completes and executes a Montecito CDD Temporary Access Request Form and Agreement (the "Request Form") agreeing to all terms of the Request Form, and Property Owner delivers the same with all required back-up documentation and information required by this section to the District (the Request Form can be obtained from and all submittals required by this section shall be made to the General Manager of the Montecito Beach Club Amenity Center (the "General Manager") or to the individual otherwise designated by motion of the Board); and
- b. Property Owner has secured and submits to the General Manager written approval from the architectural review board (ARB) having jurisdiction for the improvements proposed to the real property of Property Owner; and
- c. Property Owner provides the General Manager with a detailed description of the proposed work to be performed for the improvements, the location of the work and improvements, and the estimated time to complete the improvements; and
- d. Property Owner provides the General Manager with a detailed sketch or drawing (engineering plans or survey is not required) of the location of the District property (the "Ingress/Egress Area") that the Property Owner is seeking to utilize for purposes of ingress and egress in order to facilitate the improvements proposed to the real property of Property Owner; and
- e. Property Owner provides the General Manager proof of ownership of the real property of Property Owner; and
- f. Property Owner pays a deposit to the District in the amount of \$ [REDACTED] made payable to the Montecito Community Development District, which deposit will be deposited by the District, and after Property Owner completes the improvements that are the subject of the Request Form, the deposit shall be returned to the Property Owner minus any costs incurred by the District to repair or replace damages to any property or facilities of the District arising out of or in any way connected to Property Owner's use of the Ingress/Egress Area or District property. Any damages in excess of the deposit amount shall be the responsibility of the Property Owner and shall be paid to the District within thirty (30) days of an invoice for the same being sent to Property Owner at the address set forth on the Request Form. After the subject improvements are completed or the Property Owner informs the District that the subject improvements will not be made, the District will return the remaining deposit amount within sixty (60) days of the Property Owner's request to the General Manager for an inspection; and

- g. The Request Form has been executed by the Property Owner, which shall include all lawful fee simple owners of the residential property (i.e. if the husband and wife are owners pursuant to the deed of ownership, both the husband and the wife must sign the Request Form); and
- h. The Ingress/Egress Area shall be no more than ten (10') wide, unless otherwise specified as a special condition by the General Manager on the approved Request Form; and
- i. The permission to use the Ingress/Egress Area for purposes of access, ingress and egress is limited to one hundred eighty (180) days from the date the General Manager executes the Request Form; and
- j. For purposes of this section, the permission to use the Ingress/Egress Area is limited to the Property Owner and Property Owner's agents, assigns, employees and independent contractors, for which Property Owner shall be fully responsible; and
- k. Property Owner agrees to be responsible for any damages to the Ingress/Egress Area and to any District property or facilities arising out of the use of Ingress/Egress Area as permitted pursuant to this section; and
- l. Nothing in this section or in the Request Form shall be construed to grant Property Owner any permission or authorization to use any portion of District property other than the Ingress/Egress Area, and such permission does not extend to any other District property, privately owned property, or lot of the Property Owner's neighbors or other owners in the vicinity of Property Owner's property; and
- m. Property Owner shall be responsible for securing all required permits from the City of Satellite Beach, the applicable homeowner's association, or any governmental entity having jurisdiction over the improvements proposed or made to the property of Property Owner.

(4) Any violation of this section shall invoke the Suspension and Termination of Privileges section set forth herein and subject the violator to the imposition of costs and administrative fees for the removal of offending items and repairs or replacement of any District property damaged.

Section 3. Direction to District Counsel. District Counsel is directed to incorporate the amendments, changes, revisions, additions and deletions provided herein to create an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, and to circulate the same to the District Manager.

Section 4. Direction to District Manager. The District Manager is hereby directed to take all actions consistent with this Resolution. The District Manager shall include this adopted Resolution as part of the Official Records of Proceeding of the District, distribute the Rules as appropriate to affected parties and in accordance with Chapters 120 and 190, Florida Statutes, and post the Rules, as updated pursuant to this Resolution, on the District's website.

Section 5. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict. Specifically, Resolution

2018-04 and Resolution 2023-19, previously adopted by the Board shall be of no further force and effect.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Montecito Community Development District, this 10th day of January, 2024 (the “Effective Date”).

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chairperson
Board of Supervisors

MONTECITO CDD
TEMPORARY ACCESS REQUEST FORM AND AGREEMENT

Property Owner(s): _____

Property Owner's property address within CDD: _____
Satellite Beach, Florida 32937

Parcel ID (from Brevard County Property Appraiser): _____
Lot # _____, Plat of _____ (Plat Book _____, Page _____)

Property Owner's Home Address (if different from above): _____

Proposed improvement(s) to Property Owner property (the "Improvements"):

Describe improvements: _____

Location of Improvements (i.e. rear yard, side yard): _____

Estimated Completion Date: _____

Special Conditions requested by Property Owner: _____
(not approved unless identified as part of the approval on page 4 hereof)

Montecito CDD Property ("District Property") over which Property Owner requests temporary access (identify each parcel by Parcel ID and legal description (by Plat), as identified by the Brevard County Property Appraiser:

Parcel ID (from Brevard County Property Appraiser): _____
Tract _____, Plat of _____ (Plat Book _____, Page _____)

And

Parcel ID (from Brevard County Property Appraiser): _____
Tract _____, Plat of _____ (Plat Book _____, Page _____)

Property Owner to attach detailed sketch/drawing identifying the portion(s) of District Property that the Property Owner is requesting access over (the "Ingress/Egress Area"), as limited by the Adopted Rules, Policies, and Fees of the Montecito Amenity Center.

