

Montecito Community Development District

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The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday July 2, 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**
- **Pledge of Allegiance**
- **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 June 4, 2025, Board of Supervisors Meeting Minutes
Vendor Report

- ProGreen Services LLC Monthly Executive Summary

Old Business Matters

2. Road Repairs and Seal Coating Update
3. Discussion of Amenity Center Furniture
4. Discussion of Paver Repair at the Entrances
5. Status of Consumptive Use Permit (CUP) Compliance

New Business Matters

6. Review and Consideration of Amenity Management Contract
7. Consideration of Payment Authorization Nos. 21 - 24
8. Review of District Financial Statements (under separate cover)

Staff Reports

- District Counsel
- District Engineer
- District Manager

- General Manager
 - General Manager's Report
 - Sidewalk Cleaning throughout the Community

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

**Review and Consideration of the June 4, 2025,
Board of Supervisors Meeting Minutes**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, June 4, 2025
208 Montecito Drive, Satellite Beach, Florida 32937
9:30 a.m.**

Board Members present at roll call:

Debra Reitz	Assistant Secretary
Mark Nehiba	Chairperson
Rich Adams	Assistant Secretary
Rich Wellman	Vice Chairperson

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC
Vivian Carvalho	District Manager- PFM Group Consulting LLC (via phone)
Rick Montejano	District Accountant - PFM Group Consulting LLC (via phone)
Gazmin Kerr	ADM – PFM Group Consulting LLC (via phone)
Ginger Wald	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A. (via phone)
Thomas Degrace	District Engineer – Culpepper & Terpening, Inc. (via phone)
Kisha Wagner	General Manager – Vesta Properties
Sara Miles	Vesta Properties
Kyle Nelson	Vesta Properties
Rusty Kahoe	Progreen Services LLC
Zac Carr	Progreen Services LLC
Various Audience Members	

FIRST ORDER OF BUSINESS

Organizational Matters

**Call to Order, Roll Call and Pledge
of Allegiance**

Ms. Ripoll called the meeting to order at 9:30 a.m. and a quorum was established.

Mr. Adams led the pledge of allegiance.

Public Comment Period

A resident noted he had submitted a request for landscaping on a patch of CDD property. He asked for an update on that request. He gave an overview of what landscaping work he had done to make it look better.

Mr. Nehiba noted the new budget starts in October and the need for sod is determined by Progreen. Mr. Kahoe stated seeding will start once the rainy season is in full effect. He will add the area mentioned by the resident.

There was brief discussion regarding the new turf.

Ms. Kerchman commented regarding the sod placement. Mr. Kahoe noted there was a treatment done a week ago in that area and ProGreen is keeping an eye on the weeds.

There was a brief discussion regarding the artesian wells and their locations. Mr. Kahoe noted they are scheduled to be turned off. He also requested that no one turn them on without permission from Progreen.

Administrative Matters

Review and Consideration of the May 7, 2025, Board of Supervisors Meeting Minutes

The Board reviewed the minutes.

On motion by Mr. Wellman, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the May 7, 2025, Board of Supervisors Meeting Minutes.

Vendor Report

- **ProGreen Services LLC
Monthly Executive
Summary**

Mr. Carr gave an overview of the Progreen monthly executive summary and ongoing projects. He reviewed Quote #8816 for an irrigation two-wire fault, in the amount of \$3,706.00. He also reviewed Quote #8639 for landscape installation due to dead plants.

It was noted there is no budget for new planting at this time, until October 1. Progreen will bring Quote #8639 back to the Board at that time.

On motion by Ms. Reitz, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Quote #8816 from Progreen for the irrigation two-wire fault, in the amount of \$3,706.00.

Ms. Wagner noted the good job that Progreen is doing. Mr. Kahoe recommended residents to send kudos emails to Ms. Wagner.

SECOND ORDER OF BUSINESS

General Business Matters

Road Repairs and Street Seal Coating

Mr. Wellman gave an update on the road repairs and seal coating. He noted flyers and maps were distributed to residents and thanked everyone who helped. He recommended purchasing a laser printer for the District for future communication. He gave an overview on all that has taken place thus far in regard to the repair, noting that the weather caused an extension of a week. Mr. Wellman will review the repairs once completed prior to the final payment being sent. He recommended Pothole Heroes as a future vendor.

