



**MONTECITO
COMMUNITY DEVELOPMENT
DISTRICT**

**BREVARD COUNTY
REGULAR BOARD MEETING
MARCH 13, 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

March 13, 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. February 14, 2024 Regular Board Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 9
 - 2. Receive Public Comments on Amending Amenity Center Rules – Temporary Access
 - 3. Consider Resolution No. 2024-03 – Amend Amenity Center Rules – Temporary Access.....Page 11
- H. Landscape and Irrigation Report
 - 1. ProGreen.....Page 23
- I. Old Business
 - 1. Status of Consumptive Use Permit (CUP) Compliance
 - 2. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
- J. New Business
 - 1. Consider Resolution No. 2024-04 – Declaring Surplus – Sportsman Generator.....Page 25
 - 2. Coordination with Architectural Review Board – Temporary Access Easements.....Page 28
 - 3. Consider Approval of Facility Use Agreement – Montecito Clubhouse.....Page 30
 - 4. Discussion Regarding Mail Kiosk Agreement.....Page 45
 - 5. Discussion Regarding Prior Ticket System.....Page 58
 - 6. Consider Approval of Paradise Signs Proposal.....Page 59
 - 7. Consider Resolution 2024-05 – Amending Amenity Center Rules by Replacing the Term “Amenity Manager” with “General Manager”.....Page 60
 - 8. Discussion of New Landscape Watering – Community Wide – Coordination
 - 9. Discussion Regarding Meeting & Agenda Process – Memo Template Use – Post-Meeting Action Items
 - 10. Discussion of Budget Meeting Workshop/Planning – Reserve Study & CIP
 - 11. Consider Approval of the Purchase of 2 Outdoor Weatherproof Bulletin Boards.....Page 62

K. General Manager's Report and Related Business Items

1. General Manager's Report.....Page 64
2. Homeowner Request
3. Supervisor Request

L. Administrative Matters

1. Legal Report
2. Engineer Report
3. Managers Report
 - a. Financials.....Page 65

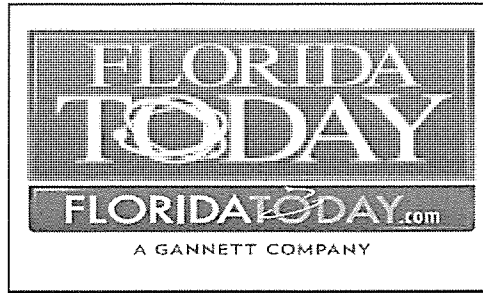
M. Board Member Requests

N. Comments From the Audience

O. Announcement of Next Scheduled Board Meeting

P. 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
FEBRUARY 14, 2024**

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.; District Manager Stephanie Brown of Special District Services, Inc; Attorney Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. (via Zoom); Engineer Stef Matthes of Culpepper & Terpening; General Manager Tina Campbell of Vesta Property Services; and Lea Stokes of Vesta Property Services (via Zoom).

D. ADDITIONS OR DELETIONS TO THE AGENDA

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

- **Letter of Authorization for Keys/Locks/Services (Lock Haven-1)**
- **Lock Haven-1 Quote – Women & Men Restroom Doors \$420**
- **Pool Pump Repairs – American Pump \$3,360.24**
- **Vesta Ticketing System - Discussion**

There were no further additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

James Bordeau supported the request to waive fees and deposits for community events. He also supported the temporary access agreement changes.

Carol Wellman supported the request to waive fees and deposits for community events.

Mark Nehiba supported the request to waive fees and deposits for community events.

Betsy Vincent commented on foliage and debris within the community “Verge” area that should be addressed. She also asked for the status of the rocks along the Carlsbad fence and suggested researching the possibility of having an agreement with Waste Management to get bulk pickup days.

Carolyn Cass supported the request to waive fees and deposits for community events and agreed with Ms. Vincent regarding bulk pickup.

Jill Deems asked if the Reserve Study could be posted on the District website.

Patrick Buckley asked what happened to the old refrigerator in the Amenity Center. Ms. Campbell responded that it was donated to Goodwill.

Karen Smith supported the temporary access agreement and asked for a status update on the third gate along with associated costs.

Ms. LeCesne expressed that she was glad so many residents attended the meeting and stated that prioritizing the budget is what would be needed to ensure that other projects could be completed in the future.

F. APPROVAL OF CONSENT AGENDA

1. January 10, 2024, Regular Board Meeting Minutes

A **motion** was made by Mr. Smith, seconded by Mr. Wellman, and passed unanimously approving all the items under consent agenda.

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 advised about the plan for drench fertilizing for the foxtails, that they would be onsite for the following two weeks to evaluate their summer schedule and staff training. Mr. Kahue also stated that a “Yield” sign was hit on the property, and that he would attempt to repair the sign and assess for any shrub damage. Mr. Henson asked if palm trees would be trimmed prior to hurricane season. Mr. Kahue responded that we would have a schedule by the next Board meeting.

The Board considered the following item:

- Clubhouse Hedge Cleanup Proposal

After discussion, a **motion** was made by Mr. Henson, seconded by Mr. LeCesne, and passed unanimously approving the ProGreen Services proposal for Clubhouse hedge cleanup in the amount of \$1,500, as presented.

The Board considered the following item:

- Foxtail Palm Tree Drench Treatment

After discussion, a **motion** was made by Mr. Henson, seconded by Mr. Wellman, and passed unanimously authorizing the treatment and fertilization of 13 Foxtail Palm Trees with approved drench, in the amount of \$975.

H. OLD BUSINESS

1. 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 compliance uploads were completed for the last six months and the District is close to being in complete compliance. Mr. Mathes will continue to work with St. Johns River Water Management to address reporting compliance.

2. Status of Parcel Conveyances

District Engineer Stef Mathes stated that title paperwork had been received and was in the process of being reviewed. Parcels are also being inspected and the infrastructure looks good.

3. Update on No Parking Signs

Mr. Sakuma informed the Board that “No Parking” signs had been installed on the property. Ms. Campbell asked the Board for direction on signage or location changes. Ms. Glynn suggested changing the placement of the sign to the light post and that there should be “No Parking” between the signs (front beach area). Mr. Henson agreed with Ms. Glynn. The Board consensus was for staff to relocate the “No Parking” signs to the light posts and to possibly cover one of the arrows on each sign to clearly designate the “No Parking” area (with tape or paint).

I. NEW BUSINESS

1. Consider Policy for “Resident Only” Social Gathering

After Board discussion, a **motion** was made by Mr. Wellman approving the policy for ‘resident only’ social gatherings. The **motion** failed for lack of a second. Ms. Glynn stated that she would be in favor of the proposal if it was facilitated through the Master HOA. Mr. Smith agreed with Ms. Glynn. Ms. LeCesne was in favor of maintaining the security deposit rental requirement.

2. Discussion Regarding Resolution Adopting a Rule Pertaining to Temporary Access Over and Through District Properties

District Counsel Michael Pawelczyk stated that they were preparing for the Public Hearing that will be held in March. Ms. Glynn suggested making additional changes to verbiage within the rules and removing the fob replacement fee amount. Mr. Pawelczyk responded that any changes would have to be advertised, so any new changes would need to be made separate from the March 13, 2024, Public Hearing and Board Meeting. He also suggested for the Board, General Manager and District Manager to review the policy and schedule it on a meeting six months out to offer the Board recommended changes/updates.

3. Consider Resolution No. 2024-02 – Adopting a New Reservation Form

Mr. Sakuma presented Resolution 2024-02 entitled:

RESOLUTION NO. 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

After Board discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Smith adopting a new reservation form. Mr. Henson voiced his concern about allowing residents to decorate the Clubhouse and suggested adding the decoration rule onto the reservation form.

After Board discussion Ms. LesCense amended her **motion**, seconded by Mr. Smith, and passed unanimously approving the new reservation form, subject to adding decoration policy language.

4. Consider Approval of Proposal for Amenity Center Door Repairs

Mr. Henson voiced his concern about having to frequently repair the doors. Mr. Sakuma suggested reaching out to the vendor and discussing best practices for maintenance moving forward. After Board discussion, Mr. Wellman made a **motion**, seconded by Mr. Henson, and passed unanimously approving the proposal for the Amenity Center door repairs in the amount of \$750.00.

5. Consider Approval of Proposal for Weatherproof Wall Mounted Exterior Signs

After Board discussion Ms. LeCesne made a **motion**, seconded by Ms. Glynn, and unanimously passed approving the proposal for weatherproof wall mounted exterior signs in the amount of \$245.79 plus installation and solar lighting not to exceed \$350.00.

6. Consider Approval of Proposal for Clubhouse Hedge Cleanup

The Clubhouse hedge cleanup proposal was addressed in the Landscaping & Irrigation Reports section of the agenda.

7. Consider Approval of Expired Facility use Agreement with HOAs

After Board discussion, Ms. Glynn made a **motion**, seconded by Mr. Smith, and passed unanimously directing the District attorney to create a similar facility use agreement to include verbiage for association events.

8. Consider Approval of Artesian Well Discharge Header Reconfiguration

After Board discussion, Ms. LeCesne made a **motion**, seconded by Mr. Wellman, and passed unanimously approving the Artesian well discharge header reconfiguration in the amount of \$7,332.66.

9. Letter of Authorization for Keys/Locks/Services (Lock Haven-1)

After Board discussion, Ms. LeCesne made a **motion**, seconded by Mr. Smith, and passed unanimously approving and ratifying the February 7, 2024, letter of authorization giving the District Manager and General Manager the authority to request key and lock services from Lock Haven-1.

10. Lock Haven-1 Quote – Women & Men Restroom Doors \$420

After Board discussion, Ms. LeCesne made a **motion**, seconded by Mr. Smith, and passed unanimously approving the Lockhaven proposal to replace the pool deck restroom locks in the amount of \$420.00.

11. Pool Pump Repairs – American Pump \$3,360.24

This item was provided with a verbal proposal as communicated to the General Manager from the vendor, American Pump. Ms. LeCesne inquired about the pool pump maintenance schedule. Ms. Campbell responded that she would research and get back to the Board with an answer. After Board discussion, Mr. Henson made a **motion**, seconded by Mr. Smith, and passed unanimously approving the replacement of the pool pump by American Pump in the amount of \$3,360.24.

