# Montecito Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 Phone: 407-723-5900; Fax: 407-723-5901 www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on Wednesday January 8, 2025, 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. Review and Consideration of the December 4, 2024, Board of Supervisors Meeting Minutes

#### **Old Business Matters**

- 2. Discussion Regarding HOA Social Event Agreement
- 3. Discussion Regarding Roads

#### **New Business Matters**

- 4. Review and Consideration of Resolution 2025-12, Registered Agent
- 5. Discussion of Areas of Oversight
- 6. Discussion Possible Encroachments on CDD Property
- 7. Ratification of Payment Authorization No.3
- 8. Review of District Financial Statements

#### **Vendor Report**

- ProGreen Services LLC Monthly Executive Summary
- Review of ProGreen Services LLC Proposals

#### **Staff Reports**

- District Counsel
- District Engineer
- District Manager



- General Manager
  - General Manager's Report
  - Review and Consideration of Pro PlayGrounds
  - Superior Fence & Rail Proposal for Chain Link Fence

## Playground Boss Supervisor Requests & Comments

Adjournment



# Montecito Community Development District

Review and Consideration of the December 4, 2024, Board of Supervisors Meeting Minutes



### MONTECITO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Wednesday, December 4, 2024 208 Montecito Drive, Satellite Beach, Florida 32937 9:30 a.m.

Board Members present at roll call:

Debra Reitz Seat 1 Mark Nehiba Seat 2

Tanja Glynn Assistant Secretary Rich Wellman Assistant Secretary

#### Also present were:

Venessa Ripoll District Manager- PFM Group Consulting LLC

Vivian Carvalho

Rick Montejano

Gazmin Kerr

Michael Pawelczyk

District Manager - PFM Group Consulting LLC (via phone)

District Accountant - PFM Group Consulting LLC (via phone)

Admin - PFM Group Consulting LLC (via phone)

District Counsel - Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Kisha Wagner General Manager – Vesta Properties

Lea Stokes Vesta Properties

Stef Matthes District Engineer - Culpepper and Terpening, Inc. (via phone)

Rusty Kahoe Progreen Services LLC

Various Audience Members

#### FIRST ORDER OF BUSINESS

**Organizational Matters** 

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 9:31 a.m. and quorum was established.

**Public Comment Period** 

There were no public comments at this time.

**Administrative Matters** 

#### Administer Oath of Office to Newly Elected Board Members

Ms. Ripoll stated that the Oath of Office for newly elected Board Members was done prior to the start of the meeting.

Mr. Nehiba waived his right to compensation.

Ms. Reitz accepted her right to compensation.

Review and Consideration Resolution 2025-11, Electing Officers

Ms. Ripoll stated the Board needs to decide on the new slate of Officers. Chair and Vice Chair needs to be appointed. All others will remain the same as the current slate.

There was a nomination for Mr. Nehiba as Chair and Mr. Wellman as Vice Chair. All others will be Assistant Secretaries.

On motion by Mr. Nehiba, seconded by Ms. Glynn, with all in favor, the Board of Supervisors for the Montecito Community Development District Officers.

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

The Board reviewed the minutes. There was a note to remove the extra "p" on page 2.

On motion by Ms. Glynn, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Minutes of the November 2024, Board of Supervisors' Meeting.

SECOND ORDER OF BUSINESS

**General Business Matters** 

Status of Consumptive Use Permit (CUP) Compliance

The District Engineer, Stef Matthes, gave an update. He noted that the water sample collected shows zero salinity. Solitude has been the company collecting the data and

completing the testing. The final report will be provided to the St. John's River Water Management.

Ms. Wagner noted that there is no additional fee for this sampling, as it is included in the base contract. This water sampling is already done every 6 months.

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

District Counsel gave an update. Mr. Pawelczyk stated that the Montecito CDD is now the owner of the Final 11 Parcels in 2C. The District Engineer is working with the St. John's River Water Management District to transfer the permit to the Montecito for the stormwater, as this was never transferred from the SPE. This is getting done as soon as possible and is the only administrative item remaining. Once this is done, this will be complete.

Mr. Matthes noted that this permit was closed out by the District years ago, but the transfer of Operations and Maintenance was not in there. This is what he is working on to get uploaded.

Mr. Pawelczyk noted that at a future meeting, there will be some issues to discuss regarding the driveway encroachments. One option is to have each individual property owner sign an encroachment agreement or option two is to have them remove part of their driveway.

Status of Montecito
Clubhouse Facility Use
Agreement by HOAs' Executed

Ms. Ripoll stated that at a previous meeting it was voted on to change verbiage in Section 4.4 of the agreement. This was modified about a week ago and all HOA representatives have been signed. It is ready for signature by the Chair.

District Counsel gave an overview of the verbiage updates. General liability insurance is still listed in the agreement, property damage insurance has been removed. The requirement to name the CDD as an additional insured has was removed.

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

### Resources Management Pilot Program

Ms. Ripoll recommended having the County representative come to the January meeting to review and answer any additional questions that the Board of Supervisors might have. All current questions have been answered. This will be kept on the agenda for the January meeting.

There was a discussion regarding the volunteers and the insurance that will be necessary for this program.

Discussion Pertaining to Provisions to Vesta Existing Contact

Ms. Ripoll noted this was discussed at the last meeting and her recommendation is to have one representative from the Board sit down with Vesta to discuss any changes to the existing contract.

There was a recommendation to have Mr. Nehiba, as the Chair, discuss this item with Vesta. Ms. Ripoll will attend and help setup the meeting. This will be brought back to the February meeting and be kept on the agenda. This will allow time to have the amended document.

Discussion Regarding HOA Social Event Agreement

Mr. Wellman gave an overview of the agreement.

There was a discussion on whether to have this be an agreement or have it as a rule, which would then require a Public Hearing. It was agreed to have this as an exhibit to the agreement. Any questions can be sent to Ms. Ripoll who can then distribute as needed.

This agreement needs to be between the CDD and any HOA's that would like to utilize the areas for social events.

This item will be brought back to the January meeting.

Mr. Pawelczyk stated he could create a provision that allows the GM the ability to approve the events, based on availability, and have these given to the Board for notification. The Board would have ultimate discretion. All changes to the document will

be given to the Board for review.

#### **Discussion Regarding Roads**

Mr. Wellman provided 4 proposals, from 4 different companies. There is various wear and tear on the roads, in addition to the area where the sinkhole was located. He provided a timeline of how long the roads should last. Two of them are providing a seal coat, the other two are providing polycoat, which would last longer, although more expensive. He has created 4 scenario options, based on cost. These scenarios require special assessments or a loan.

Ms. Glynn recommended the reserves that could possibly be used in a phased approach to fix these issues. She would like Mr. Matthes to look at these areas and report back. She would like an unbiased approach.

It was noted there are several areas that need repair sooner rather than later.

There was a discussion regarding the proposal related to one address listed.

The Board agreed to have Mr. Matthes look at the areas needing repair and the proposals to see the differences. This will be reported back at the next Board Meeting. There needs to be a long-term plan.

Mr. Matthes stated resurfacing usually happens every 20 years. He does not think the seal coat will do any good, micro surfacing is a little better. The best option is total resurface or milling resurfacing. He can also work on acquiring more pricing from other vendors. Waiting too long will require reconstructing, instead of just resurfacing.

Mr. Pawelczyk gave an overview of his past experiences in other Districts that have needed to do this. One option could be to do the micro resurfacing while the reserves grow.

Ms. Wagner is working on getting an additional quote for the repair at the 733 address.

Ratification of Payment Authorization No. 2

Ms. Ripoll noted this has already been paid and is solely for ratification. The Chair reviews these prior to the meetings.

Mr. Montejano noted these are for the past month. Normally, this is approved by the Chair every other week.

On MOTION by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD nominated having Ms. Glynn sign off on future payment authorizations by reviewing invoices with Ms. Ripoll.

On MOTION by Ms. Glynn, seconded by Ms. Reitz, with all in favor, the Montecito Board of Supervisors CDD ratified Payment Authorization No. 2.

Review of District Financial Statements

Ms. Ripoll stated the financials were as of November 2024. Once approved, these are placed on the website.

On MOTION by Ms. Glynn, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD accepted the District Financial Statements.

#### THIRD ORDER OF BUSINESS

#### **Other Business**

#### Vendor Report -

Review of ProGreen Services LLC Proposals

Mr. Kahoe gave an update on the report. Sod is being worked on as well as various projects.

There was a brief discussion on what the sod placement would look like and what the watering schedule is.

Mr. Kahoe noted that St. Augustine grass does not last on this property, so it is not recommended.

Mr. Kahoe brought several proposal invoices before the Board for installation of conduit underground. Invoice #7313 was for \$4,097.27, #7382 was for \$2,411.32, #7452 was for \$2,039.60, and #7574 was for \$2239.64.

There was a brief discussion regarding mapping of the conduit locations. Mr. Kahoe noted that although not mapped out, he has notation of the locations. The conduit is

being completed as needed. It was requested that he create a list of where the conduit is completed. This list could be kept with Ms. Wagner to refer to.

Mr. Kahoe reviewed the invoice proposals for the Board. He would like to get the work approved for #7313 and done as soon as possible. This is for the irrigation behind the residences discussed at the last meeting.

On MOTION by Mr. Wellman, seconded by Ms. Glynn, with all in favor, the Montecito Board of Supervisors CDD approved Invoice Proposal #7313.

On MOTION by Ms. Glynn, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD approved Invoice Proposals #7382, #7452, and #7574.

Mr. Kahoe reviewed their holiday schedule.

#### **Staff Reports**

**District Counsel** – Mr. Pawelczyk will review the Sunshine Law and required Ethics Training with the new Board Members.

**District Engineer** – Mr. Mathes will be present at the next meeting.

**District Manager** – Ms. Ripoll noted that the next Board meeting is scheduled for January 1, 2025. However, this meeting will need to be moved to January 8, 2025, at 9:30am. Ms. Ripoll will run the ad accordingly. She also noted Seat 3 is an open seat. She will let the residents know via email blast in order for anyone to submit resumes to District Staff for consideration by the Board. This will be placed on the February agenda.

#### General Manager –

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

Ms. Wagner provided the report to the Board and gave an overview. She provided an update on the playground. Two inspectors have come out. There are quotes provided to replace or repair the playground items.

There was a discussion about the playground proposals and what they include.

Ms. Wagner gave an overview of the inspectors and what they have recommended. There was a discussion that ensued regarding the inspectors. It was noted that one of the inspectors is one that the city uses.

Mr. Wellman gave an overview of the types of playgrounds that were recommended. His recommendation is to repair.

There was a discussion regarding the overall cost of the playground and how this has been planned for within the budget. The Board agreed they would like to receive an overall composite cost for complete replacement and what the timeline for completion is.

Ms. Wagner confirmed she would get a few more composite quotes for complete replacements.

Ms. Wagner reviewed the fitness equipment proposals.

Ms. Glynn noted that this is in the budget for this year.

The Board reviewed the proposals, what they included, and their costs.

Ms. Wagner will obtain photos and specs of the equipment for the Board.

It was noted that they all come with maintenance and warranty.

On MOTION by Ms. Glynn, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD approved estimate #7466, not to exceed \$23,000.

### Supervisors Requests & Comments

Ms. Ripoll stated there needs to be a motion to remove Mr. Darrin Mossing and Ms. Katie Costa, GMS employees, off the Bank United MMA accounts and to vote new signatories on the accounts. This would be to add Mr. Montejano and Ms. Glasgow to the account.

On MOTION by Mr. Nehiba seconded by Ms. Reitz, with all in favor, the Montecito Board of Supervisors CDD approved removal of the GMS employees from the Bank United MMA accounts and adding the PFM employees as stated.

Mr. Wellman requested an update on the sidewalk repair/grind down. There was a discussion to follow regarding what has been approved thus far and what repairs are needed. There are ADA standards that must be upheld.