Mr. Nehiba thanked Mr. Wellman for his work. Ms. Wagner also thanked everyone for their help.

Update on Vesta Existing Contract

Ms. Ripoll gave an update on the Vesta contract. She noted there is a verbal agreement, but final contract completion is still in the process.

Mr. Nehiba noted his disappointment with Vesta and the entire process.

Mr. Wellman commented on the original Vesta contract terms.

Kyle, from Vesta, discussed the current issues and noted he would like to step in and be able to complete the contract, with requested revisions.

Ms. Reitz recommended getting a proposal from other vendors to make a comparison.

Ms. Wald noted the contract with Vesta will expire on September 30, and gave an overview of the choices that the Board has. Ultimately, it is up to the Board whether they want to

get other proposals, continue with Vesta's contract, or terminate Vesta's contract. There is a 30-day written notice requirement.

The Board reviewed the Vesta requested changes within the contract.

On motion by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved District Management to get proposals for Amenity Management.

The board had a brief discussion regarding the termination of the Vesta contract.

On motion by Mr. Nehiba, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the termination of Vesta Properties service and to give a 30-day termination notice.

There was discussion regarding Ms. Wagner's position. There will be discussion with District Management in regard to this.

Discussion Regarding E-bikes and Golf Carts on Sidewalks

Mr. Wellman gave an overview of the comments and issues regarding E-bikes and golf carts on sidewalks. He also reviewed the Florida Rules and Regulations regarding E-bikes and golf carts on sidewalks. He requested a rule/regulation be created for the CDD that all private electric or gas vehicles be restricted from operating on sidewalks.

There was brief discussion regarding the golf carts on sidewalks and the process of enforcement.

Ms. Ward noted what other District's have done. She recommended going to the City of Satellite Beach to ask for their help with the adoption of an ordinance. This would allow the police to enforce the ordinance. District Counsel will provide examples of the ordinance for the Board's review. She also gave an overview of the rule-making process for the Board.

Mr. Nehiba noted that the City of Satellite Beach is currently determining if they will create an ordinance regarding this already. He recommended going to City Hall when this comes up, in order to lobby for it.

There was discussion regarding what types of vehicles are included in the proposed ordinance.

Mr. Nehiba will be in communication with Ms. Ripoll on any updates.

Mr. Wellman discussed the liability issues related to any injuries. Ms. Ward gave an overview of the duty of the District, negligence, and liability. She also noted that the District has sovereign immunity. She recommended moving forward with the ordinance request, not the rule making so that the rules can be enforced.

Ms. Wellman, a resident, recommended having an email blast sent out to residents regarding the issue.

Discussion of Amenity Center Furniture

Ms. Ripoll requested permission from the Board to get proposals for design and furniture options.

Ms. Wagner noted she would like to bring a company in to give her recommendations, at no additional charge, as to the design and as to what is needing replacement.

The Board discussed the color options and noted the furniture should stay within the color scheme that is already there. There was also discussion regarding the age of the furniture.

Mr. Wellman noted the furniture should be more practical for events and use.

There was discussion regarding what type of furniture should be purchased. Ms. Wagner will follow up with catalogs and options.

A few residents gave suggestions on what types of furniture would be good for the Amenity Center. Ms. Wellman recommended viewing other clubhouses in other communities.

Mr. Nehiba noted this would come out of next fiscal year's budget, unless it's capital.

Ms. Ward gave an overview of the statutory process and options relating to replacing the old CDD furniture.

Ms. Ripoll noted this will remain on the July agenda.

Discussion of Paver Repair at the Entrances

Mr. Degrace gave an overview of the paver repair. He noted there have been three proposals received and provided an overview of those proposals. The proposals were in the amount of \$8,500.00, \$3,500.00, and \$1,200.00. The recommendation is to move

forward with Groundworks Paver and Turf for \$1,200.00. The District Engineer is waiting for the final written proposal. This proposal is for two paver repair locations.

Ms. Ripoll noted this will remain on the July agenda.

