

# MONTECITO COMMUNITY DEVELOPMENT DISTRICT

## **BREVARD COUNTY**

REGULAR BOARD MEETING & PUBLIC HEARING AUGUST 14, 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 & PUBLIC HEARING

ZOOM LINK: <u>HTTPS://US02WEB.ZOOM.US/J/3341025012</u> CALL IN: (305) 224 1968 MEETING ID: 334 102 5012

August 12, 2024 9:30 A.M.

A.	Call to Order
B.	Proof of PublicationPage 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. July 10, 2024 Regular Board Meeting Minutes
G.	Landscape and Irrigation Report
	1. ProGreenPage 7
	2. Consider Ratification of Landscape Proposals
H.	Public Hearing – Amenity Center Rules
	1. Proof of PublicationPage 13
	<ol> <li>Receive Public Comments on Amending the Adopted Rules, Policies, and Fees for the Montecito Amenity Center</li> </ol>
	3. Consider Resolution No. 2024-08 – Amending the Adopted Rules, Policies, and Fees for the Montecito Amenity Center
I.	Public Hearing – Final Budget
	1. Proof of PublicationPage 20
	2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget
	3. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2024/2025 Final Budget
J.	Old Business
	1. Status of Consumptive Use Permit (CUP) Compliance
	2. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
	3. Consider HOA Room Rental Agreement Proposal for HOA's
K.	New Business
	Consider Approval District Management Agreement between the District and PFM Group Consulting LLC
L.	General Manager's Report and Related Business Items
	1. General Manager's Report
	2. Homeowner Request
	3. Supervisor Request

M.	Administrative Maters
	1. Legal Report
	2. Engineer Report
	3. Managers' Report
	a. FinancialsPage 63
N.	Board Member Requests
O.	Comments From the Audience
P.	Announcement of Next Scheduled Board Meeting
Q.	Adjourn

Subcategory Miscellaneous Notices

Ad#10398437 7/25, 8/1/2024

NOTICE OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT

PUBLIC HEARING AND REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Montecito Community Development District (District) will hold a public hearing on August 14, 2024, at 9:30 a.m. at Montecito Beach Club located at 208 Montecito Drive, Satellite Beach, Florida 32937 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2024/2025 and the levying of the annual non-ad valorem special assessments funding said budget. A regular board meeting of the District will also be held at that time where the Board may consider agenda items and any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the Districts website (www.montecitocdd.org) or at the offices of the District Manager, Special District Services, Inc., located at 10807 SW Tradition Square, Port St. Lucie, Florida 34987 during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (772) 345-5119 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony 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 REGULAR BOARD MEETING JULY 10, 2024

#### A. CALL TO ORDER

The July 10, 2024, 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, Eric Smith, Rich Wellman, and Tanja Glynn.

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 (via Zoom), and General Manager Tina Campbell of Vesta Property Services.

Also present via Zoom was Mr. Clifford Repperger of Whitebird Law.

#### D. ADDITIONS OR DELETIONS TO THE AGENDA

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

- ProGreen Proposal #6778
- ProGreen Proposal #6803
- ProGreen Proposal #6804
- ProGreen Proposal #6806
- ProGreen Proposal #6845

There were no further additions or deletions to the agenda.

#### E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

Mark Nehiba offered an apology to Mr. Sakuma for the way the district management transition announcement was managed and expressed his gratitude to Mr. Sakuma for his professionalism.

James Bordeau voiced his concern about the continuity of district services with switching vendors too frequently.

#### F. APPROVAL OF MINUTES

#### 1. June 12, 2024, Regular Board Meeting Minutes

A **motion** was made by Ms. Glynn, seconded by Mr. Smith, and passed unanimously to approve the June 12, 2024, Regular Board Meeting minutes, as presented.

#### G. LANDSCAPING AND IRRIGATION REPORTS

#### 1. ProGreen

Mr. Sakuma announced the report was included in the Board package. Rusty Kahue from ProGreen was in the audience to answer questions from the Board. Mr. Kahue provided a grass history report and discussed alternative landscaping options for Montecito common areas (Zoysia grass and eco turf) that would be more drought tolerant. He also notified the Board that he would be giving a Florida Friendly presentation and providing proposals for Zoysia and eco turf at the August 14, 2024, Board Meeting.

The Board considered the following items:

- ProGreen Proposal #6778
- ProGreen Proposal #6803
- ProGreen Proposal #6804
- ProGreen Proposal #6806
- ProGreen Proposal #6845

After Board discussion, Mr. Henson made a **motion**, seconded by Mr. Wellman, and passed unanimously approving ProGreen Proposals #6778 Irrigation Repair (\$1,000), Irrigation Repair #6803 (\$1,664.72), Irrigation Repair #6804 (\$1,912.50), Irrigation Repair #6845 (\$1,818.32) and Florida Friendly common area enhancement #6806 (\$1,800).

#### 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 well usage reporting is current. Mr. Mathes also notified the Board that the chloride reporting still has not been completed, but Ms. Campbell is in the process of researching vendors to complete the testing.

#### 2. Status of Parcel Conveyances-Final 11 Parcels from Montecito CDD Holdings

District Counsel Micheal Pawelczyk stated that the District was ready to close on the parcels and was still awaiting legal review from Montecito CDD Holdings.

After Board discussion, the was a consensus to direct the District Manager to send an email to Montecito CDD Holdings requesting attorney information to expedite the completion of the conveyance.

#### 3. Status of HOA Room Rental Agreement

Mr. Sakuma is still waiting on a response from HOA on the draft rental agreement and will follow up again for a status update.

#### I. NEW BUSINESS

#### 1. Discussion Regarding Revised Stormwater Acknowledgement and Agreement

Mr. Pawelczyk gave an explanation of the purpose of the Stormwater Acknowledgement Agreement and advised that updating the agreement to reflect the current Parcel 3 owners will make invoicing more efficient.

Mr. Pawelczyk recommended the following changes to the agreement

- Bolding of the official records book/page (pg. 1)
- PFM Management company's address listed on the agreement for notices

After Board discussion, Ms. Glynn made a **motion**, seconded by Mr. Smith, and passed unanimously approving the revised Stormwater Acknowledgement and Agreement in substantial final form, amending the notice address to PFM Group Consulting, and pending verification of any possible outstanding monies owed.

#### 2. Consider Ratification of Pool Service Amendment

Mr. Wellman voiced his concern regarding the pool not being properly maintained and suggested contracting a new vendor for services. Ms. Campbell responded that it is difficult to get a pool vendors during the peak season, but that she would move forward with requesting proposals once the summer season ends.

After Board discussion, Mr. Smith made a **motion**, seconded by Ms. LeCesne, and passed unanimously approving ratification of the Brevard Pools Service Agreement.

#### 3. Consider Approval of Fountain Replacement Quote

Ms. Campbell presented the fountain quote from Solitude and stated that the current fountain is not able to be repaired and will require replacement.

After Board discussion, there was a consensus to table this item pending an updated proposal from Solitude and two additional proposals.

#### 4. Review, Discuss and Approval of PFM DM Agreement

Mr. Wellman notified staff that he did not receive a copy of the PFM agreement. Mr. Sakuma responded that it was sent via email, and he would verify that it had been sent.

Mr. Wellman asked the Board for the reasoning behind transitioning to a new District management company. Mr. Sakuma stated that he would provide Mr. Wellman with the audio recording of the June 12, 2024, Board Meeting. Ms. LeCesne responded with the concerns she had on the lack of communication and clear understanding on the delegation of duties and CDD objectives. Mr. Wellman

asked if Mr. Sakuma was provided with an evaluation or feedback. Ms. LeCesne responded that an evaluation was not performed but she provided Mr. Sakuma with feedback.

After Board discussion, Mr. Pawelczyk recommended all board members submit any PFM agreement changes or questions to him, and he will work with PFM legal counsel and bring the revised document back to the Board for consideration on the August 14, 2024, Board Meeting.

Ms. LeCesne asked staff to provide the Board with the CIP budget Excel file. Mr. Sakuma responded that we would send the file via email.

#### J GENERAL MANAGER'S REPORT AND RELATED BUSINESS ITEMS

#### 1. General Manager's Report

The General Manager's Report was provided by Ms. Campbell, who was present to answer any questions. Mr. Henson stated that the beach access pedestrian gate does not close. Ms. Glynn suggested a hydraulic arm and Mr. Wellman suggested changing the henge. Ms. Campbell responded that she is aware and has a vendor coming out for gate inspections.

Consensus of the Board to direct staff to get quotes for clubhouse chair replacements.

#### 2. Homeowner Requests

Betsy stated that Progreen did a good job on the project for placing the stones along the fence on Carlsbad but would like the rocks to go all the way down to where Carlsbad meets Redondo. She also voiced her concern about the for-sale signs posted on the property owned by Hunt Properties. Ms. LeCesne asked for a recommendation from Mr. Pawelczyk. Mr. Pawelczyk reiterated that Montecito CDD does not have any authority in regard to Hunt Properties and if any residents have concerns to contact the city of Satellite Beach Code Enforcement Department. He stated that signs can be removed if they are on CDD but not without an agreement in place.

#### 3. Supervisor Requests

There were no supervisor requests.

#### K. ADMINISTRATIVE MATTERS

#### 1. Legal Report

Mr. Pawelczyk stated that he would provide a legislative update memo in the agenda package for the August 14, 2024, Board Meeting and send it to the Board via email as well.

#### 2. Engineer Report

There was no engineer report.

#### 3. Manager Report

a. Financials

Mr. Sakuma advised that the financial report was included in the Board package and answered several questions from the Board.

Mr. Sakuma reminded the Board of the four hours of required ethics training to be completed by December 31, 2024.

#### L. BOARD MEMBER COMMENTS

There were no further comments from the Board.

#### M. COMMENTS FROM THE AUDIENCE

James Bordeau (Townhome HOA President) stated that the draft HOA rental agreement is with their legal counsel for review. He also voiced his concern about the aesthetics of the rocks being shifted in the lakes and asked if they could be returned to their original positions with signs that state not to throw/touch the rocks. Mr. Bordeau appreciated the poster board enclosure but suggested a larger size. Ms. Campbell responded that larger poster boards are in the process of being installed. Ms. Glynn and Ms. LeCesne suggested placing a whiteboard in the enclosure. Consensus of the Board for staff to place a whiteboard in the enclosure.

#### N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced that the next scheduled meeting was August 14, 2024, at 9:30 a.m.

#### O. ADJOURNMENT

There being no further business to come before the Board, Ms. LeCesne made a **motion**, seconded by Ms. Glynn, adjourning the meeting at 1:12 p.m. The meeting adjourned without objection.

ATTESTED BY:	
Secretary/Assistant Secretary	Chairperson/Vice-Chair



Date: 8/6/24

#### **Montecito CDD Monthly Executive Summary – ProGreen Services**

#### **Completed Projects:**

#### Weekly:

Walked the property weekly due to Tina being out of the office the past few weeks.

#### Daily Task:

7/1 - Mainline repair completed on the west pump for the single-family community.

7/4- Mowing services were cancelled due to the number of flags that had been installed in the landscape throughout the community. Tina and the community were notified.

7/6 – Received a work ticket for the verge area in front of 744 Ventura Dr. It was reported that an individual tripped and fell injuring themselves. The area was inspected on 7/8 and determined not to be a trip hazard as the area is off the sidewalk in the ground area of the verge. All components of the irrigation were operational as well and not causing any unnecessary erosion.

7/9 – Insight reported a small outage on the west pump station. Mostly along Point Verde.

7/16 – Insight reported a cycling issue with the Clubhouse pump station when the valve was closed. Inspected the system and no issues were present.

7/17-7/22 – Sprayed grass in the CDD areas for weeds and chinch bugs.

7/22 – Insight Reported a large outage for the west controller. Communication was sent out on 7/23 regarding the outage which spanned from South Mission Bay onto the entire Montecito Dr. area.

7/23 & 7/30 – Provided supplemental weed control in CDD bed areas.

7/22 – Insight reported a cycling issue again with the Clubhouse pump station when the valve was closed. Inspected the system and no issues were present. Advised to call Hoover for inspection.



7/29 – Insight reported a 180gpm flow warning off the Clubhouse pump station. 7/30 the 4" mainline was located and repaired the next day.

7/30 - We reported a hole in the roadway along Palos Verde, it's in the middle of the street in front of 696 Palos Verde. It needs to be inspected as soon as possible.

7/30 – Sprayed growth regulator in designated CDD areas for the shrubs.





#### **Maintenance Service Schedule:**

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

- Mowing Schedule for August weekly. Subject to change depending on weather
- Detail Schedule Weekly
- Bed Weed Treatments Weekly



Estimate 6985

5450 10th Avenue North Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

ADDRESS

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE 07/29/2024 TOTAL **\$1,743.52** 

P.O. NUMBER SALES REP PROPERTY
Irrigation Repair Rusty Kahoe Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/23/2024	Irrigation Repair 644 Mission Bay- 664 Mission Bay Outage Repair 7/23/24	1	0.00	0.00
	Irrigation Repair 120' Hunter 14/2	120	0.92	110.40
	Irrigation Repair Conduit	12	40.00	480.00
	Irrigation Repair 3M Connectors	20	5.00	100.00
	Irrigation Repair Jumbo Green Valve Box	1	78.12	78.12
	Irrigation Repair Labor	10	97.50	975.00

We appreciate the opportunity!

TOTAL \$1,743.52

THANK YOU.

Accepted By Accepted Date



Estimate 6986

5450 10th Avenue North Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

ADDRESS

Montecito Community
Development District

219 E. Livingston Street

Orlando, FL 32801

Montecito CDD

DATE 07/29/2024 TOTAL **\$2,328.20** 

P.O. NUMBER SALES REP PROPERTY
Irrigation Repair Rusty Kahoe Montecito CDD

DATE DESCRIPTION	QTY	RATE	AMOUNT
Irrigation Repair West Zones 14-19 Behind 285 Point Lobos Outage Repair 7/23/24	1	0.00	0.00
Irrigation Repair 210' Hunter 14/2	210	0.92	193.20
Irrigation Repair Conduit	21	40.00	840.00
Irrigation Repair 3M Connectors	20	5.00	100.00
Irrigation Repair Round Valve Box	1	25.00	25.00
Irrigation Repair Labor	12	97.50	1,170.00

We appreciate the opportunity!

TOTAL \$2,328.20

THANK YOU.

Accepted By Accepted Date



Estimate 6987

5450 10th Avenue North Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

**ADDRESS** 

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE 07/29/2024 TOTAL **\$1,332.00** 

P.O. NUMBER

**SALES REP** 

**PROPERTY** 

Irrigation Repair

Rusty Kahoe

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair West Zones 88 to 89 Outage Repair 7/23/24	1	0.00	0.00
	Irrigation Repair 100' Hunter 14/2	100	0.92	92.00
	Irrigation Repair Conduit	10	40.00	400.00
	Irrigation Repair 3M Connectors	12	5.00	60.00
	Irrigation Repair Labor	8	97.50	780.00

We appreciate the opportunity!