12. Vesta Ticketing System

Ms. LeCesne requested a copy from Vesta of the contract between Vesta and the District for the ticketing system and voiced her concern regarding the system having less functionality than the previous system, specifically the ability to be able to receive notifications without having to be an account administrator. Ms. Stokes responded that there currently was no contract in place between Vesta and the District for the ticketing system. Mr. Sakuma asked if Vesta's ticketing system would be capable of providing more functionality. Ms. Stokes responded that she did not have the answer presently but would get back to the Board with that information. Mr. Smith suggested keeping Mailchimp for mass communications and utilizing email for property issues and concerns. After Board discussion, Mr. Wellman made a **motion**, seconded by Ms. LeCesne, and passed unanimously to discontinue the use of the Vesta ticketing platform within the next 30 days.

J. GENERAL MANAGER'S REPORT AND RELATED BUSINESS ITEMS

1. General Manager's Report

Ms. Campbell highlighted several items covered in the General Manager's Report and stated that Secure Fence was onsite to install the pedestrian gates. Mr. Wellman inquired if the generator owned by the CDD, currently in storage, could be donated as surplus. Ms. Campbell responded that she would need to have it inspected to see if it was operational. Ms. LeCesne suggested a resolution for the next Board meeting to donate the generator as surplus.

2. Homeowner Requests

a. Reservation Refund: Laura Halsey

After Board discussion, Mr. Wellman made a **motion** to provide Ms. Halsey with a full refund of the \$50 reservation fee. The **motion** failed for lack of a second.

Ms. LeCesne made a **motion** to provide Ms. Halsey with a partial reservation fee refund of \$25. The **motion** failed for lack of a second.

3. Supervisor Requests

There were no Supervisor requests.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Mr. Pawelczyk advised that the legislature had passed a law requiring the filing of “Form 6” for certain elected officials, but that does not apply to Montecito Supervisors. The “Form 1” filing is still required and would be completed online effective this year. He also stated that four hours of ethics training was now required and must be completed by December 2024.

2. Engineer Report

Mr. Mathes gave an update on the advisory signs and provided options for the Board to review. After Board discussion, there was a consensus to utilize the green “Slow Down Children Playing” sign.

3. Manager Report

a. Financials

Mr. Sakuma advised the financial report was included in the Board package. He also notified the Board that the western developer adjacent to the District agreed to cover 50% of the rocks installation and requested authorization for ProGreen to install once the check had been received. After Board discussion, Mr. Smith made a **motion**, seconded by Ms. LeCesne, and passed unanimously approving authorization for ProGreen to move forward with the rock installation once the check from the western developer had been received.

L. BOARD MEMBER COMMENTS

1. Mr. Smith – Noted the Legislative changes that would apply to 190 Districts, specifically term limits and ethics training.

M. COMMENTS FROM THE AUDIENCE

There were no further comments from the audience.

N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced the next scheduled meeting would be held March 13, 2024. Board consensus was to hold the Budget Workshop meeting on March 27, 2024, at 9:30 am.

O. ADJOURNMENT

There being no further business to come before the Board, Ms. LeCesne made a **motion** adjourning the meeting at 12:42 p.m., seconded by Mr. Wellman, the meeting adjourned without objection.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Laura Archer
Montecito Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/12/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$178.49

Order No: 9823624

Customer No: 1137482

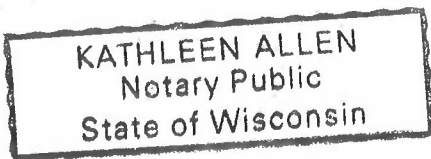
PO #:

of Copies:

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



Ad#9823624 2/12/2024 NOTICE OF RULE AMENDMENT MONTECITO COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapter 190 and Chapter 120, Florida Statutes, the Montecito Community Development District (the "District") hereby gives notice of its intention to consider revisions to the District's Adopted Rules, Policies, and Fees for the Montecito Amenity Center ("Amenity Rules"), including, but not limited to, revisions of the section of the Amenity 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. Additionally, the Board will consider revisions to the fees and deposit amounts for a more efficient and less costly process for residents to obtain temporary access over and through District property. Specific legal authority for the rule amendments includes Sections 190.035, 190.011(5) and 120.54 and 120.81, Florida Statutes. A copy of the proposed Amenity Rules may be obtained by contacting Frank Sakuma, District Manager, Special District Services, Inc., 10807 SW Tradition Square, Port St. Lucie, Florida 34987, 772-345-5119. A public hearing will be conducted by the Board of Supervisors of the Montecito Community Development District on March 13, 2024, at 9:30 AM at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida 32937. The public hearing will provide an opportunity for the public to address the proposed Amenity Rules changes. The public hearing may be continued to a date, time, and place to be specified on the record at such public hearing. Montecito Community Development District
www.montecitocdd.org

PROOF OF PUBLICATION

Laura Archer
Montecito Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/13/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/13/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$275.06

Order No: 9833665

of Copies:

Customer No: 1137482

1

PO #: Rulemaking 3/13/24

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NOTICE OF RULEMAKING
HEARING TO CONSIDER
AMENDMENTS TO THE RULES
OF THE MONTECITO COMMUNITY
DEVELOPMENT DISTRICT
In accordance with Chapters 120 and
190, Florida Statutes, the Montecito
Community Development District
(the "District") will hold a Public
Hearing on March 13, 2024 at 9:30
AM at the Montecito Beach Club, 208
Montecito Drive, Satellite Beach,
Florida 32937, for the review, consid-
eration and adoption of revisions to
the District's Adopted Rules, Polli-
cies, and Fees for the Montecito
Amenity Center ("Amenity Rules"),
including, but not limited to, revi-
sions of the section of the Rules enti-
tled, "USE OF DISTRICT PROP-
ERTY" 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 to revise the fees
and deposit amounts.
The reason for the amendment of
the above Amenity Rules is to
provide for efficient and effective
operations of the District, and to
provide a more efficient and less
costly process for residents to obtain
temporary access over and thru
District property. Specific legal
authority for the Amenity Rules
includes 190.035, 190.011(5) and
120.54 and 120.81, Florida Statutes.
The public hearing may be contin-
ued to a later date, time and place
to be specified on the record at the
hearing. There may be occasions
when Board members, staff or other
individuals may participate by
media communications technology.
A copy of the proposed Amenity
Rules of the District may be
obtained by contacting Frank
Sakuma, District Manager, at
Special District Services, Inc., 10807
SW Tradition Square, Port St. Lucie,
Florida, during normal business
hours. In accordance with the provi-
sions of the Americans with Disabili-
ties Act, any person requiring
special accommodations or an inter-
preter to participate at these meet-
ings should contact the District
Manager at (772) 345-5119 and/or toll
free at 1-877-737-4922, at least forty-
eight (48) hours prior to the meet-
ing. If you are hearing or speech
impaired, please contact the Florida
Relay Services 1-800-955-8770, for aid
in contacting the District Office.
If any person decides to appeal any
decision made with respect to any
matter considered at this meeting,
such person will need a record of the
proceedings and such person may
need to ensure that a verbatim
record of the proceedings is made at
their own expense and which record
includes the testimony and evidence
on which the appeal is based.
Meetings may be canceled from
time to time without advertised
notice.
Montecito Community
Development District
PUBLISH: Florida Today (Brevard
County) 02/13/2024; #9833665

NANCY HEYRMAN
Notary Public
State of Wisconsin

RESOLUTION 2024-03

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 March 13, 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 March 13, 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 Pproperty, 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 to the District a non-refundable application fee in the amount of \$50.00 and a deposit in the amount of \$300.00 made payable to the Montecito Community Development District. The deposit will be cashed and 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 13th day of March, 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 Non-Refundable Application Fee Received

_____ (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

Date: 2/29/24

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Weekly:

Met with Tina weekly to complete landscaping inspections.

Daily Task:

2/1 -Installed Podocarpus around the new well pump at the west controller station. Advised Angie at Insight about additional watering.

2/1- Installed Viburnum along the hedge line on the left of the club house. Advised Angie at Insight about additional watering.

2/9- Zone/Valve 128 - Replaced Solenoid - Notification from Angie that we weren't getting consistent flow to that area.

2/11- Trouble shooting alarms off the club house controller. Initial inspection found issues with the decoders. Reprogramming the decoders for multiple individual valves to clear the alarms.

2/12 – Mainline Repair - West Controller 675 Mission Bay mainline repair.

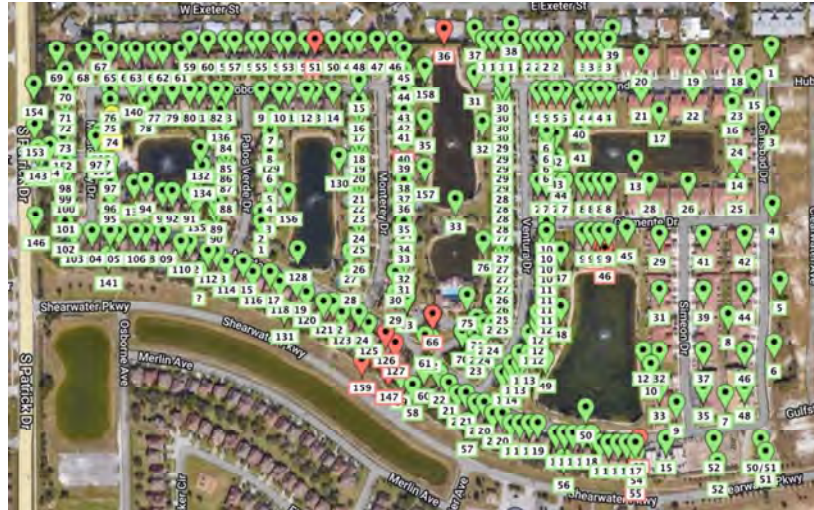
2/14 - Mainline Repair - East Controller 4" mainline line ball valve replacement along Carlsbad.