Discussion of Sidewalk Cleaning throughout the Community

Mr. Wellman gave an overview of the need for sidewalk cleaning throughout the community. He requested proposals for this scope of work. He noted there is 95,000 square feet of sidewalk in the community. He also stated there are sidewalk repairs needing to be completed.

Ms. Wagner will follow up.

Ms. Ripoll noted this will remain on the July agenda.

Ratification of Payment Authorization No. 14-20

Ms. Ripoll stated these are for contractual obligations and have been approved by Ms. Glynn.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District ratified Payment Authorizations Nos. 14-20.

Review of District Financial Statements

Ms. Ripoll stated the financials are as of April 2025.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Ms. Wald reminded the Board of the deadline of July 1 for their Form 1. She noted the forms are online and also reminded the Board of their required annual Ethics Training that is self-reported. District Management can send out the links to training for the Board. District Counsel is working on the 2025 State Legislation Memo and will have it for the Board's review at the next meeting.

District Engineer – Mr. Degrace noted they are working on the CUP permitting and have been in communication with the St. Johns River Water Management District. He stated there is one meter that either needs to be calibrated or replaced for Well #2. Mr. Kahoe has a contractor contact for that scope of work. Mr. Degrace will email the location to Ms. Ripoll and Ms. Wagner to follow up.

Mr. Wellman noted there is a calibration meter schedule. There was a brief discussion regarding this. He stated there may be an additional meter located in the shed. Mr. Degrace will follow up.

Mr. Degrace also stated they are working on the encroachment descriptions for the driveways. Ms. Ripoll noted this will be kept on the agenda.

District Manager – Ms. Ripoll noted that the next Board meeting is scheduled for July 2, 2025, at 9:30 a.m., at the same location.

General Manager –

- **General Manager's Report - TV Purchase and Installation**

Ms. Wagner gave an overview of the General Manager's report. This included an update on the excavation by FP&L that took place for a pool installation. During the pool installation, a pipeline was broken. This was repaired and the sod and mulch have been replaced.

Ms. Wagner gave an update on the painting of the clubhouse. She noted there are a couple of areas that still need to be fixed. She also gave an update on the playground and noted the vendor is waiting for their engineer. She will follow up again.

Ms. Wagner reviewed several repairs and installations that will be taking place including the pedestrian gate at Shearwater, the hydraulic hinges, the wall area that was hit and has a large chip, and three new waste stations. She also noted the new TV has been installed in the gym and looks great.

There was brief discussion regarding the Wi-Fi for the TV's and the bandwidth needed for streaming.

Ms. Wagner has received 7 or 8 quotes for the landscape lighting. The quotes provide different options. She will share with Mr. Wellman. This will be brought back before the Board to review.

Ms. Wagner reviewed the options and prices for the Clubhouse TV and the mount. Ms. Ripoll noted she will check Costco and Sams as well for prices and make sure that it is tax exempt. The Board discussed the sizing of the TV. This will be brought back before the Board to approve.

Ms. Wagner gave an update on the waste station usage and locations. There was brief discussion regarding the locations. It was noted pickup and disposal is scheduled on Mondays and Thursdays.

Mr. Wellman discussed the signage that was installed.

Ms. Wagner agreed with the recommendation to purchase a roll out cart for chairs. Ms. Ripoll noted District Management will get the cart.

Ms. Wagner requested permission to get quotes for new lounge chair cushions. Mr. Nehiba agreed. She also would like to create a sign that states residents cannot move pool furniture and umbrellas need to be brought back into the clubhouse when they are no longer being used.

There was a brief discussion regarding an incident that happened with the pool furniture.

Supervisors Requests & Audience Comments

Mr. Adams had a comment regarding the revenue for the bond. Ms. Ripoll noted any questions or for pay off, residents can contact the District Management office.

Mr. Wellman recommended the District purchase an AED device for the first aid kit. Ms. Ripoll will follow up.

Mr. Wellman also noted there is an area at the end of Redondo that needs a barrier. This could include some landscaping options around the barrier. Ms. Reitz will follow up with Progreen and will bring it back before the Board for review. Ms. Wagner noted she meets with Mr. Kahoe on Tuesdays.