Ms. Glynn noted that there is \$17,000 set in the budget for sidewalks.

Ms. Wagner will get quotes for a root blocker.

There was a brief discussion regarding the contracts in place for preventative maintenance and what that includes. This included a discussion regarding the gates and having them brought up to standard. It was recommended to have Victor work on this.

Mr. Wellman had questions regarding the decorating of the gates for the holidays.

Ms. Ripoll recommended having Victor take care of this, as there is no volunteer insurance at this time.

Ms. Glynn asked Mr. Montejano if it was possible to get a monthly balance update for the capital reserves. Mr. Montejano confirmed.

Mr. Henson, a homeowner, commented about the sidewalk issues. He noted that it used to be the Field Manager who took care of this. He also commented about the playground and recommended adding a protective coat of paint in order to increase longevity against the weather. Lastly, he would recommend using the microphones for the meeting more often.

Another homeowner, Mr. Bourdeau, thanked the Board for their efforts.

#### **Adjournment**

There was no further business to come before the Board.

On	MOTIC	N by	/ Mr.	Wellman,	seconded	d by	Mr.	Nehiba,	with	all	in	favor,	the
Moı	ntecito I	Board	of S	upervisors	CDD adj	ourne	ed th	e Decem	nber 4	ŀ, 20	024	, Boar	d of
Sup	ervisors	s' me	eting a	at 11:40 a.n	n.								

Secretary/Assistant Secretary	Chairperson/Vice Chairperson

# Montecito Community Development District

Discussion Regarding HOA Social Event Agreement



## FACILITY USE AGREEMENT (Events at Montecito Clubhouse)

this	THIS FACILITY US day of	SE AGREEMENT (the "A , 2025 (the '		ade and entered into ), by and between:
	local unit pursuant to City of Sate mailing addr	O COMMUNITY DEVELO of special-purpose go Chapter 190, Florida Sta ellite Beach, Brevard C ess is 3501 Quadrangle rida 32817 (the "District")	overnment esta atutes, being site County, Florida, e Boulevard, Su	ablished uated in whose
		and		
	profit corpo	D ERS ASSOCIATION, IN ration, whose address Orlando, Florida 32809 (th	NC., a Florida is 6972 Lake	e Gloria

WHEREAS, the Association has organized a Social Committee for purposes of planning, organizing, and hosting certain events for its Members (as defined in the Association's Declaration of Covenants, as amended from time to time) or the community as a whole, which events are subject to the approval by the District as provided herein (each a "Social Committee Event" or an "Event"); and

**WHEREAS**, the Association desires to use the clubhouse facility and certain furniture and equipment, at the Montecito Clubhouse property located at 208 Montecito Drive, Satellite Beach, Florida and owned by the District (the "Facility") for such Social Committee Events; and

**WHEREAS**, the District desires to allow the Association to use the Facility for the purpose of hosting Social Committee Events under the terms provided herein; and

**WHEREAS**, the District has indicated a willingness to permit the Associations to use the Facility for the described purposes under certain specified conditions and in accordance with the CDD Facility Use of (Members Only) Social Committee Event attached hereto and made a part hereof as <a href="Exhibit A">Exhibit A</a> (the "Social Committee Event Policy"); and

**WHEREAS**, the Association agrees to hold harmless and indemnify the District in connection with its use of the Facility for Social Committee Events.

#### WITNESSETH:

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and

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agreements herein and the permission granted by the District to the Association to use the District's Facility for the purposes stated herein, the Association and District agree as follows:

- The foregoing recitals are true and correct and are hereby 1. Recitals. incorporated into this Agreement.
- 2. Facility and Use. The District does hereby grant limited use to the Association, as provided herein and subject to availability as determined by and approved by the General Manager of the District (the "General Manager"), and each Association does hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Facility, located at 208 Montecito Drive, Satellite Beach, Florida, to be used by the Association solely for the purpose of Social Committee Events under the conditions set forth in this Agreement. Those capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Adopted Rules, Policies, and Fees of the Montecito Amenity Center (the "Rules"). Notwithstanding that which is set forth in the Social Committee Event Policy, at any time during the term of this Agreement and upon notice to the Association, the District Board of Supervisors may, in its full discretion, determine and require that each Application for a Social Committee Events be reviewed and approved by the District Board or the District Manager, in lieu of the General Manager.
- Utilize the Facility for Social Committee Events. The District hereby authorizes each Association to utilize the Facility for Social Committee Events, as follows:
- 2.1.1 The Association shall complete and deliver to the General Manager an Amenity Center Use Application – Social Committee Event (the "Application") at least seven (7) days prior to the date of the proposed Social Committee Event, which Application is attached hereto and made a part hereof as Exhibit B. The District Board of Supervisors reserves the right to modify or update the form of Application at any time.
- 2.1.2 The Association may utilize those certain portions of the Facility identified on the approved Application for the purpose of hosting the Social Committee Events, including the main room, game room, kitchen and bathrooms.
- 2.1.3 The Facility may be utilized by the Association for the purpose of hosting the Association's Social Committee Events by reserving, in accordance herewith and with the Social Committee Event Policy, the Facility in advance with the General Manager of the District.
- 2.1.4. The Association shall pre-arrange access to the Facility for the use of the Facility for the Social Committee Event with the General Manager, or in the General Manager's absence, the District Manager, when an Association is using the Facility after normal business hours of the Facility.

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- 2.1.5 When an Association is utilizing the Facility for a Social Committee Event, the Social Committee Event shall be open to all Members of the Association or all Montecito residents and Non-Resident Users of the Facility, and the Association hosting the Social Committee Event shall be the Renter as defined in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended from time to time (the "Rules"), and shall be the entity responsible for all aspects of the Social Committee Event, including, but not limited to, security and safety, any damages to the Facility or which arise out of or are in any way connected to the event and which are incurred by the District, its officers, agents, and employees, any Members, Annual Members or their guests.
- 2.1.6 The deposit and rental fees as set forth in the Rules are hereby waived for approved Social Committee Events. This does not include any additional fees or costs incurred by the District for additional cleaning and damages to the Facility, furnishings, walls, equipment, appliances, or any other District property so affected as a result of the Social Committee Event.
- 2.1.7 The Association shall comply with the Social Committee Event Policy and the Rules, and shall ensure that all persons, Members and guests attending, organizing, or hosting the Social Committee Event comply with the Social Committee Event Policy and Rules.
- 2.1.8 Nothing herein shall prohibit the Association(s) from assessing or charging a fee to attendees to be applied towards the costs of the Social Committee Event, provided that the fee is the same for all attendees.
- 2.1.9 Should any fees or costs be owed to the District (as determined by the District) from an Association in connection with its use of the Facility, said Association shall be prohibited from using the Facility for future Social Committee Events or Association meetings until such time as the amounts due the District are paid in full.
- 2.1.10 Use of Facility Equipment. The Associations may utilize the certain equipment, appliances, and items along with the use of the Facility for the Social Committee Events as follows:
- 2.1.10.1 The Association shall not use any equipment or appliances owned by the District that is not included/referenced on the approved Application without the written permission of the General Manager, or in the absence of the General Manager, the District Manager. The Association shall clean all equipment, appliances and other items utilized by the Association in preparation for or during the Social Committee Event.
  - 2.1.10.2 The Association may use the Facility furnishings and

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move the furnishings in advance of a the Social Committee Event and shall return such furnishings to their original location immediately after each Social Committee Event.

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

#### 4. **Conditions of Facility Use.**

- 4.1 Facility. The Association acknowledges and agrees that it has ech inspected the Facility and accepts said Facility in "AS IS" condition at the time of entering this Agreement and throughout its term, including immediately prior to each use of a Social Committee Event. The Association agrees that after each use of the Facility in accordance with this Agreement, the Association will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles, and returning the Facility to its condition prior to the use by the Association. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the General Manager.
- Utilities. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.
- Indemnification and Hold Harmless. The Association agrees to conduct its respective activities upon the Facility in a manner so as to not endanger any person lawfully thereon and to, indemnify and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising out or in any way connected to any act, omission, or negligence of the Association, or its respective officers, agents, employees, Members, or quests, and resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted Facility or improvements thereto, or arising from the use of said Facility by the Association. The Association agrees that this indemnification provision is applicable beginning on the Effective Date of this Agreement and that it shall survive the termination or expiration of the term of this Agreement.
- 4.4 Insurance. The Association shall furnish to the District, at the time of entering into this Agreement and upon the request of the District, a Certificate of Insurance showing General Liability Insurance of not less than \$1,000,000 combined single limits (the "Association Insurance"). The Association Insurance shall be maintained by each Association, at its costs and expense, at all times throughout the term of this Agreement. The proofs of insurance provided by the Associations are subject to the review and approval of District. If requested by the District, each Association shall provide District with an updated Certificate of Insurance. provision is in addition to the additional insurance required for Social Committee Events

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where alcoholic beverages are served or provided, as set forth in the Social Committee Event Policy.

- Compliance with laws, rules and regulations. The Association shall comply with the Social Committee Event Policy, the Rules, all laws of the United States and of the State of Florida, all ordinances of the City of Satellite Beach, all rules and requirements of the Police, Fire Departments, or other municipal authorities of the City of Satellite Beach, and any other applicable local laws, ordinances and regulations. The Association will obtain and pay for all necessary permits and licenses, if any, and will not do, nor suffer to be done, anything on said Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of an Association is called to any such violation on the part of the Association, or any person employed by or admitted to the Facility by the Association, the Association will immediately desist from and correct or take the necessary action(s) to correct the violation
- 4.6 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Associations will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

#### 5. **General Provisions.**

- Permission to Enter Property. In accordance with direction provided by or the consent of the General Manager, the Association shall be permitted to enter the Facility to access the Facility when the Facility is open at any time during which this Agreement is effective for purposes of preparing for, hosting, and cleaning up after Social Committee Events. The Association agrees that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related Notwithstanding, the Association agrees that published and advertised meetings of the District Board of Supervisors shall not be interrupted or disturbed.
- Evacuation. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed, in the discretion of the District, the General Manager, the District Manager, or an authorized representative to be necessary for the safety of the general public, patrons, or guests.
- 5.3 The Association understands and This Agreement is Non-Exclusive. agrees that during the term of this Agreement, other events, may be held in other parts of the Facility and the facilities in the area of the Facility, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Facility during the term hereof even though they may cause inconvenience to the Association. The District will make every effort to minimize impact on the Association's use of the

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Facility for Social Committee Events.

- 5.4 <u>Security</u>. The Association acknowledges and understands that the District bears no responsibility whatsoever, for the negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of or resulting from the lack or, insufficiency of, or negligent security, safety measures, or protection from vandalism during the use of the Facility by the Association. When using the Facility pursuant to this Agreement, the Association shall assess, determine, and address any need or requirement for security as deemed appropriate by that Association.
- 5.6 <u>Damages to Facility</u>. The Association shall not damage said Facility, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Facility, the Association shall return the Facility to the condition the Facility was in prior to Association's use of the Facility. Any damage whatsoever occurring as a result of a breach of this provision shall be the responsibility of the Association.

#### 6. Termination or Cancellation.

- 6.1 District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days' notice to the Association.
- 6.2 The Association shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the Association for any reason whatsoever upon the providing of at least thirty (30) days' notice to District.
- 6.3 The termination of this Agreement shall not relieve the Association of any liabilities or obligations hereunder which shall have accrued prior to the effective date of termination of the Agreement.