TOTAL

\$1,332.00

THANK YOU.

Accepted By

Accepted Date



Estimate 6988

5450 10th Avenue North Greenacres, FL 33463

+18883774144

Ne phtelie B@progreen services.net

www.progreenservices.net

**ADDRESS** 

Montecito Community

Development District

Montecito CDD

219 E. Livingston Street

Orlando, FL 32801

DATE 07/29/2024 TOTAL **\$1,669.12** 

P.O. NUMBER SALES REP PROPERTY

Irrigation Repair Rusty Kahoe Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair West Zones 77 to 78 Outage Repair 7/23/24	1	0.00	0.00
	Irrigation Repair 105' Hunter 14/2	105	0.92	96.60
	Irrigation Repair Conduit	11	40.00	440.00
	Irrigation Repair 3M Connectors	12	5.00	60.00
	Irrigation Repair ICD 200 Decoder	1	292.52	292.52
	Irrigation Repair Labor	8	97.50	780.00

We appreciate the opportunity!

TOTAL \$1,669.12

THANK YOU.

Accepted By Accepted Date



#### Florida

PO Box 631244 Cincinnati, OH 45263-1244

#### GANNETT

### **AFFIDAVIT 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:

07/12/2024

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 07/12/2024

Legal Clerk

Notary, State of WI,

5.15.27

My commission expires

**Publication Cost:** 

\$201.80

Tax Amount:

\$0.00

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10369349

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PO #:

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NANCY HEYRMAN Notary Public State of Wisconsin

AD#10369349 7/12/2024 NOTICE OF RULE DEVELOPMEN. 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 certain revisions to the District's Adopted Rules, Policies, and Fees for the Montecito Amenity Center ("Amenity Rules"), including, but not limited to, revisions to: (1) the section of the Amenity Rules entitled, "USE OF DISTRICT entitled, "USE OF DISTRICT PROPERTY" to amend the Use of District Property paragraphs (3)h to provide that the completed form for conditional temporary over District property access limited purposes, as provided therein, shall be executed by the District Manager of the District; and (2) the section of the Amenity and (2) the section of the Amenity Rules entitled, "FISHING AND LAKE POLICY" to amend the Fishing and Lake policy to limit fishing to hook and line, rod and reel, or handline only, while prohibiting the use of nets (other than landing nets). Specific legal authority for the rule amendments includes rule amendments 190.035, 190.01 includes Sections 190.011(5) 120.54 and 120.81, Florida Statutes. A copy of the proposed revisions to the Amenity Rules may be obtained by 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 Managetic Community sors of the Montecito Community Development District on August 14, 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

www.montecitocdd.org



#### Fiorida

PO Box 631244 Cincinnati, OH 45263-1244

#### **GANNETT**

#### **AFFIDAVIT 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:

07/12/2024

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 07/12/2024

Legal Clerk

Notary, State of WI

My commission expires

**Publication Cost:** 

\$308.36

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance,

MENTS TO THE RULES OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT In accordance with Chapters 120 and 190, Florida Statutes, the Board of Supervisors of the Montecito

Supervisors of the Monteclia Community Development District (the "District") will hold a Public Hearing on August 14, 2024 of 9:30 AM at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida 32937, for the review, consideration and adoption of certain revisions to the District's Adopted Rules, Policies, and Fees for the Montecito Rules, Policies, and Fees for the Montecito, and the School of the Rules entitled, "USE OF DISTRICT PROPERTY" providing for lemporary access to residential property owners within the District over property owned by the District or for which the District is responsible to maintain; and (2) revisions of the section of the Rules entitled, "FISHING AND LAKE POLICY".

The reason for the amendment of the above Amenity Rules is lo: (1) to amend the Use of District Property sections (3)1 and (3)h to provide that the completed and approved request form for conditional temporary access over District property for Ilmited purposes shall be executed by the District; and (2) to amend the Fishing and Lake policy to Ilmil fishing to hook and line rod and reel, or handline new form that the property of the property of

Florida Statutes
The public hearing may be continued to a later date, time and place to be specified on the record of the top the public of th

Meetings may be cancelled from lime to time without advertised notice. Montecito Community Development District

NANCY HEYRMAN Notary Public State of Wisconsin

#### **RESOLUTION 2024-08**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT **AMENDING** THE **ADOPTED** POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER TO AMEND THE FISHING AND LAKE POLICY TO LIMIT FISHING TO HOOK AND LINE, ROD AND REEL, OR HANDLINE ONLY; TO AMEND THE USE OF PROPERTY PARAGRAPHS (3)i AND (3)h TO PROVIDE THAT THE COMPLETED AND APPROVED REQUEST FORM FOR CONDITIONAL TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LIMITED PURPOSES SHALL BE EXECUTED BY THE DISTRICT MANAGER OF THE DISTRICT; 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, an 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 pursuant to Resolutions 2019-01, 2024-02, 2024-03, and 2024-05 (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 District Board desires to amend the section of the Rules entitled, "FISHING AND LAKE POLICY" to limit fishing in the District's lakes to fishing hook and line, rod and reel, or handline only, while prohibiting any use of all nets, other than landing nets, in the District lakes; and

WHEREAS, the District Board desires to amend the section of the Rules entitled, "USE OF DISTRICT PROPERTY" to provide that the completed and approved Request Form for

temporary access over District property for limited purposes shall be executed by the District Manager of the District; and

## 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 "FISHING AND LAKE POLICY," is amended, as follows:

#### FISHING AND LAKE POLICY

Patrons and Guests sixteen (16) years of age and older are permitted to fish in the lakes/retention ponds within the District through the use of hook and line, rod and reel or handline only. With the exception of landing nets, the use of any other nets, including, but not limited to, cast nets and bait nets, is strictly prohibited. Anyone under sixteen (16) years of age must be accompanied by a Patron when fishing. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect their fellow neighbors/property owners and access the lakes/retention ponds through the proper access points.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

Section 3. Paragraphs (3)h and (3)i of the section of the Rules, entitled "USE OF DISTRICT PROPERTY," is amended, as follows:

#### **USE OF DISTRICT PROPERTY**

. . .

- h. The Ingress/Egress Area shall be no more than ten (10') wide, unless otherwise specified as a special condition by the General Manager or the District 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 Request Form is executed by the District Manager of the District executes the Request Form; and

. . .

- <u>Section 4</u>. <u>Temporary Access Request Form and Agreement</u>. Upon the adoption of this Resolution the District Manager and the General Manager shall make available and shall utilize the revised Temporary Access Request Form and Agreement attached hereto as Exhibit "A".
- <u>Section 5</u>. <u>Direction to District Counsel</u>. 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 6. <u>Direction to District Manager</u>. 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.
- <u>Section 7</u>. <u>Conflicts</u>. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- <u>Section 8.</u> <u>Severability.</u> 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.

adoption.	his Resolution shall take effect immediately upon its
	Public Session of the Board of Supervisors of the District, this 14 <sup>th</sup> day of August, 2024 (the "Effective
Attest:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT
Frank Sakuma, Secretary	Catherine LeCesne, Chairperson Board of Supervisors

## Exhibit "A"

## Temporary Access Request Form and Agreement

Subcategory Miscellaneous Notices

Ad#10398437 7/25, 8/1/2024

NOTICE OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT

PUBLIC HEARING AND REGULAR BOARD MEETING

St. Lucie, Florida 34987 during normal business hours.

The Board of Supervisors (the Board) of the Montecito Community Development District (District) will hold a public hearing on August 14, 2024, at 9:30 a.m. at Montecito Beach Club located at 208 Montecito Drive, Satellite Beach, Florida 32937 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2024/2025 and the levying of the annual non-ad valorem special assessments funding said budget. A regular board meeting of the District will also be held at that time where the Board may consider agenda items and any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the Districts website (www.montecitocdd.org) or at

the offices of the District Manager, Special District Services, Inc., located at 10807 SW Tradition Square, Port

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (772) 345-5119 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

#### **RESOLUTION NO. 2024-09**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 FINAL BUDGET PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Board of Supervisors (the "Board") of the Montecito Community Development District ("District") has prepared a Proposed Operating Fund Budget for Fiscal Year 2024/2025, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

**WHEREAS,** the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2024/2025 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

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

**Section 1.** The Operating Fund Budget for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is accepted, approved and adopted.

<u>Section 2</u>. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this <u>14<sup>th</sup></u> day of <u>August</u>, 2024.

ATTEST:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT
By:Secretary/Assistant Secreta	By: Chairperson/Vice Chairperson

# Montecito Community Development District

Final Budget For Fiscal Year 2024/2025 October 1, 2024 - September 30, 2025

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#### **REVENUES**

#### 1 ADMINISTRATIVE ASSESSMENTS

All assessments placed on the tax roll for administration expenses.

#### **2 MAINTENANCE ASSESSMENTS**

All assessments placed on the tax roll for maintenance expenses.

#### 3 DEBT ASSESSMENTS (2022)

Debt assessments collected via the property tax roll for bond debt.

#### 4 ASSESSMENTS - DIRECT BILLED

Individual parcels not placed on the tax roll are billed directly by mail for debt assessments.

#### **5 INTEREST INCOME**

Any interest earned on the general fund balance and any item that does not fall into the other income categories.

#### **6 STORMWATER CONTROL COST SHARE**

The District contracts with a stormwater pond management company for the ongoing annual pond maintenance.

#### 7 GATE & AMENITY ACCESS INCOME

Revenues collected from the sale of new/replacement access devices/cards.

#### 8 MISCELLANEOUS INCOME

Any item that does not fall into the other income categories.

#### 9 CARRYFORWARD SURPLUS

This is usually carry over funds from a prior year.

#### **EXPENDITURES - ADMINISTRATIVE**

#### 10 SUPERVISOR FEES

Fees paid to supervisors for their service to the District.

#### 11 DISTRICT ENGINEER

State statute requires the District to have an engineer and pay for his or her services.

#### 12 LEGAL FEES

State statute requires the District to have an attorney and pay for his or her services.

#### 13 DISTRICT MANAGEMENT

State statute requires the District to have a manager and pay for his or her services.

#### 14 CONTINUING DISCLOSURE FEE

These are reports we have to file with the SEC related to any bonds.

#### 15 ASSESSMENT ROLL

The cost to prepare the assessment roll and submit it to the county tax collector.

#### 16 INFORMATION TECHNOLOGY

Costs associated with administration of the information technology needs of the District.

#### 17 WEBSITE MAINTENANCE

State statute requires the District to have a public website. This is the cost to run and host the website.

#### **18 AUDITING SERVICES**

State statue requires the District to have financial statements audited yearly.

#### 19 ARBITRAGE REBATE CALCULATION

This is a bond requirement related to the tax exempt status of the bonds.

#### 20 TRUSTEE FEES

The District has a liability insurance policy that protects the supervisors and staff acting on the District's behalf.

#### 21 PUBLIC OFFICIALS/GENERAL LIABILITY INSURANCE

General Liability & Public Officials Insurance-Required.

#### 22 LEGAL ADVERTISING

State statute requires the District to advertise meetings in advance.

#### 23 DUES & SUBSCRIPTIONS

An annual due is required to pay to the state.

#### 24 PROPERTY APPRAISER EXPENDITURE

Costs associated with common areas within the District Boundaries that are not exempt from property taxes.

#### 25 REIMBURSABLE EXPENDITURES

Expenses incurred by staff or others that are reimburseable by the District.

#### 26 CONTINGENCY/MISCELLANEOUS

Any item that does not fit into a category already established.

#### **EXPENDITURES - MAINTENANCE**

#### 27 AMENITY AND FIELD MANAGEMENT CONTRACT

Onsite field management of services for the District within common areas such as but not limited to landscape, lake maintenance, and the Amenity Center.

#### 28 PROPERTY INSURANCE

Represents the cost of annual coverage of property insurance.

#### 29 REPAIRS & MAINTENANCE (NON-HVAC)

#### **30 HVAC REPAIRS & MAINTENANCE**

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

#### 31 OFFICE SUPPLIES

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

#### 32 JANITORIAL SUPPLIES

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

#### **33 JANITORIAL SERVICES**

Represents commercial cleaning services for the clubhouse.

#### 34 PEST CONTROL & TERMITE BOND

Represents estimated costsfor bi-monthly pest control services.

#### 35 FITNESS EQUIPMENT REPAIRS & MAINTENANCE

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

#### **36 PLAYGROUND REPAIRS & MAINTENANCE**

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

#### 37 POOL SERVICE REPAIRS & MAINTENANCE

Represents the repairs and maintenance of the swimming pool facilities andadvising the District of any necessary repairs.

#### **38 AMENITY TELEPHONE**

Charge for the Amenity Center telephone.

#### 39 IRRIGATION REPAIRS & MAINTENANCE

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

#### **40 IRRIGATION MONITORING**

Represents irrigation monitoring services.

#### 41 HOOVER PUMPS REPAIRS & MAINTENANCE

Represents repairs and preventative maintenance of the District's Hoover pumps

#### **42 AQUATIC MAINTENANCE & REPAIRS**

Repesents aquatic maintenance pertaining to the six district lakes that includes shoreline grass, brush and vegetation control.

#### 43 FOUNTAIN SERVICE REPAIRS & MAINTENANCE

Represents the repairs and maintenance pertaining to the six District lake fountains.

#### **44 LANDSCAPING CONTRACTED SERVICES**

The District has a contract with ProGreen Services, LLC to maintain the landscaping located within the District.

#### 45 ADDITIONAL LANDSCAPING REPAIRS & MAINTENANCE

The District will incur landscape related expenditures that fall outside of the annual maintenance contract.

#### **46 ENTRANCE/AMENITY PLANT REPLACEMENT**

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

#### 47 MULCH

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

#### **48 PALM TREE MAINTENANCE**

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

#### 49 OAK TREE MAINTENANCE

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

#### 50 STREET LIGHT REPAIRS & MAINTENANCE

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

#### 51 ENTRANCE VEHICULAR GATES REPAIRS & MAINTENANCE

Represents any gate repairs and maintenance costs the District may incur throughout the fiscal year.

#### 52 PEDESTRIAN ENTRY GATES & WALLS MAINTENANCE

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

#### 53 COMMON AREA REPAIRS & MAINTENANCE

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

#### 54 SIDEWALK CLEANING

Represents the estimated costs of pressure washing the sidewalks annually.

#### 55 FIRE DETECTION SERVICES

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

#### 56 ACCESS CONTROL SERVICES

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

#### 57 INTRUSION SERVICES

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

#### 58 SECURITY MONITORING REPAIRS & MAINTENANCE

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

#### 59 ELECTRIC SERVICES

The District has electric accounts with Florida Power & Light Company for general purposes.