2/16 - Stuck Valve - 244 Point Lobos - Repaired

2/16 - The East and West clock were down multiple times this week during the mainline repairs.

2/28 – Additional Mulch being installed at the playground and sod in the designated areas to clean up area from tree removal.

Current Irrigation Map: 2/28/24



Outages seem to be decoder issues we are continuing to troubleshoot.

Maintenance Service Schedule:

Service date for the CDD in March is on Thursday. We are on our off-season schedule of service every other week. We will have crews on the property on Wednesday – Friday servicing the Single Family and Townhouse areas as well.

- Mowing Schedule for February – 3/6, and 3/20. Subject to change depending on weather.
- Detail and Enhancement Schedule – 3/13 and 3/27.
- Bed Weed Treatments are scheduled as necessary.

Montecito – CDD Upcoming Enhancement Estimates

Pending - Install Rock along the Vue fence on Carlsbad.

Removal of dead palm and possible replacement along Carlsbad.

RESOLUTION 2024-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING CERTAIN TANGIBLE PERSONAL PROPERTY OF THE DISTRICT, INCLUDING A SPORTSMAN ELECTRIC GENERATOR, 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

WHEREAS, the Board of Supervisors of the Montecito Community Development District (collectively, the “District”) owns certain tangible personal property, including certain Sportsman electric generator, as more fully described in Exhibit “A”, incorporated herein and made a part hereof (the “Property”); and

WHEREAS, said Property is no longer useful to the District and the continued use of such Property is no longer economical or efficient, or said Property no longer serves a useful function; and

WHEREAS, the District desires to classify and declare said Property on Exhibit “A” as surplus tangible personal property that is obsolete and for which, the continued use of which would be uneconomical, inefficient to maintain, or serves no useful function; and

WHEREAS, the District desires to authorize the District Manager to sell or dispose of said Property as appropriate and in accordance with Chapter 274, Florida Statutes, governing the disposal of surplus tangible personal property by local governments, including special districts; and

WHEREAS, the District finds it to be in the best interests of the District to dispose of the Property in accordance with this Resolution and Chapter 274, Florida Statutes.

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 incorporated herein as if set forth in full herein.

Section 2. The District hereby declares the Property as surplus tangible personal property and determines that the continued use of such Property is uneconomical, inefficient to maintain, or serves no useful function.

Section 3. The District Manager is hereby authorized to take the necessary and appropriate steps to sell at auction or dispose as appropriate and in accordance with Chapter 274, Florida Statutes, said Property.

Section 4. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, THIS 13th DAY OF MARCH, 2024.

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chair
Board of Supervisors

EXHIBIT "A"

PROPERTY DECLARED SURPLUS

Item	Brand	Model No.	Serial No.
SPORTSMAN GEN	Sportsman	GEN4000	N25230FW

Agenda Memo

Date: 2 March 2024

Subject: Proposal for formal communication between the Montecito Townhomes of Brevard Homeowners Association (MTB HOA) Architectural Review Board (ARB) Committee and the Montecito Community Development District (CDD) Board of Supervisors (BOS) regarding temporary access easement applications for homeowner architectural and landscaping projects

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): Homeowner - James Bourdeau, President Montecito Townhomes of Brevard Homeowners Association and member, MTB HOA ARB Committee

Requested Board Action: approval of a policy by which the MTB HOA ARB Committee communicates its requirement of a temporary access easement for approval of homeowner improvement projects to the Montecito CDD BOS

Why Request/Change Required (Background Information): The Goals:

- Prevent damage to CDD-owned and maintained property from townhome owners' architectural and landscaping projects that require traversal of CDD property with materials and equipment during the site work
- Maintain the integrity of the HOA ARB Committee approval process for project applications

The Problem: Some applicants whose projects are approved (by the HOA ARB Committee) conditional on obtaining a temporary access easement (TAE) from the CDD are not applying for nor obtaining the easement. Cost is frequently cited as a reason for this behavior. As the HOA ARB's evaluation process is currently operating, the CDD is not informed by the HOA ARB Committee when a project is approved contingent upon obtaining a TAE. Without a documented TAE, the CDD is vulnerable to damage to its property without recourse to remedy the injury. Likewise, the HOA ARB Committee is not informed by the CDD whether a property owner has applied for and obtained the required

TAE. Thus, it cannot assure that this requirement of the application is being met. This gap in knowledge compromises the integrity of the ARB project application process.

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

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

Describe old item/process: None

Describe new item/process: For every project application whose approval is contingent upon obtaining a TAE, the chairperson of the ARB Committee will inform the General Manager of the CDD of this fact via e-mail no later than the day following approval of the application. The General Manager will maintain a record of all TAE applications and their status. Once a TAE has been approved, the General Manager will inform the chairperson of the ARB Committee that it is in effect.

What will this change help save or avoid?

- **With knowledge of ongoing approved architectural projects in the townhomes community that require TAEs, the CDD can monitor for damage to its property (both during and at the completion of the site work) and identify the party needing to remedy any harm.**
- **The ARB Committee will have the knowledge necessary to document whether applicants have followed through with the TAE requirement and will take this into consideration for future applications.**
- **The CDD will follow up on the homeowner's adherence to the terms of the TAE, and the HOA ARB Committee will follow up on the homeowner's adherence to the details of the architectural project application.**

COST:

Non-Recurring Cost/Expenses (one time): None

Recurring Cost (ongoing/maintenance/etc.): The time for the General Manager of the CDD to enter the information received from the HOA ARB Committee and to maintain and, as necessary, share records pertaining to same.

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

Staff Recommendation (if applicable)

(Attachments: RFP, Proposals, Invoicing, etc)

**FACILITY USE AGREEMENT
(Montecito Clubhouse)**

THIS FACILITY USE AGREEMENT (the “Agreement”), made and entered into this ____ day of _____, 2024 (the “Effective Date”), by and between:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

MONTECITO MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809, **MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809, and **MONTECITO OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose addresses are 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (collectively, the “Associations” and each an “Association”),

WHEREAS, the Associations desire to use the clubhouse facility and certain furniture and equipment, at the Montecito Clubhouse property located at 208 Montecito Drive, Satellite Beach, Florida and owned by the District (the “Facility”) for Association meetings and community events; and

WHEREAS, the District desires to allow the Associations to use the Facility for the purpose of hosting the Associations’ meetings and community events under the terms provided herein; and

WHEREAS, the District has indicated a willingness to permit the Associations to use the Facility for the described purposes under certain specified conditions; and

WHEREAS, Each Association agrees to hold harmless and indemnify the District in connection with its use of the Facility .

W I T N E S S E T H:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein and the permission granted by the District to the Associations to use

the District's Facility for the purposes stated herein, the Associations and District agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Facility and Use.** The District does hereby grant use to the Associations and each Association does hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Facility, located at 208 Montecito Drive, Satellite Beach, Florida to be used by the Associations solely for the purpose of hosting the Associations' meetings or community events under the conditions set forth in this Agreement.

2.1 Utilize the Facility. The District hereby authorizes each Association to utilize the Facility as follows:

2.1.1 Each Association may utilize those certain portions of the Facility for the purpose of hosting the Association's meetings or community events, including the main room, kitchen and bathrooms.

2.1.2 The Facility may be utilized by each Association for the purpose of hosting the Association's meetings or community events by reserving the Facility in advance with the General Manager or District Manager.

2.1.3. Each Association shall arrange access to the Facility for the use of the Facility with the General Manager, or in the General Manager's absence, the District Manager, when an Association is using the Facility after normal business hours of the Facility.

2.1.4 When an Association is utilizing the Facility for a community event, the community event shall be open to all Montecito residents and Non-Resident Users of the Facility and the Association hosting the event shall be the Renter as defined in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center (the "Rules"), and shall be the entity responsible for all aspects of the community event, including, but not limited to, security and safety, any damages to the Facility or which arise out of or are in any way connected to the event and which are incurred by the District, its officers, agents, and employees, any Members, Annual Members or their guests.

2.2 Use of Facility Equipment. The Associations may utilize the certain equipment and items along with the use of the Facility for the Associations' meetings and community events as follows:

2.2.1 The District's kitchen appliances, provided that the Association utilizing the same is required to clean all such appliances prior to and after each use.

2.2.2 The Associations are not allowed to use any other equipment

owned by the District without the direct permission of the District Manager or General Manager.

2.2.3 The Associations may use the Facility furnishings and move the furnishings in advance of a meeting or community event and shall return such furnishings to their original location immediately after each meeting or community event.

2.3 Community Events. Each Association may rent the Facility for community events, which rental shall be subject to the Section of the Rules, entitled “Amenity Center Clubhouse Room at the Amenity Center: Rental Policies,” as amended by the District from time to time, except as specifically provided herein. An excerpt of this section of the Rules is attached hereto and incorporated herein as Exhibit A.

2.3.1 The deposit and rental fees as set forth in the Rules are hereby waived. This does not include any additional fees or costs incurred by the District for additional cleaning and damages to the Facility, furnishings, walls, equipment, appliances, or any other District property so affected as a result of the Association’s community event.

2.3.2 The Association shall comply with the Rules, and specifically those provided in Exhibit A.

2.3.3 Nothing herein shall prohibit the Association(s) from assessing or charging a fee to attendees to be applied towards the costs of the Association’s community event, provided that the fee is the same for all attendees.

2.3.4 Should any fees or costs be owed to the District (as determined by the District) from an Association in connection with its use of the Facility, said Association shall be prohibited from using the Facility for future community events or Association meetings until such time as the amounts due the District are paid in full.

2.3.5 For each community event, an authorized representative of the Association shall execute, on behalf of and with the authority of the Association, a Rental Room Application using the form attached hereto as Exhibit B.

3. **Term**. This Agreement shall commence on the Effective Date and shall continue through September 30, 2027, unless terminated by either party pursuant to Section 6 below. Thereafter, the Agreement shall renew for periods of one (1) year each, unless otherwise terminated pursuant to Section 6 below.