#### 7. Public Records.

- 7.1. Associations shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
  - A. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
  - B. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

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- provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Associations do not transfer the records to the District; and
- Upon completion of the Agreement, transfer, at no cost to D. the District, all public records in possession of an Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If an Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- 7.2. Each Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of an Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Each Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- 7.3. IF AN ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE ASSOCIATIONS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

### PFM GROUP CONSULTING LLC 3501 QUADRANGLE BOULEVARD, SUITE 270 ORLANDO, FLORIDA 32817

**TELEPHONE: (407) 723-5900** 

EMAIL: RECORDREQUEST@PFM.COM

- 8. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by any party, without the prior written consent of the other parties endorsed thereon.
- 9. **Notice**. Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified mail, return receipt requested, or by hand delivery, and addressed as follows:

#### As to ASSOCIATION:

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

#### As to DISTRICT:

Montecito Community Development District 3501 Quadrangle Boulevard, Suite 270 Orlando, Florida 32817 Attn: District Manager

#### With copy to:

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be

Facility Use for Events - HOA

extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

- Governing Law and Venue. This Agreement shall be governed by the 10. laws of the State of Florida, with venue, for purposes of any litigation, lying in Brevard County, Florida.
- 11. Entire Agreement. That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.
- Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.
- 13. **Severability**. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.
- 14. Conflicts. In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibit A or Exhibit B, then the terms and conditions of this Agreement shall control. In the event of a conflict between any provision(s) of Exhibit A and the terms and conditions of Exhibit B, then the terms and conditions of Exhibit A shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Facility Use for Events - HOA

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

ATTEST:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT	
By: Venessa Ripoll, Secretary	Mark Nehiba, Chair Board of Supervisors	
	day of	, 2025
WITNESSES:	MONTECITO	Oi
Print Name:	By: Name: Title:	
Print Name:		
(CORPORATE SEAL)	day of	, 2025

#### **Exhibit A**

#### 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 (as such term is defined in the Association Declaration of Covenants, as amended from time to time) 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,

Facility Use for Events - HOA

- 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 B
- 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 B) 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 B)

Facility Use for Events - HOA

- 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 B
- 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 B) 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

Facility Use for Events - HOA

#### Exhibit B

#### Application

## MONTECITO COMMUNITY DEVELOPMENT DISTRICT <u>Amenity Center Use Application – Social Committee Event</u>

Association:		<del>-</del>	· · · · · · · · · · · · · · · · · · ·					
Social Committee Even	t Coordinator name:							
Date of the event:	_// alternate da	ate//_						
Starting and ending time	e of the event:: _	::	_ (5 hr. Max)					
Describe the event:								
Sequentry Democit \$400	) non alashal ayant □ \$	500 if alaahal is						
☐ Security Deposit \$400								
☐ Alcohol is allowed at	-	•						
Security Deposit check	will be held by the Gene	eral Manager in th	ne office safe.					
☐ Check number	date	·						
			_					
*Signed Authorized Rep	presentative of Associat							
		date						
	Print name:							
	Title:							
☐ Approved by Ger								
☐ Disapproved Reason								
*See additional condition	ons next page.							

## MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADDITIONAL CONDITIONS

## MONTECITO COMMUNITY DEVELOPMENT DISTRICT GENERAL MANAGER - AFTER EVENT INSPECTION

# Montecito Community Development District

Discussion Regarding Roads



# Montecito Community Development District

Review and Consideration of Resolution 2025-12, Registered Agent



#### **RESOLUTION 2025-12**

A RESOLUTION OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

- WHEREAS, Section 189.014, Florida Statutes requires that the Montecito Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and
- WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and
- WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and
- **WHEREAS**, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

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

- Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.
- <u>Section 2.</u> Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.
- <u>Section 3.</u> The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.
- <u>Section 4.</u> Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.
- Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

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

<u>Section 7</u>. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 8<sup>TH</sup> DAY OF JANUARY, 2025.

ATTEST:	MONTECITO COMMUNITY DEVELOPMENT DISTRICT
Print name: Secretary/Assistant Secretary	Print name:  Chair/Vice-Chair, Board of Supervisors

# Montecito Community Development District

Discussion of Areas of Oversight



Previously Listed Responsibility	Category	Actual Processes	Assignmen
Communications	Communications and Oversight	Communications to Residents	Seat - ,
Personnel	Communications and Oversight	Liase with Amenity Manager/Management Company	
City of Satellite Beach Contact	Communications and Oversight	Liaise with City Officials	
HOA Liaison	Communications and Oversight	Liaise with HOAs and Property Management	
CDD Landscaping	Land and Water Management	Liaise with Residents and Staff Regarding Landscaping	Seat -
CDD Irrigation	Land and Water Management	and Water Management Needs	
Irrigation Pumps	Land and Water Management		
Pond Maintenance	Land and Water Management		
Pond Fountains	Land and Water Management		
Storm Drain Systems	Land and Water Management		
Street Lighting	Lighting, Signage, Walls and Playground	Liaise with Residents and Staff Regarding Lighting,	Seat -
Low Voltage Landscape Lighting	Lighting, Signage, Walls and Playground	Signage, Walls and Playground Needs	
Benches	Lighting, Signage, Walls and Playground		
Signage	Lighting, Signage, Walls and Playground		
Playground Maintenance	Lighting, Signage, Walls and Playground	nage, Walls and Playground	
Wall Maintenance	Lighting, Signage, Walls and Playground		
Sidewalks/Crosswalks	Right of Ways	Liaise with Residents and Staff Regarding Right of Way	Seat -
Parking Lots	Right of Ways	Maintenance and Needs	
Streets	Right of Ways		
Pedestrian gates	Rights of Ways		
Vehicle Gates	Right of Ways		
Rules & Regulation Enforcement	Rules & Financials	Lead Reviews for Proposed Rule Changes	Seat -
Budget / Financial	Rules & Financials	Review Invoices Prior to Payment Assist with Coordinating Annual Budget Review	

Discussion Possible Encroachments on CDD Property



Reference- Email Dated Tuesday December 10, 2024, from Michael J. Pawelczyk requesting Supervisor Wellman's review and inquiring whether he is aware of any other encroachment that we should present to the Board for discussion

Email entitled: "Montecito CDD - Possible Encroachments on CDD Property Just Acquired"

# My review of the Phase 2C Encroachments

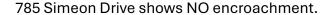
754 Carlsbad Drive – This property has NO encroachments as defined in the subject memo.

774 Carlsbad Drive – I concur with the encroachment. See photo included.

776 Simeon Drive - I concur with the encroachment. See photo included.

49 Montecito Drive – this property was not included in this email. See photo included. This property is owned by (SB Leasing Ventures LLC) (Driveway Encroachment).

In conclusion, these three properties are owned by the same entity. I have also included photos of properties that have no encroachments as well as the 3 properties in question.





The trees and plantings are within the property boundaries. The driveway is the same width as the garage door opening which is the standard throughout the community.

784 Carlsbad Drive – shows NO encroachment.



The driveway is the same width as the garage door opening.

49 Montecito Drive – Has an encroachment by an expanded driveway apron.



Trees/bushes are planted on CDD property, and the driveway is expanded beyond the garage opening.

774 Carlsbad Drive - Has an encroachment by an expanded driveway apron.



Trees/bushes are planted on CDD property, and the driveway is expanded beyond the garage opening.

776 Simeon Drive - Has an encroachment by an expanded driveway apron.



Trees/bushes are planted on CDD property, and the driveway is expanded beyond the garage opening.

My review of Parking stalls /spaces by street name in Phase 2C.

Montecito Drive Parking Stalls	7
Montecito Drive	8
Redondo Drive	4
Carlsbad Drive	5
Carlsbad Drive	5

I'm not sure about how Stef determined the parking stalls. I used a visual drive through counting each space within the new asphalt area which comprises the Phase 2C area as best I can recall.

If you have any questions regarding the above info, please feel free to contact me at any time.

Rich

Ratification of Payment Authorization No.3



# MONTECITO COMMUNITY DEVELOPMENT DISTRICT

# Payment Authorization #3

12/16/2024

Item No.	Payee	Invoice	General Fund		
1	Billing, Cochran, Lyles, Mauro & Ramsey General Counsel Through 11/30/2024	190592	\$	4,217.50	
2	Brevard County Property Apparaiser FY25 Non-Ad Valorem Tax	2025MONNAV	\$	252.60	
3	Brevard Pools, Inc. December Pool Maintenance	226838	\$	938.00	
4	City of Melbourne Utilities Water & Sewer, Acct: 181592-219109	13770601	\$	102.28	
5	Coverall North America December Cleaning Service	1580045448	\$	650.00	
6	Culpepper & Terpening Engineering Services Through 10/31/2024	100658	\$	1,590.00	
7	Florida Door Control of Orlando Vehicle Entry/Exit Gate Service Call	1084167	\$	140.00	
8	Insight Irrigation Monitoring December Irrigation Monitoring	2778	\$	548.90	
9	PFM Group Consulting December DM Fee	DM-12-2024-35	\$	4,166.67	
10	ProGreen Services December Landscape Maintenance September Landscape Maintenance	23408 22032	\$	6,500.00 6,500.00	
11	Supervisor Fees (12/04/2024 Meeting) Debra Reitz Tanja Glynn Rich Wellman	2024.12.04 2024.12.04 2024.12.04	\$	200.00 200.00 200.00	
12	Vesta Property Services December Management Services	423292	\$	13,520.47	
		TOTAL	\$	39,726.42	
	District Manager / Assistant District Manager	Chairman / Vice Chairman			

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

# BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. LAS OLAS SQUARE, SUITE 600 515 EAST LAS OLAS BOULEVARD FORT LAUDERDALE, FLORIDA 33301 (954) 764-7150

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MONTECITO COMMUNITY DEVELOPMENT DISTRICT
PFM GROUP CONSULTING, LLC
3501 QUADRANGLE BLVD
Account No: 617-043430
Statement No: 190592

SUITE 270 ORLANDO FL 32817

Attn: VENESSA RIPOLLI

MONTECITO CDD

### **Fees**

		Hours
11/01/2024 MJP MJP	CORRESPONDENCE TO VIVIAN CARVALHO RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.20
-	VENESSA RIPOLL (X4)	0.20
LES	RECEIPT AND REVIEW OF CORRESPONDENCE FROM ATTY. GARNER	0.10
11/04/2024 MJP	CORRESPONDENCE TO VENESSA RIPOLL	0.20
11/05/2024 MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM	
LES	DISTRICT MANAGER WITH MULTIPLE ATTACHMENTS RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.20
LLS	STEF MATTHES	0.10
11/06/2024		
LES MJP	CORRESPONDENCE TO ATTY. GARNER RECEIPT AND REVIEW OF AGENDA PACKAGE FOR	0.10
MID	11/13/24 MEETING OF BOARD OF SUPERVISORS	0.50
MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM SUPERVISOR WELLMAN AND REPLY THERETO	0.20
MJP	CORRESPONDENCE TO STEF MATTHES	0.20
MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM STEF MATTHES AND REPLY THERETO	0.20
MJP	RECEIPT AND REVIEW FURTHER CORRESPONDENCE FROM SUPERVISOR WELLMAN	0.10
LES	RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.10
LES	ATTY. GARNER WITH MULTIPLE (X6) ATTACHMENTS RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.20
	SCOTT CAMPBELL	0.10
LES	CORRESPONDENCE TO STEF MATTHES, ATTY. GARNER, SCOTT CAMPBELL, ET AL.	0.10
11/07/2024 MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM	

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Account No: 617-043430 Statement No: 190592