Property Owner, by executing this Montecito CDD Temporary Access Request Form and Agreement (the "Request Form") hereby consents to, acknowledges, and agrees as follows:

1. Property Owner has read, understands, and hereby agrees to abide by and be responsible as provided in the section of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, entitled “USE OF DISTRICT PROPERTY,” a copy of which is attached to and made a part of this Request Form as Exhibit A.

2. Upon acceptance of this Request Form by the General Manager of the Montecito CDD, the Montecito CDD hereby grants to Property Owner a temporary, non-exclusive easement over, upon, under, through, and across the portions of Ingress/Egress Area, as shown in the attached sketch/drawing attached hereto and made a part hereof as Exhibit B, for the purpose of Property Owner gaining access to the Property Owner’s Property (as described above) for the purpose of constructing the Improvements. The Property Owner agrees and acknowledges that, while the Montecito CDD believes that it is the lawful owner of or is the responsible maintenance entity of the Ingress/Egress Area, the Montecito CDD has not verified such ownership and makes no representations or warranties regarding such ownership. It shall be the Property Owner’s responsibility to confirm property-ownership to ensure that Property Owner is not using property over which it has not been granted legal access. Additionally, Property Owner agrees and acknowledges that the Montecito CDD makes no representations or warranties that the Ingress/Egress Area is wide enough or suitable for the Property Owner’s needs. To the extent there is any discrepancy in ownership or if the Ingress/Egress Area is not wide or large enough or otherwise suitable for the Property Owner’s needs, the Property Owner, on behalf of Property Owner and its contractors, agents, employees, and assigns, assumes any and all risk and liability associated with trespassing or any other unauthorized use of such property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Ingress/Egress Area.

3. Property Owner agrees to indemnify and hold the Montecito CDD, its officers, agents, and employees harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims arise out of or are in any way connected with the acts, omissions or negligence in the use of the Ingress/Egress Area or other lands or with respect to the installation or construction of the Improvements by Property Owner, Property Owner’s agents, employees or independent contractors.

4. In the event that Property Owner, Property Owner’s employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Ingress/Egress Area or any of the improvements or facilities located within the Ingress/Egress Area or causes damage to the District Property or the Montecito CDD’s other property or any improvements or facilities located thereon, in the exercise of the rights granted herein, Property Owner shall be responsible for any and all such damages. Property Owner, at Property Owner’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. Property Owner shall allow no lien to attach to the Ingress/Egress Area or any

improvements located on said property, the District Property, or the Montecito CDD's other property arising out of work performed by, for, or on behalf of Property Owner. Property Owner shall be fully responsible for any damages to Montecito CDD-owned or private property arising out of or in any way connected with Property Owner's exercise of the rights granted herein. Further, nothing herein shall be construed or interpreted to require the Montecito CDD to move or remove any of its facilities, including, but not limited to, irrigation lines, fencing, and landscaping, located within the Property Owner's Property or the District Property. Property Owner shall be responsible and liable for any and all costs associated with the moving, removal, or damages to such facilities. Property Owner understands and acknowledges that Property Owner is responsible for the acts, omissions, and negligence of Property Owner's agents, including any contractors or subcontractors performing work or providing services on behalf of Property Owner or at the Property Owner's direction.

5. NOTHING HEREIN PURPORTS TO GRANT PROPERTY OWNER ANY PERMISSION OR AUTHORIZATION TO UTILIZE ANY PORTION OF ANY PROPERTY OTHER THAN THE INGRESS/EGRESS AREA. THE APPROVAL DOES NOT GRANT ANY PERMISSION FOR USE OR ACCESS OVER ANY OTHER PRIVATE LOTS OR OTHER PROPERTIES OF THE MONTECITO CDD OR OTHERWISE. PROPERTY OWNER SHALL BE RESPONSIBLE TO SECURE THE PERMISSION OR AUTHORIZATION TO UTILIZE ANY SUCH OTHER PROPERTY AS NEEDED.

6. In the event that the Montecito CDD seeks to enforce this Request Form by court proceedings or otherwise, then the Montecito CDD, if 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. Venue for purpose of any litigation or other proceedings shall be Brevard County, Florida.

[the remainder of this page intentionally left blank]

WITH THE SUBMITTAL OF THIS REQUEST FORM to the Montecito CDD, the Property Owner consents, acknowledges and agrees to the provisions of this Request Form and the section of the Adopted Rules, Policies, and Fees of the Montecito Amenity Center, entitled "USE OF DISTRICT PROPERTY."

PROPERTY OWNER(s):

Print name: _____

Date: _____

Print name: _____

Date: _____

MONTECITO CDD (area below to be completed by the General Manager of the Montecito CDD):

Date initial submittal of Request Form received by General Manager: _____

_____ (GM Initial) Deposit Received

_____ (GM Initial) Proof of Ownership Received

_____ (GM Initial) ARB Approval Received

_____ (GM Initial) Sketch/Drawing of Ingress/Egress Area Received

_____ (GM Initial) Insurance Certificate (Montecito CDD as additional insured) Received

_____ (GM Initial for approval or N/A) Special Conditions approved

The General Manager of the Montecito Beach Club Amenity Center of the District hereby finds that this Request Form is complete and is approved. Upon execution by the General Manager, this shall constitute an agreement between the Montecito CDD and the Property Owner. Temporary access over the Ingress/Egress Area shall expire 180 days from the date of approval.

Print name: _____

Title: _____

Date Approved: _____

Upon approval of this Request Form, the General Manager shall transmit the Request Form, all exhibits and required back-up documentation thereto to the District Manager of the Montecito CDD.