4. **Conditions of Facility Use.**

4.1 Facility. The Associations have each inspected the Facility and accept said Facility in “AS IS” condition at the time of entering this Agreement and throughout its term. Each Association agrees that after each use of the Facility in accordance with

this Agreement, the Association using the Facility will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles, and returning the Facility to its condition prior to the use by the Association. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the District.

4.2 Utilities. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.

4.3 Indemnification and Hold Harmless. Each Association agrees to conduct its respective activities upon the Facility in a manner so as to not endanger any person lawfully thereon and to, indemnify and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising out or in any way connected to any act, omission, or negligence of the respective Association, or its respective officers, agents, employees, or guests, and resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted Facility or improvements thereto, or arising from the use of said Facility by each Association. The Associations agree that this indemnification provision is applicable beginning on the Effective Date of this Agreement and that it shall survive the termination or expiration of the term of this Agreement.

4.5 Insurance. Each Association shall furnish to the District, prior to its use of the Facility, a Certificate of Insurance showing General Liability/Public Liability and Property Damage Insurance of not less than \$1,000,000 combined single limits, and naming the Montecito Community Development District as an additional insured. The proofs of insurance provided by the Associations are subject to the review and approval of District. If requested by the District, each Association shall provide District with an updated Certificate of Insurance.

4.6 Compliance with laws, rules and regulations. The Associations shall comply with all laws of the United States, and of the State of Florida, all ordinances of the City of Satellite Beach, all rules and requirements of the Police, Fire Departments, or other municipal authorities of the City of Satellite Beach, any other applicable local laws, ordinances and regulations and the Rules of the District (as defined above), will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of an Association or the Associations is called to any such violation on the part of the Associations or any Association, or any person employed by or admitted to the Facility by an Association, said responsible Association or Associations will immediately desist from and correct the violation.

4.7 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964,

the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Associations will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

5. General Provisions.

5.1 Permission to Enter Property. In accordance with direction provided by the General Manager or the District Manager, the Associations shall be permitted to enter the Facility to access the Facility when the Facility is open at any time during which this Agreement is effective for purposes of preparing for, hosting, and cleaning up after Association meetings or community events. The Associations agree that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related business. Notwithstanding, the Associations agree that advertised meetings of the District Board of Supervisors shall not be interrupted or disturbed.

5.2 Evacuation. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed, in the discretion of the District, the General Manager, the District Manager, or an authorized representative to be necessary for the safety of the general public, patrons, or guests.

5.3 This Agreement is Non-Exclusive. The Associations understand and agree that during the term of this Agreement, other events, may be held in other parts of the Facility and the facilities in the area of the Facility, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Facility during the term hereof even though they may cause inconvenience to the Associations. The District will make every effort to minimize impact on the Associations' use of the Facility.

5.4 Inspection of Facility. The Associations further represent that its representatives and agents have independently inspected the Facility and that the same are in proper condition for the uses contemplated in this Agreement.

5.5 Security. The Associations acknowledge and understand that District bears no responsibility whatsoever, for negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of the lack or insufficiency of security, safety measures, or protection from vandalism during the use of the Facility. Each Association shall be responsible for the security, safety, and protection of those attending Association meetings and community events.

5.6 Damages to Facility. The Associations shall not damage said Facility, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Facility, the Associations shall return the Facility to the condition the Facility prior to Associations' use of the Facility. Any damage whatsoever occurring as a result of a breach of this

provision shall be the responsibility of the Associations.

6. Termination or Cancellation.

6.1 District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days' notice to an Association or the Associations.

6.2 Each Association shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the Association(s) for any reason whatsoever upon the providing of at least thirty (30) days' notice to District.

6.3 The termination of this Agreement shall not relieve the Associations or any Association, individually, of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.

7. Public Records.

7.1. Associations 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:

- A. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- B. 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
- C. 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 Agreement term and following completion of the Agreement if the Associations do not transfer the records to the District; and
- D. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of an Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If an Association transfers all public records to

the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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.

7.2. Each Association 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 an Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Each Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

7.3. IF AN ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE ASSOCIATIONS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FL 33410
TELEPHONE: (561) 630-4922
EMAIL: BBARBA@SDSINC.ORG**

8. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by any party, without the prior written consent of the other parties endorsed thereon.

9. **Notice.** Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in

writing, by certified mail, return receipt requested, or by hand delivery, and addressed as follows:

As to ASSOCIATIONS:

Montecito Master Community Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: President

Montecito of Brevard Homeowners Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: President

Montecito Townhomes of Brevard Homeowners Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: President

As to DISTRICT:

Montecito Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
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. 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 in this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, with venue, for purposes of any litigation, lying in Brevard County, Florida.

11. **Entire Agreement.** That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

12. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Frank Sakuma, Secretary

Catherine LeCesne, Chairman

_____ day of _____, 2024

WITNESSES:

Print Name: _____

Print Name: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

(CORPORATE SEAL)

**MONTECITO MASTER COMMUNITY
ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

_____ day of _____, 2024

**MONTECITO OF BREVARD
COMMUNITY ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

_____ day of _____, 2024

**MONTECITO TOWNHOMES OF
BREVARD COMMUNITY
ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

_____ day of _____, 2024

Exhibit A
Excerpt of Rules

AMENITY CENTER CLUBHOUSE ROOM AT THE AMENITY CENTER:
RENTAL POLICIES

Residents and Non-Resident Users may reserve the Amenity Center Clubhouse Room through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Center Clubhouse Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed seventy-five (75) persons. Reservation of the Amenity Center Clubhouse Room is on a first come, first serve basis and is subject to approval by the Amenity Manager. Upon application (Exhibit "B") for use of the Amenity Center Clubhouse Room, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Center Clubhouse Room will be required to pay the costs associated with the attendant. The Amenity Center Clubhouse Room will not be available for rental on the following days:

December 24th
December 31st
Easter Sunday
Memorial Day

December 25th
January 1st
July 4th
Labor Day

Thanksgiving Day

The Amenity Center Clubhouse Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday.

The Montecito pool and pool area (including the surrounding decks and furniture), fitness training room, game room, and playground are not available for reservation and shall remain open to all Patrons and their Guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District may be required depending on the function. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Amenity Center Clubhouse Room and to obtain the amounts of the deposit and cleanup fee.

No open or burning flames or campfires are allowed at the Amenity Facilities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Amenity Center Clubhouse Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the Amenity Center Rental Room Application as approved by the Amenity Manager or District Manager.

- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Amenity Center Clubhouse Room will be charged as follows: \$50.00 for up to 25 guests, \$100.00 for 26 through 50 guests, and \$150.00 for 51 through 75 guests (as stated in Exhibit “A”). A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original application will be considered correct. A personal check, cashier’s check, or money order shall be made out to the “Montecito Community Development District” and submitted to the Amenity Manager’s Office.
- (2) A refundable security deposit of \$400.00 (or \$500.00 with events including preauthorized alcohol as stated in Exhibit “A”) shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager’s Office in the form of a separate personal check, cashier’s check or money order. (which shall be made payable to the “Montecito Community Development District”). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed and placed in the appropriate trash bins.
 2. Remove all displays, favors, or remnants of the event. (No adhesives are permitted on walls or windows.)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops, and sink area.
 5. Ensure that no damage has occurred to the Amenity Center Clubhouse Room and its surrounding property and facilities if used by Patron and their Guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. Note: The District Manager shall determine the amount of the deposit or a portion thereof to be returned, if any. Any damages to District Property, including but limited the Amenity Facility and the furniture, equipment, and appurtenances of the Amenity Facility, shall be the responsibility of the Patron who signed the Amenity Center Rental Room Application, even if said damages exceed any deposit posted with the rental.

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all 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 District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

Exhibit B
Montecito Amenity Center Rental Room Application (Associations)

MONTECITO AMENITY CENTER RENTAL ROOM APPLICATION (Associations)

Association Name: _____ Today's Date: _____
 Street Address: _____
 Name and Daytime Phone of contact person: _____
 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 # _____~~

Association agrees to indemnify and hold harmless the Montecito Community Development District, and its 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. Association also understands that it is financially responsible for any damages caused by Association, its officers, employees, and its guests. If requested, Association 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 (on behalf of Association)

 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.~~
3. _____ ~~All fees and deposits are required to be paid seven (7) days prior to the event.~~
4. _____ The five (5) hour maximum time limit includes setup and cleanup time. Please schedule accordingly.
5. _____ 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.
6. _____ No adhesives, including tape, are permitted on the walls, windows, woodwork, or furniture of the Amenity Center. Any resulting damage whatsoever to the walls, windows, woodwork, or furniture of the Amenity Center shall be the responsibility of the Renter.
7. _____ No wet bathing suits, towels, or clothing is allowed in the rental room or on the furniture.
8. _____ ~~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.~~

9. _____ ~~All deposit and Fee checks will be deposited prior to event. 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.)

10. _____ Additional fees may be assessed if the cleanup is incomplete or if event is not kept within the identified times.

11. _____ 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.

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

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

14. _____ In accordance with the Adopted Rules, Policies, and Fees of the Montecito Amenity Center, any unscheduled events or parties held in the Montecito Amenity Center Room without prior written approval of the District shall be a violation of said rules and may result in a suspension of Amenity Center privileges in accordance with said rules.

15. _____ Event insurance is required if alcohol is being served. Insurance can be obtained through a provider of your choice or through www.Theeventhelper.com

AGREEMENT FOR MAINTENANCE OF MAIL KIOSKS

THIS AGREEMENT FOR MAINTENANCE OF MAIL KIOSKS ("Agreement") is made and entered into this 13 day of June, 2019 (the "Effective Date"), by and among:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, and whose address is 135 W. Central Boulevard, #320 Orlando, Florida 32801 (the "District");

and

MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (the "Association").