# MONTECITO CDD

		Hours
	SUPERVISOR LECESNE WITH MULTIPLE (X6) ATTACHMENTS	0.30
11/08/2024 MJP MJP	TELEPHONE CONFERENCE WITH VENESSA RIPOLL TELEPHONE CONFERENCE WITH KISHA WAGNER AT PFM	0.20 0.20
11/10/2024 LES	RECEIPT AND REVIEW OF CORRESPONDENCE FROM STEF MATTHES	0.10
11/11/2024 MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM	
	VENESSA RIPOLL WITH ATTACHMENT	0.20
MJP	RECEIPT AND REVIEW OF REVISED AGENDA PACKAGE FOR 11/13/24 MEETING OF BOARD OF SUPERVISORS	0.30
11/12/2024		
MJP	RECEIPT AND REVIEW OF FURTHER REVISED AGENDA PACKAGE FOR 11/13/24 MEETING OF BOARD OF	
MJP	SUPERVISORS CORRESPONDENCE TO VENESSA RIPOLL	0.20 0.20
MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM VIVIAN CARVALHO AND REPLY THERETO	0.10
MJP MJP	CORRESPONDENCE TO SUPERVISOR WELLMAN RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.20
William	SUPERVISOR WELLMAN	0.10
11/13/2024		
MJP	PREPARE FOR AND ATTEND (VIA WEBEX) BOARD OF SUPERVISORS MEETING; CORRESPONDENCE TO	
	VENESSA RIPOLL WITH MULTIPLE ATTACHMENTS RE: IRRIGATION REPAIRS BY PROGREEN; REVISE	
	FACILITY USE AGREEMENT; FURTHER CORRESPONDENCE TO VENESSA RIPOLL WITH	
	ATTACHMENTS RE: FACILITY USE AGREEMENT;	
	ADDITIONAL CORRESPONDENCE TO VENESSA RIPOLL RE: CONVEYANCE UPDATE	2.10
MJP	RECEIPT AND REVIEW MULTIPLE (X2) CORRESPONDENCE FROM VENESSA RIPOLL	0.10
MJP	RECEIPT AND REVIEW FURTHER CORRESPONDENCE FROM VENESSA RIPOLL AND REPLY THERETO	0.10
11/15/2024		
LES LES	CORRESPONDENCE TO STEF MATTHES ANALYZE EXECUTED CLOSING DOCUMENTS AND OTHER	0.10
LES	PENDING MATTERS CORRESPONDENCE TO ATTY. GARNER, SCOTT	0.60
LLO	CAMPBELL, ET AL.	0.20
11/18/2024 MJP	RECEIPT AND REVIEW OF CORRESPONDENCE FROM	

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Account No: 617-043430 Statement No: 190592

# MONTECITO CDD

	KISHA WAGNER	Hours 0.20
MJP MJP	CORRESPONDENCE TO KISHA WAGNER RECEIPT AND REVIEW FURTHER CORRESPONDENCE	0.20
MJP	FROM KISHA WAGNER WITH ATTACHMENT RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.20
MJP	SUPERVISOR WELLMAN RECEIPT AND REVIEW ADDITIONAL CORRESPONDENCE	0.30
MJP	FROM KISHA WAGNER CORRESPONDENCE TO SUPERVISOR WELLMAN	0.10 0.20
11/19/2024		
LES LES	CORRESPONDENCE TO ATTY. GARNER, ET AL. RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.10
LES	ATTY. GARNER RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.10
LES	SCOTT CAMPBELL RECEIPT AND REVIEW OF FURTHER CORRESPONDENCE	0.10
LES	FROM ATTY. GARNER RECEIPT AND REVIEW OF ADDITIONAL	0.10
	CORRESPONDENCE FROM ATTY. GARNER AND REPLY THERETO	0.10
MJP	RECEIPT, REVIEW AND REPLY TO CORRESPONDENCE FROM SUPERVISOR WELLMAN; RECEIPT AND REVIEW FURTHER CORRESPONDENCE FROM SUPERVISOR	
LES	WELLMAN RECEIPT AND REVIEW OF FOURTH CORRESPONDENCE	0.20
LES	FROM ATTY. GARNER WITH ATTACHMENT	0.20
11/20/2024		
MJP MJP	CORRESPONDENCE TO KISHA WAGNER TELEPHONE CONFERENCE WITH SUPERVISOR WELLMAN; CORRESPONDENCE TO SUPERVISOR WELLMAN WITH	0.20
MJP	ATTACHMENT RECEIPT AND REVIEW OF CORRESPONDENCE FROM	0.60
	VENESSA RIPOLL CORRESPONDENCE TO VENESSA RIPOLL	0.20 0.20
MJP	CORRESPONDENCE TO VENESSA RIPOLL	0.20
11/21/2024 LES	RECEIPT AND REVIEW OF FEDEX PACKAGE FROM	
MJP	ATTY. GARNER WITH MULTIPLE (X6) ENCLOSURES CORRESPONDENCE TO VENESSA RIPOLL WITH	0.20
	ATTACHMENT	0.20
11/22/2024 LES	CORRESPONDENCE TO STEF MATTHES WITH	
MJP	ATTACHMENT CORRESPONDENCE TO VENESSA RIPOLL	0.20 0.20
LES	PREPARE LETTER TO DISTRICT MANAGER WITH	
MJP	MULTIPLE ENCLOSURES RECEIPT AND REVIEW OF CORRESPONDENCE FROM KISHA WAGNER WITH ATTACHMENT AND REPLY	0.30
	THERETO; RECEIPT AND REVIEW FURTHER	

# MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Page: 4 11/30/2024 617-04343O 190592

Account No: Statement No:

# MONTECITO CDD

	CORRESPONDENC	E FROM KISHA WAGN	IFR	Hours 0.30	
MJP	RECEIPT AND REV	0.20			
MJP	RECEIPT AND REV FROM VENESSA R				
MJP	RECEIPT AND REV	RESPONDENCE TO VEI IEW FOURTH CORRES			
MJP	PREPARE SMALL F	AND REPLY THERETO PROJECT AGREEMENT	WITH KOCH'S	0.10	
MJP		SPONDENCE TO KISHA	A WAGNER WITH	0.50	
11/26/2024	ATTACHMENT			0.20	
MJP	ATTEND MICROSO	FT TEAMS MEETING V	VITH VENESSA		
-	RIPOLL			0.30	
MJP	CORRESPONDENC	E TO VENESSA RIPOL	.L	0.20	
MJP		ERENCE WITH JILL DE		0.20	
MJP		IEW OF CORRESPOND	DENCE FROM		
	VENESSA RIPOLL			0.10	
MJP		CILITY USE AGREEMEN			
		E TO VENESSA RIPOL	L AND JILL	0.40	
MID	DEEMS WITH ATTA			0.40	
MJP	STOKES	IEW OF CORRESPOND		0.10	
MJP	FROM VENESSA R	IEW FURTHER CORRE	SPUNDENCE	0.10	
MJP		IEW OF CORRESPOND	DENCE FROM	0.10	
14101	JILL DEEMS	iew or oorated one	JENOE I NOM	0.10	
MJP		IEW ADDITIONAL COR	RESPONDENCE		
	FROM VENESSA R	IPOLL		0.10	
11/27/2024					
MJP		IEW OF AGENDA PACK			
		MEETING OF BOARD	OF	0.50	
	SUPERVISORS			0.50	
	For Current Services	Rendered		15.90	4,217.50
		Recapitulatio			
Timekeeper		<u>Title</u>	<u>Hours</u>	Rate	<u>Total</u>
LIZA E. SMO		ASSOCIATES	3.10	\$225.00	\$697.50
MICHAEL J.	PAWELCZYK	PARTNERS	12.80	275.00	3,520.00
	Previous Balance				\$11,857.50
	Total Current Work				4,217.50
		<u>Payments</u>			
11/22/2024	PAYMENT RECEIVE	ED - THANK YOU			-4,582.50

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Page: 5 11/30/2024 617-04343O

Account No: 617-043430 Statement No: 190592

MONTECITO CDD

Balance Due \$11,492.50



December 5, 2024

Jason M. Showe
Governmental Mmgt Svcs - Central Florida
219 E. Livingston St
Orlando, Florida 32801
VIA EMAIL: jshowe@gmscfl.com

**INVOICE: 2025MONNAV** 

# INVOICE FOR NON-AD VALOREM ASSESSMENT ADMINISTRATION MONTECITO COMMUNITY DEVELOPMENT DISTRICT

For the period October 1, 2024 – September 30, 2025

Per the agreement between your Agency and the Brevard County Property Appraiser dated May 1, 2016, this invoice is submitted for reimbursement for costs incurred for services provided under the agreement.

Your agency is billed at the rate of \$0.60 per parcel included in your Non-Ad Valorem Assessment program.

For Fiscal Year 2024-25, your Non-Ad Valorem Assessment Program includes 421 parcels.

The resulting total annual fee is \$252.60.

Please remit the full amount within 30 days of receipt of this invoice, or submit a partial fee equivalent to 50% of the full amount and you will be billed the balance in two additional payments to be billed on the first day of April and July.

This is your only notification of the amount due. If you prefer a mailed invoice, or have any other questions, please contact me via email reply or (321) 264-6764.

Regards,

# **Greg Pelham**

**Greg Pelham** 

Sr. Director, Finance & Administration

# Brevard Pools, Inc.



# Invoice

Date	Invoice #
12/1/2024	226838

128 Sixth Avenue Indialantic, FL 32903		POOLS INC.	
p: 321-723-7074	/ /   \ \.		Date
f: 321-728-4221 Barb@brevardpools.com			12/1/2024
www.brevardpools.com			

	Bill T	o	Ship To			
	C/O Mo 3501 Qu Orlando	roup Consulting LLC ontecito CDD uadrangle Blvd. #270 o, Fl 32817 ick Montejano	Montecito CDD 208 Montecito I Satellite Beach,	Or		
			P.O. No.		Terms	Account #
			1.0.110.		Due on receipt	4175P
Qua	ntity	Description			Rate	Amount
				Sub	total	\$938.00
cha	rge of 1.5	are due upon receipt. Any amount not paid within 30 days is %. If you have any questions please call 321-723-7074 or endpools.com. Thank you for your patronage.	subject to a late	Sale	es Tax (6.0%)	\$0.00
vali	oworevar	apools.com. Thank you for your pationage.		Tota	al	\$938.00



### Utilities Division 900 E. Strawbridge Ave. Melbourne, FL 32901 Telephone: (321) 608-7100

Website: www.melbourneflorida.org/pay

Customer Name					Service A	Add	res	s			
	MONTE	CITO	CDD				208 MONTE	ECI	ТО	DR	
Bill Number	Bill Date	Las	t Payment D	ate	Acco	unt Number - Cเ	ıstomer Number	•	Cur	rent Billin	g Due Date
13770601	12/05/2024		11/27/2024			181592-21	9109			12/30/2	024
Service	Meter		Previous Read Date		urrent id Date	Previous Meter Reading	Current Meter Reading		ead ode	Usage	Charge
WATER SEWER	2406080		0/16/2024			8700			Α.	-500	51.06 51.22
Previous Balance 289.18	ce Deposit/Tra 0.00	ansfer	Penalties 5.00	Pa 2	yments 89.18	Adjustments B	alance Forward 5.00	Curr	rent ( 102	Charges <i>A</i> 2.28	107.28

Electronic statements are a safe and simple way to have a positive impact on our environment. If you would like to receive your statements faster and get rid of all that paper, go green by signing up for e-billing! Sign up online at www.melbourneflorida.org or over the phone with an FBS agent at 855-270-3592

Please Detach and Return Bottom Portion with Your Payment - Retain the Top Portion for Your Records

\$107.28

Account-Customer Number: 181592-219109
Bill Number: 13770601
Service Address: 208 MONTECITO DR
Current Charges Due Date: 12/30/2024
Total Current Charges: \$102.28
Balance Forward: \$5.00

**Total Amount Due:** 

Make checks payable to: City of Melbourne

☐ Change of Address (see reverse side)

MONTECITO CDD C/O GOVERNMENTAL MANAGEMENT SERVICES - C 6200 LEE VISTA BLVD STE 300 ORLANDO, FL 32822 C1 City of Melbourne Utilities PO Box 17 Melbourne FL 32902-0017

#### **BILLING CYCLE**

City utility bills are due and payable on a monthly basis. If you do not receive your utility bill or have questions about your utility bill, please contact Utility Customer Service at (321) 608-7100.