Exhibit A

Adopted Rules, Policies, and Fees for the Montecito Amenity Center

USE OF DISTRICT PROPERTY

[to be added once adopted]

Exhibit B

Ingress/Egress Area

UPDATE ON TOWING POLICY FOR PARKING VIOLATIONS

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

Agenda Memo

Date: January 10, 2024

Subject: 3 Way Stop – Palos Verde Drive & Point Lobos Drive Intersection

DRAFT 1

Person Making Request: District Engineer

Requested Board Action: Discussion on process

Why Request/Change Required: Board requested

Does this impact Governmental requirements? (If so, explain): Yes, this is a change in regulatory traffic control which governs rights of way by the traveling public.

Multi-way stop traffic control is governed by the Manual on Uniform Traffic Control Devices (MUTCD) issued by the US Department of Transportation Federal Highway Administration. *Part 2 Section 2B.07 covers Multi-way Stop Applications*

Guidance: *STOP signs should not be used for speed control.*

Guidance: *The decision to install multiway stop control should be based upon an engineering study. The following criteria should be considered in the engineering study*

- A. *Not applicable*
- B. *A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right- and left turn collisions as well as right-angle collisions*
- C. *Minimum Volumes:*
 - a. *The vehicular volumes entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for 8 hours of an average day, and*
 - b. *The combined vehicular, pedestrian, and bicycle volumes entering the intersection from the minor street approaches (total of both approaches) average at least 200 units per the same 8 hour period, with an average delay to the minor*

- street vehicular traffic of a least 30 seconds per vehicle during the highest hour, but,*
- c. If the 85th percentile approach speed of the major street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values*
 - D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum value.*

Options:

Other criteria that may be considered in an engineering study include:

- A. The need to control left turn conflicts;*
- B. The need to control vehicle/pedestrian conflicts;*
- C. Locations where road user, after stopping, cannot see conflicting traffic and is not able to safely negotiate the intersection;*
- D. An intersection of 2 residential neighborhood collector (through streets) of similar design and operating characteristics where multiway stop control would improve traffic operations of the intersection.*

If the Board choses to have an Engineering Study performed (which I can do) I believe that only B. (crash data) and other criteria C. (cannot see conflicting traffic) would possibly apply to this location.

Another item of consideration should be enforcement of the new stop condition, if warranted

What is changing from the baseline or previously approved Board action?

Describe old process: Side street stop condition

Describe new item/process: Multi Way stop conditions

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): \$1,000 (2 new stop signs), Rent 2 Variable Message Boards for a 2 week period (4,000.00)

Recurring Cost (ongoing/maintenance/etc.): Minimal

Funding Source(s): (O/M, Facilities, Capital, Reserve)

Staff Recommendation (if applicable)

(Attachments: RFP, Proposals, Invoicing, etc)

Agenda Memo

Date: December 22, 2023

Subject: Reservation Agreement

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): **General Manager**

Requested Board Action: Modify Reservation Form

Why Request/Change Required (Background Information): **To more accurately represent the requirements of renting the Clubhouse.**

Does this impact Governmental requirements? (If so, explain): **No**

What is changing from the baseline or previously approved Board action?

Describe old item/process: **NA**

Describe new item/process: **NA**

What will this change help save or avoid? **Clarify requirements.**

COST: NA

Non-Recurring Cost/Expenses (one time):

Recurring Cost (ongoing/maintenance/etc.):

Funding Source(s): (O/M, Facilities, Capital, Reserve)

Staff Recommendation (if applicable) **Attached per the 12/13/23 bos meeting:**

(Attachments: RFP, Proposals, Invoicing, etc)

Exhibit B: Amenity Center Rental Room Application

MONTECITO AMENITY CENTER RENTAL ROOM APPLICATION

Name: _____ Today's Date: _____
 Street Address: _____
 Daytime Phone: _____
 Intended Use: _____ Estimated Attendance _____
 Date of Event: _____ Time (5hr max.) _____ to _____
 RENTAL COST (Non-Refundable) FEE AMOUNT \$50.00, \$100.00 or \$150.00 CHECK # _____
 RENTAL DEPOSIT COST FEE AMOUNT \$400.00 CHECK # _____
 RENTAL DEPOSIT w/ ALCOHOL FEE AMOUNT \$500.00 CHECK # _____

I agree to indemnify and hold harmless the Montecito Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Center. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Center. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Montecito Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

 Signature of Authorized User

 Date

Please initial by each:

1. _____ There is a maximum Capacity of 76 for the Montecito Amenity Center Room (75 attendees, plus a paid attendant if necessary). Residents must inform their guests that once the scheduled party is completed, all guests are requested to exit.

2. _____ The rental fee is Fifty Dollars (\$50.00) for up to 25 guests, One Hundred Dollars (\$100.00) for 26 through 50 guests, and One Hundred Fifty Dollars (\$150.00) for 51 through 75 guests. Checks need to be made payable to MONTECITO CDD.

Insert: All fees and deposits are required to be paid Seven (7) days prior to the event.

3. _____ The five (5) hour maximum time limit includes setup and cleanup time. Please schedule accordingly.

4. _____ The five (5) hour maximum time limit applies to all guests in attendance. Once party is complete, all guests are required to exit. Standard guest policy applies outside scheduled reservation.

5. _____ No wet bathing suits, towels, or clothing is allowed in the rental room or on the furniture.

6. _____ A refundable security deposit in the amount of Four Hundred Dollars (\$400.00) shall be provided for the Montecito Amenity Center Room, made payable to MONTECITO CDD. If alcohol is authorized, a refundable security deposit in the amount of Five Hundred Dollars (\$500.00) shall be provided for the Montecito Amenity Center Room.