Mr. Wellman recommended converting the library into a utility storage area with double doors. This is where the chair cart could be stored. However, there is an exit door in that area. The Board discussed.

A resident noted that the library is used on a small scale but should still be there for residents. Ms. Wagner noted the other closet and library need to be cleaned out.

Ms. Wagner recommended having community events and gave a few ideas. Mr. Nehiba agreed. It was noted the Social Committee is trying to do that. It would be helpful to have

Ms. Wagner be the leader and the committee would help. It was noted these have to be listed as Lifestyle groups.

There were no further Supervisor requests or comments at this time.

Adjournment

There was no further business to come before the Board.

On MOTION by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD adjourned the June 4, 2025, Board of Supervisors' meeting at 11:34 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Montecito Community Development District

ProGreen Services LLC Monthly Executive Summary

Date: 6/24/25

Montecito CDD Monthly Executive Summary – ProGreen Services

Maintenance Service Schedule:

Mowing Schedule & Service Overview:

We are currently operating on a **weekly mowing schedule** throughout the community.

- **Townhome side** is serviced on **Mondays and Tuesdays**.
- **Clubhouse and Single-Family side** is serviced on **Wednesdays and Thursdays**.
- **Detailing** is completed on **Thursdays and Fridays**, following a rotating schedule to ensure all areas of the community receive consistent attention over time.

Fertilizer Ban Notice – Brevard County:

As a reminder, **Brevard County's seasonal fertilizer ban** is currently in effect from **June 1st through September 30th**. During this period, the use of nitrogen-based fertilizers is prohibited in accordance with local environmental regulations to protect the Indian River Lagoon. We will resume our standard fertilizer program after the ban is lifted in October, and we continue to focus on proper mowing heights, irrigation, and overall turf health in the interim.

Irrigation System Update:

We are pleased to report that the **irrigation system is now back to normal operation** following the completion of the paving project. All zones have been reactivated, and routine monitoring is ongoing to ensure optimal performance and coverage across the community.

Completed Projects:

Meetings:

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

Please find below a recap of the landscaping services performed for the CDD areas during the past month.

Week Ending on 6/6/25:

- Mowed the CDD areas for the week.
- Crews are having to work around the paving project, so it is causing delays in service as they are inhibited by cars parking along curbs and not having access to the complete roadways for maneuverability.

- Met with Kisha regarding the CDD areas. Discussed the paving project updates, irrigations schedule and monthly board meeting. Spot spraying of the turf in CDD easement areas, and maintenance schedule due to the rain on Monday.
- Attended the Monthly Board Meeting and Quote 8618 - Irrigation repair was approved. Quote 8639 was tabled until the new budget is in place in Oct.
- Spot spraying of the turf in CDD easement areas around the clubhouse, and easement sections in the single-family sections.
- Removed the dead Viburnum on the west side of the clubhouse.
- Turned off the wells at the West and Club house pump stations.

Week Ending on 6/13/25:

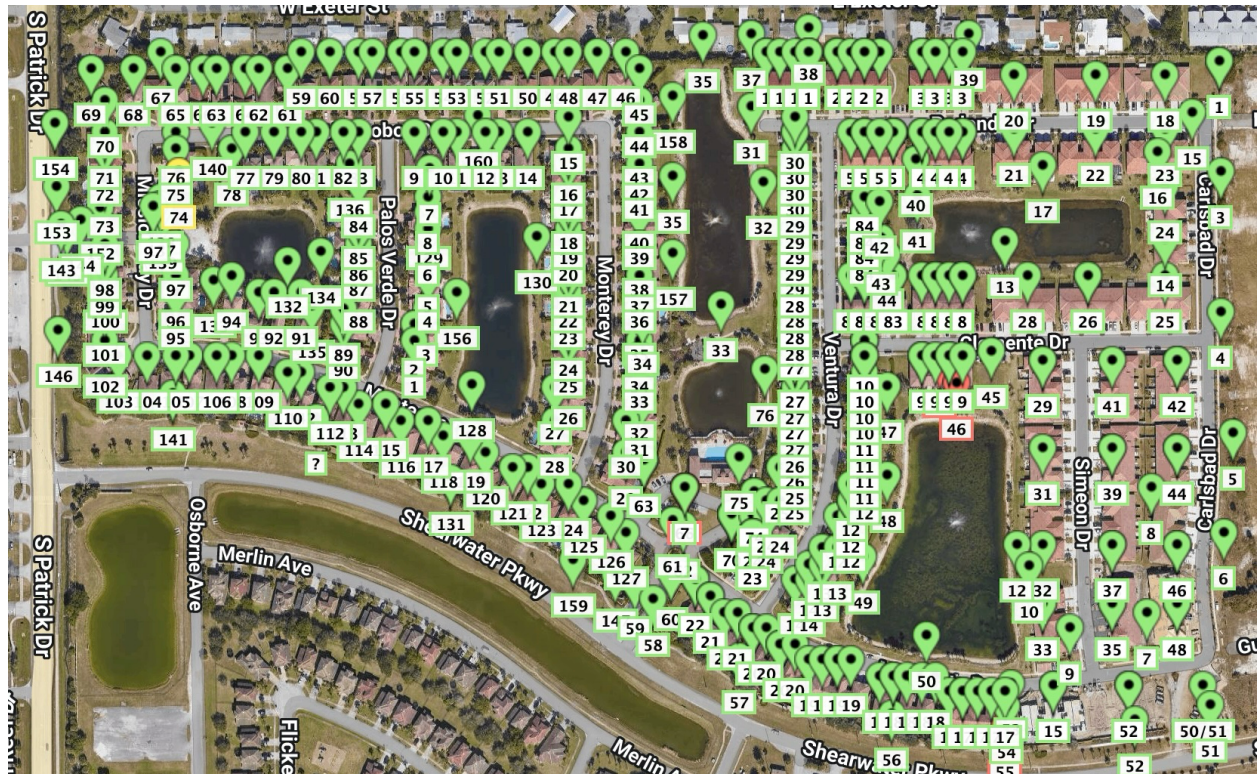
- Provided mowing services in the CDD easement areas of the community.
- Sprayed the west side South Patrick entrance and the west side pump station.
- CDD report for - 113 and 125 Redondo Drive - Question about replacing sod in the easement area. Once the overseeing project test is completed, we will look to expand this with the board's permission.
- CDD report for - 174 Redondo Drive - Question about replacing sod in the easement area. Once the overseeing project test is completed, we will look to expand this with the board's permission.
- Property tour with Mark - Inspected entrances and monuments. Discussed the grass seed project for the easement areas in the single-family section and returning the irrigation system to normal operations.
- Sprayed the outside perimeter wall bedding areas, around the clubhouse and the lake north of Clemente.
- Manually watered the sod along the west pump station areas.
- Sprayed the perimeter wall rock bedding area on Carlsbad, and CDD sections in the single-family section.
- 394 Point Lobos - Stuck Valve during irrigation schedule. Coordinated with Angie to shut down the pump to prevent flooding. Angie is going to make up the schedule during the next few days.
- Coordinated with Angie to have the irrigation returned to a normal schedule.
- 394 Point Lobos - Stuck Valve during irrigation schedule. Gates locked at the residence prevented us from entering the back yard to inspect and complete any repairs.
- Completed sprayed the lake north of Clemente.
- Detailing around the clubhouse.

Week Ending on 6/20/25:

- Provided mowing services in the CDD easement areas of the community.
- Submitting a quote to install red crimson rock along the Carlsbad fence areas that its currently old roadway.
- Sprayed the rock areas along fence on Carlsbad
- Sprayed the front of the club house and the playground areas.

- Installed mulch in the sidewalk areas at the park/beach area across from the South Patrick Entrance.
- 151 and 153 Montecito Drive - Report of possible chinch bug activity. Scheduled a IPM treatment for the area.
- Trimmed the sidewalk trail from the Single-Family section to the playground.
- Sent mulch quote for the side areas at the park/beach area across from the South Patrick Entrance.
- Completed the two-wire install with conduit quote 8618 for the west controller Zones 94 - 135
- Trimmed in the Townhomes CDD areas.
- 394 Point Lobos - Valve replacement - Stuck
- 305 Point Lobos - Homeowner reporting that irrigation is running daily in the easement areas - Investigating. Updated Angie to remove daily watering from the schedule for this newly sodded area.

