

Montecito Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817

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www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday December 4, 2024, at 9:30 a.m. at Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida, 32937**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Conference Call: 1-844-621-3956

Meeting number (access code): 2538 286 6774

Join online: <https://pfmcdd.webex.com/meet/ripollv>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- **Call to Order**
- **Roll Call**
- **Public Comment Period** (*where members of the public desiring to speak on a specific agenda item may address the Board, limited to 3 minutes per person*)

Administrative Matter

1. **Administer Oath Of Office to Newley Elected Board Members**
2. **Review and Consideration Resolution 2025-11, Electing Officers**
3. Review and Consideration of the November 2024, Board of Supervisors Meeting Minutes

Old Business Matters

4. Status of Consumptive Use Permit (CUP) Compliance
5. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
6. Status of Clubhouse Facility Use Agreement by HOAs Executed
7. Insurance Update from Egis Insurance & Risk Management pertaining to request from Brevard County Natural Resources Management Pilot Program
8. Discussion Pertaining to Provisions to Vesta Existing Contact

New Business Matters

9. Discussion Regarding HOA Social Event Agreement
10. Discussion Regarding Roads
11. Ratification of Payment Authorization No.2
12. Review of District Financial Statements

Vendor Report

- **Review of ProGreen Services LLC Proposals**



Staff Reports

- District Counsel
- District Engineer
- District Manager
- General Manager
 - General Manager's Report
 - Review and Consideration of Creative Recreation Products Proposal
 - Review and Consideration of Treadmill Proposals

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

Administer Oath Of Office to Newly Elected Board
Members



**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF BREVARD

“The foregoing oath was administered before me this ___ day of _____ 2024, by ___ physical presence or ___ online notarization by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Montecito Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.”

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**Montecito
Community Development District**

Review and Consideration
Resolution 2025-11, Electing Officers



RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR 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; and

WHEREAS, pursuant to Section 190.006(6), Florida Statutes, as soon as practicable after each election or appointment to the Board of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice Chairperson.

Section 3. Venessa Ripoll is elected Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
Vivian Carvalho is elected Assistant Secretary.

Section 4. Jennifer Glasgow is elected Treasurer.

Section 5. Amanda Lane is elected Assistant Treasurer.
Rick Montejano is elected Assistant Treasurer.
Amy Champagne is elected Assistant Treasurer.

Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 4th DAY of DECEMBER 2024.

ATTEST: **MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Montecito Community Development District

Review and Consideration of the November 2024,
Board of Supervisors Meeting Minutes



**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, November 13, 2024
208 Montecito Drive, Satellite Beach, Florida 32937
9:30 a.m.**

Board Members present at roll call:

Catherine LeCesne	Chairperson (joined the meeting in progress at 9:54 am)
Ed Henson	Vice Chairperson
Tanja Glynn	Assistant Secretary
Rich Wellman	Assistant Secretary

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC	
Vivian Carvalho phone)	District Manager - PFM Group Consulting LLC	(via
Rick Montejano phone)	District Accountant - PFM Group Consulting LLC	(via
Gazmin Kerr phone)	Admin – PFM Group Consulting LLC	(via
Michael Pawelczyk	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A. (via phone)	
Kisha Wagner	General Manager – Vesta Properties	
Lea Stokes	Vesta Properties	
Rusty Kahoe	ProGreen Services LLC	
Various Residents		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 9:32 a.m. and quorum was established.

Public Comment Period

James Bourdeau stated that in previous meetings, the Montecito HOA stated it was prepared to sign the Clubhouse Facility Use Agreement barring the property damage insurance language was changed. None of the HOA's have funds budgeted for the

property damage insurance. Once this is resolved, the HOA's will be prepared to sign the amended agreement.

Mark Nehiba agreed with Mr. Bourdeau and stated that Single Family Homeowners' Association is also prepared to sign the agreement once it has been amended.

SECOND ORDER OF BUSINESS

Administrative Matters

Review and Consideration of the Minutes of the October 28, 2024, Board of Supervisors' Meeting

The Board reviewed the minutes.

On MOTION by Mr. Wellman, seconded by Ms. Glynn, with all in favor, the Montecito Board of Supervisors approved the Minutes of the October 28, 2024, Board of Supervisors' Meeting.

Vendor Report

- **Review of ProGreen Services LLC Proposals**

Mr. Kahoe gave the report. He reviewed staffing changes within ProGreen. He introduced Zac Carr, currently the Montecito Irrigation Tech. He has been selected as the new Operations Manager. Mr. Kahoe will be moving to the position of Director of Sales. Mr. Kahoe will be available through the transition, which will take a couple of months. Jose has been promoted to the Montecito Irrigation Tech and will be working with Mr. Carr.

Mr. Kahoe reviewed the quote received regarding several of the properties that are on the single-family homes side. It has been discovered that there are issues with the irrigation. This could have been from previous pools being installed in homes in this area several years ago. From research done, there is no irrigation equipment in those areas, or it has been removed. New equipment needs to be installed. This would include valve boxes, rotors, new pipe, and wire.

There was a brief discussion regarding the ARB requests. It was noted there were no ARB requests, but there were work orders. Through the research done, there is no history of repair or install. It seems this issue is dating back to 2021-2022.

Ms. Wagner stated she could verify if there was an Easement Agreement in place for those homes.

There was another brief discussion regarding investigating who's responsible for the issue and if the CDD is the one who should be covering the bill. Mr. Kahoe noted that Ms. Wagner could investigate further, if possible, but much of this is prior to the current company.

Mr. Kahoe stated he and Ms. Wagner will follow up with Beth Morris, representative from Leland Management, Inc. to see if there was any other information pertaining to this matter.

The Board agreed to table this proposal until further investigation has been done and to bring it back to the December's Board Meeting.

There was a brief discussion regarding the exact location of the issue and the status of the pool installation when the homes were purchased.

On MOTION by Mr. Wellman, seconded by Mr. Henson with all in favor, the Montecito CDD Board of Supervisors tabled the ProGreen Services LLC Proposal until the December meeting, pending further investigation.

Mr. Henson noted there was an increase of ProGreen's service from a 3-day service to a 5-day service and he asked for clarification on who negotiated those terms.

Mr. Kahoe stated the service contract does not define the number of days present within the community. Based on feedback from various parties, it was determined that having a core group of employees that are devoted to the Montecito 5 days a week would deliver the services needed and provide a quality product. There is a bi-weekly schedule for mowing. The off week is inclusive of trimming, spraying, and any of the detailed work needed. There are 4 full-time crew members on property in order to provide consistency. During summer, there may be a supplemental mow crew as it is mowed every week during that season. This does not incur any additional cost.

Mr. Kahoe gave an update on landscape maintenance areas. He noted that two homes in the single-family areas have been completed and three other areas have been sprayed out. The goal is to have this complete by the end of the year. This is completed by the same crew.

General Business Matters

Old Business Matters

Status of Consumptive Use Permit (CUP) Compliance

Ms. Ripoll stated that PFM has contacted St. John in order to be on the email list to receive information. Ms. Wagner is also on this list. Ms. Wagner has reached out to the vendor in order to continue the CUP process. This will continue to be on the agenda.

Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings

District Counsel gave an update. Mr. Pawelczyk stated the documents are expected to be recorded by the end of the week or early next week in order to complete the conveyances. It was discovered that the water permit had not been transferred to the CDD for Phase 2C, an application has been submitted, and this is awaiting a response. He gave an update on this process. He also noted that the SPD will be dissolving by the end of the year.

Ms. Ripoll recommended having District Counsel formulate this into a report and email it to her to distribute to the Supervisors, due to technical difficulties. Any questions can be addressed through Ms. Ripoll at that time.

Status of Montecito Clubhouse Facility Use Agreement by HOAs' Executed

Ms. Ripoll stated the HOA's would like to remove section 4.4 from the agreement to move forward with execution.

Mr. Pawelczyk confirmed he would make the change and send to Ms. Ripoll.

Ms. Ripoll stated she would obtain all signatures required, bring it before the Board for review, and then distribute the executed agreement to all parties for their records.

Mr. Boudreau asked for clarification on how removal of Section 4.4 affects the CDD.

Mr. Pawelczyk stated this property damage insurance provision is not new and without it, it is a possible liability to the CDD.

Ms. Deems, from the HOA, stated that it has been impossible to get property damage insurance, because the HOA does not own any property. This is an agreement to use the clubhouse for regular community meetings and should not be so difficult to complete.

There was a discussion regarding the provision and the reasonings it was in the agreement initially and how it affects the CDD, should it be removed. District Counsel stated there is no issue with removal. It was noted that the liability insurance is sufficient from the HOA.

On MOTION by Mr. Wellman, seconded by Mr. Henson, with all in favor, the Montecito CDD Board of Supervisors approved removal of Section 4.4 of the Montecito Clubhouse Facility Use Agreement.

**Insurance Update from Egis
Insurance & Risk Management
pertaining to request from Brevard
County Natural Resources
Management Pilot Program**

Ms. Ripoll noted this was a request at the last Board Meeting. She provided the Board with the volunteer insurance information. This would allow up to 5 volunteers to help with the program. The cost is \$745.00 for one year.

There was a brief discussion on workmen's compensation p and how it works within the District. Ms. Ripoll noted any questions can be directed to her to ask the insurance agent. She can then return with those answers at the next Board Meeting.

Ms. LeCesne asked to submit a question to the insurance agent of explanation of workmen's compensation within the CDD and what those protections are.

Mr. Henson questioned who determines the number of volunteers, who determines what their responsibilities are, and who do those volunteers report to.

Ms. Ripoll noted this can be kept on the agenda for the next Board Meeting and she can bring in the Brevard County Natural Resources Program representative in order to ask additional questions.

Mr. Wellman asked for clarification on who would be creating the report and submitting it. He also asked who would be responsible for signing. This can be asked of the insurance agent.

Ms. Ripoll stated she would bring all questions to the insurance agent and bring answers back to the next Board Meeting.

Ratification of Don Bo, Inc. Proposal – Sidewalk Repair

Ms. Ripoll stated this proposal has been received for the repair brought to the Board's attention by Ms. Wagner.

On MOTION by Ms. LeCesne, seconded by Mr. Henson, with all in favor, the Montecito CDD Board of Supervisors ratified the Don Bo, Inc. Proposal – Sidewalk Repair.

Mr. Henson had concerns with possible future issues should the roots of the trees affect the sidewalk areas again. He would like clarification on if this will be a continuous problem. If the trees are removed, some other shade trees, that are easier to maintain, should be put in its' place.

Ms. Wagner noted that ProGreen did submit a quote as well. However, this is the proposal that was approved. They have suggested to install a root blocker. She will meet with them to see what they suggest for the future and ask them to submit a proposal for that. This will then be presented to the Board.

Ms. Ripoll stated this will be kept on the agenda for the next Board Meeting once that information is acquired.

Ms. Glynn mentioned that there should be a yearly walkthrough done of the entire community to repair all sidewalk issues and address all of it at the same time.

Ms. Wagner confirmed that she would be working on that full assessment report with the vendor.

There was a brief discussion regarding the tree issues and that it is happening in multiple locations throughout the community.

Update of Transfer of Financials and Bank Accounts

Ms. Ripoll stated that the financial summary has been provided to the Board. Mr. Montejano gave an overview. He included information on the General Fund that was transferred from Truist to Valley National Bank. These will now earn interest at a money market rate. He reviewed all the accounts and noted the only checking account being used for Operations and Maintenance is the \$180,000 account. \$5,000 has been left in the

Truist bank account for any autopay incurrences that are still pending. Once all autopay charges have been verified, the remaining amount will also be transferred to Valley National Bank. His overview included all review of all checking accounts, debit/credit cards, accounts payable, capital reserve, revenue, expenses, debt service and the O&M Trust account. He stated on roll assessments should start coming in within the next two weeks. There will also be an additional revenue line for the interest received from Valley National Bank. He noted the debt service payment was made on November 1st with the principal due May 1st. He also noted that a lien book has been created.

Ms. LeCesne clarified and confirmed the information presented. She noted that Darren Mossing with GMS may be the signer that Mr. Montejano needs to contact for information on checking account in question. She requested that outstanding invoices that are to be paid be included in future Board Meeting agendas to keep the Supervisors apprised of the completion.

Mr. Montejano confirmed that everything is good to go. If a resident would like to make payment, in regard to a payoff for the debt service, they can contact PFM to process such payoff request on their lot.

Ms. LeCesne thanked Mr. Montejano and his team for all their hard work in getting everything organized and completed. It was an issue in the past with the previous management company and one of the reasons there needed to be a change.

Mr. Montejano noted that this type of financial report will be updated and available every month. He stated all expenses in the General Fund, at this time, total around \$90,000 with \$180,000 still in the checking account.

Ms. Carvalho stated if there are any issues in identifying the remaining two checking accounts, the Board will be notified. She also noted that when a resident calls in for payoff request, it is provided with the amount for that point in time.

Ms. Ripoll stated she would email Ms. Glynn an updated financial summary, as she did not have the most updated copy.

Discussion Pertaining to Provisions to Vesta Existing Contract

Ms. Ripoll stated there have been exhibits provided.

Ms. LeCesne stated contracts should be reviewed annually in order to maintain the services that are needed and wanted based on the provisions in the contract. She drafted this due to the wording in the original contract not being very clear. The original contract was never reviewed by the Board due to signature time constraints. If items within the contracts are not being done, they should be removed or modified. She provided the

example of uniforms. Staff does not wear uniforms, although they dress accordingly. This is an item that should be removed. She noted several items that do not make sense or apply. By removing these items, the roles and responsibilities become clear.

The Board agreed that they would like more time to review.

There was a lengthy discussion of all the items within the contract that could be removed based on the fact they do not apply or are not being done. This included uniforms, special events, janitorial responsibilities, special qualifications, certifications, licensing and insurance requirements, and the autonomy on hiring vendors.

Ms. Stokes noted there is not a budget for special events. She also noted that with Vesta's proposal did not come the title of Lifestyle Director. It was a job of oversight and maintenance, which has been done. The contract has been amended three times since its' origination. She reviewed the reasons behind those amendments. She noted she would like to meet with one Supervisor on the Board to go over all the questions regarding the contract.

It was noted that the new Board would be coming on December 4th.

Ms. LeCesne stated that reviewing the contract will benefit the new Board. If there are any specific issues, they should be noted within the contract. She noted there needs to be congruency in what is in the contract and what is needed, vs. items that are not needed, but are still paid for.

There was a discussion regarding the contract and why it was not correct from the beginning, but it was noted that all parties reviewed it and signed it. It is possible that this language was originally from an amenities contract with GMS. This was originally brought up by Ms. LeCesne at the PFM introduction meeting about one week ago.

There was a discussion regarding having the new Board commit to reviewing all contracts annually. However, it was decided that there shouldn't be tasks put on the new Board without their input.

Ms. Ripoll stated this would be kept on the agenda for the next meeting and all documentation will be provided to the new Supervisors coming onto the Board.

Ms. LeCesne gave a summary of why she brought this to the attention to the Board and her main reasons were liability, safety and security.

Ms. LeCesne noted that when GMS left and SDS came on board, there was discussion regarding

the General Manager's role vs. the District Manager's role. The contract included a legal description of what Vesta's role was. This was given to the CDD at that time. This can be provided to the current Board to have on file as well.

There was a brief discussion regarding the new Board members. It was noted that there will be 4 Board members to include: Ms. Tanja Glynn, Mr. Richard Wellman, Mr. Mark Nehiba, and Ms. Debbie Reitz. There will be one position open.

Ms. Ripoll reconfirmed this will be kept on the agenda to discuss with the new Supervisors.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – No report.

District Manager – Ms. Ripoll noted that the next Board meeting will be December 4, 2024, at 9:30am.

General Manager –

- **General Manager's Report**
- **Review and Consideration of Creative Recreation Products Proposal**

Ms. Wagner provided the GM's report. It included various updates. Two quotes have been received for the playground replacement and one has been received for the repairs. She recommends bringing in an inspector to inspect the playground park area prior to proceeding with the repair proposal, if that is the route chosen. The repair proposal is \$3,500.00. The difference between the two replacement proposals is the size of the equipment. The smaller quote is for about \$90,000 and the larger is over \$100,000.

There was a discussion regarding the cost to open the playground as it is closed right now. This also included determining who would be the one to inspect the playground area.

Ms. Wagner stated she would research to find someone certified to do the inspection. She would start by calling the city and the local schools to see if they have anyone. She noted that the repairs would probably keep the playground running for approximately 5 years, as it would be a long-term repair. Her suggestion is to have the inspection done first prior to repairing or replacing.

There was a discussion regarding the vendor that would be completing the repair proposal. He has done previous work within the playground and those repairs have held.

These repairs would allow the playground to safely open. The other option is to bring newer equipment or replace items that are missing, which would be additional money.

It was agreed to table this until the next meeting and get an inspector in prior to the next meeting to create a report and verify there are no additional items needed to open the playground safely.

There was a discussion regarding the repair vendor as he has done previous work for the community. Ms. Wagner stated no vendor would be onsite or touching the equipment unless they are licensed/certified and bonded. It was noted that the city does have certified people who work on their playground and Ms. Wagner will try to reach out to them.

Ms. Glynn noted there was about \$107,000 budgeted for the playground equipment, but this needs to line up with the capital budget within the 5-year plan. She requested another proposal from another vendor if possible.

Ms. Wagner stated she is working to get another vendor but has not been able to get a quote from a third vendor. There are not a lot of playground equipment vendors in the area. Those that are don't include removal of the old equipment.

Ms. Wagner brought up the issue with the pedestrian gate at Shearwater. She stated that this gate has been fixed almost every single weekend in some way by Victor. However, people are consistently destroying this gate. She has received a quote for a little over \$6,000.00 to install a new gate, replace handles, and do additional repairs. However, if the destruction keeps happening, she is not sure how to proceed.

Ms. LeCesne recommended having the Redondo gate part removed as it would most likely lower the cost. She noted there should always be 3 proposals if possible.

Ms. Wagner stated this would still require a new pedestrian gate installed and have the old one removed. Victor could then replace the knobs with handles to accommodate those with arthritis. She has requested a broken-down proposal in order to see what each part costs and see what can be removed.

There was a discussion regarding the location of the pedestrian gates and what the proposal specifically includes.

A resident living on Redondo noted there is a lot of students coming through that area and flying through on their motor bikes for 10 months out of the year.

There was a discussion regarding the costs associated with the pedestrian gates all over the community. This continued into a discussion on gate ideas for that location or the option to remove the gate completely. It was noted that students have to have that area open to gain passage to school. It can not be closed off at this time.

Ms. LeCesne noted this is an enforcement issue. Things can be put into place, but there is the potential for additional maintenance. Another option is to have the District Engineer look at those areas to see what may be possible.

It was noted this will be brought back to the next meeting for discussion.

A resident asked for an update on the Fountain. Ms. Wagner stated she was waiting to see if the deposit had been made. It was confirmed that it was paid.

Ms. Wagner will contact the vendor to see when it will be installed. She controls the fountain times. It is set for 7-11pm as of now.

Supervisors Requests & Audience Comments

Ms. LeCesne recommended the new Board to bring proposals for the pedestrian gate with just replacing handles and to have the District Engineer come out and evaluate how best to slow traffic in those school areas.