#### 60 TELEPHONE, FAX & INTERNET

The District will incur cost for telephone, fax and internet service related to the Amenity Center.

#### 61 WATER & SEWER SERVICES

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

#### 62 GATE KIOSK INTERNET SERVICES

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

#### **63 CONTINGENCY/MISCELLANEOUS EXPENDITURES**

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year.

#### 64 TOWNHOME MAILBOXES MAINTENANCE

Mailbox maintenance only charged to Townhomes.

#### **OTHER FINANCING USES**

#### 65 CAPITAL RESERVE TRANSFER OUT

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

#### 66 DISASTER RESERVE TRANSFER OUT

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

#### 67 ROADWAY RESERVE TRANSFER OUT

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

## FINAL BUDGET MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025

#### OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR
	2024/2025
REVENUES	BUDGET
O&M ASSESSMENTS	1,054,631
DEBT ASSESSMENTS (2022)	336,100
ASSESSMENTS - DIRECT BILLED	0
INTEREST INCOME	500
TOWNHOME MAILBOXES MAINTENANCE	1,440
STORMWATER CONTROL COST SHARE	0
GATE & AMENITY ACCESS INCOME	0
MISCELLANEOUS INCOME	0
CARRYFORWARD SURPLUS	0
TOTAL REVENUES	\$ 1,392,671
	1,002,011
EXPENDITURES  ADMINISTRATIVE EXPENDITURES	
ADMINISTRATIVE EXPENDITURES  CLIDEDVISOR EEES	40,000
SUPERVISOR FEES  DISTRICT ENCINEED	12,000
DISTRICT ENGINEER	45,000
LEGAL FEES	40,000
DISTRICT MANAGEMENT	54,000
CONTINUING DISCLOSURE	0
ASSESSMENT ROLL	5,300
INFORMATION TECHNOLOGY	500
WEBSITE MAINTENANCE	3,600
AUDITING SERVICES	4,400
ARBITRAGE REBATE CALCULATION	450
TRUSTEE FEES	3,250
PUBLIC OFFICIALS/GENERAL LIABILITY INSURANCE	47,227
LEGAL ADVERTISING	1,500
DUES, LICENSES & SUBSCRIPTIONS	175
PROPERTY APPRAISER EXPENDITURE	0
REIMBURSABLE EXPENDITURES	0
CONTINGENCY/MISCELLANEOUS	2,400
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 219,802
TOTAL MAINTENANCE EXPENDITURES	\$ 569,227
TOTAL EXPENDITURES	\$ 789,029
OTHER FINANCING USES	
CAPITAL RESERVE TRANSFER OUT	174,264
DISASTER RESERVE TRANSFER OUT	30,000
ROADWAY RESERVE TRANSFER OUT	0
TOTAL OTHER FINANCING USES	\$ 204,264
TOTAL EXPENDITURES & RESERVES	\$ 993,293
REVENUES LESS EXPENDITURES	\$ 399,378
BOND PAYMENTS (2022)	(315,934)
BALANCE	\$ 83,444
COUNTY APPRAISER & TAX COLLECTOR FEE	(27,815)
DISCOUNTS FOR EARLY PAYMENTS	(55,629)
EXCESS/ (SHORTFALL)	\$ 0
CARRYOVER FROM PRIOR YEAR	C

# FINAL MAINTENANCE BUDGET MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR
	2024/2025
MAINTENANCE EXPENDITURES	BUDGET
FIELD MANAGEMENT	
AMENITY AND FIELD MANAGEMENT CONTRACT	163,246
PROPERTY INSURANCE	0
FIELD MANAGEMENT SUBTOTAL	163,246
AMENITY CENTER OPERATIONS	
REPAIRS & MAINTENANCE (NON-HVAC)	10,000
HVAC REPAIRS & MAINTENANCE	2,750
OFFICE SUPPLIES	1,000
JANITORIAL SUPPLIES	1,250
JANITORIAL SERVICES	12,540
PEST CONTROL & TERMITE BOND	1,203
FITNESS EQUIPMENT REPAIRS & MAINTENANCE	3,000
PLAYGROUND REPAIRS & MAINTENANCE	1,000
POOL SERVICE REPAIRS & MAINTENANCE	18,000
AMENITY TELEPHONE	0
AMENITY CENTER OPERATIONS SUBTOTAL	50,743
IRRIGATION	
IRRIGATION REPAIRS & MAINTENANCE	50,000
IRRIGATION MONITORING	7,000
HOOVER PUMPS REPAIRS & MAINTENANCE	17,500
IRRIGATION SUBTOTAL	74,500
CTORMWATER CONTROL	
STORMWATER CONTROL  AQUATIC MAINTENANCE & REPAIRS	15,500
FOUNTAIN SERVICE REPAIRS & MAINTENANCE	0
STORMWATER CONTROL SUBTOTAL	15,500
LANDSCAPING	
LANDSCAPING CONTRACTED SERVICES	82,000
ADDITIONAL LANDSCAPING REPAIRS & MAINTENANCE	10,000
ENTRANCE/AMENITY PLANT REPLACEMENT	2,400
MULCH	15,000
PALM TREE MAINTENANCE	15,435
OAK TREE MAINTENANCE	7,167
LANDSCAPING SUBTOTAL	132,002

# FINAL MAINTENANCE BUDGET MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR
	2024/2025
MAINTENANCE EXPENDITURES	BUDGET
COMMON AREAS, RIGHT OF WAYS & PERIMETER WALLS	
STREET LIGHT REPAIRS & MAINTENANCE	9,000
ENTRANCE VEHICULAR GATES REPAIRS & MAINTENANCE	20,000
PEDESTRIAN ENTRY GATES & WALLS MAINTENANCE	5,000
COMMON AREA REPAIRS & MAINTENANCE	12,000
SIDEWALK CLEANING	0
COMMONS AREAS, RIGHT OF WAYS & PERIM. WALLS SUBTOTAL	46,000
SECURITY MONITORING SERVICES	
FIRE DETECTION SERVICES	2,432
ACCESS CONTROL SERVICES	2,918
INTRUSION SERVICES	1,780
SECURITY MONITORING REPAIRS & MAINTENANCE	2,870
SECURITY MONITORING SERVICES SUBTOTAL	10,000
UTILITIES	
ELECTRIC SERVICES	65,000
TELEPHONE, FAX & INTERNET	3,946
WATER & SEWER SERVICES	4,000
GATE KIOSK INTERNET SERVICES	2,850
<u>UTILITIES SUBTOTAL</u>	75,796
OTHER	
CONTINGENCY/MISCELLANEOUS EXPENDITURES	0
OTHER SUBTOTAL	0
EXTRAORDINARY EXPENDITURES	
TOWNHOME MAILBOXES MAINTENANCE	1,440
EXRAORDINARY EXPENDITURES SUBTOTAL	1,440
TOTAL MAINTENANCE EXPENDITURES \$	569,227

#### **DETAILED FINAL BUDGET**

## MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2022/2023	2023/2024	10/1/23 - 7/31/24	2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET VS ACTUAL	BUDGET	COMMENTS
O&M ASSESSMENTS	807,982	956,658	949,876	1,054,631	Expenditures Less Interest, Carryforward, & TH Mailbox /.94
DEBT ASSESSMENTS (2022)	336,142	335,129	331,691	336,100	Bond Payments/.94
ASSESSMENTS - DIRECT BILLED	60,000	0	0	0	
INTEREST INCOME	229	0	1,876	500	Projected At \$42 Per Month
TOWNHOME MAILBOXES MAINTENANCE	0	0	0	1,440	Only Charged To Townhome Assessments
STORMWATER CONTROL COST SHARE	0	4,136	5,570	0	
GATE & AMENITY ACCESS INCOME	2,810	0	0	0	
MISCELLANEOUS INCOME	3,627	0	3,180	0	
CARRYFORWARD SURPLUS	0	0	0	0	
TOTAL REVENUES	\$ 1,210,790	\$ 1,295,923	\$ 1,292,193	\$ 1,392,671	
EXPENDITURES					
ADMINISTRATIVE EXPENDITURES					
SUPERVISOR FEES	12,000	12,000	9,400	12,000	No Change From 2023/2024 Budget
DISTRICT ENGINEER	220	15,000	16,755		Consumptive Use Permit Fee
LEGAL FEES	67,375	40,000	57,153		No Change From 2023/2024 Budget
DISTRICT MANAGEMENT	60,300	58,300	45,000		No Change From 2023/2024 Budget
CONTINUING DISCLOSURE	100	0	0		Will Remove From Future Budgets
ASSESSMENT ROLL	5,000	5,300	0		No Change From 2023/2024 Budget
INFORMATION TECHNOLOGY	1,800	1,908	0	.,	Website Update Changes (Not Done By SDS)
WEBSITE MAINTENANCE	2,200	1,272	4,507		SDS Website Fee
AUDITING SERVICES	4,200	5,000	1,500		Per Audit Fee Engagement Letter - Grau & Associates
ARBITRAGE REBATE CALCULATION	0	450	0		No Change From 2023/2024 Budget
TRUSTEE FEES	3,000	3,250	3,000		No Change From 2023/2024 Budget
PUBLIC OFFICIALS/GENERAL LIABILITY INSURANCE	16,555	19,102	15,218		Per Premium Forecast from Agent
LEGAL ADVERTISING	4,671	3,000	1,304		No Change From 2023/2024 Budget
DUES, LICENSES & SUBSCRIPTIONS	175	175	644		No Change From 2023/2024 Budget
PROPERTY APPRAISER EXPENDITURE	211	250	0.1		Will Remove From Future Budgets
REIMBURSABLE EXPENDITURES	1,260	1,200	0		Will Remove From Future Budgets
CONTINGENCY/MISCELLANEOUS	2,234	2,400	16,113		No Change From 2023/2024 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 181,301	\$ 168,607		\$ 219,802	The Orlange From 2020/2024 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 477,011	\$ 614,978	\$ 525,022	\$ 569,227	
TOTAL EXPENDITURES	\$ 658,312	\$ 783,585	\$ 695,616	\$ 789,029	
OTHER FINANCING USES					
CAPITAL RESERVE TRANSFER OUT	136,947	59,810	0	174,264	Per Reserve Study
DISASTER RESERVE TRANSFER OUT	25,000	30,000	0	30,000	Level Set by Board
ROADWAY RESERVE TRANSFER OUT	50,000	30,000	0	0	Included in "Capital Reserve" Per Reserve Study
TOTAL OTHER FINANCING USES	\$ 211,947	\$ 119,810	\$ -	\$ 204,264	
TOTAL EXPENDITURES & RESERVES	\$ 870,259	\$ 903,395	\$ 695,616	\$ 993,293	
REVENUES LESS EXPENDITURES	\$ 340,531	\$ 392,528	\$ 596,577	\$ 399,378	
BOND PAYMENTS (2022)	(317,599)	(315,021)	(312,610)	(315,934)	Yearly Maximum Debt Assessment
BALANCE	\$ 22,932	\$ 77,507	\$ 283,967	\$ 83,444	
COUNTY APPRAISER & TAX COLLECTOR FEE	(22,962)	(25,836)	(24,730)	, , ,	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(45,103)	(51,671)	(48,966)	(55,629)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (45,133)	\$ -	\$ 210,271	\$ 0	
CARRYOVER FROM PRIOR YEAR	0	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (45,133)	\$ -	\$ 210,271	\$ 0	

DETAILED FINAL MAINTENANCE BUDGET MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2022/2023	2023/2024	10/1/23 - 7/31/24	2024/2025	
MAINTENANCE EXPENDITURES	ACTUAL	BUDGET	BUDGET VS ACTUAL	BUDGET	COMMENTS
FIELD MANAGEMENT					
AMENITY AND FIELD MANAGEMENT CONTRACT	90,661	157,520	131,267	163,246	3% increase asked for by vendor + 1 year renewal
PROPERTY INSURANCE	34,005	51,117	26,286	0	Moved to Admin
FIELD MANAGEMENT SUBTOTAL	124,666	208,637	157,553	163,246	
AMENITY CENTER OPERATIONS					
REPAIRS & MAINTENANCE (NON-HVAC)	10,192	12,000	0	10,000	\$2,000 Decrease From 2023/2024 Budget
HVAC REPAIRS & MAINTENANCE	1,270	2,000	2,231	2,750	\$750 Increase From 2023/2024 Budget
OFFICE SUPPLIES	2,786	1,500	1,260	1,000	\$500 Decrease From 2023/2024 Budget
JANITORIAL SUPPLIES	448	1,850	0	1,250	\$600 Decrease From 2023/2024 Budget
JANITORIAL SERVICES	8,360	12,540	9,731	12,540	No Change From 2023/2024 Budget
PEST CONTROL & TERMITE BOND	939	1,203	863	1,203	Termite bond and bi-monthly services
FITNESS EQUIPMENT REPAIRS & MAINTENANCE	4,126	3,000	935	3,000	No Change From 2023/2024 Budget
PLAYGROUND REPAIRS & MAINTENANCE	0	1,000	0	1,000	No Change From 2023/2024 Budget
POOL SERVICE REPAIRS & MAINTENANCE	14,559	15,000	26,084	18,000	\$9486/monthly service - remainder repairs
AMENITY TELEPHONE	3,774	0	0	0	Will Remove From Future Budgets
AMENITY CENTER OPERATIONS SUBTOTAL	46,454	50,093	41,104	50,743	
IRRIGATION					
IRRIGATION REPAIRS & MAINTENANCE	39,646	25,000	22,007	50,000	\$25,000 Increase From 2023/2024 Budget
IRRIGATION MONITORING	6,138	6,388	16,639	7,000	\$612 Increase From 2023/2024 Budget
HOOVER PUMPS REPAIRS & MAINTENANCE	15,728	17,500	18,209	17,500	No Change From 2023/2024 Budget
IRRIGATION SUBTOTAL	61,512	48,888	56,855	74,500	
STORMWATER CONTROL					
AQUATIC MAINTENANCE & REPAIRS	9,330	12,430	0	15,500	\$15,226/ANNUAL + Fountain Repair Costs
FOUNTAIN SERVICE REPAIRS & MAINTENANCE	15,998	9,000	21,769	0	Will Remove From Future Budgets
STORMWATER CONTROL SUBTOTAL	25,328	21,430	21,769	15,500	
LANDSCAPING					
LANDSCAPING CONTRACTED SERVICES	78,918	103,425	0	82,000	\$78K plus 5% increase
ADDITIONAL LANDSCAPING REPAIRS & MAINTENANCE	11,775	20,000	118,747		reduce to 10K
ENTRANCE/AMENITY PLANT REPLACEMENT	9,205	2,400			No Change From 2023/2024 Budget
MULCH	0	15,000	12,575		No Change From 2023/2024 Budget
PALM TREE MAINTENANCE	14,000	14,700			No Change From 2023/2024 Budget
OAK TREE MAINTENANCE	6,500	6,825	0		No Change From 2023/2024 Budget
LANDSCAPING SUBTOTAL	120,398	162,350			No Change From 2023/2024 Budget
S. S	120,390	102,350	140,022	132,002	Grango i rom 2020/2024 DuugGt