## **CUSTOMER DEPOSITS**

The City retains commercial security deposits until service is terminated. Residential security deposits are retained by the City until one year of good payment history and will be refunded or applied to the customer's account. If a customer does not maintain good payment history the City reserves the right to re-establish a security deposit. Terminated accounts with retained deposits will be applied to the final bill and any balance remaining will be refunded.

#### **ONLINE ACCOUNT ACCESS**

information go view your account to www.melbourneflorida.org/pay

#### E-BILLS

Receive your utility bill via email. Enrollment link on website at www.melbourneflorida.org/pay

#### **PUBLIC RECORD**

Utility account records are considered "Public Record" and are subject to disclosure in accordance with Florida Statute Chapter 119.

#### **LEAK DETECTION**

To determine if you have any leaks, turn off all water faucets and ice makers in your home and check the water meter. If the leak detector (small triangle) at the meter is not moving, you do not have a serious leak. To check for slow leaks, note the position of the sweep hand and record numbers above. Read the meter again after 1 hour. If it has not moved, you have no leaks. If it has moved you need to look for the source of the leak. It is the property owner's responsibility to correct leaks as soon as possible.

### **Office Hours/Contact Information**

Office Hours: Mon-Fri 8:30 A.M. - 5:00 P.M.

Email: water.sewerbills@mlbfl.org

City Website: www.melbourneflorida.org

Emergency-Water or Sewer line break: (321) 608-5130

# Change of Address (please print):

FIRST NAME	LAST NAME	
ADDRESS		
CITY, STATE, AND ZIP CODE		
PHONE NUMBER		

#### **PAYMENT OPTIONS>**

By mail – When paying by mail, please allow sufficient time for mail delivery and processing. To ensure proper credit to your account, enclose the bottom portion of your bill and include your account number on your check.

<u>Payment drop box</u> – located at the east City Hall parking lot. Please insert check or money order and the bottom portion of your bill in the return envelope. (NO CASH PLEASE)

### Automatic Payments (E-CHECK, CREDIT CARD)

Register and log in online at www.melbourneflorida.org/pay OR contact First Billing Services at 1-855-270-3592 to sign up and manage your auto payments. You can select your payment method, pick your date, and the payment amount. Each month you will receive emails confirming the payment was successful. While there is a convenience fee for card payments, enrolling in auto payments via E-Check is

**In person** - Our office is located at City Hall, 900 E. Strawbridge Ave. Be sure to bring your utility bill statement with you when paying in

Online Payments - Payments can be made via the City's website www.melbourneflorida.org/pay

(Note – A convenience fee is charged by the City's payment processor.)

# Phone Payments -

(Note -A convenience fee is charged by the City's payment processor.)

Live Agent 8:00am – 6:00pm (Mon-Fri) 855-270-3592 24 Hour Automated Payment System 888-818-5713

<u>Cash payments</u> - Only accepted when paying in person at City Hall. We accept no responsibility for cash payments lost in the mail or placed in the drop box.

#### PAYMENT TERMS

**Due date** - This date applies to your current charges. All utility bills are due upon receipt. A minimum late fee of \$5.00 or 1.5% will be assessed after the due date.

Past due balances - Must be paid within 10 days of bill date or service will be subject to disconnection without further notice. A \$30.00 fee will be assessed.

Return check charges - Checks / Bank Drafts which are returned due to insufficient funds or closed bank accounts will result in a returned check charge in accordance with Florida Statute Chapter 832. and will be subject to disconnection with no notice.

# IMPORTANT NOTICE TO MELBOURNE WATER CUSTOMERS

# Temporary Water Treatment Change Scheduled

Beginning Monday, January 6, 2025, and continuing through January 27, 2025, Melbourne water customers may notice a chlorine odor in their tap water. During this period, the City will be temporarily changing its water disinfection method. This temporary change in water chemistry will not affect the safety of water for drinking.

Chloramine, which is formed from the combination of free chlorine and ammonia, is normally used for disinfection by the City. During the temporary change, free chlorine – without any ammonia – will be used.

"During this temporary period, customers may notice a chlorine taste or odor in their tap water," explained Public Works & Utilities Director, Jennifer Spagnoli. "These temporary conditions will not cause adverse health effects. The water will remain safe for drinking and other uses."

Changing to free chlorine periodically provides additional protection against microorganism contamination and helps ensure the water you receive remains safe.

# Special Cautions for Kidney Dialysis Patients & Fish Owners

During the first and last week of this three-week period, as the water in the distribution system transitions from chloramine disinfectant to free chlorine and then back to chloramines, customers who use kidney dialysis machines should be aware that their water may contain chlorine, ammonia, and/or a mixture of the two. During the middle week, the water should contain free chlorine only. Other specialized users of water, such as fish owners, stores and restaurants with fish aquariums and holding tanks for fish and shellfish, along with hospitals, blood/dialysis clinics, or users of home dialysis equipment may need to take action to maintain appropriate water quality during this temporary switch in disinfection.

These users are encouraged to contact an appropriate professional for guidance on how to use the equipment during this period. The temporary change in treatment may have adverse effects on dialysis machines and may be harmful to fish and aquatic mammals if not properly addressed.

# No Other Actions Needed

For all other users, there are no precautions that you need to take. You do not need to boil your water, purchase bottled water, or purchase special filtration devices. However, if you are sensitive to the taste or smell of chlorine, you can collect water in a container and place it in your refrigerator for a few hours. This will allow much of the chlorine to leave the water.

## Where to Get More Information

For more information on this temporary change to the treatment process, please call the City of Melbourne Water Production Division at 321-608-5700. You can also find information on the City's website, at www.melbourneflorida.org





# **Payment Receipt**

# **MONTECITO COMMUNITY DEVELOPMENT (Account #181592-219109)**

# **Manual Check Payment**

You made a Manual Check Payment on 11/27/2024 at 12:01 PM for \$290.18.

Payor Name: MONTECITO COMMUNITY DEVELOPMENT

# Payment from Account Ending \*4601

Bill Amount: \$289.18

Convenience Fee: \$1.00

Total Payment Amount: \$290.18

Confirmation Number: 293016921

Paid on Wednesday, 11/27/2024 at 12:01 PM.

Don't forget about our self-service portal providing time-saving online bill pay features that let you control when and how you make a payment. <a href="https://melbournefl.firstbilling.com">https://melbournefl.firstbilling.com</a>

# Commercial Health & Exercise Inc.

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

# **Invoice**

Date	Invoice #
12/4/2024	16982

Bill To
Montecito CDD - Vesta Property Services Kisha Wagner Satellite Beach, FL

	Other	Terms	P.O. No.
		75% Dep.,25% COD.	
Description	Qty	Rate	Amount
Sports Art Commercial Treadmills Model T645LRetails 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
Commercial Adjustable Bench Batca	1	695.00	695.00T
Freight, Delivery & Setup	1	2,600.00	2,600.00
Warranty - 5 Years Parts 5 Years Labor 75% Deposit Required to Order - \$17,160.00 -Includes 1 year of general maintenance 25% Due at Delivery	1	-5,720.00	0.00 -5,720.00T
Thank you for your business		Subtotal	\$17,160.00
		Sales Tax (0.0%	\$0.00
		Total	\$17,160.00
		Payments/Credits	
		Balance Due	\$17,160.00

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



# Customer Invoice www.Coverall.com

 Invoice Number
 1580045448

 Account Number
 702-10287

 Invoice Date
 12/01/2024

 Payment Due Date
 12/31/2024

**PO Number** 

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

Page 1 of 1 162592

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.

0

Service Description	From	То	Amount	Tax	Total
Commercial Cleaning Services - billed on behalf of Office Cleaners LLC,Coverall Franchise Owner. Location: 208 Montecito Drive in Orlando	12/01/2024	12/31/2024	650.00	0.00	650.00
C	urrent Invo	oice Total	650.00	0.00	650.0

	Current	1-30 Days	31-60 Days	61-90 Days	91-120+ Days	Total Amount Due
Account balance as of: 11/27/2024	860.00	0.00	0.00	0.00	0.00	860.00

#### **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
 860.00

 Invoice Number
 1580045448

 Account Number
 702-10287

 Invoice Date
 12/01/2024

 Payment Due Date
 12/31/2024

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 November 26, 2024

Montecito CDD c/o Special District Services, Inc.

Project No: 23-127

2501 A Burns Road Invoice No: 100658

Palm Beach Gardens, FL 33410

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 October 31, 2024

Phase 7 General Engineering Services

Tasks 7.1 General Services

**Professional Personnel** 

 Principal Engineer, PE
 6.00
 265.00
 1,590.00

 Totals
 6.00
 1,590.00

Total Labor 1,590.00

Total this Invoice \$1,590.00

# **Outstanding Invoices**

Number	Date	Balance
99566	4/18/2024	163.98
100377	9/26/2024	2,947.50
100476	10/23/2024	1,457.50
Total		4,568.98

Project	23-127	Montecito CDD			Invoice	100658
Billing	Backup				Tuesday, Nove	ember 26, 2024
Culpepper	& Terpening, Inc.	Invoice	100658 Dat	ed 11/26/202		2:57:19 PM
Project	23-127	Montecito CI	DD			
Phase	7	General Engineering	Services			
Tasks	7.1	General Services				
Profession	nal Personnel					
Dringin	ol Engineer DE		Hours	Rate	Amount	
SMatthes	al Engineer, PE 10 - Matthes, P.E., Stefan	10/1/2024	.50	265.00	132.50	
SMatthes	pavement discussion 10 - Matthes, P.E., Stefan CUP issues	ns 10/2/2024	1.00	265.00	265.00	
SMatthes	10 - Matthes, P.E., Stefan	10/23/2024	1.00	265.00	265.00	
	SJRWMD transfer do					
SMatthes	10 - Matthes, P.E., Stefan	10/25/2024	1.00	265.00	265.00	
SMatthes	SJRWMD submittals 10 - Matthes, P.E., Stefan		2.00	265.00	530.00	
	CDD Board meeting	& prep				
SMatthes	10 - Matthes, P.E., Stefan	10/30/2024	.50	265.00	132.50	
	sink hole issues					
	Totals <b>Total Labor</b>		6.00		1,590.00	1,590.00
	TOTAL LABOR			Tatal th:	a Taalia	•
				Total thi	S Tasks	\$1,590.00
				Total this	s Phase	\$1,590.00
				Total this	Project	\$1,590.00
				Total this	Report	\$1,590.00

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

INVOICE

12/15/2024

Invoice #: 1084167 Ref#: 214447 Date: 12/05/2024 Terms: Net 10

PO: TaxID#:

**Due Date:** 

Late Payments subject to 1.5% Finance Charge

Phone: (321) 254-8011 (321) 259-8725

billing@fdc.com

Proposal:0

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: Montejano R@pfm.com

#### Service Requested/Performed

11/26/2024 11:28:34 AM Kisha - The exit gate is not closing and is beeping.

11/27/2024 RKD 1HR- Arrived. Entered through Shearwater entrance. Both gates were operational. Drove around to S. Patrick side and found entry gates open and beeping and exit gates operating as expected. Called Kisha cell number. She stated she was getting complaints about the beeping and the exit gates not working. I informed her that exit gates were currently operating normally and that the beeping was coming from the entry operators. She wanted them silenced by switching off the entry operators only! Found arm dissassembled on center operator. Took pictures before switching operators off. Left entry operators switched off and exit gates powered on and operating normally, as requested. Kisha stated she was going to approve the repair quote for the beam replacement. Please bring hardware to reassemble gate arm during beam replacement.