WHEREAS, the District is the owner of a certain parcels of real property which include mail kiosks as part of the District improvements, as more particularly set forth in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the District and the Association have agreed that the Association will maintain the real property and mail kiosks located thereupon the real property, hereinafter referred to as the "Mail Kiosks Area"; and

WHEREAS, the parties have determined that this Agreement will be to the mutual benefit of both the District and the Association, and the residents of Montecito.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein expressed, and for Ten and no/100ths (\$10.00) Dollars for other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

Section 1. Recitals and Findings. The recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. Description of Maintenance Area. The maintenance area that is the subject of this Agreement is more fully described in the attached, Exhibit A ("Mail Kiosks Area"), and includes, but not is limited to the mail kiosks and the concrete pad beneath and around the mail kiosks.

Section 3. Performance

(A) The Association shall provide and be solely responsible for all costs and liabilities associated with and arise out of the maintenance services and materials relating to the Mail Kiosks Area, including but not limited to periodic inspection and routine cleaning and repairs of the mail kiosks, repairs and replacement of locks and individual mail boxes, painting of the mail kiosks and inspection and repairs of concrete pad ("Maintenance Services").

(B) The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Mail Kiosks Area are properly maintained and continue to function with its intended purpose.

(C) If the Association contracts with a third party for any of the required maintenance services, the services shall be performed in a manner not inconsistent with the District's applicable rules and regulations.

(D) The Association shall provide Maintenance Services in strict compliance with all governmental entities and agencies requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including, but not limited to the United States of America, United States Postal Service, State of Florida, City of Satellite Beach and Brevard County.

(E) Except as designated in this Agreement, the Association shall not make any alterations, additions or improvements to the Mail Kiosk Area without the prior written consent of the District.

(F) The Association shall timely pay all invoices, or other manner of billing, for all person or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement.

Section 4. The Association's Responsibility for Acts of Force Majeure.

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include by way of example but not limitation the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

Section 5. Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Mail Kiosks Area, the District reserves the

unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for the Mail Kiosk Area; and

(B) the removal, modification, relocation, or replacement, in the District's sole discretion, of one or more of the mail kiosks.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for the Mail Kiosk Area pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

Section 6. Remedies, Default, and Specific Performance.

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Material Breach by Association.** Any failure of the Association to comply with Section 3 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of Mail Kiosks Area; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) **Default by Association.** If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Mail Kiosks Area or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Mail Kiosks Area.

(C) **Discontinuation & Reimbursement by Association.** At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Mail Kiosks Area under this section, and upon receipt of

the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Mail Kiosk Areas and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies & Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Developer's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Developer's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

Section 7. Indemnification.

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of the Maintenance Services for the Mail Kiosks Area, including any that may result from or arise out of the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained

by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

Section 8. Insurance.

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth by the District. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) the District as an additional insured to the extent of limits of liability; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

Section 9. Term of Agreement.

This Agreement shall take effect as of the effective date. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31, 2018. This Agreement shall automatically renew for additional on (1) year term, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement by providing written notice before 5:00pm on April 1 st of the year in which the then-current term will expire that the District intends not to renew for an additional term.

Section 10. Time is of the essence. In the event the Association fails to perform in accordance with the provisions of Section 2 of this Agreement, the District may declare the Association in default and provide the Association thirty (30) days

written notice within which time the Association shall take corrective action to cure the default. Following the Associations failure to cure the default, the District may take correction actions and the Association shall be responsible for all costs and expenses incurred by the District in taking such corrective actions.

Section 11. Severability. Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected.

Section 12. Assignment. No party to this Agreement shall assign, transfer, or sublet any of its rights, title, or interest thereupon without the prior written approval of the other two parties.

Section 13. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of Brevard County, Florida.

Section 14. Construction of Agreement. The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural and all words in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 15. Entire Agreement, No Oral Modification. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may only be amended by written instruments executed by the Association and the District, through its Board of Supervisors and may include other services only if directly related to the intent and scope of this Agreement. The failure of a party to insist on strict performance of any terms of this Agreement shall not be construed as a waiver and relinquishment for the future of any term, condition or election but the same shall remain in full force and effect.

Section 14. Controlling Law. This Agreement shall be construed under the laws of the State of Florida.

Section 15. Notices. All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, or hand-delivered with acknowledgement of receipt, to the following persons and addresses unless otherwise specified herein:

AS TO THE DISTRICT: Montecito Community Development District
8529 South Park Circle, Suite 330

Orlando, Florida 32819
Attention: District Manager

With a copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 E. Las Olas Boulevard
Fort Lauderdale, Florida 333016
Attention: Dennis E. Lyles, Esq.

AS TO THE
ASSOCIATION:

Montecito Townhomes of Brevard Homeowners
Association, Inc.
6972 Lake Gloria Boulevard
Orlando, Florida 32809
Attention: President

Section 16. Costs & Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings

Section 17. Representation of Authority. Each individual executing this Agreement on behalf of the respective party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Section 18. Third Party Beneficiaries. No party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Section 19. Arm's Length Transaction. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section 20. Public Records.

(A) Association 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
2. 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 Association 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 Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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) Association 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 Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(C) IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE
DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-
CENTRAL FLORIDA, LLC
135 W. CENTRAL BLVD, SUITE 320
ORLANDO, FLORIDA 32801
TELEPHONE: (407) 841-5524
EMAIL: JSHOWE@GMSCFL.COM**

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto executed in their respective names,
by the proper officials, the day and year first above written.

MONTECITO COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Print name: LARRY A BRADSHAW

ATTEST:

[Signature]
SECRETARY/ASSISTANT SECRETARY

State of Florida
County of Brevard

9 On this, the 25th day of July
2018, before me, the undersigned Notary Public
of the State of Florida, the foregoing
instrument was acknowledged by
Jason M. Showe

Secretary/Assistant Secretary of the Board of
Supervisors of Montecito Community
Development District, a local unit of special
purpose government established pursuant to
Chapter 190, Florida Statutes, on behalf of the
corporation.

WITNESS my hand
and official seal



[Signature]
Notary Public, State of Florida

Stacie M. Vanderbilt
Printed, typed or stamped name of
Notary Public exactly as commissioned

☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

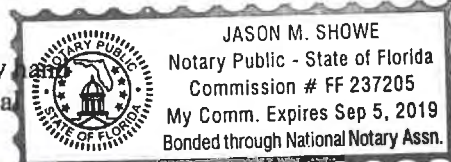
License and Maintenance Agreement
Mail Kiosks Phase 2C

State of Florida
County of Brevard

2019 On this, the 24 day of June
2018, before me, the undersigned Notary Public
of the State of Florida, the foregoing
instrument was acknowledged by
Larry Bradshaw

Chairman/Vice-Chairman of the Board of
Supervisors of Montecito Community
Development District, a local unit of special
purpose government established pursuant to
Chapter 190, Florida Statutes, on behalf of the
corporation.

WITNESS my hand
and official seal



[Signature]
Notary Public, State of

Jason M. Showe
Printed, typed or stamped name of
Notary Public exactly as commissioned

☒ Personally known to me, or
☐ Produced identification:

(type of identification produced)

Montecito Townhomes of Brevard
Homeowners Association, Inc., a
Florida not-for-profit corporation

Shelby James
Witness
Name: Shelby James

Alma Miller
Witness
Name: Alma Miller

Keith Buescher
Name: Keith Buescher
Title: Pres.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Keith Buescher, as Pres. of Montecito Townhomes of Brevard Homeowners Association, Inc., a Florida not-for profit corporation., who is personally known to me or who has produced _____ as identification.

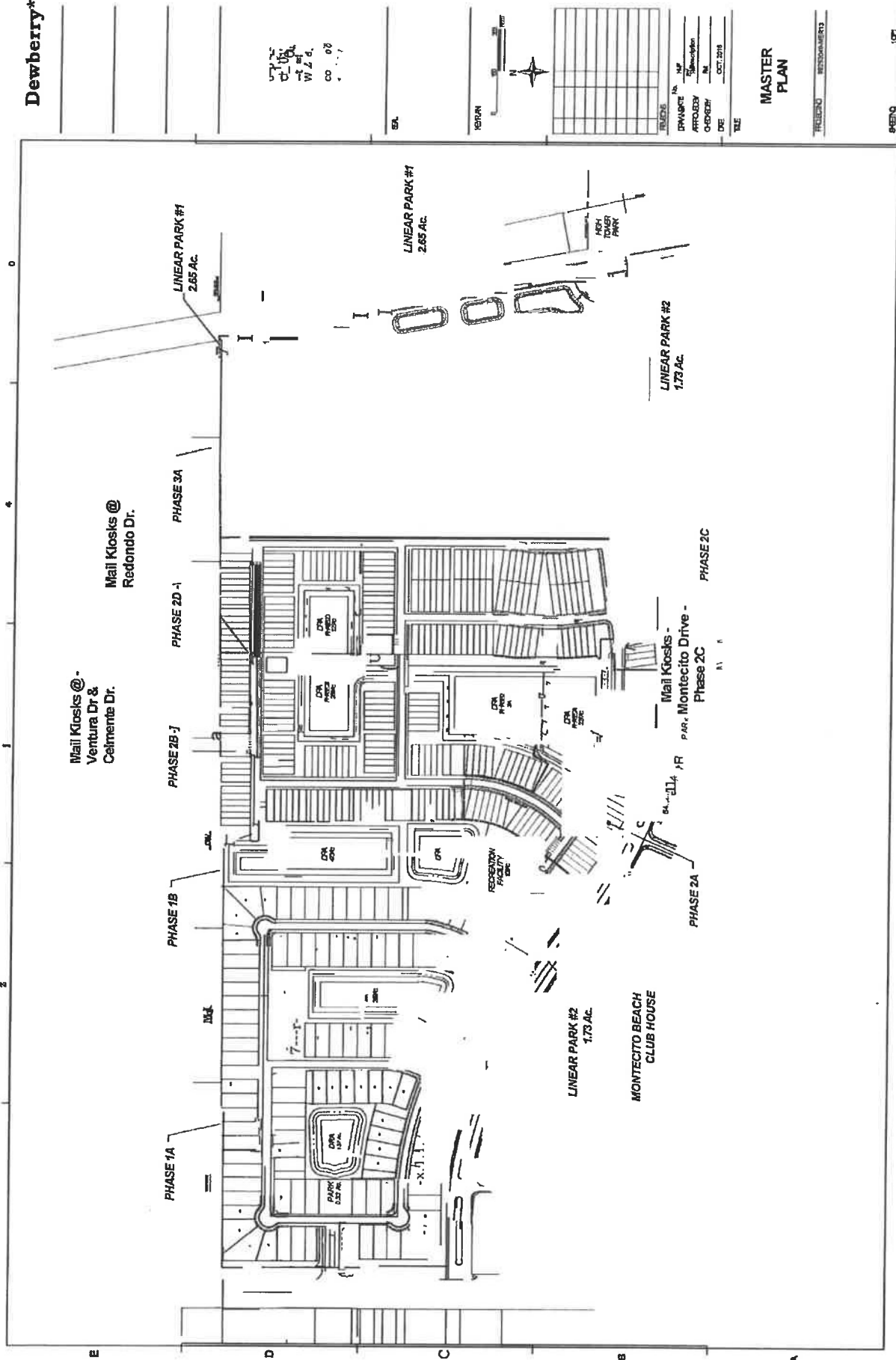
WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2018.