DETAILED FINAL MAINTENANCE BUDGET
MONTECITO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2022/2023	2023/2024	10/1/23 - 7/31/24	2024/2025	
MAINTENANCE EXPENDITURES	ACTUAL	BUDGET	BUDGET VS ACTUAL	BUDGET	COMMENTS
COMMON AREAS, RIGHT OF WAYS & PERIMETER WALLS					
STREET LIGHT REPAIRS & MAINTENANCE	3,916	9,000	0	9,000	No Change From 2023/2024 Budget
ENTRANCE VEHICULAR GATES REPAIRS & MAINTENANCE	19,091	7,760	0	20,000	\$12,240 Increase From 2023/2024 Budget
PEDESTRIAN ENTRY GATES & WALLS MAINTENANCE	0	8,000	0	5,000	No Change From 2023/2024 Budget
COMMON AREA REPAIRS & MAINTENANCE	4,851	6,000	764	12,000	No Change From 2023/2024 Budget
SIDEWALK CLEANING	0	8,000	0	0	Next Charge in 2027
COMMONS AREAS, RIGHT OF WAYS & PERIM. WALLS SUBTOTA	27,858	38,760	764	46,000	
SECURITY MONITORING SERVICES					
FIRE DETECTION SERVICES	2,335	2,432	6,120	2,432	PER CONTRACT
ACCESS CONTROL SERVICES	3,390	2,918	0	2,918	No Change From 2023/2024 Budget
INTRUSION SERVICES	1,633	1,780	0	1,780	No Change From 2023/2024 Budget
SECURITY MONITORING REPAIRS & MAINTENANCE	1,855	2,500	59	2,870	\$370 Increase From 2023/2024 Budget
SECURITY MONITORING SERVICES SUBTOTAL	9,213	9,630	6,179	10,000	
UTILITIES					
ELECTRIC SERVICES	44,942	54,394	35,463	65,000	\$10,606 Increase From 2023/2024 Budget
TELEPHONE, FAX & INTERNET	2,370	3,946	5,246	3,946	No Change From 2023/2024 Budget
WATER & SEWER SERVICES	2,355	4,000	2,102	4,000	No Change From 2023/2024 Budget
GATE KIOSK INTERNET SERVICES	0	2,850	0	2,850	No Change From 2023/2024 Budget
<u>UTILITIES SUBTOTAL</u>	49,667	65,190	42,811	75,796	
OTHER					
CONTINGENCY/MISCELLANEOUS EXPENDITURES	11,915	10,000	51,965	0	Will Remove From Future Budgets
<u>OTHER SUBTOTAL</u>	11,915	10,000	51,965	0	
EXTRAORDINARY EXPENDITURES					
TOWNHOME MAILBOXES MAINTENANCE	0	0	0	1,440	Only Charged To Townhome Assessments
EXRAORDINARY EXPENDITURES SUBTOTAL	0	0	0	1,440	
TOTAL MAINTENANCE EXPENDITURES	\$ 477,011	\$ 614,978	\$ 525,022	\$ 569,227	

#### **CAPITAL IMPROVEMENT PROJECTS**

MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

#### **Capital Improvement Plan Projects for 2024-2025**

Clubhouse/Parking Lot

Project	2024-2025
Exterior Coach Lights	\$3,854
Interior Paint	\$26,606
Exterior Paint	\$13,860
Cardio Equipment	\$38,442
Total	\$ 82,762.00

#### Playground Area

Project	2024-2025
Playground and Equipment Replacement	\$77,089
Rubber Surface	\$30,835
Total	\$107,924

#### Sidewalks

Project	2024-2025
Sidewalk Repair	\$17,570
Total	\$ 17,570.00

Total Capital Improvement Plan 2024-2025	\$208,256

	As of 9/30/23	FY	2024-2025 addition
Capital Reserve	\$288,441.00	\$	174,264.00
Disaster Reserve	\$ 52,679.00	\$	30,000.00
Roadway Reserve	\$105,314.00	\$	-
Total	\$446,434.00	\$	204,264.00

Note: Reserve Balances Are As Of 9-30-23 - to be adjusted on 9-30-24

#### **CAPITAL IMPROVEMENT PROJECTS**

MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 OCTOBER 1, 2024 - SEPTEMBER 30, 2025

Clubhouse	/Parking	l ot
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Project	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	<b>Total Capital Cost</b>
HVAC 5.0 Ton Units					\$49,525	\$49,525
Camera Security System					\$23,583	\$23,583
Kitchen Appliances/Stove				\$5,736		\$5,736
Outdoor Furniture Powder Coat					\$2,100	\$2,100
Outdoor Furniture Lounge Pads			\$1,674			\$1,674
Exterior Coach Lights	\$3,854					\$3,854
Interior Furniture				\$14,914		\$14,914
Pool Table				\$6,883		\$6,883
Foosbal Game				\$2,524		\$2,524
Interior Paint	\$26,606					\$26,606
Exterior Paint	\$13,860					\$13,860
Carpet			\$3,476			\$3,476
Cardio Equipment	\$38,442					\$38,442
Weight Machines				\$23,518		\$23,518
Paver Sidewalk Repair			\$1,674			\$1,674
Paving Asphalt Mill and Overlay				\$27,486		\$27,486
Total	\$ 82,762.00	\$(	\$ 6,824.00	\$ 81,061.00	\$ 75,208.00	\$245,855

#### Grounds

Project	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	<b>Total Capital Cost</b>
Irrigation Upgrades				\$32,577	7	\$32,577
Stormwater Drainange Repair				\$59,197	7	\$59,197
Total	\$	- \$	SO \$	so \$91,77 <sup>2</sup>	<b>4</b> \$0	\$91,774

#### Playground Area

, 9						
Project	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Total Capital Cost
Playground and Equipment Replacement	\$77,089					\$77,089
Rubber Surface	\$30,835					\$30,835
Total	\$107,924	\$(	) \$(	) \$(	\$0	\$107,924

#### Ponds

Project	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	<b>Total Capital Cost</b>
Pond Bank Erosion Control					\$44,926	\$44,926
Total	\$0	\$0	\$0	\$0	\$44,926	\$44,926

#### Pool Area

Project	2024-2025	202	25-2026	2026-2027	2027-2028	2028-2029	<b>Total Capital Cost</b>
Pool Equipment					\$11,702		\$11,702
Pool Furniture Powder Coat						\$18,867	\$18,867
Pool Furniture Lounge Pads			\$9,773				\$9,773
Pool Lift				\$10,268			\$10,268
Pool Shower					\$1,721		\$1,721
Total	\$0	\$	9,773.00	\$ 10,268.00	\$ 13,423.00	\$ 18,867.00	\$52,331

#### Sidewalks

Project	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	<b>Total Capital Cost</b>
Sidewalk Repair	\$17,570					\$17,570
Total	\$17,570	\$0	\$0	\$0	\$0	\$17,570

#### Streets

<sup>\*\*</sup>There are no projects in this category in 2024-2029

#### **DETAILED FINAL DEBT SERVICE FUND (SERIES 2022) BUDGET**

### MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2022/2023	2023/2024	2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	4,366	0	500	Projected Interest For 2024/2025
NAV Tax Collection	317,627	315,021	315,021	Yearly Maximum Debt Assessment
Prepaid Bond Collection	27,021	0	0	
Total Revenues	\$ 349,014	\$ 315,021	\$ 315,521	
EXPENDITURES				
Principal Payments	211,000	205,000	210,000	Principal Payment Due In 2025
Additional Principal Payments	0	1,612	3,628	Additional Principal Payments
Interest Payments	116,269	108,409	101,893	Interest Payments Due In 2025
Total Expenditures	\$ 327,269	\$ 315,021	\$ 315,521	
, , , , , , , , , , , , , , , , , , , ,	,-30		,	
Excess/ (Shortfall)	\$ 21,744	\$ -	\$ -	

#### **Series 2022 Bond Information**

Original Par Amount = \$3,755,000 Annual Principal Payments Due = May 1st

Interest Rate = 3.14% Annual Interest Payments Due = May 1st & November 1st

Issue Date = May 2022

Maturity Date = November 2037

Par Amount As Of 1/1/24 = \$3,555,000

# Montecito Community Development District Assessment Comparison

	Fiscal Year 2021/2022 Assessment*		Fiscal Year 2022/2023 Assessment*		2	iscal Year 023/2024 sessment*	į	Fiscal Year 2024/2025 ted Assessment*
Townhome								
O&M Assessment Mailbox Assessment Debt Assessment	\$ \$ \$	1,525.00 - 900.00	\$ \$ \$	1,845.43 - 729.07	\$ \$ \$	2,064.73 - 729.07	\$ \$ \$	2,276.18 4.90 729.07
Total	\$	2,425.00	\$	2,574.50	\$	2,793.80	\$	3,010.15
Single Family								
O&M Assessment Debt Assessment	\$ \$	2,033.00 1,200.00	\$ \$	2,460.58 972.09	\$ \$	2,752.97 972.09	\$ \$	3,034.91 972.09
Total	\$	3,233.00	\$	3,432.67	\$	3,725.06	\$	4,007.00

#### \* Assessments Include the Following :

Community Information:

Townhome	294
Single Family	<u>127</u>
Total Units	421

<sup>4%</sup> Discount for Early Payments

<sup>1%</sup> County Tax Collector Fee

<sup>1%</sup> County Property Appraiser Fee

#### **MEMORANDUM**

TO: Board of Supervisors, Montecito Community Development District; Frank Sakuma,

District Manager; Stef Mathis, District Engineer

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

DATE: August 6, 2024

RE: Montecito CDD Holdings, Inc. [the SPE] conveyance to Montecito CDD

This Memorandum briefly describes certain matters affecting the 11 Parcels in Phase 2C ("Property") that are the subject of the conveyance from Montecito CDD Holdings, Inc. ("SPE") to the Montecito Community Development District ("CDD") ("Conveyance").

<u>IMPROVEMENTS</u>: Pursuant to Section 6 of the Tri-Party Agreement between the CDD, the SPE, and UMB Bank, N.A., "the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer." As previously mentioned, issues regarding the Improvements will need to be addressed <u>prior</u> to the Conveyance as once the Conveyance is complete the District "shall have been deemed to have accepted the Improvements in an 'as is' condition and no warranty, either express or implied..." At this time, the District Engineer has advised that there are no issues regarding the Improvements that are the subject of this Conveyance, however please advise immediately should any additional matter arise that would need to be addressed prior to the Conveyance.

<u>PERMITS</u>: As the SPE will dissolve after the Conveyance, all necessary permitting and matters with SJRWMD should be resolved prior to the dissolution of the SPE. The District Engineer is requesting (1) confirmation of the Final Certification for Phase 2C; and (2) the letter from SJRWMD transferring the operations and maintenance for Phase 2C to the CDD. The SPE has not been able to locate these documents to date and has requested that its engineer, Allen Engineering, research this matter.

**REVERTER:** A Declaration of Land Use Restrictive Covenants and Use Agreement (Military Housing Project) ("Declaration") appeared of record on the Property. The Declaration includes reverter language that provides that the property therein shall "revert back" to the United States of America if there is a violation of the Declaration. Although a Partial Release of the Declaration was subsequently recorded affecting certain property, the District Engineer advised that he did not believe that said Partial Release released the Property that is the subject of this Conveyance. The Declaration is available for your review and information at **O.R. Book 5074, Page 2378 of the Public Records of Brevard County, Florida**.

INTALLATION RESTORATION PROGRAM ("IRP"): There is a reservation in the Quitclaim Deed for the USA, including the U.S. Environmental Protection Agency, and the State of Florida regarding an Installation Restoration Program ("IRP") that appears may affect the property. Please keep in mind these reservations may subject the Property to investigations, inspections, testing, and any other actions under the IRP. The full details are available for your review and information at O.R. Book 5074, Page 2361 of the Public Records of Brevard County, Florida.

<u>DRIVEWAY ENCROACHMENTS</u>: As mentioned at prior meetings of the Board of Supervisors, there are certain driveways encroaching into the Property that is the subject of this Conveyance. Subsequent to the Conveyance, the District can approach the Owners of the encroaching driveways regarding a suitable encroachment agreement.

### FACILITY USE AGREEMENT (Montecito Clubhouse)

	THIS FACILITY	USE AGREEMENT (th	ne "A	greement"),	made	and	entered	into
this	day of		24 (th	e "Effective	Date")	, by a	and betwe	een:

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 10807 SW Tradition Square, Port St. Lucie, Florida 34987 (the "District"),

and

MONTECITO MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and MONTECITO SINGLE FAMILY OF BREVARD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose addresses are 6972 Lake Gloria Blvd, Orlando, Florida 32809 (the "Associations"),

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"); and

**WHEREAS**, the District desires to allow the Associations to use the Facility for the purpose of hosting the Associations' meetings; and

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

**WHEREAS**, Associations agree to hold harmless and indemnify the District in connection with the use of the Facility for the uses described herein.

#### WITNESSETH

**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 clubhouse facilities, 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 the Associations do 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 under the conditions set forth in this Agreement.
- 2.1 <u>Utilize the Facility</u>. The Associations may utilize the Facility as follows:
- 2.1.1 The Associations may utilize that portion of the Facility for the purpose of hosting the Associations' meetings, including the main room, kitchen and bathrooms.
- 2.1.2 The Facility may be utilized by the Associations for the purpose of hosting Associations' meetings by reserving the Facility in advance with the General Manager or District Manager.
- 2.1.3. The Association shall arrange access to the Facility for the use of the Facility with the General Manager, or in his/her absence, any other member of the Board of Supervisors of the District, when the Association is using the Facility after normal business hours of the Facility.
- 2.2 <u>Use of Facility Equipment</u>. The Associations may utilize the certain equipment and items along with the use of the Facility for the Associations' meetings as follows:
- 2.2.1 The District's two glass-enclosed poster boards at the vehicular entrances publicizing the announcements of the Associations' meetings within the community which requires the Associations to use the poster boards no sooner than 72 hours prior to a meeting and to return them to their original blank state no later than 24 hours after the meeting.
- 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 and shall return such furnishings to their original location immediately after each meeting.
- 3. **Term**. This Agreement shall commence on the later date of execution by the parties (the "Effective Date") and shall continue for a period of one (1) year, unless terminated by either party pursuant to Section 6 below.