7. _____ All deposit and ~~rental checks will be cashed prior to rental.~~ **Fee checks will be deposited prior to event. The deposit check will be held and cashed in the event of damages.** The refund check will be processed within 7 to 10 business days after a complete clean-up inspection by District Staff has taken place without incident.

Circle - **Yes or No** Is alcohol being served at your party? (Additional insurance coverage is required if alcohol is going to be provided, and approval by the District Manager is required.)

8. _____ Additional fees may be assessed if the clean up is incomplete or if event is not kept within the identified times.

9. _____ Additional Staff Fees may apply if rental is outside of clubhouse site manager's hours.

Circle - **Yes or No** Are there any outside vendors being hired for your event? If yes, please furnish the Management Office with the proper Certificate of Insurance naming the Montecito Community Development District as additionally insured.

10. _____ I have read and understand the Amenity Center Rental Policies.

Insert: Game room and pool are not included as part of the Montecito Center Room rental.

Insert: Any unscheduled events or parties held in the Montecito Amenity Center Room without prior written approval, will be dealt with on a case by case basis. It will be brought forth before the board of supervisors for appropriate action.

Insert: Event insurance is required if alcohol is being served. Insurance can be obtained through www.Theeventhelper.com

Exhibit C: Age Table for Amenity Facility Areas

Amenity Facility Area	Age Allowed <u>with</u> an Accompanying Patron	Age Allowed <u>without</u> an Accompanying Patron
Swimming Pool	15 and under	16 and up
Fitness Training Room	15 and under	16 and up
Clubhouse/Game Room	15 and under	16 and up
Playground	11 and under	12 and up
Lakes/Ponds	15 and under	16 and up

MANAGER'S REPORT MONTECITO CDD

Informational/Action Items completed:

1. General Admin, Maintenance, and repairs
 - a. The following items were addressed/ scheduled/ repaired:
 - i. Storm prep/and restoration.
 - ii. Rock and Mulch installation.
 - iii. Roofing replacement.
 - iv. Fence installation pump station 1.
 - v. Sign installation.
 - vi. Completed Fire inspection compliance items.
 - vii. Completed easement agreements.
 - viii. Installed Paper towel dispenser in fitness room for cleanliness.
 - ix. AC unit preventative maintenance.
 - x. Fitness equipment preventative maintenance.
 - xi. Removed kitchen appliances.
 - xii. Installed bushes at beach lot.
 - xiii. Met with arborist.
 - xiv. Washed pool deck areas and gates.
 - xv. Electrical panel on Lake Coquina.
2. Vesta Ticket system – Removed BOS as administrators:
 - a. The work order system is fully functional.
 - b. Webmaster continues working on restoring deleted data.
 - c. Per December BOS meeting, putting reminder in weekly report to check board room for open work orders.
 - d. How to guide located under resources on website.
3. Parking Violations – Records.
 - a. Violations are updated weekly, printed, and placed on clipboard in golf cart.
 - b. Hard copy updated and printed weekly and retained in the manager's binder.
 - c. Electronic copy updated weekly and stored on drive along with other checklists.
 - d. Pictures of violations are stored in "car violations" folder and stored on drive.
4. Homeowner request – 709 Monterey willing to pay to install three bushes behind pump station 2 wall to better hide the wall and fence. ProGreen believes Crotons will work well there.

Montecito
Community Development District

**Financial Report For
December 2023**

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MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
DECEMBER 2023

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 12/31/23
REVENUES		
O&M Assessments	956,658	875,485
Debt Assessments	335,129	306,644
Interest Income	0	0
Stormwater Control Cost Share	4,136	0
Carryforward Surplus	0	0
Total Revenues	\$ 1,295,923	\$ 1,182,129
EXPENDITURES		
Administrative Expenditures		
Supervisor Fees	12,000	2,000
Payroll Taxes	0	153
District Engineer	15,000	2,385
Legal Fees	40,000	12,092
District Management	58,300	13,500
Continuing Disclosure	0	0
Assessment Roll	5,300	0
Information Technology	1,908	0
Website Maintenance	1,272	1,154
Auditing Services	5,000	0
Arbitrage Rebate Calculation	450	0
Trustee Fees	3,250	0
Public Officials/General Liability Insurance	19,102	15,218
Legal Advertising	3,000	0
Dues, Licenses & Subscriptions	175	382
Property Appraiser Expenditure	250	0
Reimbursable Expenditures	1,200	0
Contingency/Miscellaneous	2,400	255
Bank Service Charges	0	62
Postage and Delivery	0	666
Office Supplies	0	443
Total Administrative Expenditures	\$ 168,607	\$ 48,310
EXPENDITURES		
Maintenance Expenditures		
Field Management		
Amenity and Field Management Contract	157,520	13,127
Property Insurance	51,117	26,286
Employee - Workers Comp	0	0
ADP Fees	0	0
<i>Field Management Subtotal</i>	208,637	39,413
Amenity Center Operations		
Repairs & Maintenance (Non-HVAC)	12,000	0
HVAC Repairs & Maintenance	2,000	2,181
Office Supplies	1,500	90
Janitorial Supplies	1,850	0
Janitorial Services	12,540	4,820
Pest Control & Termite Bond	1,203	80
Fitness Equipment Repairs & Maintenance	3,000	305
Playground Repairs & Maintenance	1,000	0
Pool Service Repairs & Maintenance	15,000	7,425
Amenity Telephone	0	0
<i>Amenity Center Operations Subtotal</i>	50,093	14,901
Irrigation		
Irrigation Repairs & Maintenance	25,000	0
Irrigation Monitoring	6,388	12,397
Hoover Pumps Repairs & Maintenance	17,500	6,982
<i>Irrigation Subtotal</i>	48,888	19,379
Stormwater Control		
Aquatic Maintenance & Repairs	12,430	1,340
Fountain Service Repairs & Maintenance	9,000	15,335
<i>Stormwater Control Subtotal</i>	21,430	16,675
Landscaping		
Landscaping Contracted Services	103,425	60,091