Carissa Leigh Tyler
Notary Public, State of Florida

Carissa Leigh Tyler
Printed, typed or stamped name of
Notary Public and date of commission expiration



EXHIBIT A
MAIL KIOSKS AREA



Agenda Memo

Date: March 13, 2024

Subject: GMS Ticket System – Upload to Website

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

Requested Board Action: Consideration of having the prior “ticket system” installed on the Montecito CDD website.

Why Request/Change Required (Background Information): Board has asked for information about having the prior system installed on the website.

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

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

Describe old item/process: Vesta ticket system – expiring on 3/15/2024

Describe new item/process: If directed by the Board, the prior ticket system will be uploaded to the District website.

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): \$75/hr for the web consultant to upload the prior system. Estimate is for 2-3 billable hours.

Recurring Cost (ongoing/maintenance/etc.): None, unless the Board makes modifications or changes. Then will depend on consultant costs at that time.

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

Staff Recommendation (if applicable) n/a

Agenda Memo

Date: March 13, 2024

Subject: "SLOW Children Playing" Signs

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): Board Direction

Requested Board Action: Approval of Paradise Signs proposal for manufacture and placement of two signs.

Why Request/Change Required (Background Information): To reduce motorist speed within the District.

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

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

Describe old item/process: n/a

Describe new item/process: Signs installed may reduce speed of motorists.

What will this change help save or avoid? Avoid accidents.

COST:

Non-Recurring Cost/Expenses (one time): \$598.50

Recurring Cost (ongoing/maintenance/etc.): Unknown, may require occasional cleaning.

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

Staff Recommendation (if applicable)

(Attachments: RFP, Proposals, Invoicing, etc)

RESOLUTION 2024-05

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 REPLACE THE TERM, “AMENITY MANAGER” WITH “GENERAL 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, the Rules utilize the term “Amenity Manager” for the position of General Manager, and for purposes of consistency and clarity, the Board of Supervisors has determined that the term “Amenity Manager” should be replaced with “General Manager” throughout the Rules; and

WHEREAS, the Board finds and determines that this minor Rule amendment does not change the purpose or content of any of the Rules, and therefore does not require a public hearing or separate notices required by Sections 120.54 or 120.81, Florida Statutes; and

WHEREAS, the Board has further determined to incorporate the changes provided herein into an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center that is made available to and accessible by residents, members, annual members, and the public.

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. Each reference to the term, “Amenity Manager” shall be replaced with the term “General Manager” throughout the Rules.

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.

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 13th day of March, 2024 (the “Effective Date”).

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chairperson
Board of Supervisors

Agenda Memo

Date: March 13, 2024

Subject: Weatherproof Bulletin Board

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

Requested Board Action: Approve purchase of 2 outdoor “weatherproof” bulletin boards.

Why Request/Change Required (Background Information): Replaces initial boards purchased under Board approval. Those boards were “windproof”, not “weatherproof”. Those boards were returned for a full refund. (\$225.99)

Does this impact Governmental requirements? (If so, explain): n/a

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

Describe old item/process: No bulletin boards.

Describe new item/process: 2 bulletin boards.

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): \$331.98 (as of 3/6/2024)

Recurring Cost (ongoing/maintenance/etc.): minimal, cleaning.

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

Staff Recommendation (if applicable)

(Attachments: RFP, Proposals, Invoicing, etc)



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50 units

-17%

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MANAGER'S REPORT MONTECITO CDD

Informational/Action Items completed:

1. General Admin, Maintenance, and repairs
 - a. The following items were addressed/ scheduled/ repaired:
 - i. Pedestrian Gate Installs and Repairs completed.
 - ii. Pool Pump replaced.
 - iii. New Well meter scheduled for installation.
 - iv. No parking signs reviewed for updates and location change.
 - v. Received Bid for Children at play signs.
 - vi. Completed monthly emergency light check in the clubhouse.
 - vii. Repaired women's restrooms door on pool deck and replaced both locks.
 - viii. Replaced Flag on Flagpole at clubhouse.
 - ix. Annual Fire inspection for Clubhouse completed.
 - x. Game Room Rules Sign Hung on Wall for display.
 - xi. Water Meter reading completed and sent to district engineer.
 - xii. Gym Rules sign rehung for display.
 - xiii. Gym Equipment Deep Cleaned.
 - xiv. Weekly landscaping meeting completed.
2. Vesta Ticket system –
 - a. All work orders answered and actioned as needed.
 - b. Ticket report included in GM weekly report.
 - c. How to guide located under resources on website.
3. Parking Violations – Records.
 - a. Violations are updated weekly, printed, and placed in binder for recording purposes.
4. Pictures of violations are stored in "car violations" folder and stored on drive.

Montecito
Community Development District

**Financial Report For
February 2024**

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MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2024

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 2/29/24
REVENUES		
O&M Assessments	956,658	921,655
Debt Assessments	335,129	321,914
Interest Income	0	834
Stormwater Control Cost Share	4,136	0
Carryforward Surplus	0	0
Miscellaneous Income	0	2,565
Clubhouse Rental	0	200
Total Revenues	\$ 1,295,923	\$ 1,247,168
EXPENDITURES		
Administrative Expenditures		
Supervisor Fees	12,000	4,000
Payroll Taxes	0	334
District Engineer	15,000	4,934
Legal Fees	40,000	28,238
District Management	58,300	22,500
Continuing Disclosure	0	0
Assessment Roll	5,300	0
Information Technology	1,908	0
Website Maintenance	1,272	2,607
Auditing Services	5,000	0
Arbitrage Rebate Calculation	450	0
Trustee Fees	3,250	0
Public Officials/General Liability Insurance	19,102	41,504
Legal Advertising	3,000	0
Dues, Licenses & Subscriptions	175	538
Property Appraiser Expenditure	250	0
Reimbursable Expenditures	1,200	0
Contingency/Miscellaneous	2,400	682
Bank Service Charges	0	536
Postage and Delivery	0	749
Office Supplies	0	728
Lake Maintenance	0	2,400
Signs	0	2,151
Total Administrative Expenditures	\$ 168,607	\$ 111,901
EXPENDITURES		
Maintenance Expenditures		
Field Management		
Amenity and Field Management Contract	157,520	65,633
Property Insurance	51,117	0
Employee - Workers Comp	0	0
ADP Fees	0	0
Field Management Subtotal	208,637	65,633
Amenity Center Operations		
Repairs & Maintenance (Non-HVAC)	12,000	0
HVAC Repairs & Maintenance	2,000	2,181
Office Supplies	1,500	413
Janitorial Supplies	1,850	4,971
Janitorial Services	12,540	0
Pest Control & Termite Bond	1,203	160
Fitness Equipment Repairs & Maintenance	3,000	305
Playground Repairs & Maintenance	1,000	0
Pool Service Repairs & Maintenance	15,000	8,711
Gate Maintenance	0	0
Amenity Center Operations Subtotal	50,093	16,741
Irrigation		
Irrigation Repairs & Maintenance	25,000	7,532
Irrigation Monitoring	6,388	13,895
Hoover Pumps Repairs & Maintenance	17,500	7,192
Irrigation Subtotal	48,888	28,619
Stormwater Control		
Aquatic Maintenance & Repairs	12,430	0
Fountain Service Repairs & Maintenance	9,000	19,014
Stormwater Control Subtotal	21,430	19,014

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2024

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 2/29/24
EXPENDITURES		
Landscaping		
Landscaping Contracted Services	103,425	73,092
Additional Landscaping Repairs & Maintenance	20,000	7,900
Entrance/Amenity Plant Replacement	2,400	0
Mulch	15,000	12,575
Palm Tree Maintenance	14,700	0
Oak Tree Maintenance	6,825	0
<u>Landscaping Subtotal</u>	162,350	93,567
Common Areas, Right of Ways & Perimeter Walls		
Street Light Repairs & Maintenance	9,000	0
Entrance Vehicular Gates Repairs & Maintenance	7,760	1,533
Pedestrian Entry Gates & Walls Maintenance	8,000	0
Common Area Repairs & Maintenance	6,000	764
Sidewalk Cleaning	8,000	0
<u>Commons Areas, Right of Ways & Perimeter Walls Subtotal</u>	38,760	2,297
Security Monitoring Services		
Fire Detection Services	2,432	3,066
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	3,125
Utilities		
Electric Services	54,394	17,016
Telephone, Fax & Internet	3,946	2,084
Water & Sewer Services	4,000	627
Gate Kiosk Internet Services	2,850	0
<u>Utilities Subtotal</u>	65,190	19,727
Other		
Contingency/Miscellaneous Expenditures	10,000	46,041
<u>Other Subtotal</u>	10,000	46,041
Total Operations & Maintenance Expenditures	\$ 614,978	\$ 294,764
Total Expenditures	\$ 783,585	\$ 406,665
Other Financing Uses		
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	406,665
REVENUES LESS EXPENDITURES	\$ 392,528	\$ 840,503
Bond Payments	(315,021)	(303,059)
BALANCE	\$ 77,507	\$ 537,444
County Appraiser & Tax Collector Fee	(25,836)	(24,053)
Discounts For Early Payments	(51,671)	(48,844)
EXCESS/ (SHORTFALL)	\$ -	\$ 464,547
Carryover From Prior Year	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 464,547