#### 4. Conditions of Facility Use.

- 4.1 <u>Facility</u>. Associations have inspected the Facility and accept said Facility in "AS IS" condition. District agrees that immediately after each individual use of the Facility in accordance with this Agreement, the Associations will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the District.
- 4.2 <u>Utilities</u>. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.
- 4.3 <u>Indemnification and Hold Harmless</u>. The Associations agree to conduct its 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 Associations, or their 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 the Associations. The Associations agree that this indemnification provision is applicable beginning on the first day the Associations utilize the Facility for the purposes provided for in this Agreement.
- 4.5 <u>Insurance</u>. Associations are required to furnish to the District, prior to its use of the Facility, a certificate showing Public Liability or and Property Damage Insurance of not less than \$1,000,000 combined single limits. The proof of insurance provided by the Associations is subject to the review and approval of District.
- 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 Montecito Community Development District Rules and Policies Regarding Use of the District's Clubhouse Facilities, 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 the Associations is called to any such violation on the part of the Associations, or any person employed by or admitted to the Facility by the Associations, the Associations will immediately desist from and correct the violation.
- 4.7 <u>Non-discrimination</u>. 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 <u>Permission to Enter Property</u>. The Associations shall be permitted to enter the Facility to access the clubhouse facility when the clubhouse is open at any time during which this Agreement is effective. The Associations agree that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related business. The Associations agree that it will not unreasonably burden or interrupt advertised meetings of the District Board of Supervisors.
- 5.2 <u>Evacuation</u>. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed 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 <u>Inspection of Facility</u>. 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 <u>Security</u>. 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.
- 5.6 <u>Damages to Facility</u>. 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 were in 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 of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days notice to the Associations.
- 6.2 The Associations shall have the right to terminate and rescind this Agreement in its entirety or in part at the option of the Associations 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 of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.
- 7. **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 either party, without the prior written consent of the other party endorsed thereon.
- 8. **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: Leland Management

Montecito Single Family of Brevard Homeowners Association, Inc. 6972 Lake Gloria Blvd Orlando, Florida 32809

Attention: Leland Management

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

Attention: Leland Management

#### As to DISTRICT:

Montecito Community Development District 10807 SW Tradition Square Port St. Lucie, FL 34987 Attn: District Manager

#### With copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301 Attn: Dennis E. Lyles, Esq.

- 9. **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.
- 10. **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.
- 11. **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.
- 12. **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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**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:	
Secretary/Assistant Secretary	Chairman/Vice-Chairman
	day of, 2024
WITNESS:	MONTECITO MASTER COMMUNITY ASSOCIATION, INC.
Print Name:	By:
<del></del>	Name: Title:
Print Name:	Address:
(CORPORATE SEAL)	day of, 2024
WITNESS:	MONTECITO SINGLE FAMILY OF BREVARD COMMUNITY
Print Name:	
	By: Name:
Print Name:	_
(CORPORATE SEAL)	day of, 2024
WITNESS:	MONTECITO TOWNHOMES OF BREVARD COMMUNITY ASSOCIATION, INC.
	Ву:
Print Name:	Name:

	Title:	
	Address:	_
Print Name:		
(CORPORATE SEAL)	day of	. 2024

#### **DISTRICT MANAGEMENT**

This District Management Agreement (this "Agreement"), made and entered into this 1st day of October 2024 (the "Effective Date") by and between **Montecito Community Development District** ("DISTRICT") and **PFM Group Consulting LLC** (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

#### I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in <a href="Exhibit A">Exhibit A</a> to this Agreement. Any material changes in or additions to the scope of services described in <a href="Exhibit A">Exhibit A</a> shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in <a href="Exhibit A">Exhibit A</a> of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

#### II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

#### III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in <a href="Exhibit B"><u>Exhibit B</u></a> to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in <a href="Exhibit A"><u>Exhibit A</u></a> as provided below.

#### 1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

#### 2. Other Services

Any services which are not included in the scope of services set forth in <u>Exhibit A</u> of this Agreement will be subject to separate, mutually acceptable fee structures.

#### IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

#### V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

#### VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

#### VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

#### **DISTRICT:**

Montecito Community Development District 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 Attention: District Manager

#### With A Copy To:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, FL 33301 Attention: District Counsel Michael J. Pawelczyk, Esg.

#### MANAGER:

**PFM Group Consulting LLC** 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 Attention: Jennifer Walden

#### VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

#### IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Venessa Ripoll, District Manager
- Vivian Carvalho, Senior District Manager
- 2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

#### X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

#### XI. GENERAL PROVISIONS

#### 1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

#### 2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

**DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the MANAGER, the DISTRICT agrees to indemnify, defend, and hold harmless the MANAGER and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that MANAGER may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the DISTRICT. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the MANAGER may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

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

**SOVEREIGN IMMUNITY**; **INDEMNIFICATION OBLIGATIONS**. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

#### 3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the

MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

#### 4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

#### 5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

#### 6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### 7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

#### 8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT;

and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

#### 9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

# 

**Montecito Community Development District** 

#### **EXHIBIT A**

#### SCOPE OF SERVICES

#### I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, contract administration, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

#### II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Furthermore, the Manager will adhere to the Prompt Payment Act as it pertains to processing invoices of the vendors and contractors providing services to the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

#### III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of

Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

#### IV. <u>Annual Assessments, Lien Book Maintenance and Disclosure</u>

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

#### **EXHIBIT B**

#### **COMPENSATION FOR SERVICES**

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

Montecito CDD *	Annual Fee
Management/ Accounting/ Administrative	\$50,000
Debt Issue Services	Annual Fee (per series)
Assessment Administration	\$3,500
Disclosure Services	\$1,500
Additional Services**	Cost of Issuance (per series)
District Management Services Cost of	\$10,000
Issuance	
Disclosure Services Cost of Issuance	\$1,500

<sup>\*</sup> Maximum of 12 District public meetings per year and includes travel expenses.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

<sup>\*\*</sup>Additional Services – District Management Services Cost of Issuance. This fee is applicable for any bond issue and subsequent issue at closing as part of the Cost of Issuance Cost. This fee is not related to the Operating & Maintenance Budget for the District.

#### **EXHIBIT C**

#### **INSURANCE**

PFM Group Consulting LLC ("PFM") acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ \$5 million aggregate.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision General Liability \$0 Professional (E&O)/ Cyber Liability \$250,000 Crime \$50,000

#### Insurance Company & AM Best Rating

Professional Liability (E&O)	. AIG Specialty Insurance Company; (A; Stable)
	Great American Fidelity Insurance Co; (A+: Stable)
Crime	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability	AIG Specialty Insurance Company (A; Stable)
General Liability	The Continental Insurance Company; (A Stable)
Automobile Liability	The Continental Insurance Company; (A Stable)
Excess /Umbrella Liability	The Continental Insurance Company; (A Stable)
Workers Compensation	The Continental Insurance Company; (A Stable)
& Employers Liability	,

#### 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 Repairs and proposal meeting completed, waiting on proposal from secure fence.
    - ii. Pool leak detection- Pool is currently closed due to lack of chemical balance in the pool. Leak detection was on site 08/07, possible leak found under pavers, company will be back over next several days to investigate. They will provide a detailed report, estimates at the conclusion of their findings.
    - iii. Clubhouse Cameras in need of repairs as well as vehicle gate cameras. Waiting for the Estimate.
    - iv. Exercise Bike in Gym Repaired.
    - v. Received additional Fountain replacement options for new company.
    - vi. Completed monthly emergency light check in the clubhouse.
    - vii. Painted black lights on outside of clubhouse.
    - viii. Touched up paint in clubhouse.
      - ix. Plumber on site to repair water fountain in gym- waiting on parts.
      - x. Water Meter reading completed and sent to district engineer.
    - xi. Plumber on site to repair men's urinal on pool deck.
    - xii. Gym Equipment Deep Cleaned.
    - xiii. Weekly landscaping meeting completed.
- 2. Ticket system
  - a. All tickets responded with copy to BOS.
- 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.

#### **MEMORANDUM**

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

District Counsel

DATE: July 12, 2024

RE: 2024 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2024 – 136, Laws of Florida (HB 7013). The legislation establishes a 12-year term limit for members of popularly elected bodies governing independent special districts, excluding terms starting before November 5, 2024, and excluding certain districts. Supervisors of Community Development Districts (CDDs) do not have term limits. The act provides that the boundaries of independent special districts may only be changed by general law or special act. The law revises criteria for declaring special districts inactive, to include those with no revenue, expenditures, or debt for five consecutive fiscal years, and extends the objection period for proposed inactive status declarations from 21 to 30 days. The law stipulates that a special district deemed inactive can only use funds to service outstanding debt and fulfill existing bond covenants and contractual obligations. Additionally, the law repeals section 163.3756, F.S., to align the regulations for Community Redevelopment Agencies (CRAs) with those applicable to other special districts. The bill repeals sections 165.0615 and 190.047, F.S., which allow independent special districts and CDDs, respectively, to convert to a municipality without legislative approval.

#### **Performance Measures and Standards**

The legislation also mandates special districts to establish goals, objectives, performance measures, and standards for each program and activity they undertake by October 1, 2024, or the end of their first full fiscal year, and to report annually on their achievements and performance. Furthermore, by December 1 of each subsequent year, each district must produce an annual report detailing the goals and objectives it has accomplished, the performance measures and standards used for evaluation, and any goals or objectives that were not met. The annual report must be published on the District's website.

For independent special fire control districts, the bill requires reporting on volunteer firefighter training by October 1 annually.

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The legislation reduces the maximum ad valorem millage rate for mosquito control districts from 10 mills to one mill, allowing an increase to two mills via referendum, and requires submission of work plans and budgets to receive state funds. Lastly, the law prohibits the creation of new Neighborhood Improvement Districts (NIDs) after July 1, 2024, and mandates a performance review of existing NIDs by September 30, 2025.

The effective date of this act is July 1, 2024.

- 2. Chapter 2024 80, Laws of Florida (HB 433). The legislation prohibits political subdivisions from establishing, mandating, or requiring employers, including those contracting with political subdivisions, to meet heat exposure requirements not mandated by state or federal law. The law clarifies that it does not limit the authority of political subdivisions to establish heat exposure requirements¹ for their direct employees. Effective September 30, 2026, the law amends Florida's wage and employment benefits law, prohibiting political subdivisions from controlling or affecting wages or employment benefits provided by vendors, contractors, service providers, or other parties through purchasing or contracting procedures. In addition the law prohibits using wages or employment benefits as evaluation factors or awarding preferences based on them. The law removes the ability of local governments to require a minimum wage for certain employees under contract terms and states that these revisions do not impair contracts entered into before September 30, 2026. Lastly, this act prohibits local governments from adopting or enforcing regulations on employee scheduling, including predictive scheduling, by private employers except as expressly authorized or required by state or federal law, rule, regulation, or federal grant requirements. Except as otherwise provided, the effective date of this act is July 1, 2024.
- **3.** Chapter 2024 204, Laws of Florida (HB 149). The legislation raises the maximum limit for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA) from an estimated per-project construction cost of \$4 million to \$7.5 million, with an annual adjustment based on the Consumer Price Index (CPI). Starting July 1, 2025, and annually thereafter, the Department of Management Services (DMS) is mandated to adjust the maximum allowable amount for each project in a continuing contract according to the change in the June-to-June CPI for All Urban Consumers, as issued by the Bureau of Labor Statistics. DMS is required to publish the adjusted amount on its website. The effective date of this act is July 1, 2024.
- 4. Chapter 2024 202, Laws of Florida (HB 59). The legislation amends section 720.303, F.S., requiring Homeowner Associations (HOAs) to provide a physical or digital copy of the HOA's rules and covenants to all members by October 1, 2024. This requirement extends to all new members upon joining and includes providing updated copies whenever amendments to the rules or covenants occur. HOAs are authorized to set standards for the distribution method and timing for these documents. The law also stipulates that HOAs maintain certain official records, such as the HOA's declaration of covenants and any amendments, within the state for at least seven years. These records must be accessible to parcel owners for inspection or copying, either physically or electronically. The effective date of this act is July 1, 2024

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<sup>&</sup>lt;sup>1</sup> A standard to control an employee's exposure to heat or sun and mitigate its effects. This includes employee monitoring, water consumption, cooling measures, acclimation periods, informational notices, heat exposure programs, first-aid measures, protections for reporting heat exposure, and related reporting and recordkeeping.

- **5.** Chapter 2024 221, Laws of Florida (HB 1203). The legislation establishes educational requirements for community association managers (CAMs) and HOA directors. By January 1, 2025, HOAs with 100 or more parcels must post certain official records on their website or application. It allows parcel owners to request a detailed accounting of any amounts owed to the HOA, and if not provided, the board forfeits any outstanding fine under specific conditions. The bill prohibits HOAs and their committees from imposing requirements on the interior of structures not visible from the frontage, adjacent property, common areas, or golf courses. The law also forbids the need for HOA or committee approval for central air-conditioning, heating, or ventilating systems if not visible from the frontage, adjacent property, common area, or golf course, and if they are similar to approved systems. Criminal penalties are introduced for HOA officers, directors, or managers accepting kickbacks. Additionally, HOAs cannot prevent homeowners from installing vegetable gardens and clotheslines in non-visible areas, and certain HOA election voting activities are classified as a first-degree misdemeanor. The effective date of this act is July 1, 2024.
- 6. Chapter 2024 44, Laws of Florida (HB 621). The legislation establishes section 82.036, F.S., creating a process for removing unauthorized persons (squatters) from residential property. Property owners or their authorized agents can file a verified complaint with the county sheriff, who, upon verifying the complainant's identity and ownership, must serve notice to the occupants to vacate immediately. The law grants immunity to the sheriff and property owner for any property loss or damage unless the removal is wrongful. It also establishes a civil cause of action for wrongful removal, allowing the wrongfully removed party to seek damages, court costs, and attorney fees. The effective date of this act is July 1, 2024.
- 7. Chapter 2024 147, Laws of Florida (SB 7020). The legislation amends section 1.01, F.S., the statute defining "registered mail," to broaden the range of acceptable delivery services for meeting statutory registered mail requirements in the state. The new definition of "registered mail" now explicitly includes any delivery service by the U.S. Postal Service or a private delivery service that provides proof of mailing or shipping and proof of delivery, confirmed by a receipt signed by the addressee or a responsible person at the delivery address. Additionally, "return receipt requested" is defined to encompass delivery confirmation services by the U.S. Postal Service or private delivery services that offer similar proof of delivery. These amendments are remedial in nature and apply retroactively. The effective date of this act is May 6, 2024.
- **8.** Chapter 2024 263, Laws of Florida (HB 321). This legislation specifies that any individual who intentionally releases, organizes the release of, or causes the release of balloons inflated with lighter-than-air gas commits an act of littering and is subject to corresponding penalties<sup>2</sup>. However, children aged six or younger who engage in such activities are exempt from noncriminal littering infractions and associated penalties. The bill removes the exemption for balloons deemed biodegradable or photodegradable by Florida Fish and Wildlife Conservation rules. It also eliminates the provision allowing citizens to petition a circuit court to prevent the release of ten or more balloons. Additionally, the bill revises definitions in section 403.413, F.S., the Florida Litter Law, to include:

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<sup>&</sup>lt;sup>2</sup> The penalty for littering generally corresponds to the amount of litter discarded. ≤ 15 pounds or ≤ 27 cubic feet = Noncriminal infraction, punishable by a civil penalty of \$150. > 15 pounds but ≤ 500 pounds or > 27 cubic feet but ≤ 100 cubic feet = First-degree misdemeanor, punishable by up to one year in jail and a \$1,000 fine. > 500 pounds or > 100 cubic feet = Third-degree felony, punishable by up to five years' imprisonment and a \$5,000 fine. It is the duty of all law enforcement officers to enforce Florida's Litter Law.