Current Irrigation Map: 6/24/25





ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 8893

ADDRESS

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

DATE
06/19/2025

TOTAL
\$1,365.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape Installation - Deliver and Install Dark Brown Mulch in the beach/park area across from the South Patrick entrance. 21 Cubic Yards client will only be billed on what is installed.	21	65.00	1,365.00

We appreciate the opportunity!

TOTAL

\$1,365.00

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

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



Montecito Community Development District

Road Repairs and Seal Coating Update



Montecito Community Development District

Discussion of Amenity Center Furniture







Montecito Community Development District

Discussion of Paver Repair at the Entrances



Montecito Community Development District

Status of Consumptive Use Permit (CUP) Compliance



Montecito Community Development District

Review and Consideration of Amenity Management Contract

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT

THIS GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2025, by and between:

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

BERMAN CONSTRUCTION LLC, a Florida limited liability company, having its principal and mailing address at 6820 Marwick Lane, Suite 150, Orlando, Florida 32827 (the "Contractor").

RECITALS

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

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

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

WHEREAS, Contractor has agreed to operate and manage the District Amenities, District property, and contractors/vendors in accordance with the terms of this Agreement; and

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

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. **ENGAGEMENT OF SERVICES**

A. The District agrees to utilize Contractor to provide operation and management services in accord with the terms of this Agreement.

B. Term. This Agreement shall be effective on _____, 2025 (the "Effective Date") and the initial term shall continue through September 30, 202____ (the "Initial Term"). After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one year each upon the mutual consent of the parties.

C. Services. Contractor shall perform all normal duties associated with staffing, operating, managing, and maintaining the Amenities and the District property, and managing District contractors and vendors to ensure its smooth operation and to help promote the safe enjoyment by members of the clubhouse and residents, landowners and visitors. Contractor shall furnish such services as more particularly described herein, and in the Scope of Services, Policies and Procedures, Terms and Fees and Montecito CDD Amenities Scope of Work attached hereto and incorporated herein as Composite Exhibit A (collectively, the "Services"). For all matters pertaining to and arising out of this Agreement and the Services provided hereunder, Contractor shall report directly to the District Manager or such other authorized individual as determined by the District Board of Supervisors.

D. Compensation. The annual amount payable to Contractor for services provided pursuant to this Agreement shall be **ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED THIRTY-FOUR AND 00/100 (\$122,434.00) DOLLARS** (the "Annual Contract Amount"). District agrees to pay Contractor a monthly management fee equal to 1/12 (\$10,202.83) of the applicable Annual Contract Amount. This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with providing the Services. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the "Approved Reimbursables"). Invoices shall be paid net thirty (30) days upon receipt by District. NOTWITHSTANDING, CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO BE COMPENSATED FOR SHIFTS THAT ARE NOT STAFFED; WHICH CORRESPONDING AMOUNTS MAY BE DEDUCTED BY THE DISTRICT FROM THE MONTHLY MANAGEMENT FEE. The repeated failure by Contractor to staff all shifts as provided in this Agreement may be considered, in the District's discretion,

abandonment of the Agreement by the Contractor and could result in termination of the Agreement by the District. The parties agree that holidays are limited to the following days, which are paid holidays for Contractor employees, and are included in the Annual Contract Amount:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
~~Thanksgiving Day~~
Friday after Thanksgiving Day
Christmas Day