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
DECEMBER 2023**

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 12/31/23
REVENUES		
Additional Landscaping Repairs & Maintenance	20,000	0
Entrance/Amenity Plant Replacement	2,400	0
Mulch	15,000	0
Palm Tree Maintenance	14,700	0
Oak Tree Maintenance	6,825	0
<u>Landscaping Subtotal</u>	162,350	60,091
<u>Common Areas, Right of Ways & Perimeter Walls</u>		
Street Light Repairs & Maintenance	9,000	0
Entrance Vehicular Gates Repairs & Maintenance	7,760	0
Pedestrian Entry Gates & Walls Maintenance	8,000	0
Common Area Repairs & Maintenance	6,000	609
Sidewalk Cleaning	8,000	0
<u>Commons Areas, Right of Ways & Perimeter Walls Subtotal</u>	38,760	609
<u>Security Monitoring Services</u>		
Fire Detection Services	2,432	1,875
Access Control Services	2,918	0
Intrusion Services	1,780	0
Security Monitoring Repairs & Maintenance	2,500	59
<u>Security Monitoring Services Subtotal</u>	9,630	1,934
<u>Utilities</u>		
Electric Services	54,394	0
Telephone, Fax & Internet	3,946	0
Water & Sewer Services	4,000	0
Gate Kiosk Internet Services	2,850	0
<u>Utilities Subtotal</u>	65,190	0
<u>Other</u>		
Contingency/Miscellaneous Expenditures	10,000	33,878
<u>Other Subtotal</u>	10,000	33,878
Total Operations & Maintenance Expenditures	\$ 614,978	\$ 186,880
Total Expenditures	\$ 783,585	\$ 235,190
<u>Other Financing Uses</u>		
Capital Reserve Transfer Out	59,810	0
Disaster Reserve Transfer Out	30,000	0
Roadway Reserve Transfer Out	30,000	0
Total Other Financing Uses	119,810	0
Total Expenditures & Reserves	903,395	235,190
REVENUES LESS EXPENDITURES	\$ 392,528	\$ 946,939
Bond Payments	(315,021)	(288,487)
BALANCE	\$ 77,507	\$ 658,452
County Appraiser & Tax Collector Fee	(25,836)	(22,907)
Discounts For Early Payments	(51,671)	(47,302)
EXCESS/ (SHORTFALL)	\$ -	\$ 588,243
Carryover From Prior Year	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 588,243
Bank Balance As Of 12/31/23	\$ 1,396,718.75	
Accounts Payable As Of 12/31/23	\$ 296,886.35	
Accounts Receivable As Of 12/31/23	\$ -	
Capital Reserve As Of 12/31/23	\$ 264,592.00	
Roadway Reserve As Of 12/31/23	\$ 149,710.00	
Available Funds As Of 12/31/23	\$ 685,530.40	

Montecito Community Development District
Expenditures
October through December 2023

	Date	Invoice #	Vendor	Memo	Amount
Expenditures					
01-1301 · Supervisor Fees					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Supervisor Fees)	2,000.00
Total 01-1301 · Supervisor Fees					2,000.00
01-1310 · Engineering					
	10/31/2023	98230	Culpepper Terpening Inc.	Professional Services through October 31, 2023	2,385.00
Total 01-1310 · Engineering					2,385.00
01-1311 · Management Fees					
	10/31/2023	2023-1335	Special District Services	Management Fee Oct 2023	4,500.00
	11/30/2023	2023-1674	Special District Services	Management Fee Nov 2023	4,500.00
	12/31/2023	2023-1923	Special District Services	Management Fee Dec 2023	4,500.00
Total 01-1311 · Management Fees					13,500.00
01-1315 · Legal Fees					
	10/31/2023	183890	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Oct 2023	7,362.50
	11/30/2023	184340	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Nov 2023	4,730.00
Total 01-1315 · Legal Fees					12,092.50
01-1450 · Insurance (Liability)					
	10/01/2023	20346	Egis Insurance Advisors	Policy #100123654 10/01/2023-10/01/2024 Acct #486	15,218.00
Total 01-1450 · Insurance (Liability)					15,218.00
01-1451 · Property Insurance					
	10/01/2023	20346	Egis Insurance Advisors	Policy #100123654 10/01/2023-10/01/2024 Acct #486	26,286.00
Total 01-1451 · Property Insurance					26,286.00
01-1511 · Bank Service Charges					
	11/17/2023	1422	Truist Bank	LATE PAYMENT FEE	39.00
	11/17/2023	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	22.74
Total 01-1511 · Bank Service Charges					61.74
01-1512 · Miscellaneous					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Payroll Processing)	53.25
	11/30/2023	2023-1674	Special District Services	Travel Oct 2023	95.63
	11/30/2023	2023-1674	Special District Services	Charge Back: Certified Mail	10.26
	12/31/2023	2023-1923	Special District Services	Travel Nov 2023	95.63
Total 01-1512 · Miscellaneous					254.77
01-1513 · Postage and Delivery					
	11/30/2023	2023-1674	Special District Services	FedEx Oct 2023	645.46
	12/31/2023	2023-1923	Special District Services	FedEx Nov 2023	20.67
Total 01-1513 · Postage and Delivery					666.13
01-1514 · Office Supplies					
	10/31/2023	2023-1335	Special District Services	Copier Sept 2023	41.40
	11/30/2023	2023-1674	Special District Services	Copier Oct 2023	320.25
	11/30/2023	2023-1674	Special District Services	Meeting Books Oct 2023	40.00
	12/31/2023	2023-1923	Special District Services	Copier Nov 2023	5.85
	12/31/2023	2023-1923	Special District Services	Meeting Books Nov 2023	36.00
Total 01-1514 · Office Supplies					443.50