- "Dump," specifying that it encompasses the intentional release, organization of the release, or causation of the release of balloons.
- "Litter," explicitly adding balloons to the definition.

The effective date of this act is July 1, 2024.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <a href="http://laws.flrules.org/">http://laws.flrules.org/</a>.

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# Montecito Community Development District

## Financial Report For July 2024

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#### MONTECITO COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT JULY 2024

		YEAR
	ANNUAL	TO DATE
	BUDGET	ACTUAL
	10/1/23 - 9/30/24	10/1/23 - 7/31/24
REVENUES	250 250	
O&M Assessments	956,658	949,876
Debt Assessments	335,129	331,691
Interest Income	0	1,876 5,570
Stormwater Control Cost Share Miscellaneous Income	4,136	2,565
Clubhouse Rental	0	2,565
Total Revenues	\$ 1,295,923	\$ 1,292,193
	, , , , , ,	, , , , , ,
EXPENDITURES		
Administrative Expenditures Supervisor Fees	12,000	9,400
Payroll Taxes	0	1,147
District Enginner	15,000	16,755
Legal Fees	40,000	57,153
District Management	58,300	45,000
Continuing Disclosure	0	43,000
Assessment Roll	5,300	0
Information Technology	1,908	0
Website Maintenance	1,272	4,507
Auditing Services	5,000	1,500
Arbitrage Rebate Calculation	450	0
Trustee Fees	3,250	3,000
Public Officials/General Liability Insurance	19,102	15,218
Legal Advertising	3,000	1,304
Dues, Licenses & Subscriptions	175	644
Property Appraiser Expenditure	250	0
Reimbursable Expenditures	1,200	0
Contingency/Miscellaneous	2,400	2,427
Postage and Delivery	0	1,141
Office Supplies	0	1,623
Lake Maintenance	0	6,060
Signs	0	3,365
Professional Fee & Permits	0	350
Total Administrative Expenditures	\$ 168,607	\$ 170,594
EXPENDITURES		
Maintenance Expenditures		
Field Management		
Amenity and Field Management Contract	157,520	131,267
Property Insurance	51,117	26,286
Employee - Workers Comp	0	0
ADP Fees	0	0
<u>Field Management Subtotal</u>	208,637	157,553
Amenity Center Operations		
Repairs & Maintenance (Non-HVAC)	12,000	0
HVAC Repairs & Maintenance	2,000	2,231
Office Supplies	1,500	1,260
Janitorial Supplies	1,850	0
Janitorial Services	12,540	9,731
Pest Control & Termite Bond	1,203	863
Fitness Equipment Repairs & Maintenance Playground Repairs & Maintenance	3,000	935
Pool Service Repairs & Maintenance	1,000	•
Gate Maintenance	15,000	22,991 2,862
Pool Furniture	0	2,662
Amenity Center Operations Subtotal	50,093	41,104
Irrigation		
Irrigation Irrigation Repairs & Maintenance	25,000	22,007
Irrigation Monitoring	6,388	16,639
Hoover Pumps Repairs & Maintenance	17,500	18,209
Irrigation Subtotal	48,888	56,855
	40,000	55,055
Stormwater Control		
Aquatic Maintenance & Repairs	12,430	0
Fountain Service Repairs & Maintenance	9,000	21,769
Stormwater Control Subtotal	21,430	21,769

#### MONTECITO COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT JULY 2024

	ANNUAL BUDGET 10/1/23 - 9/30/24		YEAR TO DATE ACTUAL 10/1/23 - 7/31/24
EXPENDITURES			
Landscaping			
Landscaping Contracted Services	103,425		0
Additional Landscaping Repairs & Maintenance	20,000		118,747
Entrance/Amenity Plant Replacement	2,400		0
Mulch	15.000		12,575
Palm Tree Maintenance	14,700	)	14,700
Oak Tree Maintenance	6,825	i	0
Landscaping Subtotal	162,350	)	146,022
Common Areas, Right of Ways & Perimeter Walls			
Street Light Repairs & Maintenance	9,000	)	0
Entrance Vehicular Gates Repairs & Maintenance	7,760		0
Pedestrian Entry Gates & Walls Maintenance	8,000		0
Common Area Repairs & Maintenance	6,000		764
Sidewalk Cleaning	8,000	)	0
Commons Areas, Right of Ways & Perimeter Walls Subtotal	38,760	)	764
Security Monitoring Services			
Fire Detection Services	2,432	:	6,120
Access Control Services	2,918		0
Intrusion Services	1,780		0
Security Monitoring Repairs & Maintenance	2,500	)	59
Security Monitoring Services Subtotal	9,630	)	6,179
Utilities			
Electric Services	54,394		35,463
Telephone, Fax & Internet	3,946		5,246
Water & Sewer Services	4,000		2,102
Gate Kiosk Internet Services	2,850		0
Utilities Subtotal	65,190	)	42,811
Other			
Contingency/Miscellaneous Expenditures	10,000	)	51,965
Other Subtotal	10,000		51,965
			·
Total Operations & Maintenance Expenditures	\$ 614,978		\$ 525,022
T-4-1 F 404	* 700 F0F		<b>*</b>
Total Expenditures	\$ 783,585		\$ 695,616
Other Financing Uses			
Capital Reserve Transfer Out	59,810	1	0
Disaster Reserve Transfer Out	30,000		0
Roadway Reserve Transfer Out	30,000		0
Total Other Financing Uses	119,810		0
<b>3</b>	110,011		
Total Expenditures & Reserves	903,395	;	695,616
REVENUES LESS EXPENDITURES	\$ 392,528		\$ 596,577
Bond Payments	(315,021)	)	(312,610)
BALANCE	\$ 77,507		\$ 283,967
DALANOL	Ψ 11,501		200,301
County Appraiser & Tax Collector Fee	(25,836)	)	(24,730)
Discounts For Early Payments	(51,671)	)	(48,966)
EVOCES (CHORTEALL)	•		¢ 240.274
EXCESS/ (SHORTFALL)	\$ -		\$ 210,271
Carryover From Prior Year	C	1	0
NET EXCESS/ (SHORTFALL)	\$ -		\$ 210,271
Note: Reserve Balances Are As Of 9-30-23 - to be adjusted of	on 9-30-24		Items To Be Deducted From
Bank Balance As Of 7/31/24	\$ 734,313.62	7	Reserve Balances On 9-30-24  Amentity Center Roofing Repairs:
Accounts Payable As Of 7/31/24	\$ 35,668.61	1	Collis Roofing: \$37,642
Accounts Receivable As Of 7/31/24	\$ 5,570.36	1	Pond Fountains: \$18,049
Capital Reserve As Of 7/31/24	\$ 288,441.00		(Lake Pacifica: \$5,038)
Disaster Reserve As Of 7/31/24	\$ 52,679.00		(Lake Coquina: \$13,011)
Roadway Reserve As Of 7/31/24	\$ 105,314.00		Pool Lift: \$5,695
Available Funds As Of 7/31/24	\$ 257,781.37		Central Florida Stairlift

# Montecito Community Development District Expenditures October 2023 through July 2024

	Date	Invoice #	Vendor	Memo	Amount
Expenditures					
01-1301 · Supervisor Fees					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (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
	03/21/2024	PR 02.14.24		mtg 02.14.24 ck 03.19.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	1,000.00
	04/04/2024	PR 03.13.24		mtg 03.13.24 & 03.27.24 ck 04.02.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	1,800.00
	04/23/2024	PR 04.10.24		mtg 04.10.24 ck 04.22.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	1,000.00
	05/14/2024	PR 05.01.24		mtg 05.01.24 ck 05.15.24 (Catherine L, George H, Tanja G, Eric S)	800.00
	07/15/2024	PR 06.12.24		mtg 06.12.24 ck 07.09.24 (Catherine L, George H, Tanja G, Eric S)	800.00
Total 01-1301 · Supervisor Fees					9,400.00
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
	01/31/2024	99124	Culpepper Terpening Inc.	Professional Services through January 31, 2024	2,143.57
	02/29/2024	99351	Culpepper Terpening Inc.	Professional Services through February 29, 2024	2,065.90
	03/31/2024	99566	Culpepper Terpening Inc.	Professional Services through March 31, 2024	2,915.00
	04/30/2024	99893	Culpepper Terpening Inc.	Professional Services through April 30, 2024	1,698.66
	05/31/2024	99986	Culpepper Terpening Inc.	Professional Services through May 31, 2024	2,997.67
Total 01-1310 · Engineering					16,754.55
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
	03/31/2024	2024-0472	Special District Services	Management Fee March 2024	4,500.00
	04/30/2024	2024-0592	Special District Services	Management Fee April 2024	4,500.00
	05/31/2024	2024-0727	Special District Services	Management Fee May 2024	4,500.00
	06/30/2024	2024-0853	Special District Services	Management Fee June 2024	4,500.00
	07/31/2024	2024-0977	Special District Services	Management Fee July 2024	4,500.00
Total 01-1311 · Management Fees					45,000.00
01-1315 · Legal Fees					
	10/31/2023	183890	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Oct 2023	7,362.50
	11/30/2023	184340	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Nov 2023	4,730.00
	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
	02/29/2024	186404	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees Feb 2024	4,745.00
	03/31/2024	186909	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees March 2024	7,827.50
	04/30/2024	187304	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees April 2024	3,762.50
	05/31/2024	187856	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees May 2024	6,542.50
	06/30/2024	188353	Billing, Cochran, Lyles, Mauro & Ramsey	Legal Fees June 2024	6,037.50
Total 01-1315 · Legal Fees					57,152.50
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# Montecito Community Development District Expenditures

October 20	023 throu	ah Jul	v 2024
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	Date	Invoice #	Vendor	Memo	Amount
01-1320 · Audit Fees					
or rozo Addit 1000	07/01/2024	26139	Grau & Associates	FY 22/23 Audit 1st Progress Pmt	1,500.00
Total 01-1320 · Audit Fees	0.70172021	20.00	0.44 47.65554.65	<u></u>	1.500.00
01-1450 · Insurance (Liability)					1,000.00
or rise measures (Elazinty)	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)			3	<b>2</b>	15,218.00
01-1451 · Property Insurance					10,210.00
	10/01/2023	20346	Egis Insurance Advisors	Policy #100123654 10/01/2023-10/01/2024 Acct #486	26,286.00
Total 01-1451 · Property Insurance				•	26,286.00
01-1480 · Legal Advertisements					.,
•	02/29/2024	0006267058	Florida Today	Notice of Rule Development - AMENITY RULES - USE OF DISTRICT PROPERTY	178.49
	02/29/2024	0006267058	Florida Today	Notice of Rulemaking Hearing to Consider Amendments to the Rules of the District	275.06
	03/31/2024	0006331430	Gannett Florida LocaliQ	Notice of Budget Workshop	618.72
	05/31/2024	0006462981	Gannett Florida LocaliQ	Notice of Qualifying Period	231.77
Total 01-1480 · Legal Advertisements					1,304.04
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	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	11.10
	02/21/2024			Service Charge	23.71
	03/21/2024			Service Charge	24.12
	04/17/2024	1422	Truist Bank	LATE PAYMENT FEE	29.00
	04/17/2024	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	18.49
	04/21/2024			Service Charge	23.71
	05/21/2024			Service Charge	23.92
	06/21/2024			Service Charge	23.72
Total 01-1511 · Bank Service Charges					702.85

# Montecito Community Development District Expenditures October 2023 through July 2024

	Date	Invoice #	Vendor	Memo	Amount
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
	02/12/2024		FL Dept of Revenue	penatly for Sales Tax late filing	100.00
	02/29/2024	2024-0231	Special District Services	Travel Jan 2024	97.82
	03/17/2024	1422	Truist Bank	LOWES	23.26
	03/21/2024	PR 02.14.24		mtg 02.14.24 ck 03.19.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	53.75
	03/31/2024	2024-0472	Special District Services	Travel Feb 2024	97.82
	04/04/2024	PR 03.13.24		mtg 03.13.24 & 03.27.24 ck 04.02.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	53.75
	04/17/2024	1422	Truist Bank	LOWES	19.98
	04/23/2024	PR 04.10.24		mtg 04.10.24 ck 04.22.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	53.75
	04/30/2024	2024-0592	Special District Services	Travel March 2024	195.64
	05/14/2024	PR 05.01.24		mtg 05.01.24 ck 05.15.24 (Catherine L, George H, Tanja G, Eric S)	53.00
	05/31/2024	2024-0727	Special District Services	Travel April 2024	97.82
	06/17/2024	1422	Truist Bank	LOWES	28.38
	06/17/2024	1422	Truist Bank	LOWES	41.94
	06/17/2024	1422	Truist Bank	CREDIT	-25.78
	06/30/2024	2024-0853	Special District Services	Travel May 2024	97.82
	07/15/2024	PR 06.12.24		mtg 06.12.24 ck 07.09.24 (Catherine L, George H, Tanja G, Eric S)	53.00
	07/31/2024	2024-0977	Special District Services	Travel June 2024	97.82
Total 01-1512 · Miscellaneous					1,724.41
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
	03/31/2024	2024-0472	Special District Services	FedEx Feb 2024	92.61
	04/09/2024		Brevard County Tax Collector	Postage and Delivery	1.07
	04/30/2024	2024-0592	Special District Services	FedEx March 2024	40.83
	05/09/2024		Brevard County Tax Collector	Postage and Delivery	76.74
	05/31/2024	2024-0727	Special District Services	FedEx April 2024	44.35
	06/30/2024	2024-0853	Special District Services	FedEx May 2024	11.20
	07/31/2024	2024-0977	Special District Services	FedEx June 2024	124.36
	07/31/2024	2024-0977	Special District Services	Postage June 2024	1.28
Total 01-1513 · Postage and Delivery					1,140.97