A resident recommended having a no motor bike rule within the community. Ms. LeCesne gave an overview of what that process would be and what the enforcement of that rule would look like.

Ms. LeCesne stated she would submit several issues to Ms. Ripoll for the new Board to review and discuss.

Adjournment

There was no further business to come before the Board.

Ms. Ripoll called for a motion.

On MOTION by Mr. Wellman, seconded by Ms. LeCesne, with all in favor, the Montecito CDD Board of Supervisors adjourned the November 13, 2024, Board of Supervisors' meeting at 11:34 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Montecito Community Development District

Status of Consumptive Use Permit (CUP) Compliance



Montecito Community Development District

Status of Parcel Conveyance – Final 11 Parcels from
Montecito CDD Holdings



Montecito Community Development District

Status of Clubhouse Facility Use Agreement by HOAs
Executed



Montecito Community Development District

Insurance Update from Egis Insurance & Risk
Management pertaining to request from Brevard County
Natural Resources Management Pilot Program





Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Montecito Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

Montecito Community Development District
208 Montecito Dr
Satellite Beach, FL 32937

Term: November 15, 2024 to October 1, 2025
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100124654

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none"> • Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none"> • \$1,000,000- Each Accident • \$1,000,000- Disease- Policy Limit • \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
9015	Building or Property Management--All Other Employees	\$375	2.74	\$10.28
Total Manual Premium				\$10.28
Increased ELL 1M/1M/1M				\$120.00
				\$130.28
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$130.28
Expense Constant				\$160.00
Terrorism				\$0.04
Policy Total				\$745.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

PRODUCER	PHONE (A/C, No, Ext): (888) 232-3971 FAX (A/C, No):	COMPANY FIA WC	UNDERWRITER
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		APPLICANT NAME - INCLUDE ALL SUBSIDIARIES & DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN Montecito Community Development District	
		MAILING ADDRESS (INCLUDING ZIP CODE) - INCLUDE PRINCIPAL PHYSICAL LOCATION AND ALL INSURED ENTITIES c/o PFM Group Consulting, LLC Orlando FL 32817	CHECK HERE IF LIST OF ADDITIONAL LOCATIONS ATTACHED 3501 Quadrangle Boulevard, Suite 270 FL 32817
LICENSE #:	YRS IN BUS	SIC CODE	INDIVIDUAL CORPORATION OTHER:
CODE:	19		PARTNERSHIP SUBCHAPTER "S" CORP
AGENCY CUSTOMER ID 00000486	FEDERAL EMPLOYER ID NUMBER 861147033	NCCI ID NUMBER	OTHER RATING BUREAU ID NUMBER

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION			
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN	AUDIT	
		<input checked="" type="checkbox"/> AGENCY BILL	<input type="checkbox"/> ANNUAL	<input type="checkbox"/> PREM FINANCED	<input type="checkbox"/> AT EXPIRATION
		<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL	<input type="checkbox"/> OTHER:	<input type="checkbox"/> MONTHLY
			<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> % DOWN:	<input type="checkbox"/> SEMI-ANNUAL
					<input type="checkbox"/> OTHER:
					<input type="checkbox"/> QUARTERLY

LOCATIONS - LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	208 Montecito Satellite Beach Brevard FL 32927

POLICY INFORMATION

PROPOSED EFF DATE 11/15/2024	PROPOSED EXP DATE 10/01/2025	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING NON-PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States) FL	PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE	PART 3 - OTHER STATES INS	DEDUCTIBLE COINSURANCE LIMIT	OTHER COVERAGES <input type="checkbox"/> U.S.L. & H. <input type="checkbox"/> VOLUNTARY COMPENSATION <input checked="" type="checkbox"/> Terrorism Per Capita
DIVIDEND PLAN / SAFETY GROUP	ADDITIONAL COMPANY INFORMATION			

RATING INFORMATION CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED

LOC	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM
1	9015		Building or Property Management - All Other Employees			375	2.74000	\$10.28

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS

	FACTOR	FACTORED PREMIUM
TOTAL		\$ 10.28
Add'l for add'l medical	0.00000	\$ 454.68
Terrorism Per Capita	0.00000	\$ 0.04
EXPERIENCE MODIFICATION	1.00000	\$
MODIFIED PREMIUM		\$
PREMIUM DISCOUNT		\$
EXPENSE CONSTANT	N/A	\$ 160.00
TOTAL ESTIMATED ANNUAL PREMIUM		\$ 745.00
MINIMUM PREMIUM		\$
DEPOSIT PREMIUM		\$

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO BE INCLUDED MUST BE PART OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.

#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNR-SHP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1									
2									
3									

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS

YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

LOSS RUN ATTACHED

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY TEMPORARY EMPLOYMENT SERVICE

Community Development District

EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES

NAME	CLASS CODE	SOCIAL SECURITY #	NAME	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?		<input checked="" type="checkbox"/>	16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		<input checked="" type="checkbox"/>
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		<input checked="" type="checkbox"/>	17. ANY OTHER INSURANCE WITH THIS INSURER?		<input checked="" type="checkbox"/>
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?		<input checked="" type="checkbox"/>	18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)?		<input checked="" type="checkbox"/>
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?		<input checked="" type="checkbox"/>	19. ARE EMPLOYEE HEALTH PLANS PROVIDED?		<input checked="" type="checkbox"/>
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?		<input checked="" type="checkbox"/>	20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY?		<input checked="" type="checkbox"/>
6. ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED?		<input checked="" type="checkbox"/>	21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		<input checked="" type="checkbox"/>
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?		<input checked="" type="checkbox"/>	22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		<input checked="" type="checkbox"/>
8. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>	23. WHAT ARE YOUR ESTIMATED ANNUAL REVENUES? \$		
9. ANY GROUP TRANSPORTATION PROVIDED?		<input checked="" type="checkbox"/>	24. IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER?		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?		<input checked="" type="checkbox"/>	CONTACT INFORMATION		
11. ANY PART TIME OR SEASONAL EMPLOYEES?		<input checked="" type="checkbox"/>	IN-SPECTION	PHONE:	
12. IS THERE ANY VOLUNTEER OR DONATED LABOR?	<input checked="" type="checkbox"/>			NAME:	
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?		<input checked="" type="checkbox"/>	ACCTNG RECORD	PHONE:	
14. DO EMPLOYEES TRAVEL OUT OF STATE?		<input checked="" type="checkbox"/>		NAME: Venessa Ripoll	
15. ARE ATHLETIC TEAMS SPONSORED?		<input checked="" type="checkbox"/>	CLAIMS INFO	PHONE:	
				NAME: Venessa Ripoll	

REMARKS

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS' COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, S. 775.083, OR S. 775.084.

I UNDERSTAND THAT AS THE EMPLOYER, I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION; (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.)

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS

FOR THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICATION.

AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT/SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

OWNER / OFFICER SIGNATURE

DATE

PRODUCER'S SIGNATURE

DATE

11/07/2024

PRINT NAME

Montecito Community Development District

Discussion Pertaining to Provisions to Vesta
Existing Contract



MONTECITO COMMUNITY DEVELOPMENT DISTRICT

GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT

THIS GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into this 17th day of April, 2023, by and between:

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

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

RECITALS

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

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

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

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

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

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
2. **ENGAGEMENT OF SERVICES**
 - A. The District agrees to utilize Contractor to provide operation and management services in accord with the terms of this Agreement.
 - B. Term. This Agreement shall be effective on April 17, 2023 (the “Effective Date”) and the initial term shall continue through September 30, 2023 (the “Initial Term”). After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one year each upon the mutual consent of the parties.
 - C. Services. Contractor shall perform all normal duties associated with staffing, operating, managing, and maintaining the Amenities and the District property, and managing District contractors and vendors to ensure its smooth operation and to help promote the safe enjoyment by members of the clubhouse and residents, landowners and visitors. Contractor shall furnish such services as more particularly described herein, in the Proposal and in the specifications attached hereto and incorporated herein as Composite Exhibit B (collectively, the “Services”). For all matters pertaining to and arising out of this Agreement and the Services provided hereunder, Contractor shall report directly to the District Manager or such other authorized individual as determined by the District Board of Supervisors.
 - D. Compensation. The annual amount payable to Contractor for services provided pursuant to this Agreement shall be as more particularly described in the Proposal (the “Annual Contract Amount”). District agrees to pay Contractor a monthly management fee equal to 1/12 of the applicable Annual Contract Amount. This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with providing the Services. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the “Approved Reimbursables”). Invoices shall be paid net thirty (30) days upon receipt by District. **NOTWITHSTANDING, CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO BE COMPENSATED FOR SHIFTS THAT ARE NOT STAFFED; WHICH CORRESPONDING AMOUNTS MAY BE DEDUCTED BY THE DISTRICT FROM THE MONTHLY MANAGEMENT FEE.** The repeated failure by Contractor to staff all shifts as provided in this Agreement

may be considered, in the District's discretion, abandonment of the Agreement by the Contractor and could result in termination of the Agreement by the District.

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

- J. Unless otherwise directed by the District Board of Supervisors, the Contractor shall attend, through its General Manager or an individual knowledgeable of the District operations and maintenance responsibilities, the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the general management of the Amenities.
- K. Notwithstanding that which is set forth in Composite Exhibit B of this Agreement, Contractor shall maintain the cleanliness of the Amenities indoor space, including the kitchen, meeting rooms, fitness room, and bathroom areas. Contractor shall maintain cleanliness and the general appearance of all of the Amenities indoor spaces. Additionally, Contractor shall fill soap dispensers and paper product dispensers. Contractor shall keep all storage closets in neat and orderly condition and equipment and cleaning supplies shall be properly stored. Contractor shall regularly wipe down of fitness equipment in accordance with industry standards. Contractor shall maintain and clean the Amenities and its facilities, including but not limited to wiping down the pool furniture and fitness equipment as needed, straightening up the meeting room, offices, and fitness center, and supplementing other janitorial maintenance duties in between visits from the janitorial maintenance vendor.
- L. Contractor shall regularly check and test all safety equipment at the Montecito Beach Club Amenity Center, including the pool and pool area and the neighboring playground, and secure and maintain adequate inventory for First Aid kits adequate to the size and operation of the Amenities.
- M. Contractor shall manage customer service complaints and inquiries and coordinate regularly with the District Manager regarding same.
- N. Contractor shall coordinate meeting room rentals in accordance with the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center and other adopted protocols and policies of the District, as amended from time to time.
- O. Contractor shall assure that standard accounting procedures acceptable to the District are utilized in connection with the provision of Services under this Agreement.
- P. Contractor shall conduct background checks, at Contractor's expense, of all employees and Staff in accordance with the requirements of Florida law.
- Q. As part of this Agreement, Contractor shall and is expected to furnish, on a weekly basis, the number of hours specified in the Proposal of personnel for On-Site Services and zero (0) hours at janitorial services at the Montecito Beach Club Amenity Center, as more particularly detailed in the Proposal. District reserves the right to add or reduce hours with thirty (30) days' notice and mutual agreement with Contractor.

- R. Contractor shall raise and lower the flag(s) located on the pole(s) in front of the Montecito Beach Club Amenity Center, in accordance with Presidential or Governor's Proclamations..
- S. Contractor shall furnish parking enforcement services pursuant to the Amended Parking and Towing Rules, as amended from time to time.
- T. Office hours will be Monday through Sunday (7 days a week), 9:00 AM to 5:00 PM. The General Manager hours shall be Monday through Friday, 9:00 AM to 5:00 PM. The Weekend Attendant hours shall be on Saturdays and Sundays, 9:00 AM to 5:00 PM. For those times when a staff member of the Contractor is not on site at the Montecito Beach Club Amenity Center (i.e. after hours between 5:00 PM and 9:00 AM) or is otherwise unavailable, Contractor shall be available on a 24/7 basis through an accessible call center telephone line answered by a live person to receive comments, complaints, or concerns, and to address items or concerns requiring immediate attention.

3. **RECREATION PROGRAMS.** As part of this Agreement, the General Manager shall be permitted to schedule/create Recreation Programs and Special Events for the strict enjoyment and benefit of the Members and Non-Resident Members of the District and their respective guests, utilizing funds within the annual amounts budgeted by the District for Special Events, funds secured through reasonably priced fees, or a combination thereof. Subcontracted vendors of the Contractor that provide such services may contract directly with the District or with Contractor. In the event the vendor contracts directly with Contractor, a fee of 15% of the net revenue generated from the program or event shall be due to Contractor for processing and insurance indemnification coverage. If Contractor provides such services directly using Contractor staff or a preferred vendor, Contractor shall pay the District the sum of 15% of the gross revenues generated.

4. **GENERAL CONDITIONS.**

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

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

5. TERMINATION.

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

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

6. INSURANCE.

- A.** Contractor shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:

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

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

7. INDEMNIFICATION.

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

8. BOOKS AND RECORDS; PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

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

9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. TAXES. Contractor shall pay all applicable sales, consumer use, and other similar taxes required by law. The District is exempt from all federal, state, and local taxes.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

14. CONFLICTS. In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement, Exhibit A and/or Composite Exhibit B, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the

Agreement, followed by Composite Exhibit B (Services), and further followed by Exhibit A (Proposal).

15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

- A. If to Contractor:** Vesta Property Services, Inc.
245 Riverside Avenue, Suite 250
Jacksonville, Florida 32202
Attn: Roy Deary, Vice President

- B. If to District:** Montecito Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

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

17. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work

authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ADDITIONAL WORK. Additional services provided under this Agreement with the prior approval of the District Board or District Manager shall be billed at the rates set forth in Exhibit A or in accordance with an approved task order addressing the compensation for the Additional Work.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

21. SOVEREIGN IMMUNITY. The Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

22. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for purposes of any litigation arising out of this Agreement shall be Brevard County, Florida.

23. EFFECTIVE DATE. This Agreement shall be effective April 17, 2023, after execution by both the District and Contractor and shall remain in effect unless terminated by either of the District or Contractor.

24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

28. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

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

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

George Flint

Print name: George Flint
Secretary/Assistant Secretary

By: *CLC*

Catherine LeCesne, Chairperson
Board of Supervisors

Date: 6/20/2023 | 6:52 PM EDT, 2023

**VESTA PROPERTY SERVICES, INC., a
Florida corporation**

WITNESSES:

DocuSigned by:
Chris Hodge
D45E0274B4E44FC...

Chris Hodge

Print name

DocuSigned by:
Dan Armstrong
5E0B9D38436A4CB...

By: _____
Print Name/Title: Dan Armstrong CFO

Date: 5/22/2023, 2023

DocuSigned by:
Danielle Black
A202EDF7C89347C...

Danielle Black

Print Name

Exhibit A
Proposal

PRICING

Proposed				
Position	Year 1 April 17, 2023 – Sept. 30, 2023	Year 2 Oct. 1, 2023 – Sept. 30, 2024	Year 3 Oct. 1, 2024 – Sept. 30, 2025	Comments
General Manager	\$58,655	\$128,820	\$137,210	2040 hours annually
Facilities Attendant	\$11,016	\$25,511	\$27,565	936 hours annually
Total Amount Monthly	\$11,279	\$12,861	\$13,731	
Total Amount Annually	\$67,673	\$154,331	\$164,775	

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

Projected Hourly Rates				
Position	Year 1 March 13, 2023 – Sept. 30, 2023	Year 2 Oct. 1, 2023 – Sept. 30, 2024	Year 3 Oct. 1, 2024 – Sept. 30, 2025	Comments
General Manager	\$31.25	\$32.81	\$34.45	
Facilities Attendant	\$17.00	\$17.75	\$18.75	

Composite Exhibit B

Services

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

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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT PRICING FORM

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

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

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

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

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

\$ _____ Hourly Rate paid by the District to Contractor for hurricane-emergency cleanup

\$ _____ Hourly Rate paid by the District to Contractor for General Maintenance

\$ _____ Hourly Rate for set up and cleanup for private rentals, paid by persons renting

facilities, payable directly to Management Company.

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

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

EXHIBIT A

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

General Overview:

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

Operational Procedures:

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

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

Board of Supervisors

Communication Procedures:

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

POOL MAINTENANCE SERVICES:

Daily Procedures:

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

FACILITIES MAINTENANCE
(See the checklists included herein)

General Procedures:

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

RESTROOMS AND JANITORIAL SERVICES:
(See the checklists included herein)

General Procedures:

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

THE MANAGEMENT COMPANY'S RESPONSIBILITY OF EXPENSES

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

THE DISTRICT'S RESPONSIBILITY OF EXPENSES

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

EMERGENCY ACTION PLAN AND SAFETY PROGRAM

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

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

SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING & INSURANCE REQUIREMENTS

Qualifications/Certifications:

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

Licensing Requirements:

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

Insurance Requirements:

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

EXHIBIT "B" General Management Services

HOURS OF OPERATIONS & STAFFING LEVELS

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

Special Notes for Proposing companies, when submitting bids:

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

Holiday Schedule	Staffing Hours	Special Notes	Hours
New Years Day	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Easter	Closed	Closed-Holiday	0
Memorial Day	8:00 a.m. to 3:00 p.m.	Close Early for Holiday	7.5
Juneteenth	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Independence Day	8:00 a.m. to 3:00 p.m.	Close Early for Holiday	7.5
Labor Day	8:00 a.m. to 3:00 p.m.	Close Early for Holiday	7.5
Veterans Day	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Thanksgiving Eve	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Thanksgiving Day	Closed	Closed-Holiday	0
Christmas Eve	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Christmas Day	Closed	Closed-Holiday	0
New Years Eve	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
New Years Day	Closed	Closed-Holiday	0
Martin Luther King Day	8:00 a.m. to 12:00 p.m.	Close Early for Holiday	4.5
Total Holiday Hours Billable Hours			54

*Holidays and hours are subject to Board approval. These hours are to used for bidding purposes as shown above.

**Holiday hours are billable at time and a half and should be calculated in the total Annual price of the proposal.

***The total hours above take into consideration 15 minutes prior and 15 minutes after for opening and closing procedures

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
General Manager	9.00	9.00	9.00	9.00	9.00			45.00	2340.00
Facilities Attendant						9.00	9.00	18.00	936.00

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

Montecito Community Development District

Discussion Regarding HOA Social Event Agreement



MONTECITO COMMUNITY DEVELOPMENT DISTRICT
Adopted Rules, Policies, and Fees for the Montecito Amenity Center
208 Montecito Drive Satellite Beach, Florida 32937

TITLE - CDD Facility Use for (Members Only) Social Committee Events

- 1) Social Committee Events at any Amenity Facility must be approved in advance by the General Manager or the District Board of Supervisors.
- 2) Unless otherwise permitted per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- 3) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- 4) All members shall abide by and comply with all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- 5) Loud, profane, obscene, or abusive language is absolutely prohibited.
- 6) Each member, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her person and property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- 7) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Members shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the HOA's, which is caused by the member or minor children. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a member or minor children.
- 8) Any member, who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the HOA's, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to

the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any member.