Montecito Community Development District
Expenditures
October through December 2023

	Date	Invoice #	Vendor	Memo	Amount
01-1540 · Dues, License & Subscriptions					
	10/02/2023	88833	Dept of Economic Opp, Bureau of	Fiscal Year 2023 2024 Special District State Fee Invoice	175.00
	10/17/2023	1422	Truist Bank	Mailchimp	26.50
	10/17/2023	1422	Truist Bank	CITY OF SATELLITE BEACH - Golf Cart Licensing	154.50
	11/17/2023	1422	Truist Bank	Mailchimp	26.50
Total 01-1540 · Dues, License & Subscriptions					382.50
01-1570 · Website Maintenance					
	10/31/2023	2023-1335	Special District Services	Website Fee Oct 2023	300.00
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	200.00
	11/30/2023	2023-1674	Special District Services	Website Fee Nov 2023	300.00
	11/30/2023	415704	Vesta Property Services, Inc.	Association Website	53.50
	12/31/2023	2023-1923	Special District Services	Website Fee Dec 2023	300.00
Total 01-1570 · Website Maintenance					1,153.50
01-1801 · Landscaping Maintenance					
	10/01/2023	18102	Progreen Services Llc	Monthly Landscape Maintenance Service Oct 2023	6,500.00
	10/10/2023	18213	Progreen Services Llc	Provide labor and material to remove 1 Royal Palms including	1,500.00
	10/30/2023	18312	Progreen Services Llc	Provide labor and material to complete required repairs fromoutage on 10/4/23. We ran an above g...	3,141.00
	10/31/2023	18472	Progreen Services Llc	Provide labor and material to repair mainline and replace 12 valveboxes on 10/12/23	1,154.07
	10/31/2023	18473	Progreen Services Llc	Provide labor and material to make all needed repairs during theOctober 2023 irrigation inspection.	1,390.50
	11/01/2023	18431	Progreen Services Llc	Monthly Landscape Maintenance Service Nov 2023	6,500.00
	11/30/2023	18793	Progreen Services Llc	Provide labor and material to install Artesian well including permits. Additional charge of 35 p...	24,526.00
	12/01/2023	18741	Progreen Services Llc	Monthly Landscape Maintenance Service- Dec 2023	6,500.00
	12/11/2023	18831	Progreen Services Llc	Provide labor and material to remove and replace the followingshrubs in the Park area.	1,100.00
	12/11/2023	18832	Progreen Services Llc	Provide labor and material to install Sod &Plants in common area 12 Pallets sod 6,000 sq ft Jasm...	7,780.00
Total 01-1801 · Landscaping Maintenance					60,091.57
01-1807 · Lake Maintenance					
	10/11/2023	31393A	Fountain Design Group Inc.	CONTROL PANEL PADLOCK TECHNICIAN INSTALLED NEW CONTROL PANEL LOCKS ON AL	280.02
	10/18/2023	455620	ECOR Industries	Aquatic Weed Control Service-	530.00
	11/18/2023	457634	ECOR Industries	Aquatic Weed Control Service-Nov 2023	530.00
Total 01-1807 · Lake Maintenance					1,340.02
01-1815 · Maintenance Contingency					
	10/10/2023	334056	Collis Roofing Inc.	1st draw Commencement	18,821.00
	12/05/2023	336614	Collis Roofing Inc.	2nd Installment Draw	15,056.80
Total 01-1815 · Maintenance Contingency					33,877.80
01-1817 · Fire Detection Services					
	10/19/2023	505301	Sonitrol of Tallahassee	Customer Number R5C002107 Replaced batteries in smoke detector and pull station	59.00
	10/25/2023	506156	Sonitrol of Tallahassee	Fire Alarm Test & InspectionAccess Control Services Fire Services Intrusion Services11/01/2023 -...	565.92
	10/31/2023	501904	Sonitrol of Tallahassee	Montecito Community - 208 Montecito Drive, Satellite Beach, FL Fire Alarm Test & Inspection	565.92
	11/25/2023	509814	Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Dec 2023	565.92
	11/29/2023	512016	Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Trip Charge	59.00
	12/06/2023	512396	Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Trip Charge	59.00
Total 01-1817 · Fire Detection Services					1,874.76
01-1820 · Security Monitoring R&M					
	11/07/2023	508757	Sonitrol of Tallahassee	Montecito Community - 208 Montecito Drive, Satellite Beach, FLTrip Charge	59.00
Total 01-1820 · Security Monitoring R&M					59.00