NAME	DESCRIPTION	QTY	RETAIL	TOTAL
Richard K Dawson III	Installer-Labor	1	\$140.00	\$140.00
		I	ABOR	\$140.00
		N	MATERIAL	\$0.00
		S	ERVICE CALL	\$0.00
			UB TOTAL ALES TAX	<b>\$140.00</b> \$0.00
		P	PAYMENTS	\$0.00
		В	BALANCE	\$140.00

#### 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!

# INVOICE

**Insight Irrigation Monitoring** 36767 E. Eldorado Lake Dr Eustis, FL 32736

asmith@insightirrigation.com +1 (352) 434-5015



Bill to

Montecito CDD 2501A Burns Road Palm Beach Gardens, Florida 33410 Ship to

Total

Montecito CDD 3501 Quadrangle Boulevard, Suite 270 Orlando, Florida 32817

\$548.90

#### Invoice details

Invoice no.: 2778 Terms: Net 30

Invoice date: 12/01/2024 Due date: 12/31/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Consulting	Montecito Monthly Irrigation Monitoring	1	\$548.90	\$548.90

# Ways to pay



Pay invoice



Date	Invoice Number
December 9, 2024	DM-12-2024-35
Payment Terms	Due Date
Upon Receipt	December 9, 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: December 2024

Professional Fees \$4,166.67

Total Amount Due \$4,166.67

# **RECEIVED**

By Stedman Valentine at 2:21 pm, Dec 10, 2024



ProGreen Services, LLC

5450 10th Avenue North
Greenacres, FL 33463
+18883774144
NephtelieB@progreenservices.net

www.progreenservices.net

Invoice 23408

BILL TO

Montecito CDD c/o Accounting 3501 Quadrangle Blvd, Suite 270

Orlando, FL 32817

DATE PLEASE PAY DUE DATE
12/01/2024 \$6,500.00 12/31/2024

DATE	DESCRIPTION		QTY	RATE	AMOUNT
	Monthly Landscape Maintenance Service		1	6,500.00	6,500.00
Thank you f	or your business!				
		TOTAL DUE		\$6	,500.00

THANK YOU.



ProGreen Services, LLC

5450 10th Avenue North Greenacres, FL 33463 +18883774144

www.progreenservices.net

NephtelieB@progreenservices.net

Invoice 22032

**BILL TO** 

Montecito CDD 219 E Livingston Street Orlando, FL 32801 DATE PLEASE PAY DUE DATE 09/01/2024 \$6,500.00 10/01/2024

DATE	DESCRIPTION		QTY	RATE	AMOUNT
	Monthly Landscape Maintenance Service		1	6,500.00	6,500.00
Thank you fo	or your business!				
Pay invoice	e	TOTAL DUE		\$6,	,500.00

THANK YOU.

# Montecito

# COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: 12/4/2024		•	
	(\$200.00 per Sup	ervisor per Meetin	g)
Board Members:	Present	Absent	Fee
Debra Reitz			\$200,00
Tanja Glynn	V		\$200.00 \$200.00
Rich Wellman			#200.00
		Total:	\$600.00
		Approved For	Payment:
		Chairman / Se	ecretary
	×	12/4/2024 Date	

# **Debra Reitz**

688 Ventura Dr. Satellite Beach, FL 32937

**INVOICE # 2024.12.04** 

Date: 12/04/24

**BILL TO** 

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

**FOR** 

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - December 4, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

# **Tanja Glynn**

699 Monterey Dr. Satellite Beach, FL 32937

**INVOICE # 2024.12.04** 

Date: 12/04/24

**BILL TO** 

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

**FOR** 

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - December 4, 2024 Meeting	\$200.00
TOTAL COST	\$200.00

# **Rich Wellman**

710 Ventura Dr. Satellite Beach, FL 32937

**INVOICE # 2024.12.04** 

Date: 12/04/24

**BILL TO** 

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

**FOR** 

Supervisor Fee

ITEM DESCRIPTION	AMOUNT
Supervisor Fee - December 4, 2024 Meeting	\$200.00
TOTAL COST	\$200.00



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

# Invoice

Invoice # Date 423292 12/01/2024

Terms

Net 30

**Due Date** 

12/31/2024

Memo

Monthly fees

# Bill To

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

Description	Quantity	Rate	Amount
General Manager	1	11,057.05	11,057.05
Facilities Attendant		2,463.42	2,463.42

It's been a pleasure working with you!

**Total** 

13,520.47

**Review of District Financial Statements** 



Vendor Report



ProGreen Services LLC Monthly Executive Summary





Date: 12/24/24

# **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.

# Week Ending on 12/6/24:

- Provided mowing services in the CDD easement areas of the Townhomes and Single-Family sections.
- Prepped and installed Zoysia sod in the following Verge areas.

195 Montecito

191 Montecito

93 Montecito

55 Montecito

87 Redondo

91 Redondo

145 Redondo

149 Redondo

153 Redondo

# **Week Ending on 12/13/24:**

- Trimmed Ornamental Grasses around the first lake behind the clubhouse and redefined the bed lines. We also sprayed the bed areas with weed control.
- Corrected the issue at 51 Montecito Dr. with the new sod covering a Utility cover in the verge area.
- Tuesday: Site visit with Kisha CDD and Mark Single Family -HOA
- Discussed the notes from our meeting with Mark regarding the emergency procedures and irrigation schedule. Additionally, submitted quote 7638 to Vanessa for the 4" mainline break repair on Carlsbad that was under the paver parking area and inside a 6" sleeve running under the parking area.
- Inspected the irrigation repair at 639 Monterrey Drive. Discussed the emergency procedures for shutting off the irrigation equipment after hours. Additionally, the irrigation schedule for the community and annual usage requirements. We have a follow-up call scheduled with Insight the CDD and HOA on Monday 12.16.



- Trimmed Ornamental Grasses around the second lake behind the clubhouse and redefined the bed lines. We also sprayed the bed areas with weed control.
- Trimmed the irrigation pump station
- Completed repairs on the 4" mainline on Carlsbad
- Trimmed the long Ficus hedge line on the west side of Ventura. Areas will be applied with a growth regulator early next week.

## Week Ending on 12/20/24:

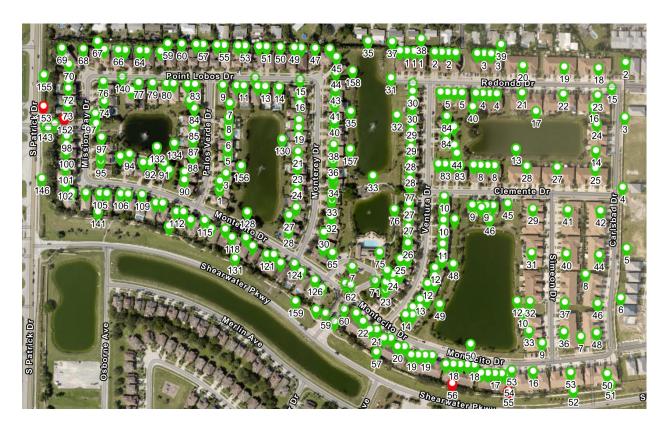
- Provided mowing services in the CDD easements, Townhomes and Single Family.
- Attended the CDD / Insight and Progreen Teams call to discuss emergency procedures, communication procedures, and processes for notifying the community of irrigation outages and updates.
- Provided weed control in common area beds in the townhome sections.
- Attended a call with Beth Leland Kisha- CDD and Zac- Progreen to discuss the Insight call and provide an update to Beth.
- Completed the Quotes 7574 and 7452 for the two wire installs into conduit.
- Provided mowing services in the CDD areas of the Single-Family section and along the outside perimeter wall.

# Week Ending on 12/27/24:

- Trimmed Ornamental Grasses around the lake in the Townhomes section.
- Completed Quote 7382 for the two wire installs into conduit.
- Closed for the Holiday 12/25-/12/27.



# **Current Irrigation Map: 12/24/24**



# **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. Our offices will be closed 12/25-12/27 and 1/1-1/2.

ProGreen Services LLC Proposals





ProGreen Services, LLC

5450 10th Avenue North Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 7691

**ADDRESS** 

Montecito Community

**Development District** 

Montecito CDD

c/o Accounting

3501 Quadrangle Blvd, Suite

270

Orlando, FL 32817

DATE 12/24/2024

TOTAL **\$4,060.22** 

#### **PROPERTY**

Montecito CDD

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Irrigation Repair 305 Point Lobos to 668 Monterrey West CDD 2 Wire Fault	1	0.00	0.00
	Irrigation Repair - 310' of Hunter 14/2 Wire	310	0.92	285.20
	Irrigation Repair- Conduit	31	40.00	1,240.00
	Irrigation Repair - ICD 200 Decoder	1	292.52	292.52
	Irrigation Repair- Irrigation Tech	13	97.50	1,267.50
	Irrigation Repair - Irrigation Labor	13	75.00	975.00

We appreciate the opportunity!

TOTAL \$4,060.22

THANK YOU.

Accepted By Accepted Date



# ProGreen Services, LLC

Estimate 7692

5450 10th Avenue North Greenacres, FL 33463 +18883774144

Ne phtelie B@progreen services.net

www.progreenservices.net

ADDRESS

Montecito Community

**Development District** 

Montecito CDD

c/o Accounting

3501 Quadrangle Blvd, Suite

270

Orlando, FL 32817

DATE TOTAL 12/24/2024 **\$400.00** 

DATE	DESCRIPTION		QTY	RATE	AMOUNT
	Tree Care - Remove Existing Trees from the E South East end of Simeon.	asement Area at the	2	200.00	400.00
We appreciate	e the opportunity!				
		TOTAL			\$400.00
					THANK YOU.

Accepted By Accepted Date



ProGreen Services, LLC

5450 10th Avenue North Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 7693

**ADDRESS** 

Montecito Community

**Development District** 

Montecito CDD

c/o Accounting

3501 Quadrangle Blvd, Suite

270

Orlando, FL 32817

DATE 12/24/2024

TOTAL **\$2,140.00** 

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape Installation - Remove Existing Shrubs at the North West end of Simeon.	1	250.00	250.00
	Landscape Installation - Deliver and Install 7 Gallon Dwarf Ixora.	30	63.00	1,890.00

We appreciate the opportunity!

TOTAL \$2,140.00

THANK YOU.

Accepted By Accepted Date

**District Counsel** 



**District Engineer** 



District Manager



General Manager



General Manager's Report



#### Montecito CDD

208 Montecito Drive, Satellite Beach, Florida

321-777-9460

General Manager: Kisha Wagner

**General Manager Summary Report** 

**Projects / Updates** 

ProPlaygrounds: vendor #1

• Playground: GFP recycled play structure. (Composite) Install 2600 square feet of

poured in place rubber surfacing, with a 50% color tpv and 50% black tpv over an

aggregate rock subbase. Install 40 tons aggregate subbase for additional space.

Removal and disposal of existing play equipment and rubber surfacing.

\$141,081.21 - Custom Playground GFP Model 30000-M3

\$165,219.84 - Custom Playground GFP Model 30099

\$141,473.89 - Custom Playground GFP Model 30125

\$147, 945.39 - Custom Playground GFP Model 30279

**Playground Boss: vendor #2** do not carry composite play structure. However, they work

with a more resistant material.

\$141,555 - 45ft x 31ft Powder-coated steel equipment designed for

durability and corrosion resistant, making it suitable for use in coastal

environment near the ocean.

o \$147, 194 - **45ft x 33ft** 

## Lakes and Fountains:

- All ponds have been treated for aquatic algae and shoreline weeds.
- All timers were set to the correct times.

# • Fence replacement around pump station #2: QUOTES

# Superior Fence & Rail

\$4,850.59 - 4ft SS Standard Gate, Standard Latch, 5 - PVC/Aluminum Flange Mount and 500 - Replace 6 pickets.

# **Mossy Oak Fence**

- o Waiting for quote. Followed up 12/27/2024.
- Vehicle gates: Both gates serviced on 12/24.
  - South Patrick: Primary operator arm, motor brushes operators and sensor switches replaced. Missing warning signs installed.
  - Montecito Drive: Sensor beams, and limit switches entrance primary operator replaced.

#### Pool and Pool area:

- o Four Separation Tanks on Hurricane Pad and Two Jandy replaced.
- Main Drain Grate with CPSP and FDOH installed.