- 9) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.
- 10) Please note that the Amenity Facilities are unattended facilities. Members using the Amenity Facilities do so at their own risk.
- 11) If required, the game room can be utilized during Social Committee events if required.
- 12) Children under the age of twelve (12) must be accompanied by a member.
- 13) Smoking, the use of tobacco products, vaping, and the use of illegal drugs is not permitted at any time within the Amenity Facilities.
- 14) Social Committees may reserve the Amenity Center Clubhouse Room through the General Manager's office for various events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. The maximum number of persons attending any event shall not exceed the maximum number allowed for any given Amenity Center area. Reservation of the Amenity Center Clubhouse Room is on a first come, first serve basis and is subject to approval by the General Manager. Upon application for use of the Amenity Center Clubhouse Room, Game Room and/or Portico Area, the General Manager will determine if the date/dates are available for use by a (resident-only) Social Committee event. The Social Committees will describe in writing what the event will include to the General Manager. (See Exhibit "A")
- 15) The Social Committee/s may not reserve the Amenity Center Clubhouse Room more than 12 times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed the maximum number allowed in any Amenity Center area. Reservation of the Amenity Center Clubhouse areas is on a first come, first serve basis and is subject to approval by the General Manager and upon completion of the application (Exhibit "A") for use of the Amenity Center Clubhouse areas.
- 16) A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. (See Exhibit "A")

- 17) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. Since these social events are sanctioned by the Single-Family Home and Townhome HOAs who currently have the required liability insurance no additional insurance will be required. (see Exhibit "A")
- 18) A refundable security deposit of \$400.00 (or \$500.00 with events including preauthorized alcohol shall be charged to the HOA making the reservation and shall be submitted to the General Manager's Office in the form of a separate personal check, cashier's check or money order. (which shall be made payable to the "Montecito Community Development District"). To receive a full refund of the deposit, (see Exhibit "A") plus adhere to the following:
1. Ensure that all garbage is removed and placed in the appropriate trash bins.
 2. Remove all displays, favors, or remnants of the event.
(No adhesives are permitted on walls or windows.)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, tabletops, and sink areas.
 5. Ensure that no damage has occurred to the Amenity Center Clubhouse Room and its surrounding property and facilities used by members.

Exhibit A. CDD Facility Use for (Resident Only) Social Committee Events

Exhibit "A"

Amenity Center Use Application – Social Committee Event

Event Coordinator name: _____ SFH TH

Date of the event: ____/____/____ alternate date ____/____/____

Starting and ending time of the event: ____: ____ - ____: ____ 5 hr. Max

Describe the event:

Security Deposit \$400 non-alcohol event. \$500 if alcohol is approved.

Alcohol is allowed at this event. Insurance policy is included as an attachment.

Security Deposit check/s will be held by the General Manager in the office safe.

Check number _____ date _____.

What facility space and equipment will be needed: _____

*Signed Event Coordinator: _____ date _____

Signed General Manager: _____ date _____

CDD Board Approved

Disapproved Reason

District Manager Approved

*See additional conditions next page.

Exhibit "A"

ADDITIONAL CONDITIONS

During an approved event the SC agrees to the following policies/rules:

1. The SC Coordinator and committee members agree that the maximum number of occupants as posted will not be exceeded during any event.
2. The five (5) hour maximum time limit includes setup, teardown, and cleanup time.
3. No wet bathing suits, towels, or wet clothing are allowed in the space being used for an event.

At the *completion* of an approved event conducted by the SC the requesting Coordinator assures the following will be adhered to:

Check List:

1. Ensure that all garbage is removed and placed in the appropriate trash bins.
2. Remove all displays, favors, or remnants of the event.

(No adhesives are permitted on walls or windows).

3. Wipe off and restore furniture and other items to their original position.
4. Wipe off counters, tabletops and sink area.
5. Ensure that no damage has occurred to the Amenity Center Clubhouse Rooms and its surrounding property and facilities if used by members at this event.

I have read, and understand, and agree with the rules/ policies set forth in this document.

SC Coordinator initial _____

Exhibit "A"

GENERAL MANAGER - AFTER EVENT INSPECTION

Event date: ____ / ____ / ____

I visually inspected the facility after the event.

All was found to be, as agreed to, by the event SC Coordinator, therefore no follow-up is required. Submitted to the District Manager. Date ____ / ____ / ____

I found the following condition/s and have discussed it with the event Social Committee coordinator:

Follow-up is required by the District Manager and/or the Board of supervisors.

This completed discrepancy inspection form is being forwarded to the District Manager and to the CDD Board of Supervisors for their action.

Dated: ____ / ____ / ____

Signed: _____ Amenity Center General Manager

Montecito Community Development District

Discussion Regarding Roads



Montecito Community Development District

Don Bo, Inc.





Don Bo, Inc.

concrete

contractor

Proposal

Submitted To: Montecito CDD

Dated: 11/21/2024

Attn: Rich
Phone: 401-996-1273
Fax:
Email: wellman.rich@gmail.com

Project / Job Name: Montecito Subdivision

Description of work to be performed:

- Remove and repour 34' of valley gutter.
Price. \$2,550.00
- Remove and repour driveway entrance 148 sq ft.
Price. \$2,664.00
- Remove 11' section of wall and haul away.
Price. \$2,500.00

\$5214

\$ _____

Owner to supply:	Grade +/- 1/10 th	Access for concrete trucks
	Survey Bldg. Corner's with Elevation	Soil Treatment
	All Testing Required	Locate and relocate all sprinkler systems to
	Permitting	accommodate concrete work

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. Owner to carry necessary insurance. Our employees are fully covered by Worker's Compensation insurance.

Authorized Signature: Lewis Morin Date: _____

ACCEPTANCE OF PROPOSAL

Authorized Signature: _____ Date: _____

Licensed • Insured
Commercial • Residential



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N

E →

737
VENTURA

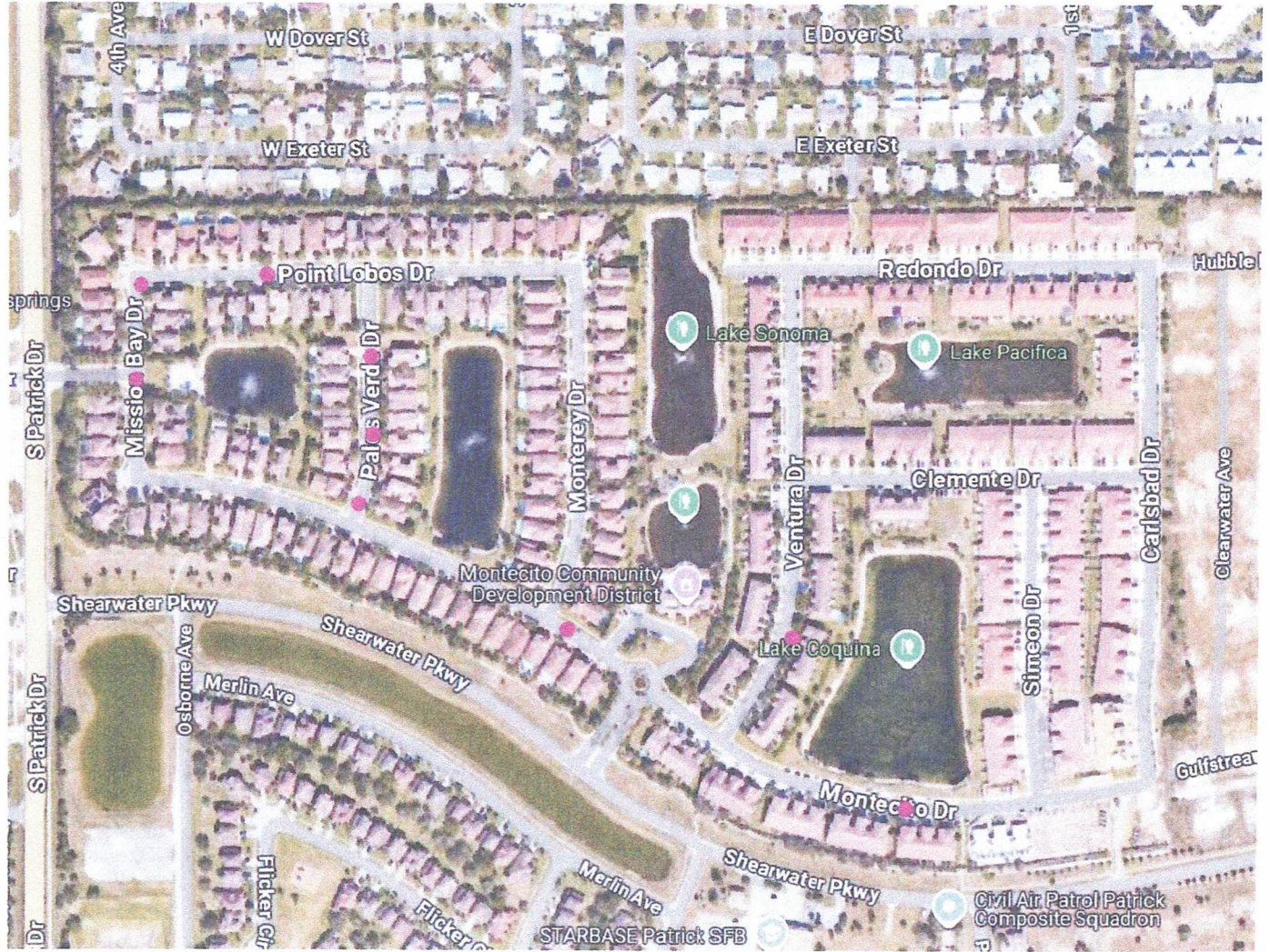
MONTECITO STREETS - Asphalt Repairs and Sealcoating Contractor Evaluations

SEAL COAT APPLICATION

Contractor	Sealcoat material	No. of coats	Area	Repairs	Area repairs	Down payment	Total cost
Atlantic Southern	Coal Tar	2	266,118.0	10	445	40%	\$ 38,985.00
All Brevard Asphalt	Coal Tar	2	276,097.0	9	427	40%	\$ 35,786.67
Burton Asphalt and services	Polytar	2	257,472.0	8	341	30%	\$ 36,878.00
Pothole Heroes	Polytar	2	259,821.0	10	376	40%	\$ 43,889.00
Mill & Pave Proposals							
Atlantic Southern	Mill & Pave	n/a	266,118.0	n/a	445	40%	\$ 520,325.00
All Brevard Asphalt	Mill & Pave	n/a	276,097.0	n/a	427	40%	\$ 350,000.00
Burton Asphalt and services	Mill & Pave	n/a	257,472.0	n/a	341	30%	\$ 454,000.00
Contractor Info							
Atlantic Southern	Jeff Bishop	407-301-2149					
All Brevard Asphalt	Hunter Schmauss	321-514-1477					
Burton Asphalt and services	Julie Scott	321-693-9315					
Pothole Heroes	Carlos Rodriguez	954-636-0751					
Koch Irrigation & Drainage	Scott Koch	321-544-9040					

ASPHALT REPAIR

- 239 Montecito Dr.
- Palos Verde Dr. & Montecito Dr.
- 697 Palos Verde Dr.
- 657 Palos Verde Dr.
- 375 Point Lobos Dr.
- 737 Ventura Dr.
- 129 Montecito Dr.
- 664 Misson Bay Dr. (drain)
- Mission Bay Dr. & Point Lobos





Montecito Community Development District

Burton Asphalt & Services





Make Checks Payable to Burton Asphalt and Services
 447 Riverview Lane
 Melbourne Beach, FL 32951
 +13215082153
 info@burtonasphalt.com
 www.burtonasphalt.com

ESTIMATE / CONTRACT

ADDRESS

Montecito Community
 Development Association
 208 Montecito Dr.
 Satellite Beach, FL 32937

SHIP TO

Montecito Community
 Development Association
 208 Montecito Dr.
 Satellite Beach, FL 32937
 COLD TAR SEALCOAT &
 STRIPE

ESTIMATE / 6183

CONTRACT #

DATE 10/28/2024

DESCRIPTION	AMOUNT
PREPARE 28,608 SQUARE YARDS OF PAVEMENT FOR SEALING. (UP TO 4 MOBILIZATIONS) HEAVY OIL SPOTS WILL BE TREATED WITH A BONDING AGENT. APPLY FIRST COAT OF SEALER THAT MEETS OR EXCEEDS FEDERAL SPECIFICATIONS WITH 3% LATEX ADDITIVE AND 3-5LBS OF SILICA SAND AS PER MANUFACTURER'S REQUIREMENTS MECHANICALLY AGITATED AND APPLIED AT A RATE OF 1/5TH OF A GALLON PER SQUARE YARD. APPLY A SECOND SEPARATE COAT OF SEALER WITH SAND IN THE SAME QUANTITY AND PROPORTION AS THE FIRST COAT.	21,456.00
RESTRIPE THE PROPERTY (AREAS ON ASPHALT) AS EXISTING WITH TRAFFIC PAINT (26 STOPBARS, 8 XWALKS, 5 ARROWS, 14 LINES, 1 H/C) *NEW PAVEMENT WILL SCUFF AND MARK UNTIL IT HAS PROPERLY CURED. * ROADS HAVE NOT BEEN SEALED TO DATE. BEST PRACTICE FOR SEALING IS 1 YEAR AFTER INSTALLATION OF ASPHALT AND EVERY 3-5 YEARS FOR MAINTENANCE. CONTRACTOR CAN NOT BE RESPONSIBLE FOR WEAR OF SEALCOAT. SEALCOAT WILL WEAR QUICKER IN AREAS OF HIGH TRAFFIC FLOW, STANDING WATER, OIL ON ROADWAY ETC.	2,548.00

Permit fees and any additional work required by the permit will be extra to the contract amount. Job-site will be barricaded during work. The contractor is not be responsible for person breaking through barricades, tracking of materials, damage to vehicles or persons trespassing in project areas. All irrigation must be turned -off during project. The contractor cannot work around vehicles or dumpster. Additional rate increase applies for each additional mobilization requested over the written contract #. Management is responsible for towing when owners fail to comply with schedule. In the event of any litigation or other proceeding arising out of the agreement the prevailing party shall be entitled to collect its attorney's fees and all cost of litigation from the other party including appellate attorney's fees. Both parties agree by binding this contract, that Burton Asphalt

TOTAL

\$24,004.00

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.

and Services is not responsible for any injuries because of any products used for this project.

Accepted By

Accepted Date

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.



Make Checks Payable to Burton Asphalt and Services

447 Riverview Lane
Melbourne Beach, FL 32951
+13215082153
info@burtonasphalt.com
www.burtonasphalt.com

ESTIMATE / CONTRACT

ADDRESS

Montecito Community
Development Association
208 Montecito Dr.
Satellite Beach, FL 32937

SHIP TO

Montecito Community
Development Association
208 Montecito Dr.
Satellite Beach, FL 32937
POLY TAR SEALCOAT &
STRIPE

ESTIMATE / 6184

CONTRACT #

DATE 10/28/2024

DESCRIPTION	AMOUNT
<p>PREPARE 28,608 SQUARE YARDS OF PAVEMENT FOR SEALING. (UP TO 4 MOBILIZATIONS) HEAVY OIL SPOTS WILL BE TREATED WITH A BONDING AGENT. APPLY FIRST COAT OF SEALER THAT MEETS OR EXCEEDS FEDERAL SPECIFICATIONS WITH 3% LATEX ADDITIVE AND 3-5LBS OF SILICA SAND AS PER MANUFACTURER'S REQUIREMENTS MECHANICALLY AGITATED AND APPLIED AT A RATE OF 1/5TH OF A GALLON PER SQUARE YARD. APPLY A SECOND SEPARATE COAT OF SEALER WITH SAND IN THE SAME QUANTITY AND PROPORTION AS THE FIRST COAT.</p>	34,330.00
<p>RESTRIPE THE PROPERTY (AREAS ON ASPHALT) AS EXISTING WITH TRAFFIC PAINT (26 STOPBARS, 8 XWALKS, 5 ARROWS, 14 LINES, 1 H/C) *NEW PAVEMENT WILL SCUFF AND MARK UNTIL IT HAS PROPERLY CURED. * ROADS HAVE NOT BEEN SEALED TO DATE. BEST PRACTICE FOR SEALING IS 1 YEAR AFTER INSTALLATION OF ASPHALT AND EVERY 3-5 YEARS FOR MAINTENANCE. CONTRACTOR CAN NOT BE RESPONSIBLE FOR WEAR OF SEALCOAT. SEALCOAT WILL WEAR QUICKER IN AREAS OF HIGH TRAFFIC FLOW, STANDING WATER, OIL ON ROADWAY ETC.</p>	2,548.00

Permit fees and any additional work required by the permit will be extra to the contract amount. Job-site will be barricaded during work. The contractor is not be responsible for person breaking through barricades, tracking of materials, damage to vehicles or persons trespassing in project areas. All irrigation must be turned -off during project. The contractor cannot work around vehicles or dumpster. Additional rate increase applies for each additional mobilization requested over the written contract #. Management is responsible for towing when owners fail to comply with schedule. In the event of any litigation or other proceeding arising out of the agreement the prevailing party shall be entitled to collect its attorney's fees and all cost of litigation from the other party including appellate attorney's fees. Both parties agree by binding this contract, that Burton Asphalt

TOTAL

\$36,878.00

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.

and Services is not responsible for any injuries because of any products used for this project.

Accepted By

Accepted Date

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.



Make Checks Payable to Burton Asphalt and Services

447 Riverview Lane
Melbourne Beach, FL 32951
+13215082153
info@burtonasphalt.com
www.burtonasphalt.com

ESTIMATE / CONTRACT

ADDRESS

Montecito Community
Development Association
208 Montecito Dr.
Satellite Beach, FL 32937

SHIP TO

Montecito Community
Development Association
208 Montecito Dr.
Satellite Beach, FL 32937
Asphalt and Concrete Repair

ESTIMATE / 6182

CONTRACT #

DATE 10/28/2024

DESCRIPTION	AMOUNT
ASPHALT REPAIR - SKIN/SAW CUT AND PATCH 341 SQUARE FEET WITH HOT PLANT MIXED ASPHALT UP TO 1.5" THICKNESS (9 LOCATIONS AS IDENTIFIED WITH RICH WELLMAN - SEE ATTACHED MAP)	2,387.00
ASPHALT OVER AVERAGE 1.5" THICKNESS WILL BE CHARGED OVERAGE OF \$155 PER TON. ADDITIONAL SQUARE FOOTAGE IS BILLED AT RATE OF \$7 PER SF.	
CONCRETE REPAIR - REMOVE AND REPLACE 25 LF OF MIAMI CURB. (737 VENTURA) HAUL AWAY DEBRIS.	3,000.00
*NEW PAVEMENT WILL SCUFF AND MARK UNTIL IT HAS PROPERLY CURED.	
*THE CONTRACTOR CAN NOT GUARANTEE ELIMINATION OF STANDING WATER.	
*CONTRACTOR IS NOT RESPONSIBLE FOR BASEWORK, FAULTY BASE OR SINKING ASPHALT.	
*CONTRACTOR IS NOT RESPONSIBLE FOR WATERFLOW.	

Permit fees and any additional work required by the permit will be extra to the contract amount. Job-site will be barricaded during work. The contractor is not be responsible for person breaking through barricades, tracking of materials, damage to vehicles or persons trespassing in project areas. All irrigation must be turned -off during project. The contractor cannot work around vehicles or dumpster. Additional rate increase applies for each additional mobilization requested over the written contract #. Management is responsible for towing when owners fail to comply with schedule. In the event of any litigation or other proceeding arising out of the agreement the prevailing party shall be entitled to collect its attorney's fees and all cost of litigation from the other party including appellate attorney's fees. Both parties agree by binding this contract, that Burton Asphalt and Services is not responsible for any injuries because of any products used for this project.