Montecito Community Development District
Expenditures
October through December 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1829 · Fountain Repairs & Maint					
	11/13/2023	31721A	Fountain Design Group Inc.	LAKE PACIFICA: INSTALLATION OF A NEW 5HP 230V 1PHINSTALLATION OF A NEW 5HP S6XC PUMP END ON THEF...	5,038.00
	11/13/2023	31720A	Fountain Design Group Inc.	INTERMATIC TIMER T-101TECHNICIAN INSTALLED A NEW TIMER FOR THE LIGHTING SYSTEM ON THE LAKE SONOM...	244.31
	12/14/2023	31952A	Fountain Design Group Inc.	QUARTERLY FOUNTAIN CLEANING SERVICE- Dec 2023	480.00
	12/14/2023	31953A	Fountain Design Group Inc.	250 8/4 SOWA CABLE 2 82-A2 SPLICE KIT LAKE COQUINA: TECHNICIANS REPLACED 250' OF 8/4SOW SUBMERSI...	4,534.50
	12/14/2023	31957A	Fountain Design Group Inc.	1 LAKE COQUINA: INSTALLATION OF A NEW 5HP 230V IPH 6" MOTOR 15HP S6XC PUMP END	5,038.00
Total 01-1829 · Fountain Repairs & Maint					15,334.81
01-1831 · Irrigation Monitoring					
	10/01/2023	2112	Insight Irrigation Monitoring	MonitoringMonitoring irrigation clocks and Hoover Pumps	499.00
	10/23/2023	2135	Insight Irrigation Monitoring	Consulting Irrigation Analysis and Inspection of Montecito Irrigation System	4,000.00
	10/23/2023	2136	Insight Irrigation Monitoring	Consulting East Controller Replacement	6,900.00
	11/01/2023	2153	Insight Irrigation Monitoring	MonitoringMonitoring irrigation clocks and Hoover Pumps at Montecito.	499.00
	12/01/2023	2187	Insight Irrigation Monitoring	MonitoringMonitoring irrigation clocks and Hoover Pumps at Montecito.Dec 2023	499.00
Total 01-1831 · Irrigation Monitoring					12,397.00
01-1833 · Hoover Pumps - Repairs					
	11/09/2023	176874	Hoover Pumping Systems Corporation	8563-Montecito Phase 2C:PM 8563- INV #176874. Orig. Amount \$4,198.33.	4,198.33
	12/01/2023	169744	Hoover Pumping Systems Corporation	Five Year Service Agreement MA #4001. Annual Billing Invoice 1 of 1. Yr 5 of 5 ye...	2,590.00
	12/08/2023	176873	Hoover Pumping Systems Corporation	Hoover technician Tony sent email/text to Denise prior to arrival.	193.47
Total 01-1833 · Hoover Pumps - Repairs					6,981.80
01-1836 · Common Area Repairs & Maint					
	10/09/2023	09-15314	GAULT ELECTRIC LLC	10/6/2023: REPLACED DEFECTIVE LAMP IN LIGHT ON THE CORNER OF MISSION BAY.....	238.50
	10/17/2023	1422	Truist Bank	LOWES - Lighting	-14.94
	10/17/2023	1422	Truist Bank	LOWES - Lighting	16.03
	10/17/2023	1422	Truist Bank	INDIAN HARBOUR BEACH	7.05
	10/17/2023	1422	Truist Bank	LOWES - Lighting	52.32
	10/17/2023	1422	Truist Bank	LOWES - Lighting	9.26
	10/17/2023	1422	Truist Bank	AMAZON - Lighting	258.99
	11/17/2023	1422	Truist Bank	LOWES - Lighting	12.98
	11/17/2023	1422	Truist Bank	LOWES - Lighting	28.71
Total 01-1836 · Common Area Repairs & Maint					608.90
01-1852 · Facility A/C & Heating R&M					
	11/15/2023	i10140	Complete Air and Heat Inc	quarterly maintenance (agreement good for 1 year) on 4 A/C systems at clubhouse.	1,700.00
	11/17/2023	1422	Truist Bank	Complete Air and Heat SATELLITE BCHFL	252.78
	12/12/2023	i10260	Complete Air and Heat Inc	Completed system checks on all 4 systems. Flushed and treated all drainlines	228.00
Total 01-1852 · Facility A/C & Heating R&M					2,180.78
01-1853 · Amenity Ctr Office Supplies					
	10/17/2023	1422	Truist Bank	Staples - Paper Towels	36.57
	11/17/2023	1422	Truist Bank	Staples - Paper Towels	36.57
	11/17/2023	1422	Truist Bank	Amzn.com/billWA	16.89
Total 01-1853 · Amenity Ctr Office Supplies					90.03