Bank Balance As Of 2/29/24	\$ 1,000,073.43
Accounts Payable As Of 2/29/24	\$ 41,583.61
Accounts Receivable As Of 2/29/24	\$ -
Capital Reserve As Of 2/29/24	\$ 264,592.00
Roadway Reserve As Of 2/29/24	\$ 149,710.00
Available Funds As Of 2/29/24	\$ 544,187.82

Montecito Community Development District
Expenditures
October 2023 through February 2024

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Debit</u>
Expenditures					
01-1301 • Supervisor Fees					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	2,000.00
	01/02/2024	PR 12.13.23		mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	1,000.00
	01/24/2024	PR 01.10.24		mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	1,000.00
Total 01-1301 • Supervisor Fees					<u>4,000.00</u>
01-1310 • Engineering					
	10/31/2023	98230	Culpepper Terpening Inc.	Professional Services through October 31, 2023	2,385.00
	12/31/2023	98520	Culpepper Terpening Inc.	Professional Services through December 31, 2023	2,548.75
Total 01-1310 • Engineering					<u>4,933.75</u>
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
	01/31/2024	2024-0109	Special District Services	Management Fee Jan 2024	4,500.00
	02/29/2024	2024-0231	Special District Services	Management Fee Feb 2024	4,500.00
Total 01-1311 • Management Fees					<u>22,500.00</u>
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
	12/31/2023	184813	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Dec 2023	9,117.50
	01/31/2024	185965	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Jan 2024	7,027.50
Total 01-1315 • Legal Fees					<u>28,237.50</u>
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)					<u>15,218.00</u>
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					<u>26,286.00</u>
01-1511 • Bank Service Charges					
	10/23/2023			Service Charge	172.77
	10/31/2023			Service Charge	38.00
	10/31/2023			Service Charge	38.16
	10/31/2023			Service Charge	35.63
	11/17/2023	1422	Truist Bank	LATE PAYMENT FEE	39.00
	11/17/2023	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	22.74
	11/23/2023			Service Charge	45.12
	11/30/2023			Service Charge	8.00
	11/30/2023			Service Charge	8.00
	11/30/2023			Service Charge	34.86
	12/23/2023			Service Charge	22.42
	12/31/2023			Service Charge	2.47
	01/17/2024	1422	Truist Bank	LATE PAYMENT FEE	29.00
	01/17/2024	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	14.22
	01/31/2024			Service Charge	14.69
	02/17/2024	01/18/24-02/17/24	Truist Bank	PURCHASE *FINANCE CHARGE*	11.10
Total 01-1511 • Bank Service Charges					<u>536.18</u>

Montecito Community Development District
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	Date	Invoice #	Vendor	Memo	Debit
01-1512 • Miscellaneous					
	11/14/2023			bank fee	36.00
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	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
	01/02/2024	PR 12,13,23		mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	140.00
	01/17/2024	1422	Truist Bank	PUBLIX	4.49
	01/24/2024	PR 01.10,24		mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	53.75
	01/31/2024	2024-0109	Special District Services	Travel Dec 2023	95.63
	02/29/2024	2024-0231	Special District Services	Travel Jan 2024	97.82
Total 01-1512 • Miscellaneous					682.46
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
	01/31/2024	2024-0109	Special District Services	FedEx	0.00
	02/09/2024		Brevard County Tax Collector	Postage and Delivery	30.38
	02/29/2024	2024-0231	Special District Services	FedEx Jan 2024	43.98
	02/29/2024	2024-0231	Special District Services	Postage Jan 2024	8.04
Total 01-1513 • Postage and Delivery					748.53
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
	01/31/2024	2024-0109	Special District Services	Copier Dec 2023	129.60
	01/31/2024	2024-0109	Special District Services	Meeting Books Dec 2023	40.00
	02/29/2024	2024-0231	Special District Services	Copier Jan 2024	79.35
	02/29/2024	2024-0231	Special District Services	Meeting Books Dec 2023Jan 2024	36.00
Total 01-1514 • Office Supplies					728.45
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
	12/17/2023	1422	Truist Bank	Mailchimp	26.50
	01/17/2024	1422	Truist Bank	Staples	75.79
	01/17/2024	1422	Truist Bank	Mailchimp	26.50
	02/17/2024	01/18/24-02/17/24	Truist Bank	Mailchimp	26.50
Total 01-1540 • Dues, License & Subscriptions					537.79

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01-1570 • Website Maintenance					
	10/01/2023	413755	Vesta Property Services, Inc.	Website Maintenance	200.00
	10/31/2023	2023-1335	Special District Services	Website Fee Oct 2023	300.00
	11/01/2023	414431	Vesta Property Services, Inc.	Website Maint	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
	12/01/2023	415295	Vesta Property Services, Inc.	Association Website	200.00
	12/31/2023	2023-1923	Special District Services	Website Fee Dec 2023	300.00
	12/31/2023	416490	Vesta Property Services, Inc.	Association Website - Montecito	53.50
	01/02/2024	416187	Vesta Property Services, Inc.	Association Website	200.00
	01/31/2024	2024-0109	Special District Services	Website Fee Jan 2024	300.00
	02/01/2024	416717	Vesta Property Services, Inc.	Website Maintenance	200.00
	02/29/2024	2024-0231	Special District Services	Website Fee Feb 2024	300.00
Total 01-1570 • Website Maintenance					2,607.00
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 & material to complete required repairs from outage 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 the October 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 following shrubs 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
	01/01/2024	19056	Progreen Services LLC	Monthly Landscape Maintenance Service - Jan 2024	6,500.00
	02/01/2024	19355	Progreen Services LLC	Monthly Landscape Maintenance Service- Feb 2024	6,500.00
Total 01-1801 • Landscaping Maintenance					73,091.57
01-1807 • Lake Maintenance					
	10/11/2023	31393A	Fountain Design Group Inc.	CONTROL PANEL PADLOCK TECHNICIAN INSTALLED NEW CONTROL PANEL LOCKS ON ALL SIX PANELS FOR THE LAK...	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
	12/18/2023	460982	ECOR Industries	Aquatic Weed Control Service-Dec 2023	530.00
	01/10/2024	461551	ECOR Industries	Aquatic Weed Control Service-Jan 2024	530.00
Total 01-1807 • Lake Maintenance					2,400.02
01-1812 • Signs					
	11/13/2023	INV-228	Paradise Signs and Graphics	DESCRIPTION: Multiple signs for the Montecito Community	2,151.33
Total 01-1812 • Signs					2,151.33
01-1814 • Electricity					
	10/02/2023		FPL	ACH PMT	27.19
	10/31/2023		FPL	ACH PMT	27.19
	10/31/2023		FPL	ACH PMT	50.93
	10/31/2023		FPL	ACH PMT	54.61
	10/31/2023		FPL	ACH PMT	103.93
	10/31/2023		FPL	ACH PMT	445.28
	10/31/2023		FPL	ACH PMT	693.77
	10/31/2023		FPL	ACH PMT	732.65
	10/31/2023		FPL	ACH PMT	1,122.86

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11/28/2023		FPL		49.06
11/28/2023		FPL		51.86
11/28/2023		FPL		70.83
11/28/2023		FPL		275.31
11/28/2023		FPL		414.10
11/28/2023		FPL		704.06
11/28/2023		FPL		768.27
11/28/2023		FPL		955.83
12/28/2023		FPL		50.93
12/28/2023		FPL		52.83
12/28/2023		FPL		278.87
12/28/2023		FPL		367.52
12/28/2023		FPL		406.24
12/28/2023		FPL		738.93
12/28/2023		FPL		749.36
12/28/2023		FPL		906.71
01/30/2024		FPL		57.28
01/30/2024		FPL		58.05
01/30/2024		FPL		140.31
01/30/2024		FPL		415.69
01/30/2024		FPL		459.97
01/30/2024		FPL		631.45
01/30/2024		FPL		768.48
01/30/2024		FPL		933.54
02/26/2024		FPL		380.43
02/26/2024		FPL		51.79
02/26/2024		FPL		52.48
02/26/2024		FPL		986.24
02/26/2024		FPL		138.37
02/26/2024		FPL		761.86
02/26/2024		FPL		664.39
02/26/2024		FPL		416.16
Total 01-1814 · Electricity				17,015.61
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
12/17/2023	1422	Truist Bank	WWP*STARK EXTERMINATOR	350.00
12/18/2023	9665	Secure Fence and Rail, LLC	Fence Install - Final	1,112.00
12/23/2023	23-00407	Space Coast Bee Services Inc.	Bee & Nest Removal—Irrigation valve box @ 145 Redondo Dr. Treat nest,flush and remove comb.	145.00
01/11/2024	3252277	Collis Roofing Inc.	Final Installment Original BID	3,764.20
02/01/2024	122268	Markle Construction, LLC	MONTECITO CLUBHOUSE Modify opening and install new microwave. Labor \$75/hr/4 hours Plywood, scre...	308.00
02/19/2024	9010-D	Secure Fence and Rail, LLC	-INSTALL 14' OF 6" TALL TAN VINYL PRIVACY FENCE-INSTALL (5) 8'-6" TALL BLACK COMMERCIAL ALUMINUM...	6,066.00
02/20/2024	29814	Lock Haven-1	***MONE CITO CLUB HOUSE *** Service Call Passage lever locksets (Women & Men Restroom door) Hr L...	420.00
Total 01-1815 · Maintenance Contingency				46,043.00
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