TOTAL

\$5,387.00

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.

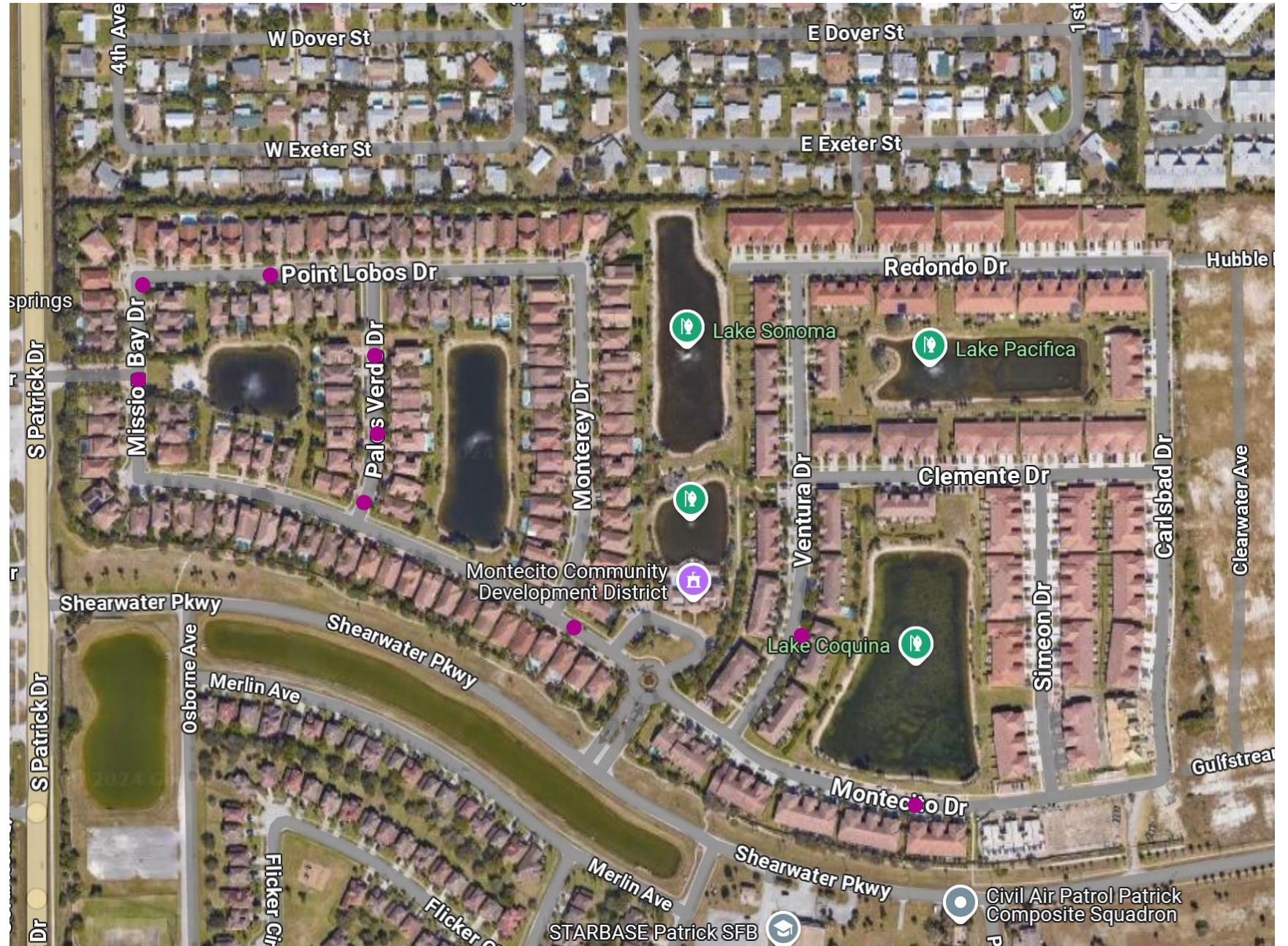
Accepted By

Accepted Date

By executing this contract, Customer hereby binds him, her, or itself, his co-owners heirs, partners, affiliates, subsidiaries, agents, officers, successor, and legal representatives to the terms, recitals, agreements, and obligation contained here within. Cancellation by Customer will result in a 25% loss of the total contract price.

ASPHALT REPAIR

- 239 Montecito Dr.
- Palos Verde Dr. & Montecito Dr.
- 697 Palos Verde Dr.
- 657 Palos Verde Dr.
- 375 Point Lobos Dr.
- 737 Ventura Dr.
- 129 Montecito Dr.
- 664 Misson Bay Dr. (drain)
- Mission Bay Dr. & Point Lobos



Montecito Community Development District

Atlantic Southern Paving and Sealcoating



Pavement Maintenance Proposal

Montecito Community Development District

Rich Wellman

Project:

Montecito Community Development District

208 Montecito Dr
Satellite Beach, Florida 32937



Jeff S Bishop
Account Manager

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
460 Cox Road
Cocoa, FL 32926

P: 321-256-4020
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Jeff S Bishop
Account Manager
jbishop@atlanticsouthernpaving.com
Cell: 407-301-2149
Office 321-256-4020

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Contractor Note(s)

1. If the HOA has Gate Access Loops installed and any entrance/exit, please note that these will be cut during milling. It will be at the expense of the HOA to re-Install the Gate Loops

Mill and Pave

1. The area under consideration for milling comprises of approximately 273,500 square feet at an average depth of 1.5 inch(es).
2. The area under consideration for paving comprises of approximately 273,500 square feet.
3. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
4. Sawcut or bump mill a 1" perimeter of asphalt around all edges to sidewalks, walkways, storm drain frames, manholes, etc, in areas to be overlaid.
5. Removal and disposal of all excavated material.
6. Apply a DOT approved tack coat to promote adhesion between existing asphalt base and the new pavement surface we are installing.
7. **New Pavement Installation:** Apply SP 9.5 hot mix asphalt compacted to an average of 1.5 inch(es).
8. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
9. **Compaction:** Rolling of entire new asphalt pavement with Rubber Tire Traffic Roller.
10. **Car Stops:** This proposal includes the setting aside and reinstalling 0 existing Car Stops. We will do everything possible not to damage any car stops, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.
11. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
12. **Mobilization(s):** This project includes 1 mobilization(s).

Total Price: \$516,975.00

Line Striping

1. **STRIPING:** Apply DOT approved latex paint, restriping the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.

Total Price: \$3,350.00

Map: Site Map



Notes:

Image



Notes:

Image



Notes:

Image



Notes:

Image



Notes:

Image



Notes:

Price Breakdown: Montecito Community Development

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on October 31, 2024.

Item	Description	Cost
1.	Mill and Pave	\$516,975.00
2.	Line Striping	\$3,350.00
Total:		\$520,325.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



Rich Wellman | Board Member
Montecito Community Development District
208 Montecito Dr
Satellite Beach, FL 32937
wellman.rich@gmail.com
C: 401-996-1273
O: 401-996-1273

Jeff S Bishop | Account Manager
Atlantic Southern Paving and Sealcoating
460 Cox Road
Cocoa, FL 32926
E: jbishop@atlanticsouthernpaving.com
C: 407-301-2149
P: 321-256-4020
F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to curb, car stops and previously painted concrete that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
14. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
15. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
16. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
17. Owner agrees to pay asphalt over-runs at \$175.00 per ton.

18. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
19. **Crack Sealing**: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
20. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
21. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
22. Plans, engineering, layout, testing, bonds and as-builts by others.
23. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
24. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
27. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
28. **Asphalt Price Index**: Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
29. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Barricaded Parking Lot**: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$1500 for Sealcoating)***
2. **Cleaning**: Customer is responsible for any "heavy cleaning"; otherwise Atlantic Southern Paving & Sealcoating, LLC will bill for this additional cleaning.
3. **Cracking**: cracks in pavement will still be noticeable after Sealcoating
4. **Lawn Fertilization**: should not be installed seven days before or after service.
5. **Rain**: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. **Sprinklers**: should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
7. **Pavement Sealer**: will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings*** during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure then areas in the direct sunlight.
8. **Driving on Surface**: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
9. **Overspray on Grass**: where grass meets your pavement, you may expect a small "drift spray" of pavement sealer.

This is normal and will disappear generally after the next mowing.

10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Please click any of the links below to view and print all documents.

Company Attachments

[COI 2024](#)

**Montecito
Community Development District**

All Brevard Asphalt LLC





Milling and Paving Proposal

Project:

Montecito
Satellite Beach Fl
32937

Your Pavement Contractor

Company Info

All Brevard Asphalt, LLC
Allbrevardasphalt@gmail.com
Allbrevardasphalt.com

Contact Person

Hunter Schmauss, Owner
P:(321)514-1477

Milling

1. The area under consideration comprises 276,097 square feet.
2. **Mill:** 1 inch deep.
3. **Clean:** debris and prep area for new asphalt.

Asphalt Paving

1. The area under consideration comprises 276,097 square feet of milled asphalt.
2. **Pavement Installation:** Apply DOT approved tack to promote adhesion between existing asphalt and new asphalt.
3. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of 1 inch.
4. **Compaction:** using a 3 ton Vibratory Roller.
5. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Line Striping Detailed

1. All work will be performed so that there is minimal interruption to your facility.
2. **STRIPING:** Apply DOT approved thermo, restriping the crosswalk and stop bar area as per the existing layout.
3. **No Parking**
4. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Price Estimate:

Please find the following breakdown of all services we have provided in this proposal.

Item Description Cost:

1. Asphalt/Material Included
2. Milling Included
3. Striping Included
4. Equipment Included
5. Trucking/Transportation Included
6. Labor Included

Total: \$350,000.00

Acceptance

We agree to pay the total sum or balance in full upon completion of this project. 50% deposit upon contract (\$175,000.00).

(A signed proposal and deposit are required prior to scheduling of the work)

Date: 11/04/2024

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

The price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Customer Information:

Print: _____

Sign: _____

Date: _____

Contractor Information:

Signed : 11/04/2024 1:00 PM

Hunter Schmauss | Owner

All Brevard Asphalt LLC

E: Allbrevardasphalt@gmail.com

W: Allbrevardasphalt.com

C: (321)514-1477

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the

work will be relocated on site and billed to the Owner/Authorized Agent

5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$500.00**
6. This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.
7. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
8. All Brevard Asphalt, LLC will not be responsible for paint adhesion to car stops that have not been pressured cleaned.
9. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
10. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ABA if this is desired prior to commencement of the project.
11. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ABA will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
12. Additional mobilization(s) to be billed at \$2000 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. All Brevard Asphalt, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
16. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not All Brevard Asphalt, unless proper surveys are done prior to digging or cutting. If All Brevard Asphalt needs to repair damages, the costs will be billed to the owner as a change order.
17. All Brevard Asphalt, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
18. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
19. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between All Brevard Asphalt, LLC and the financially responsible company for which the work will be performed.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$2,000 for Paving)**
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule

as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the sealer has not bonded.

4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** All Brevard Asphalt cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, **no worries in time they will blend in with the surrounding surface.**

Line Striping & ADA Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. **There will be additional costs if we are unable to access the work area billed at a minimum of (\$1000 for Striping)**
2. Line striping will match all existing pavement markings unless approved changes are made by owner(s) or an authorized owner's representative.
3. THE DISABLED PARKING STALLS ARE BEING RESTRIPE AS THEY PRESENTLY EXIST. THIS CONTRACTOR MAKES NO CLAIM THAT THEY WILL MEET LOCAL, STATE AND FEDERAL REQUIREMENTS FOR DISABLED PARKING.
4. All Brevard Asphalt is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization.

Montecito Community Development District

Pothole Heroes





POTHOLE HEROES

FULLY LICENSED AND INSURED

Client Information:

Rich

Wellman

wellman.rich@gmail.com

Montecito CDD

(401) 996-1273

Project #24FLORL00201222P

Job site Information:

Montecito

208 Montecito Drive

Satellite Beach, FL, 32937



POTHOLE HEROES

Introduction

HERE AT POTHOLE HEROES, OUR CUSTOMERS ARE OUR NUMBER ONE PRIORITY.

Your customers' first impression should be one of quality and professionalism; an uneven and unattended lot can quickly lead to trip hazards, potholes, or other dangers that not only damage cars but also create liability – in terms of both your finances *and* your reputation.

Here at Pothole Heroes, we understand the importance of maintaining a good first impression and helping clients optimize the longevity of their parking lot assets. Thus, we can provide you with an asphalt maintenance solution that both reflects immediate financial savings and contributes to long-term asphalt preservation. Let us bring in our experienced team to give you peace of mind, thereby allowing you to focus on what matters most: your own business operations. Our mission is simple – we want to partner with you for success by providing top-quality, sustainable solutions at competitive costs.

Services Suggested

Concrete Valley Curb Repair (Blue): 1 locations, up to 35 LF

1. Remove existing valley gutter where required for new gutter to be installed.
2. Trim surface roots, as needed.
3. Place forms for new concrete gutter, as required.
4. Pour new gutter using 3000 PSI concrete.
5. Apply a broom finish to new concrete surfaces.
6. Strip and remove forms after new concrete has set.
7. Haul away any related debris.

Concrete Slab Replacement (Blue): In 1 location, up to 154 Square Feet

1. Sawcut existing concrete and remove damaged sections.
2. Sawcut and remove any surface tree roots as necessary.
3. Place forms for new concrete sidewalk at depth notated below.
4. Pour new sidewalks using 3000 PSI concrete with rebar and dowel into adjacent concrete.
5. The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
6. Strip away and remove forms then haul away any related debris.

****This is for (6) inch thick concrete***

Concrete Subgroup Total

\$8,408.00

Asphalt Repair (Red): 10 locations; up to 376 Sq. Ft.

1. Saw cut where required and clean areas to be patched
2. Tack areas with DOT-approved primer Tack as needed
3. Install hot plant mixed asphalt type S-3
4. Compact areas with vibratory compaction device
5. Remove any related debris

Asphalt Repair Subgroup Total

\$2,142.00

Standard Sealcoating (Yellow): 2 coat sprays in 6 Mobilizations up to 259,821 Sq. Ft.

1. Secure area with cones and barricades as needed
2. Clean the entire asphalt area being sealed
3. Apply sand to brick pavers to help reduce risk of tracking.
4. Treat oil spots with primer as needed
5. Cut in areas as needed by squeegee application
6. Apply by spray the first coat of asphalt emulsion sealer as per the manufacturer's specifications
7. Apply by spray a second coat of asphalt emulsion sealer

Sealcoat Subgroup Total

\$34,427.00

Striping (Yellow):

1. Stripe to existing layout using DOT- approved latex white, yellow, and/or blue paint to match what was previously existing to include: Stop Bars, Crosswalks, Stall Lines, Handicap Stall, Arrows and Hashout Area.

****Project bid with typical industry standards. City specifications, permit, and code requirements are subject to change.***

****To be completed after sealcoating is complete (dry time is less than 10 min)***

Standard Striping Total

\$1,946.00

OPTION: En Lieu of Using Federal Grade Sealer

****Matching Scope of Baytree & Lakeside Landings CDD***

Premium Sealcoating: 1 coat unused squeegee, 1 coat spray; In 6 mobilizations; Up to 259,821 Sq. Ft.

1. Secure area with cones and barricades as needed
2. Clean the entire asphalt area being sealed
3. Treat oil spots with primer as needed
4. Applied by squeegee, the first coat of polymer modified sealer as per the manufacturer's specifications with a Squeegee Machine.
5. Apply by spray a second coat of polymer modified sealer

****Highly recommend sealing using a squeegee/spray application as the asphalt is very porous and will absorb sealer.***

Additional Cost for Polytar Sealer

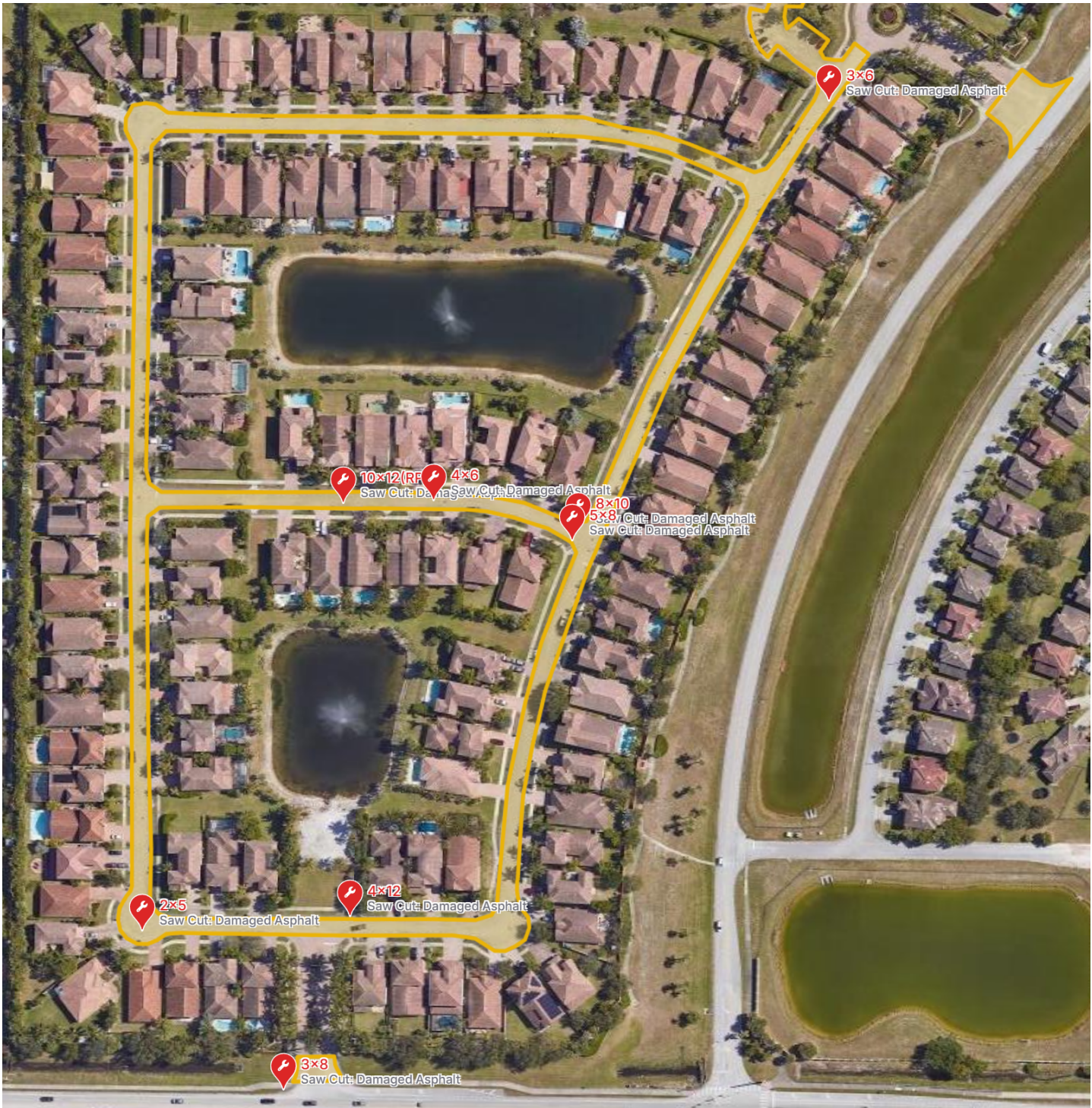
\$9,462.00

****Please verify if this is the desired product, updated proposal total to be sent over.***









3x6
Saw Cut: Damaged Asphalt

10x12 (RF) 4x6
Saw Cut: Damaged Asphalt

8x10
5x8
Saw Cut: Damaged Asphalt

2x5
Saw Cut: Damaged Asphalt

4x12
Saw Cut: Damaged Asphalt

3x8
Saw Cut: Damaged Asphalt

GemSeal[®] PolyTar[®]

GemSeal PolyTar is an exceptionally high-performing polymer modified refined tar pavement sealer. PolyTar is the first pavement sealer to incorporate elasticity and flexibility through proprietary binder polymerization. This market-leading formula improves fuel resistance, provides stronger surface adhesion, and offers better cohesion for twice the durability and wear resistance of conventional pavement sealers. It has been trusted and used by experienced contractors for more than 30 years.