	Date	Invoice #	Vendor	Memo	Amount
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
	03/31/2024	2024-0472	Special District Services	Copier Feb 2024	283.95
	03/31/2024	2024-0472	Special District Services	Meeting Books Feb 2024	36.00
	04/30/2024	2024-0592	Special District Services	Copier March 2024	119.25
	04/30/2024	2024-0592	Special District Services	Meeting Books March 2024	72.00
	05/31/2024	2024-0727	Special District Services	Copier April 2024	44.40
	05/31/2024	2024-0727	Special District Services	Meeting Books April 2024	28.00
	06/30/2024	2024-0853	Special District Services	Copier May 2024	87.90
	06/30/2024	2024-0853	Special District Services	Meeting Books May 2024	36.00
	07/31/2024	2024-0977	Special District Services	Copier June 2024	151.05
	07/31/2024	2024-0977	Special District Services	Meeting Books June 2024	36.00
Total 01-1514 · Office Supplies					1,623.00
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	1422	Truist Bank	Mailchimp	26.50
	03/17/2024	1422	Truist Bank	Mailchimp	26.50
	04/17/2024	1422	Truist Bank	Mailchimp	26.50
	06/17/2024	1422	Truist Bank	Mailchimp	26.50
	07/17/2024	1422	Truist Bank	Mailchimp	26.50
Total 01-1540 · Dues, License & Subscriptions					643.79
01-1550 · Trustee Fees (GF)					
	05/17/2024	977347	UBM Bank (TTEE)	May 1, 2024 through April 30, 2025	3,000.00
Total 01-1550 · Trustee Fees (GF)					3,000.00
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
	,		,		300.00

	Date	Invoice #	Vendor	Memo	Amount
	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 - MontecitoTotal Billable Expenses	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
	03/01/2024	417587	Vesta Property Services, Inc.	Website Maintenance	100.00
	03/26/2024	959	REALIGN WEB DESIGN	"Report an Issue" form and page creation. GravityForms plugin upload and setup. Su	131.25
	03/31/2024	2024-0472	Special District Services	Website Fee March 2024	300.00
	04/30/2024	2024-0592	Special District Services	Website Fee April 2024	300.00
	05/13/2024	974	REALIGN WEB DESIGN	Transactional email deliverability fix. Installation and setup of email software	168.75
	05/31/2024	2024-0727	Special District Services	Website Fee May 2024	300.00
	06/30/2024	2024-0853	Special District Services	Website Fee June 2024	300.00
	07/31/2024	2024-0977	Special District Services	Website Fee July 2024	300.00
Total 01-1570 · Website Maintenance					4,507.00
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 and material to complete required repairs fromoutage on 10/4/23.	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 - October 2023	1,390.50
	11/01/2023	18431	Progreen Services LLC	Monthly Landscape Maintenance Service Nov 2023	6,500.00
	11/30/2023	18793	Progreen Services LLC	Provide labor and material to install Artesian well including permits. Additional charge of 35 p	24,526.00
	12/01/2023	18741	Progreen Services LLC	Monthly Landscape Maintenance Service- Dec 2023	6,500.00
	12/11/2023	18831	Progreen Services LLC	Provide labor and material to remove and replace the followingshrubs in the Park area.	1,100.00
	12/11/2023	18832	Progreen Services LLC	Provide labor and material to install Sod &Plants in common area 12 Pallets sod 6,000 sq ft Jasm	7,780.00
	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
	03/01/2024	19766	Progreen Services LLC	Monthly Landscape Maintenance Service March 2024	6,500.00
	04/01/2024	20153	Progreen Services LLC	Monthly Landscape Maintenance Service- April 2024	6,500.00
	05/01/2024	20548	Progreen Services LLC	Monthly Landscape Maintenance Service May 2024	6,500.00
	06/01/2024	20871	Progreen Services LLC	Monthly Landscape Maintenance June 2024	6,500.00
Total 01-1801 · Landscaping Maintenance					99,091.57
01-1802 · Lawn Maintenance					
	07/01/2024	21245	Progreen Services LLC	Monthly Landscape Maintenance Service July 2024	6,500.00
Total 01-1802 · Lawn Maintenance					6,500.00
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

## Montecito Community Development District Expenditures

	Date	Invoice #	Vendor	Memo	Amount
	03/02/2024	PSI056528	Solitude Lake Management	Annual Maintenance March Billing 3/1/2024 - 3/31/2024	1,220.00
	04/02/2024	PSI063884	Solitude Lake Management	Annual Maintenance April Billing 4/1/2024 - 4/30/2024	1,220.00
	05/02/2024	PSI071754	Solitude Lake Management	Annual MaintenanceMay Billing 5/1/2024 5/31/2024	1,220.00
Total 01-1807 · Lake Maintenance					6,060.02
01-1809 · Grounds Maintenance					
	06/04/2024	1004	Junk Force Tampa LLC	Chair Lift Removal	250.00
Total 01-1809 · Grounds Maintenance					250.00
01-1811 · Professional Fee & Permits (GF)					
	04/30/2024	05-BID-7152158	Florida Department of Health		350.00
Total 01-1811 · Professional Fee & Permits (GF)					350.00
01-1812 · Signs					
	11/13/2023	INV-228	Paradise Signs and Graphics	DESCRIPTION: Multiple signs for the Montecito Community	2,151.33
	03/14/2024	INV-578	Paradise Signs and Graphics	(2) 18" x 24" Black on Yellow Reflective .080 SLOW Children Playing SignsTravel and Install Incl	598.50
	06/07/2024	INV-792	Paradise Signs and Graphics	(3) 24" X 36" Pool Signs Signs 3M IJ35C - Matte - 24" X 36" Pool Signs Briteline Shield - 3 mil	435.00
	06/12/2024	INV-796	Paradise Signs and Graphics	24" X 36" Full Color Print on Poster Paper	90.00
	07/02/2024	INV-812	Paradise Signs and Graphics	1 18" X 28" Full Color Print on Poster Paper	90.00
Total 01-1812 · Signs					3,364.83
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
	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

Date	Invoice #	Vendor	Memo	Amount
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
03/26/2024		FPL		367.47
03/26/2024		FPL		48.91
03/26/2024		FPL		49.63
03/26/2024		FPL		1,055.12
03/26/2024		FPL		274.14
03/26/2024		FPL		847.57
03/26/2024		FPL		744.09
03/26/2024		FPL		400.21
04/29/2024		FPL		385.07
04/29/2024		FPL		48.79
04/29/2024		FPL		49.49
04/29/2024		FPL		1,073.54
04/29/2024		FPL		323.34
04/29/2024		FPL		924.22
04/29/2024		FPL		779.97
04/29/2024		FPL		409.87
05/28/2024		FPL		338.34
05/28/2024		FPL		42.26
05/28/2024		FPL		43.54
05/28/2024		FPL		966.73
05/28/2024		FPL		265.67
05/28/2024		FPL		848.97
05/28/2024		FPL		736.42
05/28/2024		FPL		314.41
06/26/2024		FPL		337.72
06/26/2024		FPL		40.97
06/26/2024		FPL		33.30
06/26/2024		FPL		917.07
06/26/2024		FPL		196.53

	Date	Invoice #	Vendor	Memo	Amount
	06/26/2024		FPL		886.54
	06/26/2024		FPL		651.47
	06/26/2024		FPL		330.07
	07/29/2024		FPL		360.45
	07/29/2024		FPL		43.05
	07/29/2024		FPL		44.15
	07/29/2024		FPL		1,004.62
	07/29/2024		FPL		186.56
	07/29/2024		FPL		1,138.53
	07/29/2024		FPL		565.83
	07/29/2024		FPL		372.97
Total 01-1814 · Electricity					35,463.21
01-1815 · Maintenance Contingency					
02-1815 · Maintenance Contingency - Cap					
	10/10/2023	334056	Collis Roofing Inc.	1st draw Commencement	18,821.00
	12/05/2023	336614	Collis Roofing Inc.	2nd Installment Draw	15,056.80
Total 02-1815 · Maintenance Contingency - Cap					33,877.80
01-1815 · Maintenance Contingency - Other					
	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'-9' 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 I	420.00
	05/30/2024	35120	Brevard Electric Services Inc	TOTAL LABOR AND MATERIAL COST TO REPLACE 400AMP MAIN PANEL INCLUDES REUSING BRANCH BREAKERS	5,923.00
Total 01-1815 · Maintenance Contingency - Other					18,088.20
Total 01-1815 · Maintenance Contingency					51,966.00
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
	11/29/2023	512016	Sonitrol of Tallahassee	Fire Alarm Test & Inspection - Trip Charge	59.00
	12/01/2023	509814	Sonitrol of Tallahassee Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Dec 2023	565.92
	12/06/2023 01/01/2024	512396 513698	Sonitrol of Tallahassee	Fire Alarm Test & Inspection- Trip Charge	59.00 565.92
	01/01/2024	517195	Sonitrol of Tallahassee	Fire Alarm Test & Inspection 01/01/2024-01/31/2024  Fire Alarm Test & Inspection- Trip Charge	59.00
	01/24/2024	517823	Sonitrol of Tallahassee	Fire Alarm Test & Inspection 2/01/2024 - 02/29/2024	565.92
	03/01/2024	522358	Sonitrol of Tallahassee	Fire Alarm Test & Inspection03/01/2024 - 03/31/2024 Fire Alarm Test & Inspection03/01/2024 - 03/31/2024	565.92
	03/01/2024	526891	Sonitrol of Tallahassee	Fire Alarm Test & Inspection/03/01/2024 - 04/30/2024  Fire Alarm Test & Inspection/04/01/2024 - 04/30/2024	588.55
	04/01/2024	529623	Sonitrol of Tallahassee	Finance Charges	16.98
	05/01/2024	530979	Sonitrol of Tallahassee	Fire Alarm Test & Inspection05/01/2024 - 05/31/2024	588.55
	05/06/2024	534074	Sonitrol of Tallahassee	Trip Charge Replaced batteries on all smoke detectors.	59.00
	05/25/2024	535442	Sonitrol of Tallahassee	Fire Alarm Test & Inspection 06/01/2024 - 06/30/2024	588.55
	00/20/2024	330-1-12	Common of Tulianacocc		000.00

	Date	Invoice #	Vendor	Memo	Amount
	06/25/2024	540152	Sonitrol of Tallahassee	Fire Alarm Test & Inspection 07/01/2024 - 07/31/2024	588.55
	07/18/2024	544010	Sonitrol of Tallahassee	Montecito Community - 208 Montecito Drive, Satellite Beach, FLTrip Charge	59.00
Total 01-1817 · Fire Detection Services					6,120.70
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
	02/12/2024		Spectrum		99.99
	02/12/2024		Spectrum		99.99
	02/12/2024		Spectrum		321.13
	03/09/2024		Spectrum		99.99
	03/09/2024		Spectrum		99.99
	03/10/2024		Spectrum		328.20
	04/10/2024		Spectrum		328.20
	04/10/2024		Spectrum		99.99
	04/10/2024		Spectrum		99.99
	05/10/2024		Spectrum		328.20
	05/10/2024		Spectrum		99.99
	05/10/2024		Spectrum		99.99
	06/09/2024 06/09/2024		Spectrum Spectrum		99.99 99.99
	06/09/2024		Spectrum		328.20
	07/10/2024		Spectrum		328.20
	07/10/2024		Spectrum		99.99
	07/10/2024		Spectrum		99.99
Total 01-1821 · Telephone	0.7.10,202.		opes		5,246.45
01-1822 · Water & Sewer-Recreation Fac					5,240.43
	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
	02/26/2024		City of Melbourne Utilities		94.30

	Date	Invoice #	Vendor	Memo	Amount
	04/01/2024		City of Melbourne Utilities		419.84
	04/29/2024		City of Melbourne Utilities		125.89
	05/28/2024		City of Melbourne Utilities		210.49
	06/24/2024		City of Melbourne Utilities		319.11
	07/22/2024		City of Melbourne Utilities		305.28
Total 01-1822 · Water & Sewer-Recreation Fac					2,101.62
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
	03/15/2024	19890	Progreen Services LLC	One time cleanup of the vines growing through the hedge to theright of the club house. Remove th	1,500.00
	03/29/2024	20023	Progreen Services LLC	Install Drench Fertilizer treatment on Fox Tail Palms around theclubhouse and pool deck.	975.00
	05/17/2024	20697	Progreen Services LLC	Provide Labor and Material to remove 2" soil below sidewalk and install 11 yards of 3/4" x 1" Red	2,530.00
Total 01-1825 · Landscape Enhancements					12,905.00
01-1826 · Palm Tree Maintenance					
	05/31/2024	20766	Progreen Services LLC	Provide labor and material to complete Annual Palm Trimming	14,700.00
Total 01-1826 · Palm Tree Maintenance					14,700.00
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					
02-1829 · Fountain Repairs & Maint - Cap					
	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
	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
Total 02-1829 · Fountain Repairs & Maint - Cap					18,049.50
01-1829 · Fountain Repairs & Maint - Other					
	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
	02/12/2024	32423A	Fountain Design Group Inc.	TECHNICIAN PERFORMED A ONE TIME CLEANING TOREMOVE ALGAE FROM THE LAKE CATALINA FOUNTAIN.	240.00
	05/16/2024	PS1074658	Solitude Lake Management	Fountain/Aerator Service & Repairs	315.00
	06/02/2024	PSI079839	Solitude Lake Management	Annual Maintenance June Billing 6/1/2024 6/30/2024	1,220.00
	07/02/2024	PSI088235	Solitude Lake Management	Annual Maintenance July Billing 7/1/2024 7/31/2024	1,220.00
Total 01-1829 · Fountain Repairs & Maint - Other					3,719.31
Total 01-1829 · Fountain Repairs & Maint					21,768.81
01-1830 · Irrigation Repairs					
	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
	02/29/2024	19660	Progreen Services LLC	Irrigation Repairs	1,000.25
	02/29/2024	19659	Progreen Services LLC	Irrigation Repair - Mainline Repair	677.12
	03/18/2024	19910	Progreen Services LLC	Irrigation Repair Inspection and Work Order Repairs Irrigation Repair 1* laterals Irrigation Rep	554.50
	03/18/2024	19911	Progreen Services LLC	Irrigation Repair Inspection and Work Order Repairs	445.75
	03/22/2024	19944	Progreen Services LLC	Irrigation Repair 6" spray with Nozzle Irrigation Repair Lateral Irrigation Repair Labor	254.00