Montecito Community Development District
Expenditures
October through December 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1855 · Amnty Ctr Janitorial Svcs					
	10/30/2023	1580039669	Coverall North America	Special Cleaning Service - Deep scrub andwash all pool cushions - billed on behalf of...	1,510.00
	11/01/2023	1580039774	Coverall North America	Commercial Cleaning Services - Nov 2023	2,660.00
	12/01/2023	1580040258	Coverall North America	Commercial Cleaning Services - Dec 2023	650.00
Total 01-1855 · Amnty Ctr Janitorial Svcs					<u>4,820.00</u>
01-1856 · Pool Service Contr & Repairs					
	10/01/2023	204666	Brevard Pools Inc.	October maintenance customer request staying at 3 times a week - Oct - March.	938.00
	10/03/2023	205276	Brevard Pools Inc.	INSTALL NEW HAYWARD CAT2000 CHEMICAL CONTROLLER	4,495.00
	10/17/2023	1422	Truist Bank	PALM CASUAL FURNITURE - Repairs To Pool Umbrellas	570.00
	10/17/2023	1422	Truist Bank	PALM CASUAL FURNITURE - Repairs To Pool Umbrellas	60.00
	10/17/2023	1422	Truist Bank	BATTERIES PLUS - Pool Lift Battery	75.98
	11/01/2023	206207	Brevard Pools Inc.	November 2023 maintenance.Revised	643.00
	12/01/2023	207753	Brevard Pools Inc.	December 2023 maintenance.	643.00
Total 01-1856 · Pool Service Contr & Repairs					<u>7,424.98</u>
01-1858 · FitnessEquip Maint & Repairs					
	12/06/2023	7779	Brown Fitness Services Llc	1 Service Call* - 12/01/2023 Tech Time / Labor Lifefitness Lat/Row- replaced both cables due to ...	80.00
	12/06/2023	7778	Brown Fitness Services Llc	1 Preventative Maintenance - 12/01/2023 0 PM of all equipment: Inspect and check for proper func...	225.00
Total 01-1858 · FitnessEquip Maint & Repairs					<u>305.00</u>
01-1859 · Pest Control & Termite Bond					
	11/20/2023	53732194	Stark Exterminators	Service Address: 208 Montecito Drive, 10/16/2353732194Pest Control Service	80.00
Total 01-1859 · Pest Control & Termite Bond					<u>80.00</u>
01-1862 · Amenity and Field Mgmt Contract					
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	10,735.00
Total 01-1862 · Amenity and Field Mgmt Contract					<u>10,735.00</u>
01-1863 · Facilities Attendant					
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	2,391.67
Total 01-1863 · Facilities Attendant					<u>2,391.67</u>
01-1901 · Employee-P/R Taxes					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Payroll Taxes)	153.00
Total 01-1901 · Employee-P/R Taxes					<u>153.00</u>
Total Expenditures					<u>235,189.76</u>

**Montecito Community Development District
Debt Service (Series 2022) Profit & Loss Report December 2023**

	Annual Budget 10/1/23 - 9/30/24	Actual Dec-23	Year To Date Actual 10/1/23 - 12/31/23
Revenues			
Interest Income (DS)	0	315	1,326
NAV Tax Collection	315,021	236,900	288,487
Bond Prepayments	0	0	0
Total Revenues	\$ 315,021	\$ 237,215	\$ 289,813
Expenditures			
Principal Payments	205,000	0	0
Interest Payments	110,021	0	55,641
Bond Redemption	0	0	0
Total Expenditures	\$ 315,021	\$ -	\$ 55,641
Excess/ (Shortfall)	\$ -	\$ 237,215	\$ 234,172

Debt Service Fund Balance As Of 9/30/23	\$ 127,097.60
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Revenue Fund Balance As Of 12/31/23	\$ 91,119.83
Reserve Fund Balance As Of 12/31/23	\$ 33,250.14
A/R Non Ad Valorem Receipts Balance As Of 12/31/23	\$ 236,899.70
Total Debt Service Fund Balance As Of 12/31/23	\$ 361,269.67

Series 2022 Bond Balance As Of 12/31/23	\$ 3,544,000
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**MONTECITO CDD
TAX COLLECTIONS
2023/2024**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income (Before Discounts & Fee)	Debt Assessment Income (Before Discounts & Fee)	O & M Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$1,291,787.00	\$956,658.00	\$ 335,129.00	\$956,658.00	\$ 335,129.00	
									\$1,214,279.00	\$899,258.00	\$ 315,021.00	\$899,258.00	\$ 315,021.00	\$ 315,021.00
1	1	Brevard County Tax Collector	11/20/23	NAV Taxes	\$ 16,074.19		\$ (304.51)	\$ (848.48)	\$ 14,921.20	\$ 11,904.54	\$ 4,169.65	\$ 11,050.60	\$ 3,870.60	\$ 3,870.60
2	2	Brevard County Tax Collector	11/28/23	NAV Taxes	\$ 195,525.05		\$ (3,754.09)	\$ (7,820.87)	\$ 183,950.09	\$ 144,805.85	\$ 50,719.20	\$ 136,233.39	\$ 47,716.70	\$ 47,716.70
3		Paid To Brevard County Property Appraiser	12/05/23	Property Appraiser Fee			\$ (210.50)		\$ (210.50)			\$ (210.50)		\$ -
4	3	Brevard County Tax Collector	12/14/23	NAV Taxes	\$ 943,372.54		\$ (18,112.76)	\$ (37,734.26)	\$ 887,525.52	\$ 698,661.69	\$ 244,710.85	\$ 657,301.37	\$ 230,224.15	\$ 230,224.15
5	4	Brevard County Tax Collector	12/22/23	NAV Taxes	\$ 27,157.89		\$ (525.19)	\$ (898.42)	\$ 25,734.28	\$ 20,113.09	\$ 7,044.80	\$ 19,058.73	\$ 6,675.55	\$ 6,675.55
6									\$ -					\$ -
7									\$ -					\$ -
8									\$ -					\$ -
9									\$ -					\$ -
10									\$ -					\$ -
11									\$ -					\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
16									\$ -					\$ -
					\$ 1,182,129.67	\$ -	\$ (22,907.05)	\$ (47,302.03)	\$ 1,111,920.59	\$ 875,485.17	\$ 306,644.50	\$ 823,433.59	\$ 288,487.00	\$ 288,487.00

23/24 Assessment Roll:
\$1,291,786.57

O&M: \$956,657.81
Debt: \$335,128.76
\$1,291,786.57

Note: \$1,291,787, \$956,658 and \$335,129 are 2023/2024 Budgeted assessments before discounts and fees.
\$1,214,279, \$899,258 and \$315,021 are 2023/2024 Budgeted assessments after discounts and fees.

\$ 1,182,129.67	
\$ -	\$ 1,111,920.59
\$ (875,485.17)	\$ (823,433.59)
\$ (306,644.50)	\$ (288,487.00)
\$ -	\$ -