LONG LASTING

- Manufactured with proprietary polymers and processes for exceptional durability
- Tensile strength and elasticity surpasses all other sealers
- Extends life expectancy per application vs. standard coatings

SAVVY SOLUTION

- Polymerized formula averages 30% ROI
- Requires fewer applications than standard sealcoat
 - Less downtime and increased revenue
 - Lower maintenance and mobilization fees
- No need to add latex, saving material and labor costs
- Black color makes striping stand out, enhancing driver safety

VERSATILE

- Maintains flexibility and adhesion in wide temperature range
- Reduced tracking even in high temperatures
- Ideal for high-traffic asphalt parking lots, airfields, and driveways
- Widely available

SAFE & EASY TO USE

- Lab tested to ensure every gallon meets ASTM specs
- Requires less mixing time and is easy to apply
- Meets or exceeds ASTM D3320, ASTM D490, ASTM D3423, ASTM D2939, ASTM D4866, and AASHTO TP5-97

GemSeal manufactures, supplies, and specifies pavement preservation products nationwide including sealers and additives, lot marking paints, crack sealants, pothole patches, primers, tools, and equipment. For over 60 years, we have been defined by our products, value, delivery, and customer support. We guarantee exacting quality control and consistent results on every jobsite nationwide.

Let's Work Together

This Agreement, together with the following Attachments, constitute the entire agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement. This proposal pricing is valid for 30 days from the date sent.

Total price including any selected options: \$46,923.00

Pricing Valid for 30 days from date above

Payment Terms:

40% Deposit, 50% Upon Substantial
Completion & 10% Upon Final

Carlos Rodriguez
Pothole Heroes

Rich Wellman
Montecito CDD

We look forward to *working with you!*

Billing Information Required :

Preferred Date for work to start
(Please Note: Date is not Guaranteed)

BEFORE WE START WORK

1. Pothole Heroes' needs suitable access to the work area unless it is dependent upon or in conjunction with the work of others. In that case, such work shall be performed and completed before arrival so that Pothole Heroes can work uninterrupted in a single shift operation.
2. Unless otherwise agreed, all vehicles must be removed from the work area no later than 7:15 am to deliver the project work on schedule.
3. Tow Trucks need to be arranged five days before starting work and must be on call to remove cars from the scheduled work zone as necessary.
4. The Customer is financially responsible for towing services and any created delays. If any cars are left in the area of work, Pothole Heroes cannot be held responsible for any damage to the vehicle.
5. Pothole Heroes will not be responsible for persons entering the work area, tracking materials or paint, or any damages to cars or persons trespassing in the designated areas.
6. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several weed killer treatments before Pothole Heroes' arrival.
7. The sprinkler system should be turned off 24 hours before the commencement of your project and stay off 48 hours after completion of the project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
8. Suspend lawn cutting during the work period.
9. Please ensure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
10. Dumpsters in the scheduled area must be removed or moved to another location. Dumpsters not moved will be subject to additional fees.

CUSTOMER EXPECTATIONS

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be tire' tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface placed on this project will not have the finish and look of a sealcoat application. If a sealcoat is desired later, Pothole Heroes will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. Pothole Heroes cannot guarantee the elimination of standing water.

CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to included items only. Anything not explicitly contained is excluded from the contract.
2. Any alteration or deviation from proposal specifications involving extra costs will be executed only upon written orders and will become an additional charge over and above the estimate.
3. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between Pothole Heroes and the financially responsible company for which the work will be performed.
4. All deposits are non-refundable upon cancellation of the contract by the client for any reason.

5. Pothole Heroes recommends a Civil Engineer be retained for ADA upgrades. As such, Pothole Heroes makes no claim that ADA upgrades will meet any/all local, state, and federal guidelines on ADA compliance.
6. For projects requiring city or county permits, Pothole Heroes will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus the actual cost of the permit(s).
7. Any additional work required by the permit(s) will be extra to the contract amount.
8. Any work performed by Pothole Heroes which work is on public property, the(Client/Owner) agrees and understands that the project property it owns shall be charged with all indebtedness hereunder.
9. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
10. All accounts past due will incur a finance charge of 18% per annum.
11. Pothole Heroes reserves the right to withdraw the proposal at any time before the commencement of work should material price fluctuations rise significantly.
12. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
13. Delays to Pothole Heroes of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour, and delays to Pothole Heroes of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the Customer.
14. Any broken car stops will be replaced at an additional cost of \$60.00 each.
15. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
16. Reflective Pavement Markers (RPMs) are excluded from the warranty.
17. Any additional reflective pavement markers required by city code will incur a charge of \$10.00 each added to the contract amount.
18. Pothole Heroes will not be responsible for damage to grass, sod, irrigation, or any other underground utilities.
19. Excavated materials will be left in the islands/landscaped areas.
20. Pothole Heroes will not be responsible for unforeseen conditions that arise; they may result in additional costs to the Customer.
21. Pothole Heroes guarantees its' sealer products against peeling or flaking of stable asphalt for (1) year, excluding normal wear and tear.
22. Newly seal-coated areas will be barricaded for 24-48 hours after project completion. It is the Customer's responsibility to keep the site clear to allow proper curing of the material. Failure to do so will void any warranty.
23. Pothole Heroes guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.

I have read and accept these terms and conditions:

Rich Wellman
Montecito CDD

Montecito Community Development District

Ratification of Payment Authorization No.2





Montecito CDD

Payment Authorization #2

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #2
11/27/2024

Item No.	Payee	Invoice	General Fund
1	Brevard Pools, Inc. November Pool Maintenance Stenner Pump Repair	225207	\$ 938.00
		226069	200.00
2	Coverall North America November Cleaning Service	1580045025	\$ 650.00
3	Culpepper & Terpening Engineering Services Through 09/30/2024	100476	\$ 1,457.50
4	Florida Door Control of Orlando Vehicle Entry/Exit Gate Repairs	1084034	\$ 430.00
5	FPL (paid online) 140 Clemente Dr #Pump 654 Mission Bay Dr #Gate	Acct: 15698-02240	\$ 324.38
		Acct: 81750-88205	345.38
6	Gannett Florida LocalIQ Legal Ad on 10/21/2024 (Ad: 10661087)	6748013	\$ 208.46
7	Gault Electric Replacement Playground Lamps	09-16106	\$ 801.20
8	Modern Security Systems Installation: DVR Security System	06324	\$ 1,224.00
9	PFM Group Consulting November DM Fee October Postage	DM-11-2024-34	\$ 4,166.67
		OE-EXP-11-2024-20	614.88
10	ProGreen Services Irrigation Repairs 10/29/2024 Irrigation Repairs 10/30/2024 Irrigation Repairs 10/30/2024 Irrigation Repairs 11/11/2024 Irrigation Repairs 11/13/2024 Irrigation Repairs 11/13/2024 Irrigation Repairs 11/13/2024 Irrigation Repairs 11/20/2024 Irrigation Repairs 11/19/2024 Irrigation Repairs 11/19/2024	23242	\$ 410.02
		23238	554.78
		23237	395.00
		23232	579.62
		23230	231.53
		23231	564.27
		23241	566.35
		23227	704.13
		23228	476.80
		23229	165.50

Montecito CDD
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
MontejanoR@pfm.com // (407) 723-5951

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #2
11/27/2024

Item No.	Payee	Invoice	General Fund
11	Sonitrol of Tallahassee		
	October Security Services	554960	\$ 588.55
	November Security Services	559804	588.55
		563238	59.00
12	Supervisor Fees (11/13/2024 Meeting)		
	Ed Henson	2024.11.13	\$ 200.00
	Catherine LeCesne	2024.11.13	200.00
	Tanja Glynn	2024.11.13	200.00
	Rich Wellman	2024.11.13	200.00
		TOTAL	\$ 18,044.57

District Manager / Assistant District Manager

Chairman / Vice Chairman

Brevard Pools, Inc.

128 Sixth Avenue
Indialantic, FL 32903
p: 321-723-7074
f: 321-728-4221
Barb@brevardpools.com
www.brevardpools.com



Invoice

Date	Invoice #
11/1/2024	225207

Bill To

PFM Group Consulting LLC
C/O Montecito CDD
3501 Quadrangle Blvd. #270
Orlando, Fl 32817
Attn: Rick Montejano

Ship To

Montecito CDD
208 Montecito Dr
Satellite Beach, FL 32937

P.O. No.	Terms	Account #
	Due on receipt	4175P

Quantity	Description	Rate	Amount
	November maintenance.	938.00	938.00

Subtotal		\$938.00
Sales Tax (6.0%)		\$0.00
Total		\$938.00

All charges are due upon receipt. Any amount not paid within 30 days is subject to a late charge of 1.5%. If you have any questions please call 321-723-7074 or email barb@brevardpools.com. Thank you for your patronage.

Brevard Pools, Inc.

128 Sixth Avenue
 Indialantic, FL 32903
 p: 321-723-7074
 f: 321-728-4221
 Barb@brevardpools.com
 www.brevardpools.com



Invoice

Date	Invoice #
11/21/2024	226069

Bill To

PFM Group Consulting LLC
 C/O Montecito CDD
 3501 Quadrangle Blvd. #270
 Orlando, Fl 32817
 Attn: Rick Montejano

Ship To

Montecito CDD
 208 Montecito Dr
 Satellite Beach, FL 32937

P.O. No.	Terms	Account #
	Due on receipt	4175P

Quantity	Description	Rate	Amount
1	REBUILT ACID STENNER PUMP RESOLUTION: INSTALLED NEW UPPER HEAD ASSEMBLY AND SHAFT	0.00	0.00
1	Rebuilt PH Stenner Pump	200.00	200.00

Subtotal		\$200.00
Sales Tax (7.0%)		\$0.00
Total		\$200.00

All charges are due upon receipt. Any amount not paid within 30 days is subject to a late charge of 1.5%. If you have any questions please call 321-723-7074 or email barb@brevardpools.com. Thank you for your patronage.

Orlando Support Center
 601 S. Lake Destiny Road
 Suite 165
 Maitland FL 32751
 407-875-0121



Customer Invoice
www.Coverall.com

Invoice Number 1580045025
Account Number 702-10287
Invoice Date 11/01/2024
Payment Due Date 12/01/2024
PO Number

0
 Montecito CDD
 Special District Services
 2501A Burns Road
 PALM BEACH GARDENS FL 33410

We are grateful for your continued business and supporting local business owners, especially during these more trying times.
 Our Franchise Owners are ready to deliver any type of clean you need for your business whether that is a re-opening clean, increased high-touch points, special service, or if you need additional frequency of cleans, It is important to the entire Coverall network that we help you keep your employees and customers healthy and your business remain open.

Service Description	From	To	Amount	Tax	Total
Commercial Cleaning Services - billed on behalf of Office Cleaners LLC,Coverall Franchise Owner. Location: 208 Montecito Drive in Orlando	11/01/2024	11/30/2024	650.00	0.00	650.00
Current Invoice Total			650.00	0.00	650.00

Account balance as of: 10/28/2024	Current	1-30 Days	31-60 Days	61-90 Days	91-120+ Days	Total Amount Due
	1,300.00	650.00	210.00	0.00	0.00	2,160.00

Customer Remittance

Montecito CDD

Please remit this portion of the invoice with your payment. Be sure to write your invoice number on the front of your check.

If you have a service questions please contact your local Coverall Support Center, WE APPRECIATE YOUR BUSINESS.

Invoice Amount 650.00
Balance Due 2,160.00
Invoice Number 1580045025
Account Number 702-10287
Invoice Date 11/01/2024
Payment Due Date 12/01/2024

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

Coverall North America, Inc.
 2955 Momentum Place
 CHICAGO IL 60689

Amount Paid: \$ _____

Invoice

Culpepper & Terpening, Inc.
Consulting Engineers and Land Surveyors
2980 South 25th Street
Fort Pierce, Florida 34981
Phone (772)464-3537 /Fax (772)464-9497
accounting@ct-eng.com

Sylvia Bethel
Montecito CDD c/o Special District Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL 33410

October 23, 2024
Project No: 23-127
Invoice No: 100476

Principal: James 'Butch' Terpening, Jr., P.E.
Project Manager: Stefan Matthes, P.E.

PO No:
Contract No:
WA No:
Client Project No.
Client Project Name

Project 23-127 Montecito CDD

Professional Services through September 30, 2024

Phase 7 General Engineering Services
Tasks 7.1 General Services

Professional Personnel

	Hours	Rate	Amount
Principal Engineer, PE	5.50	265.00	1,457.50
Totals	5.50		1,457.50
Total Labor			1,457.50

Total this Invoice \$1,457.50

Outstanding Invoices

Number	Date	Balance
99566	4/18/2024	163.98
100377	9/26/2024	2,947.50
Total		3,111.48

Billing Backup

Wednesday, October 23, 2024

Culpepper & Terpening, Inc.

Invoice 100476 Dated 10/23/2024

5:14:57 PM

Project	23-127	Montecito CDD		
Phase	7	General Engineering Services		
Tasks	7.1	General Services		

Professional Personnel

			Hours	Rate	Amount	
	Principal Engineer, PE					
SMatthes	10 - Matthes, P.E., Stefan	9/4/2024	1.00	265.00	265.00	
	SJRWMD Turnover assist					
SMatthes	10 - Matthes, P.E., Stefan	9/11/2024	2.50	265.00	662.50	
	CDD Board meeting					
SMatthes	10 - Matthes, P.E., Stefan	9/13/2024	.50	265.00	132.50	
	SJRWMD certifications					
SMatthes	10 - Matthes, P.E., Stefan	9/23/2024	.50	265.00	132.50	
	sanitary issues					
SMatthes	10 - Matthes, P.E., Stefan	9/27/2024	.50	265.00	132.50	
	asbuilts					
SMatthes	10 - Matthes, P.E., Stefan	9/29/2024	.50	265.00	132.50	
	asbuilts					
	Totals		5.50		1,457.50	
	Total Labor					1,457.50
				Total this Tasks		\$1,457.50
				Total this Phase		\$1,457.50
				Total this Project		\$1,457.50
				Total this Report		\$1,457.50

Florida Door Control of Orlando, Inc.
658-2 Washburn Rd.
Melbourne, FL 32934



INVOICE

Invoice #: 1084034
Ref #: 214316
Date: 11/25/2024
Terms: Net 10
Due Date: 12/5/2024
PO:
TaxID#:

Phone: (321) 254-8011
Fax: (321) 259-8725
billing@fdc.com

Proposal:0

Late Payments subject to 1.5% Finance Charge

Bill To:

Montecito CDD
c/o PFM Consulting LLC
3501 Quadrangle Blvd. Suite 270
Orlando, FL 32817

Site Address:

Montecito CDD
208 Montecito Dr
Satellite Beach, FL 32937

Contact: Rick Montejano

Phone: 3217779460

E-mail: MontejanoR@pfm.com

Service Requested/Performed

11/14/2024 2:56:43 PM Per Kisha - Advised both exit and entrance gates on site both do not close. In need of service.

11/22/2024 MB 2HR- Arrived. Spoke with Kisha. Investigated gate, found receiver beam in direct sunlight causing damage to photo eye resulting in intermittent false positive holding gate open. Will quote to replace. Informed poc of work performed.

Complete.

11/25/2024 8:14:19 AM Brandon M Brown:

Quote 38721 sent on kwagner@vestapropertyservice.com and montejanor@pfm.com on Friday 11/22/2024 @ 1405

NAME	DESCRIPTION	QTY	RETAIL	TOTAL
Max D Benaroch	Tech-Labor (Mel/Tam/Orl)	2	\$140.00	\$280.00
			LABOR	\$280.00
			MATERIAL	\$0.00
			SERVICE CALL	\$150.00
			SUB TOTAL	\$430.00
			SALES TAX	\$0.00
			PAYMENTS	\$0.00
			BALANCE	\$430.00

Thank You for Choosing FDC - When Security Matters! www.FDC.com

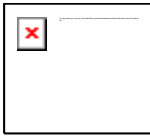
If you have any questions regarding this invoice, please call 321-254-8011 x.11 within 30 days. Any disputes must be presented within 30 days from the date on this invoice.

**We accept checks and all major credit cards.
We appreciate your business!**

Rick Montejano

From: FPL Communications <FPL_Communications@ecc.fpl.com>
Sent: Monday, November 25, 2024 11:38 AM
To: Rick Montejano
Subject: FPL: We have processed your payments

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment



[LOG IN](#)

[PAY BILL](#)

The payments will be applied to each of your FPL accounts as follows:

ACCOUNT NUMBER	SERVICE ADDRESS	NAME	PAYMENT AMOUNT
15698-02240	140 CLEMENTE DR #PUMP	MONTECITO COMMUNITY DEVELOPMENT DISTRICT	\$324.38
81750-88205	654 MISSION BAY DR # GATE	MONTECITO COMMUNITY DEVELOPMENT DISTRICT	\$345.38

Thank you for your payments. The amounts above will be drafted from your bank account(s) within 1-2 business days.

Please do not reply to this email, this address is not monitored. For help, visit [FPL.com](https://www.fpl.com)

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E011 - E49E68F5237E67718D799B4F28DD9F5A





ACCOUNT NAME		ACCOUNT #	PAGE #
Montecito Community Development District		1137482	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0006748013	Oct 1- Oct 31, 2024	November 20, 2024	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$431.23	

BILLING ACCOUNT NAME AND ADDRESS
Montecito Community Development District 2501 Burns RD # A Palm Beach Gardens, FL 33410-5207

Legal Entity: Gannett Media Corp.
Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.
All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com **FEDERAL ID** 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com.