### Montecito Community Development District Expenditures

### October 2023 through July 2024

	Date	Invoice #	Vendor	Memo	Amount
	03/22/2024	19945	Progreen Services LLC	Irrigation Repair Round Green Valve Box Irrigation Repair Labor	122.50
	03/22/2024	19942	Progreen Services LLC	Irrigation Repair - 6" spray with nozzles Irrigation Repair - Lateral Irrigation Repair Solenoid	223.00
	03/26/2024	19970	Progreen Services LLC	Irrigation Repair	1,436.21
	03/30/2024	20573	Progreen Services LLC	Irrigation Repair	866.86
	03/31/2024	20206	Progreen Services LLC	Irrigation Repair Montecito Clubhouse Zone 10 bad wireconnection Irrigation Repair 150' 14-2 Wir	2,220.00
	04/30/2024	20570	Progreen Services LLC	Irrigation Repair	253.00
	04/30/2024	20572	Progreen Services LLC	Irrigation Repair	507.52
	05/21/2024	20717	Progreen Services LLC	Irrigation Repair - East Entrance - Shearwater	209.00
	05/21/2024	20718	Progreen Services LLC	Irrigation Repair West Entrance - Shearwater Irrigation Repair 2" Hunter ICV Valve Irrigation Re	443.75
	05/21/2024	20719	Progreen Services LLC	Irrigation Repair Clubhouse Zone 58 and 59	202.50
	05/31/2024	20830	Progreen Services LLC	Irrigation Repair Clubhouse Wireless Module ReplacementIrrigation Repair Labor	195.00
	06/14/2024	21058	Progreen Services LLC	Irrigation Repair Wet check Repairs Zones 1 -134 West Clock Irrigation Repair Labor Irrigation R	443.75
	06/14/2024	21059	Progreen Services LLC	Irrigation Repair Wet Checks Clubhouse Controller Zones 23-70repairs Irrigation Repair 6" Spray	171.50
	06/18/2024	21075	Progreen Services LLC	Irrigation Repair Zone 39 West Controller Irrigation Repair ICD 100 Decoder Irrigation Repair Tw	298.86
	06/18/2024	21076	Progreen Services LLC	Irrigation Repair West Wet Check Inspections Irrigation Repair 6" Spray Nozzles Irrigation Repai	398.00
	06/19/2024	21091	Progreen Services LLC	Irrigation Repair East Clock Zone 21 85-95 Redondolrrigation Repair 2" Hunter PGV Valve Irrigati	395.00
	06/19/2024	21092	Progreen Services LLC	Irrigation Repair Emergency 4" Mainline Repair East Controller Zone 28 Irrigation Repair 4" Fitt	566.20
	06/20/2024	21112	Progreen Services LLC	Irrigation Repair West Controller - Replace bad wire Behind 644Mission Bay Dr.	2,590.00
Total 01-1830 · Irrigation Repairs					22,006.53
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
	03/01/2024	2355	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring March 2024	548.90
	04/01/2024	2397	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring April 2024	548.90
	05/01/2024	2436	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring May 2024	548.90
	06/01/2024	2479	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring June 2024	548.90
	07/01/2024	2528	Insight Irrigation Monitoring	Montecito Monthly Irrigation Monitoring July 2024	548.90
Total 01-1831 · Irrigation Monitoring					16,639.40
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
	03/26/2024	179221	Hoover Pumping Systems Corporation	1/0 - Artesian Well Discharge Header Reconfiguration	7,332.66
	03/29/2024	179088	Hoover Pumping Systems Corporation	Nature of Call S/O-6" Check Valve Only Lake Replacement	3,527.00
	05/28/2024	177154	Hoover Pumping Systems Corporation	5/22/2024 - The station is currently down on a Loss of prime after a putty reset. Hoover technic	157.57
Total 01-1833 · Hoover Pumps - Repairs					18,209.03
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01-1834 · Gate Maintenance

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	Date	Invoice #	Vendor	Memo	Amount
	01/08/2024	1079453	Florida Door Control Of Orlando Inc.	1/5/2024 1:45:24 PM 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.	1/17/2024 10:25:50 AM On 01/14 the gates were not open per the set scheduled times. Gates should	360.00
	03/13/2024	1080354	Florida Door Control Of Orlando Inc.	Tech-Labor (Mel/Tam/Orl)12V 7Ah Battery	496.00
	03/17/2024	1422	Truist Bank	LOWES	42.91
	04/08/2024	1080700	Florida Door Control Of Orlando Inc.	4/5/2024 2:36:48 PM Tina - The vehicle gate at Shearwater Dr. is stuck open and making a beeping	290.00
	04/17/2024	1422	Truist Bank	LOWES	70.44
	05/23/2024	1081275	Florida Door Control Of Orlando Inc.	5/9/2024 10:14:35 AM Tina called and approved EMS services. Sheer Water exit gate will not open. RW	430.00
Total 01-1834 · Gate Maintenance					2,862.35
01-1836 · Common Area Repairs & Maint					
	10/09/2023	09-15314	GAULT ELECTRIC LLC	10/6/2023: 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
	11/30/2023	415620	Vesta Property Services, Inc.	Maintenance - Work on AC Water - November	50.00
	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					2,230.78
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
	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	1422	Truist Bank	LOWES	39.98
	02/17/2024	1422	Truist Bank	Amazon.com	23.98
	03/17/2024	1422	Truist Bank	LOWES	9.98
	03/17/2024	1422	Truist Bank	Amazon.com	47.98
	03/17/2024	1422	Truist Bank	AMZN	225.99
	04/17/2024	1422	Truist Bank	LOWES	22.47
	04/17/2024	1422	Truist Bank	Amazon.com	541.08
Total 01-1853 · Amenity Ctr Office Supplies					1,260.01

	Date	Invoice #	Vendor	Memo	Amount
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
	01/31/2024	1580041476	Coverall North America	Commercial Cleaning Services - Jan 2024	650.00
	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
	03/01/2024	1580041602	Coverall North America	Commercial Cleaning Services - March 2024	650.00
	03/22/2024	1580042013	Coverall North America	Commercial Cleaning Services - March 2024	210.00
	04/01/2024	1580042052	Coverall North America	Commercial Cleaning Services - April 2024	650.00
	05/01/2024	1580042483	Coverall North America	Commercial Cleaning Services - May 2024	650.00
	05/28/2024	1580042900	Coverall North America	Commercial Cleaning Services -May 2024	650.00
	06/01/2024	1580042931	Coverall North America	Commercial Cleaning Services -June 2024	650.00
	07/01/2024	1580043356	Coverall North America	Commercial Cleaning Services -July 2024	650.00
Total 01-1855 · Amnty Ctr Janitorial Svs					9,730.87
01-1856 · Pool Service Contr & Repairs					
02-1856 · Pool Serv Contr & Repairs - Cap					
	04/29/2024	4/29/2024	Central Florida Stairlift LLC	Aqua Creek Ranger 2 ADA Pool Lift Aqua Creek Ranger 2 ADA Anchor System Special Concrete Base Su	5,695.00
Total 02-1856 · Pool Serv Contr & Repairs - Cap					5,695.00
01-1856 · Pool Service Contr & Repairs - Other					
	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
	02/16/2024	11316	American Pump	Pool pump repair	3,360.24
	03/01/2024	212245	Brevard Pools Inc.	March 2024 maintenance.	643.00
	04/01/2024	213797	Brevard Pools Inc.	April 2024 pool maintenance.	938.00
	05/01/2024	215365	Brevard Pools Inc.	May 2024 Maintenance.	938.00
	06/01/2024	216965	Brevard Pools Inc.	June 2024 Maintenance.	938.00
	06/12/2024	217741	Brevard Pools Inc.	1 REPLACE STENNER CHEM FEEDER LINES AND PINCH TUBES RESOLUTION: COMPLETED 06/12/2024	230.00
	06/26/2024	219243	Brevard Pools Inc.	1 PERFORM UNDERWATER POOL SURFACE PATCH RESOLUTION: COMPLETED 06/26/2024	600.00
	07/01/2024	218644	Brevard Pools Inc.	July 2024 Maintenance.	938.00
Total 01-1856 · Pool Service Contr & Repairs - Other					17,296.22
Total 01-1856 · Pool Service Contr & Repairs					22,991.22
01-1857 · Pool Furniture					
	06/17/2024	1422	Truist Bank	LOWES	208.13
	07/17/2024	1422	Truist Bank	LOWES	22.98
Total 01-1857 · Pool Furniture					231.11
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

	Date	Invoice #	Vendor	Memo	Amount
	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
	03/14/2024	7941	Brown Fitness Services LIc	1 Preventative Maintenance - 03/14/2024 PM of all equipment: Inspect and check for proper fun	250.00
	04/10/2024	7988	Brown Fitness Services LIc	1 Service Call - 04/08/2204 1 Cable 3/16"	130.00
	06/17/2024	8102	Brown Fitness Services LIc	1 Preventative Maintenance - 06/13/2024 PM of all equipment: Inspect and check for proper fu	250.00
Total 01-1858 · FitnessEquip Maint & Repairs					935.00
01-1859 · Pest Control & Termite Bond					
	11/20/2023	53732194	Stark Exterminators	Service Address: 208 Montecito Drive, Satellite Beach, FL 3293710/16/2353732194Pest Control Service	80.00
	12/18/2023	54527713	Stark Exterminators	Service Address: 208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service Dec 2023	80.00
	02/27/2024	55228935	Stark Exterminators	Service Address: 208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service Feb 2024	80.00
	04/18/2024	56087068	Stark Exterminators	Service Address: 208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service April 2024	82.00
	06/11/2024	56956990	Stark Exterminators	Service Address: 208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service June 2024	82.00
	06/12/2024	2024 RENEWAL	Price Termite & Pest Control	Annual Termite Agreement RENEWAL NOTICE 2024Work Location: 103576	458.64
Total 01-1859 · Pest Control & Termite Bond					862.64
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
	03/01/2024	417587	Vesta Property Services, Inc.	General Manager	10,735.00
	04/30/2024	418283	Vesta Property Services, Inc.	General Manager	10,735.00
	05/01/2024	419034	Vesta Property Services, Inc.	General Manager	10,735.00
	06/10/2024	420164	Vesta Property Services, Inc.	General Manager	10,735.00
	07/01/2024	420299	Vesta Property Services, Inc.	General Manager	10,735.00
Total 01-1862 · Amenity and Field Mgmt Contract					107,350.00
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
	03/01/2024	417587	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	04/30/2024	418283	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	05/01/2024	419034	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	06/10/2024	420164	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
	07/01/2024	420299	Vesta Property Services, Inc.	Facilities Attendant	2,391.67
Total 01-1863 · Facilities Attendant					23,916.70
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
	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
	03/21/2024	PR 02.14.24		mtg 02.14.24 ck 03.19.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	83.50
	04/02/2024			tax liabilities	366.00
	04/04/2024	PR 03.13.24		mtg 03.13.24 & 03.27.24 ck 04.02.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	144.70

	Date	Invoice #	Vendor	Memo	Amount
	04/23/2024	PR 04.10.24		mtg 04.10.24 ck 04.22.24 (Catherine L, George H, Tanja G, Richard W, Eric S)	83.50
	05/14/2024	PR 05.01.24		mtg 05.01.24 ck 05.15.24 (Catherine L, George H, Tanja G, Eric S)	66.80
	07/15/2024	PR 06.12.24		mtg 06.12.24 ck 07.09.24 (Catherine L, George H, Tanja G, Eric S)	68.20
Total 01-1901 · Employee-P/R Taxes					1,146.70
Total Expenditures					695.615.52

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

	E	Annual Budget 23 - 9/30/24	Actual Jul-24	Year To Date Actual 10/1/23 - 7/31/24
Revenues				
Interest Income (DS)		0	503	7,777
NAV Tax Collection		315,021	0	312,610
Bond Prepayments		0	0	0
Total Revenues	\$	315,021	\$ 503	\$ 320,387
Expenditures				
Principal Payments		205,000	0	205,000
Interest Payments		110,021	0	111,282
Bond Redemption		0	0	0
Total Expenditures	\$	315,021	\$ -	\$ 316,282
Excess/ (Shortfall)	\$	-	\$ 503	\$ 4,105

Debt Service Fund Balance As Of 9/30/23	\$ 127,097.60

Revenue Fund Balance As Of 7/31/24	\$ 97,001.73
Reserve Fund Balance As Of 7/31/24	\$ 34,201.78
A/R Non Ad Valorem Receipts Balance As Of 7/31/24	\$ -
Total Debt Service Fund Balance As Of 7/31/24	\$ 131,203.51

Series 2022 Bond Balance As Of 7/31/24
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### MONTECITO CDD TAX COLLECTIONS 2023/2024

#	ID#	PAYMENT FROM	DATE	FOR	1	Fax Collect Receipts	Interest Receive		Commissions Paid	Discount		let From Tax Collector :1,291,787.00	O & M Assessment Income (Before Discounts & Fee) \$956,658.00		Debt Assessment Income (Before Discounts & Fee) \$ 335,129.00		Assessment Income (Before Discounts &		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Assessment Income (Before Discounts & Fee)		Income (After & Discounts & Fee)		Assessment Income (After Discounts &		Assessment Income (After Discounts & Fee)		Debt ssessment Income (After iscounts & Fee) 335,129.00	As	Debt ssessments Paid to Trustee										
											\$	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				\$ 2,575.0	1			\$	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	7	Brevard County Tax Collector		NAV Taxes	\$	12,106.46		\$	(239.71)	\$ (121.07	) \$	11,745.68	\$ 8,966.01	\$	3,140.45	\$	8,698.78	\$	3,046.90	\$	3,046.90																																						
10	8	Brevard County Tax Collector	04/09/24	NAV Taxes	\$	21,858.03		\$	(437.16)		\$	21,420.87	\$ 16,188.03	\$	5,670.00	\$	15,864.27	\$	5,556.60	\$	5,556.60																																						
11	Int - 2	Brevard County Tax Collector	04/19/24				\$ 196.5	4			\$	196.54	\$ 196.54			\$	196.54			\$	-																																						
12	9	Brevard County Tax Collector	05/09/24	NAV Taxes/Interest	\$	3,725.06	\$ 111.7	5 \$	(76.74)		\$	3,760.07	\$ 2,870.51	\$	966.30	\$	2,813.07	\$	947.00	\$	947.00																																						
13											\$	-								\$	-																																						
14											\$	-								\$	-																																						
15											\$	-								\$	-																																						
16					_						\$	-		L		_				\$	-																																						
					\$	1,278,683.69	\$ 2,883.3	0   \$	(24,807.10)	\$ (48,965.52	)  \$	1,207,794.37	\$ 949,876.29	\$	331,690.70	\$	895,184.87	\$	312,609.50	\$	312,609.50																																						

### Note

2-9-24 Deposit Was For \$21,434.92, which included postage expenditure deduction of \$30.38 4-19-24 Deposit Was For \$21,419.80, which included postage expenditure deduction of \$1.07

23/24 Assessment Roll: Collections
\$1,291,786.57 98.99%

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.

\$ 1,278,683.69 \$ 2,883.30 \$ (949,876.29) \$ (331,690.70) \$ - \$ (312,609.50) \$ -