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	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
	01/24/2024	517195	Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Trip Charge	59.00
	01/25/2024	517823	Sonitrol of Tallahassee	Fire Alarm Test & Inspection02/01/2024 - 02/29/2024	565.92
	02/25/2024	522358	Sonitrol of Tallahassee	Fire Alarm Test & Inspection03/01/2024 - 03/31/2024	565.92
Total 01-1817 · Fire Detection Services					3,065.60
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
01-1821 · Telephone					
	10/11/2023		Spectrum	ACH PMT	99.99
	10/11/2023		Spectrum	ACH PMT	99.99
	10/12/2023		Spectrum	ACH PMT	321.13
	11/13/2023		Spectrum		99.99
	11/13/2023		Spectrum		99.99
	11/13/2023		Spectrum		321.13
	12/11/2023		Spectrum		99.99
	12/11/2023		Spectrum		99.99
	12/11/2023		Spectrum		321.13
	01/11/2024		Spectrum		99.99
	01/11/2024		Spectrum		99.99
	01/12/2024		Spectrum		321.13
Total 01-1821 · Telephone					2,084.44
01-1822 · Water & Sewer-Recreation Fac					
	10/30/2023		City of Melbourne Utilities	ACH PMT	189.93
	11/27/2023		City of Melbourne Utilities		148.15
	01/02/2024		City of Melbourne Utilities		163.81
	01/29/2024		City of Melbourne Utilities		124.82
Total 01-1822 · Water & Sewer-Recreation Fac					626.71
01-1825 · Landscape Enhancements					
	11/30/2023	18805	Progreen Services LLC	Provide labor and material to complete Artesian Well abandonmentincluding Brevard County permit....	3,400.00
	01/29/2024	19231	Progreen Services LLC	Removal of 5 Royal Poinciana Trees Tree Care	4,500.00
Total 01-1825 · Landscape Enhancements					7,900.00
01-1828 · Mulch					
	12/31/2023	19097	Progreen Services LLC	12/29/2023 Provide labor and material to install red lava Rock in beds aroundthe clubhouse. Not ...	12,575.00
Total 01-1828 · Mulch					12,575.00
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
	12/14/2023	31954A	Fountain Design Group Inc.	1 LAKE COQUINA: 5HP 230V, 1PH UL LISTED ELECTRICAL CONTROL PANEL	3,439.00
	02/12/2024	32423A	Fountain Design Group Inc.	TECHNICIAN PERFORMED A ONE TIME CLEANING TOREMOVE ALGAE FROM THE LAKE CATALINA FOUNTAIN.	240.00
Total 01-1829 · Fountain Repairs & Maint					19,013.81
01-1830 · Irrigation Repairs					

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	01/02/2024	2248	Insight Irrigation Monitoring	Replace Clubhouse Controller. Included installation of Hunter ACC2, expansion module, LTE card, ...	6,900.00
	02/09/2024	19497	Progreen Services LLC	Irrigation Repair Mainline Repair	632.26
Total 01-1830 · Irrigation Repairs					7,532.26
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
	01/01/2024	2247	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring Jan 2024	499.00
	01/18/2024	2262	Insight Irrigation Monitoring	Annual Communication Fee	450.00
	02/01/2024	2312	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring Feb 2024	548.90
Total 01-1831 · Irrigation Monitoring					13,894.90
01-1833 · Hoover Pumps - Repairs					
	11/09/2023	176874	Hoover Pumping Systems Corporation	8563-Montecito Phase 2C:PM 8563- INV #176874. Due 11/21/2023. Orig. Amount \$4,198.33.	4,198.33
	12/01/2023	169744	Hoover Pumping Systems Corporation	Nature of Call 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
	02/16/2024	178946	Hoover Pumping Systems Corporation	Work Performed Hoover technician Tony sent email/text to Rusty and Tina prior to arrival.	210.00
Total 01-1833 · Hoover Pumps - Repairs					7,191.80
01-1834 · Gate Maintenance					
	01/08/2024	1079453	Florida Door Control Of Orlando Inc.	Customer approved having the batteries replaced. 1/5/2024 RB 1HR Arrived- Re...	248.00
	01/29/2024	1079760	Florida Door Control Of Orlando Inc.	Stinger2 300MHz, 10 Dip, Gray Button, Viso 50Freight Charges	925.00
	01/29/2024	1079737	Florida Door Control Of Orlando Inc.	On 01/14 the gates were not open per the set scheduled times, Gates should...	360.00
Total 01-1834 · Gate Maintenance					1,533.00
01-1836 · Common Area Repairs & Maint					
	10/09/2023	09-15314	GAULT ELECTRIC LLC	REPLACED DEFECTIVE LAMP IN LIGHT ON THE CORNEROF MISSION BAY AND POINT LOBOS	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
	12/17/2023	1422	Truist Bank	LOWES	34.99
	01/17/2024	1422	Truist Bank	AMZN	119.97
Total 01-1836 · Common Area Repairs & Maint					763.86
01-1852 · Facility A/C & Heating R&M					
	11/15/2023	i10140	Complete Air and Heat Inc	quarterly maintenance (agreement goodfor 1 year) on 4 A/C systems atclubhouse.	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 4systems. Flushed and treated all drainlines and drain pans, adde...	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
	12/17/2023	1422	Truist Bank	Staples	44.89

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	12/17/2023	1422	Truist Bank	Amazon.com*JT7NX7K13	86.33
	01/17/2024	1422	Truist Bank	LOWES	80.44
	01/17/2024	1422	Truist Bank	Amazon.com	46.86
	02/17/2024	01/18/24-02/17/24	Truist Bank	LOWES	39.98
	02/17/2024	01/18/24-02/17/24	Truist Bank	Amazon.com	23.98
Total 01-1853 · Amenity Ctr Office Supplies					412.51
01-1855 · Amnty Ctr Janitorial Svs					
	10/30/2023	1580039669	Coverall North America	Special Commercial 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
	02/01/2024	1580041142	Coverall North America	Commercial Cleaning Services - Jan 2024	650.00
	02/29/2024	2024-0231	Special District Services	Staples	150.87
Total 01-1855 · Amnty Ctr Janitorial Svs					4,970.87
01-1856 · Pool Service Contr & Repairs					
	10/01/2023	204666	Brevard Pools Inc.	October maintenance customer request staying at 3 times a week between Oct throughMarch.	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
	01/01/2024	209273	Brevard Pools Inc.	January 2024 maintenance.	643.00
	02/01/2024	210742	Brevard Pools Inc.	February 2024 maintenance.	643.00
Total 01-1856 · Pool Service Contr & Repairs					8,710.98
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					305.00
01-1859 · Pest Control & Termite Bond					
	11/20/2023	53732194	Stark Exterminators	208 Montecito Drive, Satellite Beach, FL 3293710/16/2353732194Pest Control Service	80.00
	12/18/2023	54527713	Stark Exterminators	208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service Dec 2023	80.00
Total 01-1859 · Pest Control & Termite Bond					160.00
01-1862 · Amenity and Field Mgmt Contract					
	10/01/2023	413755	Vesta Property Services, Inc.	General Manager	10,735.00
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	10,735.00
	12/01/2023	415295	Vesta Property Services, Inc.	General Manager	10,735.00
	01/02/2024	416187	Vesta Property Services, Inc.	General Manager	10,735.00
	02/01/2024	416717	Vesta Property Services, Inc.	General Manager	10,735.00
Total 01-1862 · Amenity and Field Mgmt Contract					53,675.00
01-1863 · Facilities Attendant					
	10/01/2023	413755	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	11/01/2023	414431	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	12/01/2023	415295	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	01/02/2024	416187	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	02/01/2024	416717	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
Total 01-1863 · Facilities Attendant					11,958.35
01-1901 · Employee-P/R Taxes					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	167.00

Montecito Community Development District
Expenditures
October 2023 through February 2024

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Debit</u>
	01/02/2024	PR 12.13.23		mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S)	83.50
	01/24/2024	PR 01.10.24		mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	83.50
Total 01-1901 - Employee-P/R Taxes					334.00
Total Expenditures					406,665.06

Montecito Community Development District
Debt Service (Series 2022) Profit & Loss Report February 2024

	Annual Budget 10/1/23 - 9/30/24	Actual Feb-24	Year To Date Actual 10/1/23 - 2/29/24
Revenues			
Interest Income (DS)	0	430	2,051
NAV Tax Collection	315,021	5,568	303,059
Bond Prepayments	0	0	0
Total Revenues	\$ 315,021	\$ 5,998	\$ 305,110
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)	\$ -	\$ 5,998	\$ 249,469

Debt Service Fund Balance As Of 9/30/23	\$ 127,097.60
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Revenue Fund Balance As Of 2/29/24	\$ 337,490.03
Reserve Fund Balance As Of 2/29/24	\$ 33,508.89
A/R Non Ad Valorem Receipts Balance As Of 2/29/24	\$ 5,568.15
Total Debt Service Fund Balance As Of 2/29/24	\$ 376,567.07

Series 2022 Bond Balance As Of 2/29/24	\$ 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	5	Brevard County Tax Collector	01/10/24	NAV Taxes	\$ 36,514.09		\$ (708.38)	\$ (1,095.40)	\$ 34,710.31	\$ 27,042.34	\$ 9,471.75	\$ 25,706.46	\$ 9,003.85	\$ 9,003.85
7	Int - 1	Brevard County Tax Collector	01/31/24	Interest		\$ 2,575.01			\$ 2,575.01	\$ 2,575.01		\$ 2,575.01		\$ -
8	6	Brevard County Tax Collector	02/09/24	NAV Taxes	\$ 22,350.38		\$ (438.06)	\$ (447.02)	\$ 21,465.30	\$ 16,552.68	\$ 5,797.70	\$ 15,897.15	\$ 5,568.15	\$ 5,568.15
9									\$ -					\$ -
10									\$ -					\$ -
11									\$ -					\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
16									\$ -					\$ -
					\$ 1,240,994.14	\$ 2,575.01	\$ (24,053.49)	\$ (48,844.45)	\$ 1,170,671.21	\$ 921,655.20	\$ 321,913.95	\$ 867,612.21	\$ 303,059.00	\$ 303,059.00

Note

2-9-24 Deposit Was For \$21,434.92, which included postage expenditure deduction of \$30.38

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.

\$ 1,240,994.14	
\$ 2,575.01	\$ 1,170,671.21
\$ (921,655.20)	\$ (867,612.21)
\$ (321,913.95)	\$ (303,059.00)
\$ -	\$ -