Date	Description	Amount
10/1/24	Balance Forward	\$1,201.13
10/4/24	PAYMENT - THANK YOU	-\$978.36

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
10/21/24	10661087	BRE Brevard Florida Today	BOS Meeting Notice		\$208.46

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$431.23
Service Fee 3.99%	\$17.21
*Cash/Check/ACH Discount	-\$17.21
*Payment Amount by Cash/Check/ACH	\$431.23
Payment Amount by Credit Card	\$448.44

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Montecito Community Development District		1137482		0006748013		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$208.46	\$222.77	\$0.00	\$0.00	\$0.00	\$0.00	\$431.23
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY WITH CREDIT CARD PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$448.44
				To sign up for E-mailed invoices and online payments please contact abgspecial@gannett.com		

0001137482000000000000067480130004312367172

GAULT ELECTRIC LLC

P.O. BOX 1777
MELBOURNE, FL 32902
321-327-8988

CONTACT@GAULTELECTRIC321.COM

Invoice

Date	Invoice #
10/7/2024	09-16106

Bill To
MONTECITO CDD C/O ACCOUNTING 3501 QUADRANGLE BLVDE. #270 ORLANDO, FL 32817 ~321 777-9460 KISHA

Job Location
MONTECITO BEACH CLUB SATELLITE BEACH, FL

Due Date	P. O. #	Terms
11/6/2024		Net 30

Quantity	Description	Rate	Amount
	10/3/2024: REPLACED DEFECTIVE LAMPS AS NEEDED.		
2	26 WATT FILAMENT LAMP	106.50	213.00
1.75	BUCKET TRUCK RENTAL	20.00	35.00
	SERVICE CALL CHARGE	50.00	50.00
1.75	LABOR: ED GAULT AND CODY	160.00	280.00
	10/4/2024: REPLACED DEFECTIVE CONTACTOR AS NEEDED BY PLAYGROUND		
1	4-POLE CONTACTOR	103.20	103.20
0.75	LABOR: ED GAULT AND CODY	160.00	120.00

	Total	\$801.20
	Payments/Credits	\$0.00
	Balance Due	\$801.20

Modern Security Systems
 1129 ROCKLEDGE BLVD
 SUITE 102
 ROCKLEDGE, FL 32955



MONTECITO CDD

Invoice

Date	Invoice #
11/13/2024	06324

Job Location

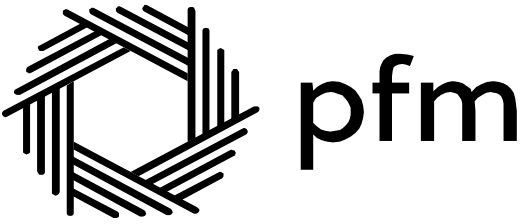
P.O. No.	Terms	Due Date	Rep	Account #
	Due on receipt	11/13/2024	FSR	

Qty	Description
2	4-CH 1080p HD-TVI Security Series DVR System
1	3TB HARD DRIVE
1	4 CHANNEL POWER SUPPLY
2	INSTALLATION

	Sales Tax (0.0%)	\$0.00
TO AVOID AN INVOICING FEE OF \$15.00 PAYMENT IS EXPECTED AT TIME OF SERVICE.	Total	\$1,224.00
	Payments/Credits	\$0.00
	Balance Due	\$1,224.00

CREDIT CARD CHARGES WILL INCUR A CONVENIENCE CHARGE OF 3%.

Phone #	Fax #	E-mail	Web Site
(321) 417-0001	(401) 463-7777	info@GoModernSecurity.com	www.GoModernSecurity.com



Date	Invoice Number
November 5, 2024	DM-11-2024-34
Payment Terms	Due Date
Upon Receipt	November 5, 2024

Bill To:
Montecito Community Development District
c/o PFM Group Consulting District Accounting Dep
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: November 2024

RECEIVED
By Stedman Valentine at 11:26 am, Nov 07, 2024

Professional Fees

\$4,166.67

Total Amount Due

\$4,166.67



Date	Invoice Number
November 13, 2024	OE-EXP-11-2024-20
Payment Terms	Due Date
Upon Receipt	November 13, 2024

Bill To:
Montecito Community Development District
c/o PFM Group Consulting District Accounting
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: October 2024 Fedex \$614.88

Expenses	\$614.88
Total Amount Due	\$614.88



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23227

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$704.13	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/20/2024	Irrigation Repair - West Clock Outage (Entire Single Family Section Down)	1	0.00	0.00
	Irrigation Repair- ICD Decoder 100	1	176.61	176.61
	Irrigation Repair- ICD Decoder 200	1	292.52	292.52
	Irrigation Repair- 3M Connectors	8	5.00	40.00
	Irrigation Repair- Labor	2	97.50	195.00

Thank you for your business!

TOTAL DUE \$704.13

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23228

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$476.80	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/19/2024	Irrigation Repair- West Outage Repair	1	0.00	0.00
	Irrigation Repair- Hunter 14/2 Wire	40	0.92	36.80
	Irrigation Repair- 3M Connections	10	5.00	50.00
	Irrigation Repair- Labor	4	97.50	390.00

Thank you for your business!

TOTAL DUE	\$476.80
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THANK YOU.

We appreciate your feedback. Please leave a review.

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NephtalieB@progreenservices.net

www.progreenservices.net

Invoice 23229

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$165.50	12/27/2024

PROPERTY

Montecito Townhomes

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/19/2024	Irrigation Repair- 137 Clemente	1	0.00	0.00
	Irrigation Repair- 6" Spray with Nozzle	2	17.75	35.50
	Irrigation Repair- Fittings	2	3.75	7.50
	Irrigation Repair- 1" Lateral	1	20.00	20.00
	Irrigation Repair-1" Fittings	1	5.00	5.00
	Irrigation Repair- Laborr	1	97.50	97.50

Thank you for your business!

TOTAL DUE	\$165.50
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THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23230

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$231.53	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair- East Controller Zone 6 Lateral Break and 112 Redondo Easement area	1	0.00	0.00
	Irrigation Repair- 2" Lateral	1	55.00	55.00
	Irrigation Repair- 2" slip Fix	1	32.28	32.28
	Irrigation Repair- 2" fittings	3	11.00	33.00
	Irrigation Repair- Lateral	1	10.00	10.00
	Irrigation Repair- Fittings	1	3.75	3.75
	Irrigation Repair- Labor	1	97.50	97.50

Thank you for your business!

TOTAL DUE \$231.53

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtalieB@progreenservices.net

www.progreenservices.net

Invoice 23231

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$564.27	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/13/2024	Irrigation Repair- Clubhouse Inspections Zones 1-40	1	0.00	0.00
	Irrigation Repair- 6" Spray Nozzles	8	17.75	142.00
	Irrigation Repair- Nozzles	7	4.25	29.75
	Irrigation Repair- Rotor	4	29.87	119.48
	Irrigation Repair- Laterals	3	10.00	30.00
	Irrigation Repair- 1" Laterals	1	20.00	20.00
	Irrigation Repair- Fittings	5	3.75	18.75
	Irrigation Repair- 1" Slip Fix	1	9.29	9.29
	Irrigation Repair- Labor	2	97.50	195.00

Thank you for your business!

TOTAL DUE

\$564.27

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23232

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$579.62	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/11/2024	Irrigation Repair- East Controller Inspections	1	0.00	0.00
	Irrigation Repair- 6" Spray with Nozzle	8	17.75	142.00
	Irrigation Repair- Rotor	1	29.87	29.87
	Irrigation Repair- Nozzle	13	4.25	55.25
	Irrigation Repair- Lateral	3	10.00	30.00
	Irrigation Repair- Fittings	8	3.75	30.00
	Irrigation Repair- Labor	3	97.50	292.50

Thank you for your business!

TOTAL DUE	\$579.62
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THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23237

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$395.00	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/30/2024	Irrigation Repair- 686 Palos Verde Stuck Valve	1	0.00	0.00
	Irrigation Repair- 2" Hunter ICV Valve	1	297.50	297.50
	Irrigation Repair- Labor	1	97.50	97.50

Thank you for your business!

TOTAL DUE \$395.00

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtalieB@progreenservices.net

www.progreenservices.net

Invoice 23238

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$554.78	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/30/2024	Irrigation Repair- Clubhouse Controller Mainline Break at 714 Carlsbad	1	0.00	0.00
	Irrigation Repair- 2" mainline Repair	3	55.00	165.00
	Irrigation Repair- 2" Slip Fix	1	32.28	32.28
	Irrigation Repair- 2" Fittings	5	11.00	55.00
	Irrigation Repair- Lateral	1	10.00	10.00
	Irrigation Repair- Labor	3	97.50	292.50

Thank you for your business!

TOTAL DUE \$554.78

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtalieB@progreenservices.net

www.progreenservices.net

Invoice 23241

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$566.35	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/13/2024	Irrigation Repair- Clubhouse Controller Inspections 43-84 zones	1	0.00	0.00
	Irrigation Repair- 6" Spray with Nozzle	3	17.75	53.25
	Irrigation Repair- Nozzle	10	4.25	42.50
	Irrigation Repair- Rotor	5	29.87	149.35
	Irrigation Repair - Lateral	4	10.00	40.00
	Irrigation Repair- Fittings	10	3.75	37.50
	Irrigation Repair	2.50	97.50	243.75

Thank you for your business!

TOTAL DUE	\$566.35
-----------	-----------------

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23242

BILL TO

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	PLEASE PAY	DUE DATE
11/27/2024	\$410.02	12/27/2024

PROPERTY

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
10/29/2024	Irrigation Repair- West Controller Zones 37 and 38	1	0.00	0.00
	Irrigation Repair- ICD 200 Decoder	1	292.52	292.52
	Irrigation Repair- 3M Connectors	4	5.00	20.00
	Irrigation Repair- Labor	1	97.50	97.50

Thank you for your business!

TOTAL DUE	\$410.02
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THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



Sonitrol of Tallahassee Inc
 FEID #591822025
Remittance Address:
 1136 Thomasville Road
 Tallahassee, FL 32303
 (850) 205-5000

<h1>Invoice</h1>	
Invoice Number 554960	Date 9/25/2024
Customer Number R5C002107	Terms Net 30

Total Due: \$588.55

To: Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410

Site Location: Montecito Community
208 Montecito Drive
Satellite Beach, FL 32937

TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Customer Number	PO Number	Invoice Date	Terms
R5C002107		9/25/2024	Net 30

Description	Quantity	Rate	Amount
Montecito Community - 208 Montecito Drive, Satellite Beach, FL			
Fire Alarm Test & Inspection 10/01/2024 - 10/31/2024	1.00	\$40.85	\$40.85
Access Control Services 10/01/2024 - 10/31/2024	1.00	\$240.84	\$240.84
Fire Services 10/01/2024 - 10/31/2024	1.00	\$159.88	\$159.88
Intrusion Services 10/01/2024 - 10/31/2024	1.00	\$146.98	\$146.98
Subtotal:			\$588.55
Tax			\$0.00
Payments/Credits Applied			\$0.00

Date	Invoice #	Description	Amount	Balance Due
9/25/2024	554960	Recurring Services	\$588.55	\$588.55



Sonitrol of Tallahassee Inc
 FEID #591822025
Remittance Address:
 1136 Thomasville Road
 Tallahassee, FL 32303
 (850) 205-5000

<h1>Invoice</h1>	
Invoice Number 559804	Date 10/25/2024
Customer Number R5C002107	Terms Net 30

Total Due: \$588.55

To: Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410

Site Location: Montecito Community
208 Montecito Drive
Satellite Beach, FL 32937

TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Customer Number	PO Number	Invoice Date	Terms
R5C002107		10/25/2024	Net 30

Description	Quantity	Rate	Amount
Montecito Community - 208 Montecito Drive, Satellite Beach, FL			
Fire Alarm Test & Inspection 11/01/2024 - 11/30/2024	1.00	\$40.85	\$40.85
Access Control Services 11/01/2024 - 11/30/2024	1.00	\$240.84	\$240.84
Fire Services 11/01/2024 - 11/30/2024	1.00	\$159.88	\$159.88
Intrusion Services 11/01/2024 - 11/30/2024	1.00	\$146.98	\$146.98
Subtotal:			\$588.55
Tax			\$0.00
Payments/Credits Applied			\$0.00

Date	Invoice #	Description	Amount	Balance Due
10/25/2024	559804	Recurring Services	\$588.55	\$588.55



Sonitrol of Tallahassee Inc
 FEID #591822025
Remittance Address:
 1136 Thomasville Road
 Tallahassee, FL 32303
 (850) 205-5000

<h1>Invoice</h1>	
Invoice Number 563238	Date 11/08/2024
Customer Number R5C002107	Terms Net 30

Total Due: \$59.00

To: Special District Services
2501A Burns Road
Palm Beach Gardens, FL 33410

Site Location: Montecito Community
208 Montecito Drive
Satellite Beach, FL 32937

TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Customer Number	PO Number	Invoice Date	Terms
R5C002107		11/08/2024	Net 30

Description	Quantity	Rate	Amount
Montecito Community - 208 Montecito Drive, Satellite Beach, FL			
50 Point Addressable Fire Alarm Panel	1.00	\$0.00	\$0.00
Silent Knight Wireless Swift AV Base Wall Mnt	1.00	\$0.00	\$0.00
Horn Strobe Wall Mount Two Wire Red	1.00	\$0.00	\$0.00
Trip Charge	1.00	\$59.00	\$59.00
Subtotal:			\$59.00
Tax			\$0.00
Payments/Credits Applied			\$0.00

Date	Invoice #	Description	Amount	Balance Due
11/8/2024	563238	Service	\$59.00	\$59.00

Replaced horn/strobe. Cleared ground fault on secondary annunciator circuit. Programmed panel for new device.

Montecito

COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: 11/13/2024

(\$200.00 per Supervisor per Meeting)

Board Members:	Present	Absent	Fee
Ed Henson	<u>✓</u>	<u> </u>	<u>\$200</u>
Catherine LeCesne	<u>✓</u>	<u> </u>	<u>\$200</u>
Tanja Glynn	<u>✓</u>	<u> </u>	<u>\$200</u>
Rich Wellman	<u>✓</u>	<u> </u>	<u>\$200</u>
		Total:	<u>\$800</u>

Approved For Payment:



Chairman / Secretary

11/13/2024

Date

Catherine LeCesne

148 Redondo Dr.
Satellite Beach, FL 32937

INVOICE # 2024.11.13

Date: 11/13/24

BILL TO

Montecito CDD
3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817

FOR

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - November 13, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

George E. Henson

153 Montecito Dr.
Satellite Beach, FL 32937

INVOICE # 2024.11.13

Date: 11/13/24

BILL TO

Montecito CDD
3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817

FOR

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - November 13, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

Rich Wellman

710 Ventura Dr.
Satellite Beach, FL 32937

INVOICE # 2024.11.13

Date: 11/13/24

BILL TO

Montecito CDD
3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817

FOR

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - November 13, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

Tanja Glynn

699 Monterey Dr.
Satellite Beach, FL 32937

INVOICE # 2024.11.13

Date: 11/13/24

BILL TO

Montecito CDD
3501 Quadrangle Blvd., Ste. 270, Orlando, FL 32817

FOR

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - November 13, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

Montecito Community Development District

Review of District Financial Statements





Montecito CDD

November 2024 Financial Package

November 30, 2024

PFM Group Consulting, LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
(407) 723-5900



Montecito CDD Financial Summary

12/4/2024

General Fund

Cash in Bank

Funds currently sitting in Bank United:

MMA 9900	\$ 26,483.74	excess operating funds
MMA 5005	26,340.80	Capital Reserve Fund
	<hr/>	
	\$ 52,824.54	

Create meeting minutes today to remove signors Darrin Mossing and Katie Costa (GMS)
Add new signors. Send meeting minutes to Bank United for transfer of funds to VNB

Credit Card

Truist Credit Card has been paid off

Valley Bank Debit card has been issued and is in-use by Vesta (GM)

Debit card will avoid any possible late fees and interest

Accounts Payable

Set Chairman up in AvidXchange to begin process of PA#2 payments

Revenues

On-Roll assessments have begun processing (\$150K)

Interest income has started from Valley National Bank for November (\$1,775.83)

Expenses

PA #1 \$85k was successfully paid

PA #2 \$18k is set up for payment

Debt Service

Residents calling in to inquire about payoff amounts has been successful

Can email request to estoppels@pfm.com



Montecito CDD
Statement of Financial Position
As of 11/30/2024

	General Fund	Debt Service	Long Term Debt	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$215,428.13			\$215,428.13
Money Market Account	78,217.36			78,217.36
Capital Reserve Fund	221,921.70			221,921.70
Bank United MMA	53,020.91			53,020.91
Revenue Fund S2022		\$49,783.68		49,783.68
Debt Service Interest S2022		6.15		6.15
Debt Service Reserve S2022		34,848.14		34,848.14
Redemption Prepayment S2022		9,078.16		9,078.16
Total Current Assets	<u>\$568,588.10</u>	<u>\$93,716.13</u>	<u>\$0.00</u>	<u>\$662,304.23</u>
<u>Investments</u>				
Amount Available in Debt Service Funds			\$93,716.13	\$93,716.13
Amount To Be Provided			3,256,283.87	3,256,283.87
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,350,000.00</u>	<u>\$3,350,000.00</u>
Total Assets	<u>\$568,588.10</u>	<u>\$93,716.13</u>	<u>\$3,350,000.00</u>	<u>\$4,012,304.23</u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$0.00	\$0.00	\$0.00	\$0.00
Total Current Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Long Term Liabilities</u>				
Revenue Bonds Payable - Long Term	\$0.00	\$0.00	\$3,350,000.00	\$3,350,000.00
Total Current Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,350,000.00</u>	<u>\$3,350,000.00</u>
Total Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,350,000.00</u>	<u>\$3,350,000.00</u>
<u>Net Assets</u>				
Current Year Net Assets, Unrestricted	\$203,070.13			\$203,070.13
Current Year Net Assets - General Govt	365,517.97			365,517.97
Current Year Net Assets, Unrestricted		\$135,629.04		135,629.04
Current Year Net Assets - General Govt		(41,912.91)		(41,912.91)
Total Net Assets	<u>\$568,588.10</u>	<u>\$93,716.13</u>	<u>\$0.00</u>	<u>\$662,304.23</u>
Total Liabilities and Net Assets	<u>\$568,588.10</u>	<u>\$93,716.13</u>	<u>\$3,350,000.00</u>	<u>\$4,012,304.23</u>