# Street lighting and Poles:

- Gault Electric: A service ticket was submitted on 12/12, admin stated that their bucket truck is in the shop. Followed up with an email on 12/17 am and a phone call. No response.
- Contacted FSG Lighting for a quote. Requested an inspection of approximately 45 streetlights to identify any that are not functioning.

# • CDD Community Areas:

 Void on Palos Verde has been inspected, filled and patched. No leaks or damage found.

# • Clubhouse special event:

- 12/14 Completed.
- 12/15 Cancelled.
- 12/18 Completed.
- 12/28 Cancelled.

# **Ticket System**

All CDD issues must be submitted through the tickets system by visiting the district website: <a href="https://www.montecitocdd.org">www.montecitocdd.org</a>

# **GM Suggestions**

• Pet Owners - DNA pet waste management systems: Registering pets' DNA, communities can identify and hold accountable those who neglect to clean up after their pets. This not only encourages responsible pet ownership but also helps reduce the spread of diseases and keeps parks and sidewalks clean for everyone to enjoy.

# Parking rules:

- Contracting Enforcement Services: CDDs can contract with private security firms or local law enforcement agencies to patrol the community and issue citations or warnings for parking violations.
- Towing Services: For persistent violations, CDDs can arrange for unauthorized or improperly parked vehicles to be towed. This is done in accordance with Florida Statute 715.07, which outlines the procedures for towing vehicles from private property.
- Fines and Penalties: CDDs can impose fines on residents who repeatedly violate parking rules. These fines can be added to the resident's CDD assessments or collected separately.

Review and Consideration of Pro PlayGrounds





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.









# Quote

Date	Estimate #
12/17/2024	37073

#### The Play & Recreation Experts

## **Project Name**

Playground and surfacing

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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

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## WE WILL BEAT ANY PRICE BY 5%!

ltem	Description	Qty	Cost	Total:
	Supply and Install GFP recycled play structure     Install 2600 square feet of poured in place     rubber surfacing, with a 50% color tpv and 50%     black tpv over an aggregate rock subbase.     Install 40 tons aggregate sub base for additional space (or less if sub surface is stable and only need top dress w compacting)     removal and disposal of existing play equipment and rubber surfacing			
CPE Shipping	**PLAY EQUIPMENT** Custom Playground GFP Model 30000-M3 Combined Shipping and Freight Charges	1 1	54,711.44 2,994.00	54,711.44 2,994.00
TPV-BT TPV-CT24 SBR ARODT AROPT Shipping	**SURFACING MATERIALS** Premium 1350 Black Granules T Color TPV Granules T SBR Buffings PremArc Aromatic T Binder Drum PremArc Aromatic Binder-T Pail Combined Shipping and Freight Charges  **RAW MATERIALS**	55 55 209 5 9	37.00 105.00 28.35 1,699.00 182.00 2,760.00	2,035.00 5,775.00 5,925.11 8,495.00 1,638.00 2,760.00

#### AGREED AND ACCEPTED:

Si

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.

		/ /
gnature	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.



# Quote

Date	Estimate #
12/17/2024	37073

#### The Play & Recreation Experts

Project I	Name
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Playground and surfacing

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

Ship To
Montecito CDD
Kisha Wagner
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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 ecavations.	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

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Name / Title Date Signature

Subtotal:	\$141,081.21	
Sales Tax: (7.5%)	\$0.00	
Total:	\$141,081.21	

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Total:



# Quote

Date	Estimate #
12/17/2024	37074

# The Play & Recreation Experts

## **Project Name**

Playground and surfacing

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Montecito CDD	
Kisha Wagner	
208 Montecito Dr.	
Satellite Beach, FI 32937	

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

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#### WE WILL BEAT ANY PRICE BY 5%!

ltem	Description	Qty	Cost	Total:
	Supply and Install GFP recycled play structure			
	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 40 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			
	and rubber surfacing			
	**PLAY EQUIPMENT**			
CPE	Custom Playground GFP Model 30099	1	75,238.07	75,238.07
Shipping	Combined Shipping and Freight Charges	1	3,606.00	3,606.00
	**SURFACING MATERIALS**			
TPV-BT	Premium 1350 Black Granules T	55	37.00	2,035.00
TPV-CT24	Color TPV Granules T	55	105.00	5,775.00
SBR	SBR Buffings	209	28.35	5,925.15
ARODT	PremArc Aromatic T Binder Drum	5	1,699.00	8,495.00
AROPT	PremArc Aromatic Binder-T Pail	9	182.00	1,638.00
Shipping	Combined Shipping and Freight Charges	1	2,760.00	2,760.00
	**RAW MATERIALS**			

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Subtotal:	
Sales Tax: (7.5%)	
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# Quote

Date	Estimate #
12/17/2024	37074

## The Play & Recreation Experts

# **Project Name**

Playground and surfacing

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

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

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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 ecavations.	3	836.54	2,509.62
LBR	Labor and Installation-new playground equipment	1	25,500.00	25,500.00
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:

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Name / Title Date Signature

Subtotal:	\$165,219.84
Sales Tax: (7.5%)	\$0.00

\$165,219.84

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Total:



# Quote

Date	Estimate #
12/17/2024	37076

#### The Play & Recreation Experts

## **Project Name**

Playground and surfacing

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

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#### WE WILL BEAT ANY PRICE BY 5%!

ltem	Description	Qty	Cost	Total:
	Supply and Install GFP recycled play structure     Install 2600 square feet of poured in place     rubber surfacing, with a 50% color tpv and 50%     black tpv over an aggregate rock subbase.     Install 40 tons aggregate sub base for additional space (or less if sub surface is stable and only need top dress w compacting)     removal and disposal of existing play equipment and rubber surfacing			
CPE Shipping	**PLAY EQUIPMENT** Custom Playground GFP Model 30125 Combined Shipping and Freight Charges	1 1	54,874.12 3,224.00	54,874.12 <sup>-</sup> 3,224.00
TPV-BT TPV-CT24 SBR ARODT AROPT Shipping	**SURFACING MATERIALS** Premium 1350 Black Granules T Color TPV Granules T SBR Buffings PremArc Aromatic T Binder Drum PremArc Aromatic Binder-T Pail Combined Shipping and Freight Charges  **RAW MATERIALS**	55 55 209 5 9	37.00 105.00 28.35 1,699.00 182.00 2,760.00	2,035.00 <sup>-</sup> 5,775.00 <sup>-</sup> 5,925.15 <sup>-</sup> 8,495.00 <sup>-</sup> 1,638.00 <sup>-</sup> 2,760.00

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Total:	

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The Play & Recreation Experts

Pro Playgrounds 8490 Cabin Hill Road Tallahassee, FL 32311

# Quote

Date	Estimate #	
12/17/2024	37076	

# Project Name

Playground and surfacing

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

Ship To	
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Satellite Beach, FL 32937	



## 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 ecavations.	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

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Signature Name / Title Date

Subtotal:	\$141,473.89
Sales Tax: (7.5%)	\$5,905.67
Total:	<u>\$147,379.56</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.



# Quote

Date	Estimate #	
12/17/2024	37077	

## The Play & Recreation Experts

## **Project Name**

Playground and surfacing

**Customer / Bill To** 

Satellite Beach, FI 32937

Montecito CDD Kisha Wagner

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Montecito CD Kisha Wagner 208 Montecito D Satellite Beach, FL 32937

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Item	Description		у	Cost	Total:
	Supply and Install GFP recycled play structure     Install 2600 square feet of poured in place     rubber surfacing, with a 50% color tpv and 50%     black tpv over an aggregate rock subbase.     Install 40 tons aggregate sub base for additional space (or less if sub surface is stable and only need top dress w compacting)     removal and disposal of existing play equipment and rubber surfacing				
CPE Shipping	**PLAY EQUIPMENT** Custom Playground GFP Model 30279 Combined Shipping and Freight Charges		1 1	55,498.38 3,118.75	55,498.38T 3,118.75
TPV-BT TPV-CT24 SBR ARODT AROPT Shipping	**SURFACING MATERIALS** Premium 1350 Black Granules T Color TPV Granules T SBR Buffings PremArc Aromatic T Binder Drum PremArc Aromatic Binder-T Pail Combined Shipping and Freight Charges  **RAW MATERIALS**		55 55 209 5 9	37.00 105.00 28.35 1,699.00 182.00 2,760.00	2,035.00T 5,775.00T 5,925.15T 8,495.00T 1,638.00T 2,760.00
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sales transaction.

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gnature	Name / Title	Date

Subtotal:	
Sales Tax: (7.5%)	
Total:	

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# Quote

Date	Estimate #
12/17/2024	37077

## The Play & Recreation Experts

# **Project Name**

Playground and surfacing

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Customer / Bill To
Montecito CDD
Kisha Wagner
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Satellite Beach, Fl 32937

Ship To	
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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 ecavations.	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

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Name / Title Date Signature

Subtotal:	\$141,992.90
Sales Tax: (7.5%)	\$5,952.49
Total:	\$147,945.39

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.

Superior Fence & Rail Proposal for Chain Link Fence





# **Proposal for Fencing Installation**



Wagner, Kisha		Date 11/29/2024
Customer's Last Name, First Nam	200	
208 Montecito Drive		
Service Address		
Satellite Beach, FL 32937		
City, State, Zip		
(603) 921-7710	kwagner@vestapropertyservices.com	Satellite Beach
Preferred Phone No.	Customer's E-mail Address	Municipality
☐ Yes Permit required?  ☑ No	Homeowner to obtain permit (Superior Fence & Rail to obtain permit of permit before installation)	Yes Plot plan or survey available? No
	APPROXIMATE LAYOUT	
FENCE FOOTAGE CONTAINED IN	THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE AD USED, AS SET FORTH IN TERMS AND CONDITIONS)	JUSTED BASED ON ACTUAL FENCE FOOTAGE
	Bushes have to be trimmed back for install fence on elevated block wall.  Replace 6-4'H X 3/4" Bronze Pickets along playground. Pickets include rubber caps. Existing fence has scalloped and arched alternating sections.	

Superior Fence & Rail Contact Information:

Superior Fence & Rail of Brevard County, Inc. 2778 N Harbor City Blvd #102 Melbourne, FL 32935 (321) 636-2829 A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

#### Superior Fence & Rail of Brevard County, Inc.

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

- B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.
- C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.
- D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.
- E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.
- F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

#### TERMS AND CONDITIONS

- G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.
- H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.
- I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.
- J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.
- K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.
- L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.
- M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.
- N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

- O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.
- P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.
- Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLECT, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.
- R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.
- S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.
- T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

- U) Subcontractors. Superior may, at it's discretion, subcontract all or part of the labor required to complete the project.
- V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

Superior Fence & Rail Contact Information:



# **Proposal for Fencing Installation**



#### PRODUCT SPECIFICATIONS:

4'H Commercial Blac Specifications: Pos	ck Vinyl Coated Cha st: 2" // 2-1/2", Rail:				
JOB OPTIONS:					
(1) 4ft SS Standard	Gate Standard Late	h			
5 - PVC/Aluminum -		''			
500 - Replace 6 pick	=				
l coo respined a pier					
JOB NOTES:					
JOB NOTES.					
Customer to clear fer No Returns for Speci					
Approximate Start Da	ite: 2/14/2025		All dates are app	roximate and subject to change based o	n unforeseen
			events including	inclement weather, permitting delays, c	hange orders,
Approximate Finish D	ate: 2/20/2025			ng delays. See terms and conditions for	
that may be custom made, as	specified in this Agreement	. You unders	stand and agree that this Agreem	I/or order and arrange for the delivery of special order merchandise, includent constitutes the entire understanding between you and Superior and the sagreement expressly supersedes them.	
Do not sign if blank or incomp your legal rights.	lete. By signing, you acknow	vledge that y	you have read, understand, and a	accept this Agreement in its entirety. You further acknowledge receiving a	complete copy. Keep it to protect
				ions included herein. By signing this proposal and providin s and services in accordance with those Terms and Conditi	
			indicated below. If You are presented to the fee may apply for credit card	paying by credit or debit card, the account may be charged or de I transactions.	ebited (as applicable) on the
Combract America	\$4,850.59				
Contract Amount	\$0.00				
Sales Tax	\$2,425.30				
Deposit Amount		DUE IN	I FULL IMMEDIATELY	7	
Remaining Balance	\$2,425.30	Due up	oon completion	Jason Pimenta	11/29/2024
Accepted by:				Superior Authorized Representative Signature	Date
			11/29/2024	Jason Pimenta	
Customer's Signature			Date	Superior Authorized Representative	
Customer's Initials:	BY INITIA	ALING, Y	OU AUTHORIZE	Superior Fence & Rail Contact Information:	

BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

Superior Fence & Rail of Brevard County, Inc. 2778 N Harbor City Blvd #102 Melbourne, FL 32935 (321) 636-2829

# **Installation Overview Agreement**

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

1.	<u>Public Utilities.</u> Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.	Initial		
2.	Private Utilities. There are some underground items that are your responsibility to identify. The utility companies do not mark			
۷.	these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:			
	a. Sprinkler heads and underground irrigation lines.			
	b. Underground water lines that feed a swimming pool or other structure.			
	c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.			
	d. French drains or related items.			
	e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.			
	f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.			
	g. Any and all septic, leach or drain lines or fields.			
	h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.			
	i. Any other non-public utilities.			
	You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages.	Initial		
3.	<u>Fence Location.</u> You are responsible for the location of the fence. If your fence is contracted to be installed along your			
	property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback			
	requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation.	Initial		
4.	Required Clearance for Fence Installation. To provide room for a proper installation, all vegetation, including but not limited to			
4.	brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions	r e		
	Superior has the option to do the either of the following, at our sole discretion:  a. Charge you a trip charge of up to \$500, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or			
	b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to \$25 per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground	e		
5	Hard Digs. On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of			
٠.	installation. When we encounter those conditions, you will be charged an additional \$50 for each hole that is deemed to			
	constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to			
	avoid the extra costs associated with the hard dig.	Initial		
6.	Access to Power and Water. We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the			
	construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of			
	the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well.	Initial		
7.	Homeowner's Association Obligation. If your home is part of a Homeowner's Association (HOA), you will agree to obtain			
•	required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting			
	HOA approval or for ensuring that your fence complies with your HOA requirements. You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.	Initial		
8.	<u>Pre-Installation Property Walk.</u> You agree to be present at your property for at least 15-30 minutes on the day of the			
	installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with ou installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30	r 		
	minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from			
	work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with			
	the scheduled time frame.			
9.	Post Installation Property Walk and Final Payment. You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you			
	filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office			
	to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment.	Initial		
	<u>X</u> 11/29/2024			
	Customer's Signature Date			
	X Jason Pimenta 11/29/2024			
	Superior Fence & Rail Contact Information:  Date			
	Superior Fence & Rail of Brevard County, Inc.			
	2778 N Harbor City Blvd #102			
	Melbourne, FL 32935			

(321) 636-2829

Playground Boss





ACCOUNT REP: Ryan Samuelson ryan@playgroundboss.com
1-800-878-0320 ext. 110

QUOTE #: 122724-30987

DATE CREATED: 12-27-2024

Quote is valid for 30 days

## **PROJECT CONTACT**

IS THIS CORRECT?

#### **■ SHIP TO / SITE CONTACT**

PROJECT CONTACT: Kisha Wagner

COMPANY: Montecito CDD

ADDRESS: 208 Montecito Drive

Catallita Danah El 2202

Satellite Beach, FL 32937

**EMAIL:** kwagner@vestapropertyservices.com

**PHONE:** 603-921-7710

SHIPPING / SITE CONTACT: Kisha Wagner

COMPANY: Montecito CDD

SHIP TO ADDRESS: 208 Montecito Drive

Satellite Beach, FL 32937

EMAIL: kwagner@vestapropertyservices.com

**PHONE:** 603-921-7710

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Custom Play Structure SKU: PGBCUSTOM Monkey Maze with Shades	\$ 37,869		\$ 37,869
	Safety Use Zone: 45ft x 31ft Child Capacity: 43 Designed For Ages: 5 to 12 Activities: 14			
	INCLUDES FREE SAFETY SIGN			
	Production is 12-14 weeks			
	Powder-coated steel equipment designed for durability and corrosion resistance, making it suitable for use in coastal environments near the ocean.			
1	Poured In Place Rubber SKU: PIP Variants: COLOR BLEND: Tan / Black Poured in Place 2750 SqFt installed up to 2in depth - includes up to 4 sub-base compacted to 95%	\$ 65,863 se		\$ 65,863
	<ul> <li>Price quoted does not include concrete, excavation, or drains unless otherw noted.</li> </ul>	ise		
1	Removal SKU: REMOVAL Demo and removal of play structure and 2,750 sq.ft. of PIP	\$ 17,998		\$ 17,998
3	Dumpster Rental SKU: DUMPSTER Roll Off Dumpster (for disposal of shipping crate, play structure, PIP, and packing materials)	\$ 985		\$ 2,955
	Professional Installation SKU: INSTALL	\$ 16,870		\$ 16,870
	Customer Installation Note Installed in existing Play Area			
	Site is accessible, but does not have access to water/electricity.			

## I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Subtotal \$ 141,555 Tax \$ 0

\$ 141,555

Account Rep: Ryan Samuelson ryan@playgroundboss.com 1-800-878-0320 ext. 110

Authorized Purchaser:	
Date:	

Have questions about this quote?

CALL US 1-800-878-0320



QTY

ACCOUNT REP: Ryan Samuelson ryan@playgroundboss.com
1-800-878-0320 ext. 110

**QUOTE #: 122724-30988**DATE CREATED: 12-27-2024

**TOTAL** 

Quote is valid for 30 days

#### **PROJECT CONTACT**



#### SHIP TO / SITE CONTACT

**PROJECT CONTACT:** Kisha Wagner

COMPANY: Montecito CDD

ADDRESS: 208 Montecito Drive

Satellite Beach, FL 32937

**EMAIL:** kwagner@vestapropertyservices.com

**PHONE:** 603-921-7710

**PRODUCT** 

SHIPPING / SITE CONTACT: Kisha Wagner

COMPANY: Montecito CDD

SHIP TO ADDRESS: 208 Montecito Drive

Satellite Beach, FL 32937

**DISCOUNT** 

**EMAIL**: kwagner@vestapropertyservices.com

**PHONE:** 603-921-7710

**PRICE** 

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

1	The Hills SKU: PGB-34524 Variants: COLOR SCHEME: Natural FREE SHIPPING - Age: 2 to 12, Child Capacity: 46, Play Activities: 19 Safety Use Zone: 45ft x 33ft FREE Safety Sign for Ages 2-12 << IN-STOCK and AVAILABLE FOR IMMEDIATE DELIVERY >> Powder-coated steel equipment designed for durability and corrosion resistance, making it suitable for use in coastal environments near the ocean.	\$ 84,532	\$42,306	\$ 42,226
1	Poured In Place Rubber SKU: PIP Variants: COLOR BLEND: Tan / Black Poured in Place 2750 SqFt installed up to 2in depth - includes up to 4 sub-base compacted to 95%  - Price quoted does not include concrete, excavation, or drains unless otherwise noted.			\$ 65,863
1	Removal SKU: REMOVAL Demo and removal of play structure and 2,750 sq.ft. of PIP	\$ 17,998		\$ 17,998
3	Dumpster Rental SKU: DUMPSTER Roll Off Dumpster (for disposal of shipping crate, play structure, PIP, and packing materials)	\$ 985		\$ 2,955
	Professional Installation SKU: INSTALL	\$ 18,152		\$ 18,152
	Customer Installation Note Installed in existing Play Area Site is accessible, but does not have access to water/electricity.			
	Can be installed within 2-3 weeks in most locations.			

## I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Subtotal \$ 147,194 Tax \$ 0

\$ 147,194

Account Rep: Ryan Samuelson ryan@playgroundboss.com 1-800-878-0320 ext. 110

Authorized Purchaser:	
Date:	

Have questions about this quote?

CALL US 1-800-878-0320

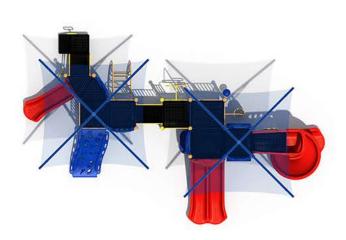


Ages 2 to 12 Use Zone: 45ft x 33ft Child Capacity: 46 Play Activities: 19

# The Hills







# **One Hundred (100) Year Limited Warranty**

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.



# Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

# **Five (5) Year Limited Warranty**

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

# Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.



# One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with publishedspecifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



ACCOUNT REP: Ryan Samuelson ryan@playgroundboss.com
1-800-878-0320 ext. 110

QUOTE #: 122724-30989

DATE CREATED: 12-27-2024

Quote is valid for 30 days

#### **PROJECT CONTACT**



## **◄** SHIP TO / SITE CONTACT

**PROJECT CONTACT:** Kisha Wagner

COMPANY: Montecito CDD

ADDRESS: 208 Montecito Drive

Satellite Beach, FL 32937

**EMAIL:** kwagner@vestapropertyservices.com

**PHONE:** 603-921-7710

SHIPPING / SITE CONTACT: Kisha Wagner

COMPANY: Montecito CDD

SHIP TO ADDRESS: 208 Montecito Drive

Satellite Beach, FL 32937

EMAIL: kwagner@vestapropertyservices.com

**PHONE**: 603-921-7710

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Monkey Maze SKU: PGB-41025 Variants: COLOR SCHEME: Natural FREE SHIPPING - Safety Use Zone: 45ft x 31ft Child Capacity: 43 Designed For Ages: 5 to 12 Activities: 14 INCLUDES FREE SAFETY SIGN	\$ 66,738	\$33,369	\$ 33,369
	<>< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>			
	Powder-coated steel equipment designed for durability and corrosion resistance, making it suitable for use in coastal environments near the ocean.			
1	Poured In Place Rubber SKU: PIP Variants: COLOR BLEND: Tan / Black Poured in Place 2750 SqFt installed up to 2in depth - includes up to 4 sub-bas compacted to 95%	\$ 65,863 se		\$ 65,863
	<ul> <li>Price quoted does not include concrete, excavation, or drains unless otherwinoted.</li> </ul>	ise		
1	Removal SKU: REMOVAL Demo and removal of play structure and 2,750 sq.ft. of PIP	\$ 17,998		\$ 17,998
3	Dumpster Rental SKU: DUMPSTER Roll Off Dumpster (for disposal of shipping crate, play structure, PIP, and packing materials)	\$ 985		\$ 2,955
	Note Recommending Hip Shade for Phase II of project to cover play area.			
	Professional Installation SKU: INSTALL	\$ 15,150		\$ 15,150

Customer Installation Note Installed in existing Play Area

Site is accessible, but does not have access to water/electricity.

Can be installed within 2-3 weeks in most locations.

## I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

\$ 135,335

\$0

\$ 135,335

Subtotal

Tax

Account Rep: Ryan Samuelson ryan@playgroundboss.com 1-800-878-0320 ext. 110

Authorized Purchaser:

Date:

Have questions about this quote?

? CALL US 1-800-878-0320



Ages 5 to 12 Use Zone: 45ft x 31ft Child Capacity: 43 Play Activities: 14

# Monkey Maze SKU: PGB-41025





# **One Hundred (100) Year Limited Warranty**

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.



# Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

# **Five (5) Year Limited Warranty**

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

# Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.



# One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with publishedspecifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.