Montecito CDD
 Budget to Actual
 For The Month Ending 11/30/2024

	Year To Date			FY 2025 Adopted Budget	Percentage
	Actual	Budget	Variance		
<u>Revenues</u>					
O&M Assessments	\$114,064.38	\$168,740.96	\$(54,676.58)	\$1,012,445.76	11.27%
Interest Income	1,775.83	83.33	1,692.50	500.00	355.17%
Townhome Mailbox Maintenance	180.25	240.00	(59.75)	1,440.00	12.52%
Net Revenues	\$116,020.46	\$169,064.29	\$(53,043.84)	1,014,385.76	11.44%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$800.00	\$2,000.00	\$(1,200.00)	\$12,000.00	6.67%
Insurance	46,992.00	7,871.17	39,120.83	47,227.00	99.50%
District Management	4,166.67	9,000.00	(4,833.33)	54,000.00	7.72%
Assessment Administration	-	883.33	(883.33)	5,300.00	-
Trustee Fees	-	541.67	(541.67)	3,250.00	-
Engineering	4,405.00	7,500.00	(3,095.00)	45,000.00	9.79%
District Counsel	4,582.50	6,666.67	(2,084.17)	40,000.00	11.46%
Legal Advertising	222.77	250.00	(27.23)	1,500.00	14.85%
Auditing Services	-	733.33	(733.33)	4,400.00	-
Arbitrage Rebate Calculation	-	75.00	(75.00)	450.00	-
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00	100.00%
Website Maintenance	-	683.33	(683.33)	4,100.00	-
Contingency/Miscellaneous	71.59	400.00	(328.41)	2,400.00	2.98%
Total General & Administrative Expenses	\$61,415.53	\$36,633.67	\$24,781.86	\$219,802.00	27.94%
<u>Maintenance Expenses</u>					
Facility Attendant & General Mgmt. Contract	\$27,040.94	\$27,207.67	\$(166.73)	\$163,246.00	16.56%
<u>Amenity Center Operations</u>					
Repairs & Maint. (Non-HVAC)	-	1,666.67	(1,666.67)	10,000.00	-
HVAC Repairs & Maint.	2,873.00	458.33	2,414.67	2,750.00	104.47%
Office Supplies	-	166.67	(166.67)	1,000.00	-
Janitorial Supplies	-	208.33	(208.33)	1,250.00	-
Janitorial Services	2,160.00	2,090.00	70.00	12,540.00	17.22%
Pest Control & Termite Bond	82.00	200.50	(118.50)	1,203.00	6.82%
Fitness Equipment Repairs & Maint.	168.44	500.00	(331.56)	3,000.00	5.61%
Playground Repairs & Maint.	-	166.67	(166.67)	1,000.00	-
Pool Service Repairs & Maint.	9,329.50	3,000.00	6,329.50	18,000.00	51.83%
Total Amenity Center	\$14,612.94	\$8,457.17	\$6,155.77	\$50,743.00	28.80%
<u>Irrigation</u>					
Irrigation Repairs & Maint.	\$2,353.93	\$8,333.33	\$(5,979.40)	\$50,000.00	4.71%
Irrigation Monitoring	1,097.80	1,166.67	(68.87)	7,000.00	15.68%
Hoover Pumps Repairs & Maint.	-	2,916.67	(2,916.67)	17,500.00	-
Total Irrigation	\$3,451.73	\$12,416.67	\$(8,964.94)	\$74,500.00	4.63%



Montecito CDD
Statement of Activities
As of 11/30/2024

	General Fund	Series 2022	Total
<u>Revenues</u>			
On Roll Assessments	\$114,064.38	\$36,198.27	\$150,262.65
Interest Income	1,775.83	1,002.62	2,778.45
Townhome Mailbox Maintenance	180.25	-	180.25
Total Revenues	<u>\$116,020.46</u>	<u>\$37,200.89</u>	<u>\$153,221.35</u>
<u>Expenses</u>			
Supervisor Fees	\$800.00		\$800.00
Insurance	46,992.00		46,992.00
Management	4,166.67		4,166.67
Field Management	27,040.94		27,040.94
Engineering	4,405.00		4,405.00
District Counsel	4,582.50		4,582.50
Janitorial Service	2,160.00		2,160.00
Legal Advertising	222.77		222.77
Bank Fees	71.59		71.59
Dues, Licenses, and Fees	175.00		175.00
Electric	3,370.34		3,370.34
Irrigation	2,353.93		2,353.93
Fountains	6,275.00		6,275.00
Irrigation Monitoring	1,097.80		1,097.80
Amenity - Pool Maintenance	9,329.50		9,329.50
Lake Maintenance	2,440.00		2,440.00
Landscaping Maintenance & Material	13,000.00		13,000.00
Tree Trimming	2,900.00		2,900.00
HVAC	2,873.00		2,873.00
Pest Control	82.00		82.00
Gate - R&M	1,182.00		1,182.00
Fitness Facility	168.44		168.44
Interest Payment	-	\$52,422.30	52,422.30
Total Expenses	<u>\$135,688.48</u>	<u>\$52,422.30</u>	<u>\$188,110.78</u>
Change In Net Assets	(\$19,668.02)	(\$15,221.41)	(\$34,889.43)
Net Assets At Beginning Of Year	<u>\$203,070.13</u>	<u>\$135,629.04</u>	<u>\$338,699.17</u>
Net Assets At End Of Year	<u><u>\$183,402.11</u></u>	<u><u>\$120,407.63</u></u>	<u><u>\$303,809.74</u></u>



Montecito CDD
 Budget to Actual
 For The Month Ending 11/30/2024

	Year To Date			FY 2025 Adopted Budget	Percentage
	Actual	Budget	Variance		
Stormwater Control					
Aquatic Maint. & Repairs	\$8,715.00	\$2,583.33	\$6,131.67	\$15,500.00	56.23%
Landscaping					
Landscaping Contracted Services	\$13,000.00	\$13,666.67	\$(666.67)	\$82,000.00	15.85%
Additional Landscaping Repairs & Maint.	-	1,666.67	(1,666.67)	10,000.00	-
Plant Replacement	-	400.00	(400.00)	2,400.00	-
Mulch	-	2,500.00	(2,500.00)	15,000.00	-
Palm Tree Maint.	2,900.00	2,572.50	327.50	15,435.00	18.79%
Oak Tree Maint.	-	1,194.50	(1,194.50)	7,167.00	-
Total Landscaping	\$15,900.00	\$22,000.33	\$(6,100.33)	\$132,002.00	12.05%
Common Areas, Right of Ways & Walls					
Streetlight Repairs & Maint.	\$0.00	\$1,500.00	\$(1,500.00)	\$9,000.00	-
Entry Vehicular Gates Repairs & Maint.	1,182.00	3,333.33	(2,151.33)	20,000.00	5.91%
Pedestrian Entry Gates & Walls Maint.	-	833.33	(833.33)	5,000.00	-
Common Area Repairs & Maint.	-	2,000.00	(2,000.00)	12,000.00	-
Total Common Areas, Right of Ways & Walls	\$1,182.00	\$7,666.67	\$(6,484.67)	\$46,000.00	2.57%
Security Monitoring Services					
Fire Detection Services	\$0.00	\$405.33	\$(405.33)	\$2,432.00	-
Access Control Services	-	486.33	(486.33)	2,918.00	-
Intrusion Services	-	296.67	(296.67)	1,780.00	-
Security Monitoring Repairs & Maint.	-	478.33	(478.33)	2,870.00	-
Total Security Monitoring Services	\$0.00	\$1,666.67	\$(1,666.67)	\$10,000.00	0.00%
Utilities					
Electric Services	\$3,370.34	\$10,833.33	\$(7,462.99)	\$65,000.00	5.19%
Telephone, Internet	-	657.67	(657.67)	3,946.00	-
Water & Sewer Services	-	666.67	(666.67)	4,000.00	-
Gate Kiosk Internet Services	-	475.00	(475.00)	2,850.00	-
Total Utilities	\$3,370.34	\$12,632.67	\$(9,262.33)	\$75,796.00	4.45%
Extraordinary Services					
Townhome Mailboxes Maint	\$0.00	\$240.00	\$(240.00)	\$1,440.00	-
Total Maintenance Expenses	\$74,272.95	\$94,871.17	\$(20,598.22)	\$569,227.00	13.05%
Other Financing Uses					
Reserves	\$0.00	\$37,559.46	\$(37,559.46)	\$225,356.76	-
Total Reserves	\$0.00	\$37,559.46	\$(37,559.46)	\$225,356.76	0.00%
Total Expenses	\$135,688.48	\$169,064.29	\$(33,375.81)	\$1,014,385.76	13.38%
Income (Loss) from Operations	\$(19,668.02)	\$0.00	\$(19,668.02)	\$0.00	

Montecito Community Development District

Review of ProGreen Services LLC Proposals



Date: 11/27/24

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Meetings:

Met Kisha General Manager weekly during the month. Provided Kisha with a summary of existing projects and tour of the property.

Task: Report Half of November activities due to the rescheduled meeting date from October.

End of Week 11/8 –

- Sod installed in the verge area of 304 Point Lobos
- Sprayed Trim Tech growth regulator along the Green Island Ficus Hedge east of Ventura and Clemente
- Trimmed pool areas around the clubhouse
- Trimmed CDD areas on the shearwater entrance
- Sprayed the following verge areas for sod replacement - 289/359/389 Montecito 629/729 Monterrey
- Trimmed easement areas on Clemente
- Trimmed and Cleaned up Shearwater entrance - Thinned out the palms
- Trimmed CDD easement areas on Ventura

End of Week 11/15 –

- Provided mowing services in the CDD easement areas of the townhomes
- Dead - oak tree branch outside the East South wall. Has been removed
- Weeds - around the playground and clubhouse pump station - Have been treated.
- Walking path along to the Single-Family Homes - Has been detailed and will re submit the quote for the edging to the board.
- Provided mowing services in the CDD easement areas of the townhomes
- Provided turf weed control and fertilizer in the single-family homes
- Trimmed coconut palm at the mailbox section off Ventura
- Removed a small dead palm from the right side of the clubhouse in the natural area.

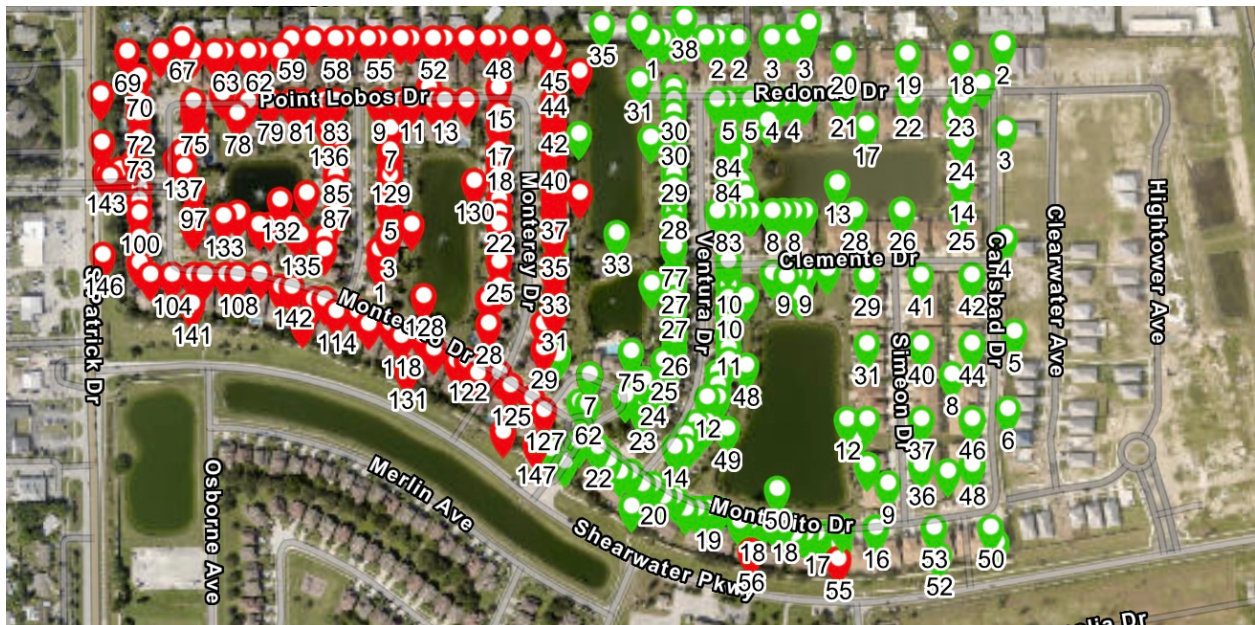
End of Week 11/22 –

- Trimmed and Detailed easement areas in the townhomes sections along Redondo (Northside)
- Was notified by Insight (Angie) about an outage on the West Controller
- Trimmed and Detailed front and back of townhomes sections along Redondo (Northside)
- Investigated the irrigation outage on the SF side of the property. Repaired the mainline break along Carlsbad in the fence area.
- Prepped areas for Sod in the single-family verge sections.
- Trimmed easement by the mailboxes on Ventura as well as on Montecito Dr in the townhome areas.
- Repaired the irrigation outage (2 Bad Decoders) on the single-family section and notified Kisha and Beth.
- Completed wet checks on the Clubhouse controller.
- Installed Sod in designated areas in the single-family verge areas. Trimmed the ornamental grasses at the South Patrick entrance pedestal pots. Removed the flowers from the clubhouse and pool pots. New flowers are scheduled for installation in the next few days.
- Trimming the palms along the fence on Carlsbad.
- Installing sod along the designated verge areas in the Single-Family section.
- Discussed removing 2 trees along SE corner of Montecito and Simeon in the town home areas that are leaning and damaged from the hurricane. As well as removing and replace the shrubs along the north easement wall of 716 Simeon Dr. Will provide a quote to Kisha.

End of Week 11/27 –

- Was notified by Insight (Angie) about an outage on the West Controller
- Crew installing Sod in the single-family verge sections
- Beth sent out a note to the Single-Family section regarding the outage.
- Discussed needing an update on the attached quotes for irrigation repairs - Quotes 7574 /7382 /7452.
- Provided a schedule for the irrigation repair that is under the pavers at the shearwater entrance. Scheduled for the first week of December. It will be necessary to shut down one lane of traffic to complete the repair.
- Investigated the irrigation outage on the Single-Family side of the property. One section has been repaired and is operational still working on the additional section that is down.
- Provided an update to Angie and Insight regarding the outage.
- Trimmed areas at the South Patrick Entrance.
- Crew installing Sod in the single-family verge sections

Current Irrigation Map: 11/27/24





Maintenance Service Schedule:

We have adjusted the staffing and schedule to daily. We are staffing positions and scheduling work on a Monday – Friday basis for the community. We are on our every other week mowing schedule.



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtalieB@progreenservices.net

www.progreenservices.net

Estimate 7574

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD c/o Accounting 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817	11/27/2024	\$2,239.64

PROPERTY
Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair- West Controller 709 Monterey to 689 Monterey 2 Wire Fault	1	0.00	0.00
	Irrigation Repair- Hunter 14/2 Wire	130	0.92	119.60
	Irrigation Repair- Conduit	13	40.00	520.00
	Irrigation Repair- 3M Connectors	8	5.00	40.00
	Irrigation Repair- ICD 200 Decoders	2	292.52	585.04
	Irrigation Repair- Labor	10	97.50	975.00

We appreciate the opportunity!

TOTAL **\$2,239.64**

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



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Estimate 7382

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD c/o Accounting 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817	10/22/2024	\$2,411.32

PROPERTY
Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair- Outage zones 29 and 30 due to contractor cutting the 2 wire during the pool install.	1	0.00	0.00
	Irrigation Repair- 14/2 Wire	140	0.92	128.80
	Irrigation Repair- Conduit	14	40.00	560.00
	Irrigation Repair-3M Connections	10	5.00	50.00
	Irrigation Repair- ICD 200 Decoder	1	292.52	292.52
	Irrigation Repair- Laborer	8	75.00	600.00
	Irrigation Repair- Labor Tech	8	97.50	780.00

We appreciate the opportunity!

TOTAL **\$2,411.32**

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



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Greenacres, FL 33463

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NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 7452

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD 219 E. Livingston Street Orlando, FL 32801	11/01/2024	\$2,039.60

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

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair Outage West Pump Controller 669 - 689 Monterey Outage	1	0.00	0.00
	Irrigation Repair - Hunter 14/2 Wire	130	0.92	119.60
	Irrigation Repair Conduit	13	40.00	520.00
	Irrigation Repair 3M Connectors	4	5.00	20.00
	Irrigation Repair - Labor	8	75.00	600.00
	Irrigation Repair Labor - Tech	8	97.50	780.00

We appreciate the opportunity!

TOTAL **\$2,039.60**

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>

Montecito Community Development District

District Counsel



Montecito Community Development District

District Engineer



Montecito Community Development District

District Manager



Montecito Community Development District

General Manager



Montecito Community Development District

General Manager's Report



Montecito CDD

208 Montecito Drive, Satellite Beach, Florida

321-777-9460

General Manager: Kisha Wagner

General Manager Summary Report

1. Risk Assessment

- **Risk Level:** Medium / High
- **Factors Considered:**
 - **Sinkhole:** Waiting for the small project agreement to be signed by vendor.
 - **Sidewalk:** Quote approved. Waiting for an ETA.
 - **Playground:** UPDATE – Quotes provided to the District for review.
 - **\$107,155.94** for the removal of existing poured rubber surface and installing rubber playground mulch. Removing and building Zone 50'x42' PARKSVILLE with INTEGRATED SHADE.
 - **\$89,720.00** for SKYLER with RIGID LEAD ROOF Zone 40'x42'.
 - **\$125,266.77** Supply and Install Augusta play structure. Install 2600 square feet of poured in place rubber surfacing, with a 50% color tpv and 50%
 - **Repair – Welder: Playground repair- \$3,500** Wire brushing, rust inhibitor and primer. Cut ring shorter and reweld plus fixing slide legs.

Inspection scheduled: November 27th, 2024

2. Montecito CDD Rules and Regulations

- **Information can be acquired by visiting our website:** www.montecitocdd.org

3. Updates and Reviews

- **Treadmill: Replacement**
 - : **\$7,695.00** Sports Art Commercial Treadmill Model 645L (5 years warranty) & 1 YEAR free maintenance
 - **\$5,269.00** LifeFitness Aspire Treadmill SL Model (ASPT-SL) (1 year warranty)
 - **\$6,495.00** Sports Art Commercial Treadmills Model T645L.
- **Treadmill Repair:**
 - **\$792.38** RBT031T Running Belt, Thermoplastic Urethane, Pre-Treated (Aftermarket) NO WARRANTY
 - **\$1,945.00** Install new running belts and decks on treadmills.

- **Bike Replacement: Due to age and rust**
 - **\$4,595.00** Sports Art Commercial Recumbent Bike Model C574R.
 - **\$2,000.00** Sports Art Upright Bike Model #C535.

4. CDD Community Areas

- **Clubhouse:**
 - No electrical or plumbing issues found.
 - Windows and doors are in good working condition.
 - Security panels are working properly.
 - No pest issues found.
 - No visible structure issues found.
- **Pest Control Service:**
 - **Bi-monthly:**

Vendors comment:

Pest Control - Commercial Bi Monthly

I did a visual inspection around the property, looking for any insect activity, and I did not see anything at this time. I performed a preventive maintenance procedure around the perimeter of the clubhouse by applying a liquid insecticide and a granular bait to create a barrier to help in the prevention of general household pest from entering the clubhouse. I swept the eaves, windows and doorways to remove all spiderwebs and wasp nest that was present during time of service. All looks good now. Thank you for using Stark Exterminators for your pest control needs. Have a great day

- **Easement Areas:** ProGreen working on affected areas.
- **Lakes and Fountains:**
 - **Fountain #1 (Lake Coquina):** Working properly.
 - **Fountain #2 (Lake Pacifica):** Working properly.
 - **Fountain #3 (Lake Sonoma):** Working properly.
 - **Fountain #4 (Lake Catalina):** Working properly.
 - **Fountain #5 (Lake Valencia)** – Fountain installed on 11/26.
 - **Fountain #6 (Lake Pasadena)-** Working properly.
- **Storm drainage:** Clear of visible debris.
- **Pedestrian gates:**
 - **South Patrick Entrance:** Working properly.
 - **Shearwater:** Waiting for quote.
 - **Montecito Entrance:** Working properly.
 - **Redondo:** No gate installed.
- **Vehicle gates:**

- **South Patrick:** Serviced on 11/22. The issue persists. Tech scheduled 12/03.
- **Montecito Drive:** Serviced on 11/22. The issue persists. Tech scheduled 12/03.
- **Pool and Pool area:**
 - **Furniture:** Good condition.
 - **Bathrooms:** No issues found.
 - **Shower:** No issues found.
 - **Gates:** No issues found.
 - **Pest inspection:** No issues found.
- **Street lighting and Poles:** Inspection scheduled.
- **Street / Parking:** Project in discussion “Community street sealing project”

5. Ticket System

All CDD issues must be submitted through the tickets system by visiting the District website: www.montecitocdd.org

- **Ongoing Monitoring:** Continuous monitoring and promptly responded to all tickets, ensuring that each one was addressed and resolved within a 24-48hour timeframe. All tickets related to landscaping are forwarded to ProGreen for immediate action.

Montecito Community Development District

Review and Consideration of Creative Recreation Products Proposal



General Terms

Acceptance by signature below indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Client agrees to Payment Schedule listed on final Quote/Invoice. Deposit for materials total, sales tax and permitting (if applicable) due with order, Balance due within 14 days of completion. Agreement becomes effective upon receipt of Deposit.
- Changes in the field will be treated as a change order and a fair price agreed upon.
- A 2.9% transaction fee will apply for credit card payments.
- Please specify all color selections in writing, Creative Recreation Products (CRP) is not responsible for any discrepancies due to oral color selections.

Installation Overview

Creative Recreation Products installation services include:

- Acceptance, unloading and inspection of materials prior to installation.
- If needed, Underground Utility Check – Sunshine State 811 One Call only.
- Installation of equipment and materials according to manufacturer’s instructions.
- Installation services assume level dirt site, clear of underground obstacles. Excessive underground obstructions – such as rocks, concrete, pipes, drainage systems, roots, water, irrigation – may result in additional charges.
- Trash Clean Up (Dumpster or disposal provided by Client unless otherwise specified).
- On-site disposal of spoils in the case of large footers. Off-site extra, if needed.
- CRP will take every precaution to prevent damage, however, is not responsible for any damage caused by the normal installation of our product such as sod, concrete sidewalks, private underground utilities, etc., as well as any costs associated with limiting damage such as plywood over sod for access.

Client Responsibilities:

- Provide access to site for heavy trucks and equipment as well as secure site for storage and staging of materials and equipment.
- Provide access to nearby water and electricity for operating equipment and mixing concrete.
- Trash Disposal unless otherwise specified.
- Clearly mark any private-party utilities, irrigation systems or other underground obstructions. CRP will attempt to cap off any small irrigation pipes encountered but is not responsible for repair or re-routing around footers.
- Safety surfacing per CPSC guidelines and ASTM standards, unless contracted to CRP as part of this agreement.

Optional Responsibilities:

- Removal and disposal of existing equipment.
- Site preparation including leveling, grading, clearing, drainage, etc.
- If permitting - Building department fees, engineered drawings, site plan or survey, as required.

All other responsibilities must be clearly outlined in the applicable quotation/invoice or will be the responsibility of Client.

Acceptance Signature _____

Date _____

Printed Name _____

Title _____

Creative Recreation Products Quote 7880

3000 W State Road 426

Oviedo, FL 32765 US

407.695.8855

FLplaygrounds@gmail.com



ADDRESS	SHIP TO	DATE	TOTAL
Montecito Community Devel 208 Montecito Dr. Satellite Beach, FL 32937	Montecito Community Devel 208 Montecito Dr. Satellite Beach, FL 32937	10/31/2024	\$107,155.94

QTY	DESCRIPTION	RATE	AMOUNT
	Option 1: comparable playset		
1	Removal of existing equipment	3,600.00	3,600.00
2,250	Removal of existing poured rubber (assumes dimensions of 45'x50' or 2250 SF)	3.90	8,775.00
3	Dumpster Rental, hauling and disposal of old equipment/spoils. Includes dump fees.	990.00	2,970.00
1	Machine rental	1,250.00	1,250.00
1	Metal Commercial Play System: PARKSVILLE with INTEGRATED SHADE Use Zone 50'x42' Colors TBD.	39,986.00	39,986.00T
1	Installation - Includes removing a section of fence for access, and replacing it after installation	19,900.00	19,900.00
1	Inbound freight	2,400.00	2,400.00
	Ground cover: loose rubber mulch, option to upgrade to poured rubber or turf		
42	8" Molded Playground Borders - 4' long	65.00	2,730.00T
2,250	Commercial Weedblock Fabric, per square foot. Includes freight and installation.	0.75	1,687.50T
17	Rubber Playground Mulch (per 2000 lb. pallet)	995.00	16,915.00T
	Optional upgrade to poured rubber or turf: add approximately \$26,000. EPDM topcoat (over standard poured rubber surface) add additional \$11,500		
1	Permitting Services; includes site plan	1,500.00	1,500.00
1	City/County Building Dept Fees (estimated)	1,500.00	1,500.00

Quote valid for 30 days. We look forward to working with you!

QTY DESCRIPTION	RATE	AMOUNT
-----------------	------	--------

NOTES:

- Drainage or other site prep issues TBD
- Deposit for Materials Total and Permitting due with order.
- Balance due upon completion: Net 15.
- Excessive underground obstacles may result in additional labor.
- There is a 2.9% transaction fee if paying by credit card.
- See CP Terms doc for additional details.
- We will match any competitor's comparable bid.

OPTIONAL: POPULAR ACCESSORIES

- Amenities (e.g., benches, tables, trash cans, grills)
- free-standing shade
- Doggie valet station

SUBTOTAL	103,213.50
TAX	3,942.44

TOTAL	\$107,155.94
-------	---------------------

THANK YOU.

Accepted By

Accepted Date

Creative Recreation Products Quote 7884

3000 W State Road 426

Oviedo, FL 32765 US

407.695.8855

FLplaygrounds@gmail.com



ADDRESS	SHIP TO	DATE	TOTAL
Montecito Community Devel 208 Montecito Dr. Satellite Beach, FL 32937	Montecito Community Devel 208 Montecito Dr. Satellite Beach, FL 32937	11/01/2024	\$89,720.00

QTY	DESCRIPTION	RATE	AMOUNT
	Option 2: smaller playset, with leaf roof		
1	Removal of existing equipment	3,600.00	3,600.00
2,250	Removal of existing poured rubber (assumes dimensions of 45'x50' or 2250 SF)	3.90	8,775.00
3	Dumpster Rental, hauling and disposal of old equipment/spoils. Includes dump fees.	990.00	2,970.00
1	Machine rental	1,250.00	1,250.00
1	Metal Commercial Play System: SKYLER with RIGID LEAD ROOF Use Zone 40'x42' Colors TBD. Upgrade to fabric shade roof, add \$10,250 plus additional tax and freight	28,537.00	28,537.00T
1	Installation - Includes removing a section of fence for access, and replacing it after installation	14,900.00	14,900.00
1	Inbound freight	2,100.00	2,100.00
	Ground Cover: loose rubber mulch, option to upgrade to poured rubber or turf		
42	8" Molded Playground Borders - 4' long.	65.00	2,730.00T
17	Rubber Playground Mulch (per 2000 lb. pallet)	995.00	16,915.00T
2,250	Commercial Weedblock Fabric, per square foot. Includes freight and installation. Optional upgrade to poured rubber or turf: add approximately \$26,000 EPDM topcoat (pebbly surface laid over standard poured rubber surface) add additional \$11,500	0.75	1,687.50T
1	Permitting Services; includes site plan	1,500.00	1,500.00

Quote valid for 30 days. We look forward to working with you!

QTY	DESCRIPTION	RATE	AMOUNT
1	City/County Building Dept Fees (estimated)	1,500.00	1,500.00

NOTES:

- Drainage or other site prep issues TBD
- Deposit for Materials Total and Permitting due with order.
- Balance due upon completion: Net 15.
- Excessive underground obstacles may result in additional labor.
- There is a 2.9% transaction fee if paying by credit card.
- See CP Terms doc for additional details.
- We will match any competitor's comparable bid.

SUBTOTAL	86,464.50
TAX	3,255.50
TOTAL	\$89,720.00

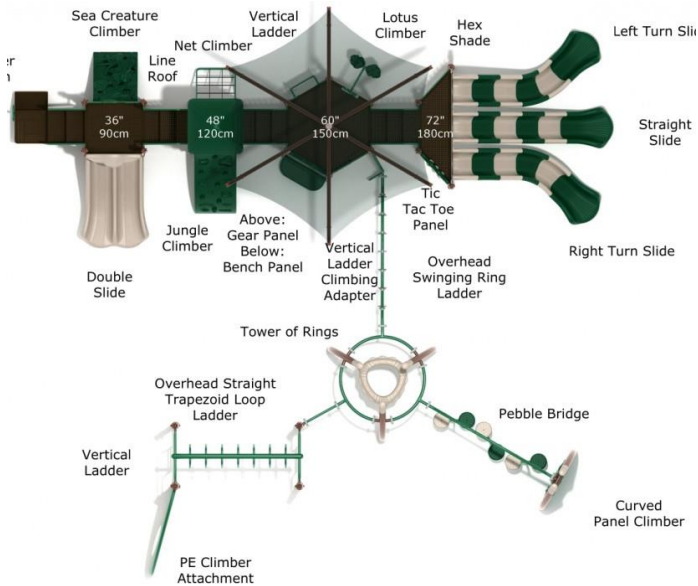
THANK YOU.

Accepted By

Accepted Date

Quote valid for 30 days. We look forward to working with you!

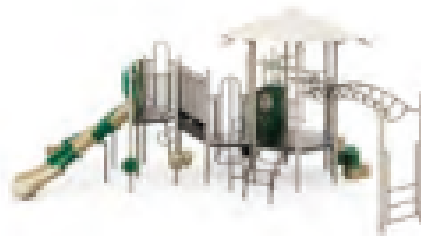
PARKSVILLE



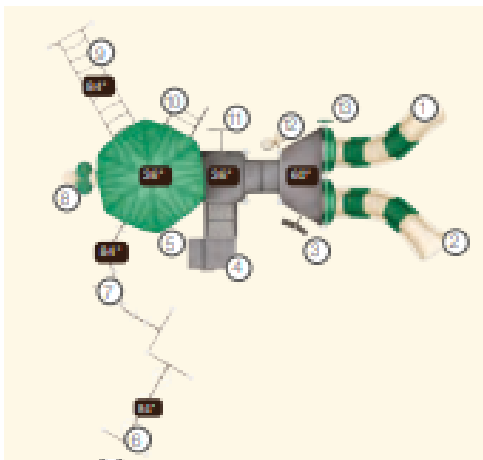
SKYLER



W/O Roof **00**



Shade Roof **33**



- ① 5ft Sectional Slide 45°Left Turn
- ② 5ft Wing Climber
- ③ Maze Panel
- ④ 90° Overhead Swinging Rings
- ⑤ Net Climber-Ladder
- ⑥ 5ft Wing Climber
- ⑦ Rain Wheel

- ⑧ 5ft Sectional Slide 45°Right Turn
- ⑨ ADA 3ft Transfer Station
- ⑩ Overhead Rotating Rings
- ⑪ 3ft Trunk Climber
- ⑫ 4ft Arch Climber
- ⑬ Bongo





TRUST == *the* == EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
11/14/2024	36212

Project Name
Playground and surfacing



Customer / Bill To
Montecito CDD Kisha Wagner 208 Montecito Dr. Satellite Beach, FL 32937

Ship To
Montecito CDD Kisha Wagner 208 Montecito Dr. Satellite Beach, FL 32937



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	1. Supply and Install Augusta play structure 2. Install 2600 square feet of poured in place rubber surfacing, with a 50% color tpv and 50% black tpv over an aggregate rock subbase. 3. Install 45 tons aggregate sub base for additional space (or less if sub surface is stable and only need top dress w compacting) 4. removal and disposal of existing play equipment and rubber surfacing			
	PLAY EQUIPMENT			
23-PMF019	Augusta	1	38,897.00	38,897.00T
Shipping	Combined Shipping and Freight Charges	1	2,994.00	2,994.00
	SURFACING MATERIALS			
TPV-BT	Premium 1350 Black Granules T	55	37.00	2,035.00T
TPV-CT24	Color TPV Granules T	55	105.00	5,775.00T
SBR	SBR Buffings	209	28.35	5,925.15T
ARODT	PremArc Aromatic T Binder Drum	5	1,699.00	8,495.00T
AROPT	PremArc Aromatic Binder-T Pail	9	182.00	1,638.00T
Shipping	Combined Shipping and Freight Charges	1	2,760.00	2,760.00
	RAW MATERIALS			

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:
Sales Tax: (7.5%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

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11/14/2024	36212

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WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
AGG	Locally sourced crushed aggregate base materials (ABC Crush and Run Typical)	40	45.00	1,800.00
	RENTALS, LABOR, AND INSTALLATION			
22-Rentals	Rentals Necessary for Installation	1	2,310.00	2,310.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	3	836.54	2,509.62
LBR	Labor and Installation-new playground equipment	1	22,500.00	22,500.00
LBR	Labor and Installation- new poured in place rubber and aggregate sub base	1	20,314.00	20,314.00
LBR	Labor and Installation- removal and disposal of existing equipment and rubber surfacing.	1	7,314.00	7,314.00

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:	\$125,266.77
Sales Tax: (7.5%)	\$4,707.39
Total:	<u>\$129,974.16</u>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

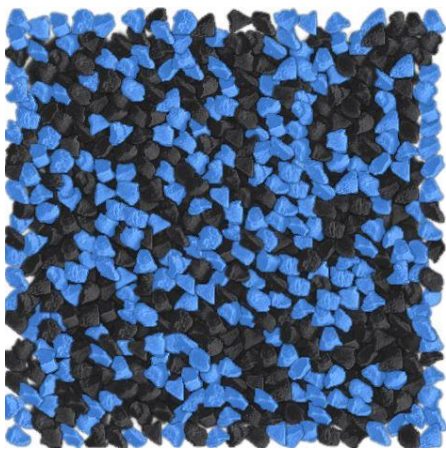




Poured In Place Color Granule Options



50/50 Granules



PIP with 50/50 granules





46

56'



Montecito Community Development District

Review and Consideration of Treadmill Proposals





Brown Fitness Services, LLC

1082 Old Millpond Road
 Viera, FL 32940
 (321) 254-9966
 brownfitness@thegymguru.com

Quote

Date	Quote #
9/24/2024	3629

Customer	Premises
Montecito CDD 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822	Montecito CDD 208 Montecito Dr. Satellite Beach, FL 32937

Qty	Description	Rate	Total
1	Service Call	90.00	90.00
1	Tech Time / Labor	90.00	90.00
	LABOR TOTAL		180.00
1	RBT031T Running Belt, Thermoplastic Urethane, Pre-Treated (Aftermarket)	300.00	300.00T
1	0K65-01263-0000 Deck	215.00	215.00T
4	0017-00103-0198 NUT: 1/4 -20, TINNERMAN, ST, ZN	2.00	8.00T
4	0017-00101-1775 Deck Screws	2.00	8.00T
1	0K58-01268-0000 End Cap, Rear, T-Series	15.00	15.00T
	Freight/Shipping (\$25.00 + \$41.38)	66.38	66.38
	PARTS TOTAL		612.38
	Lifefitness 93T Treadmill (s/n: TTL103383) Treadmill belt cut, not safe to use due to potential failure - deck is worn on both sides . Broken End Cap Replace running belt, deck , hardware & end cap		

TERMS: Parts cost needed up front to place order, remainder billed at net 30 after work is completed Approved By: _____ Date: _____	Subtotal	\$792.38
	Sales Tax (0.0%)	\$0.00
	Total	\$792.38



Brown Fitness Services, LLC

1082 Old Millpond Road
 Viera, FL 32940
 (321) 254-9966
 brownfitness@thegymguru.com

Quote

Date	Quote #
9/26/2024	3630

Customer	Premises
Montecito CDD 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822	Montecito CDD 208 Montecito Dr. Satellite Beach, FL 32937

Qty	Description	Rate	Total
1	LifeFitness Aspire Treadmill SL Model (ASPT-SL)	5,269.00	5,269.00
1	Freight/Installation	682.61	682.61
***** Deposit of 75% due to place order with remainder due upon installation *****			
https://www.lifefitness.com/en-us/catalog/cardio/treadmills/aspire			

Terms - 75% deposit to place order, 25% balance due upon delivery.		Subtotal	\$5,951.61
Approved By: _____		Sales Tax (0.0%)	\$0.00
Date: _____		Total	\$5,951.61

Commercial Health & Exercise Inc.

1270 N. Wickham Rd
Ste. 16-714
Melbourne, FL 32935
321-591-8635

Estimate

Date	Estimate #
11/24/2024	7467

Name / Address
Montecito CDD - Vesta Property Services Kisha Wagner Satellite Beach, FL

Description	Qty	Cost	Total
Tech Time 2 hrs each unit.(Discounted hourly rate applied - regularly \$125 hour) -Install new running belts and decks on treadmills.	4	85.00	340.00
Running Belts	2	350.00	700.00T
New Decks	2	400.00	800.00T
NOTES: -The units are old and rusty, though they can be fixed, not recommended do to cost and cannot be warranted due to age and condition of equipment. More than happy to do if wanted.			
Thank you for your business		Sales Tax (7.0%)	\$105.00
		Total	\$1,945.00

E-mail
comhealth94@yahoo.com

Commercial Health & Exercise Inc.

1270 N. Wickham Rd
Ste. 16-714
Melbourne, FL 32935
321-591-8635

Estimate

Date	Estimate #
11/24/2024	7466

Name / Address
Montecito CDD - Vesta Property Services Kisha Wagner Satellite Beach, FL

Description	Qty	Cost	Total
Sports Art Commercial Treadmills Model T645L. -Retails for \$8250. Discount with multiple purchase.	2	6,495.00	12,990.00T
Sports Art Commercial Recumbent Bike Model C574R. Retails for \$5260	1	4,595.00	4,595.00T
Sports Art Upright Bike Model #C535. Retails for \$3000	1	2,000.00	2,000.00T
Freight, Delivery & Setup	1	2,500.00	2,500.00
Warranty - 5 Years Parts 5 Years Labor 75% Deposit Required to Order -Includes 1 year of general maintenance		0.00	0.00
Thank you for your business		Sales Tax (7.0%)	\$1,370.95
		Total	\$23,455.95

E-mail
comhealth94@yahoo.com

Commercial Health & Exercise Inc.

1270 N. Wickham Rd
Ste. 16-714
Melbourne, FL 32935
321-591-8635

Estimate

Date	Estimate #
11/18/2024	7464

Name / Address
Montecito CDD - Vesta Property Services Kisha Wagner Satellite Beach, FL

Description	Qty	Cost	Total
Sports Art Light Commercial Treadmill Model #635A	1	5,595.00	5,595.00T
Sports Art Commercial Treadmill Model 645L	1	7,695.00	7,695.00T
Sports Art ECO Friendly Treadmill 32% less energy than a standard motor	1	11,000.00	11,000.00T
Freight, Delivery & Setup -To be determined			0.00
		Sales Tax (7.0%)	\$1,700.30
		Total	\$25,990.30

E-mail
comhealth94@yahoo.com