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

- H. Contractor shall perform regular inspections of the Amenities, District property, and District facilities to monitor their conditions and operation and maintenance needs. This includes oversight of District onsite contracts with contractor and vendors, including, but not limited to: landscaping, vehicle gate access, lake service, lake fountains, irrigation reporting, and any other contracts or vendors providing service to the Amenities, District property, or District facilities.
- I. Contractor shall operate the Access Control Systems installed at the District Amenity Center.
- J. Unless otherwise directed by the District Board of Supervisors, the Contractor shall attend, through its General Manager or an individual knowledgeable of the District operations and maintenance responsibilities, the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the general management of the Amenities.
- K. Notwithstanding that which is set forth in Composite Exhibit A of this Agreement, Contractor shall maintain the cleanliness of the Amenities indoor space, including the kitchen, meeting rooms, fitness room, and bathroom areas. Contractor shall maintain cleanliness and the general appearance of all of the Amenities indoor spaces. Additionally, Contractor shall fill soap dispensers and paper product dispensers. Contractor shall keep all storage closets in neat and orderly condition and equipment and cleaning supplies shall be properly stored. Contractor shall regularly wipe down of fitness equipment in accordance with industry standards. Contractor shall maintain and clean the Amenities and its facilities, including but not limited to wiping down the pool furniture and fitness equipment as needed, straightening up the meeting room, offices, and fitness center, and supplementing other janitorial maintenance duties in between visits from the janitorial maintenance vendor.
- L. Contractor shall regularly check and test all safety equipment at the Montecito Beach Club Amenity Center, including the pool and pool area and the neighboring playground, and secure and maintain adequate inventory for First Aid kits adequate to the size and operation of the Amenities.
- M. Contractor shall manage customer service complaints and inquiries and coordinate regularly with the District Manager regarding same.
- N. Contractor shall coordinate meeting room rentals in accordance with the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center and other adopted protocols and policies of the District, as amended from time to time.
- O. Contractor shall assure that standard accounting procedures acceptable to the District are utilized in connection with the provision of Services under this

Agreement.

- P. Contractor shall conduct background checks, at Contractor's expense, of all employees and Staff in accordance with the requirements of Florida law.
- Q. As part of this Agreement, Contractor shall and is expected to furnish, on a weekly basis, the number of hours specified in Composite Exhibit A of personnel for On-Site Services and zero (0) hours at janitorial services at the Montecito Beach Club Amenity Center, as more particularly detailed in Composite Exhibit A. District reserves the right to add or reduce hours with thirty (30) days' notice and mutual agreement with Contractor.
- R. Contractor shall raise and lower the flag(s) located on the pole(s) in front of the Montecito Beach Club Amenity Center, in accordance with Presidential or Governor's Proclamations..
- S. Contractor shall furnish parking enforcement services pursuant to the Amended Parking and Towing Rules, as amended from time to time.
- T. Office hours will be Monday through Sunday (7 days a week), 9:00 AM to 5:00 PM. The General Manager hours shall be Monday through Friday, 8:00 AM to 5:00 PM (one hour lunch break). The Facilities Attendant hours shall be on Saturdays and Sundays for a total of sixteen (16) hours per week. For those times when a staff member of the Contractor is not on site at the Montecito Beach Club Amenity Center (i.e. after hours between 5:00 PM and 8:00 AM) or is otherwise unavailable, Contractor shall be available on a 24/7 basis through an accessible call center telephone line answered by a live person to receive comments, complaints, or concerns, and to address items or concerns requiring immediate attention. Contractor shall provide an after-hours call center telephone number that can be published by the District. The General Manager and the Facilities Attendant shall answer after-hours emergency calls. In the event the General Manager is off from work for any reason whatsoever, including sickness or vacation, for more than two (2) consecutive workdays, Contractor shall provide an experienced individual adequately trained to provide the services of the General Manager to replace the regular scheduled General Manager until she or he returns to work. The Facility Attendant does not constitute a suitable substitute for the purposes of this provision.

3. RECREATION PROGRAMS. As part of this Agreement, the General Manager shall be permitted to schedule/create Recreation Programs and Special Events for the strict enjoyment and benefit of the Members and Non-Resident Members of the District and their respective guests, utilizing funds within the annual amounts budgeted by the District for Special Events, funds secured through reasonably priced fees, or a combination thereof. Subcontracted vendors of the Contractor that provide such services may contract directly with the District or with Contractor. In the event the vendor contracts directly with Contractor, a fee of 15% of the net

revenue generated from the program or event shall be due to Contractor for processing and insurance indemnification coverage. If Contractor provides such services directly using Contractor staff or a preferred vendor, Contractor shall pay the District the sum of 15% of the gross revenues generated.

4. GENERAL CONDITIONS.

- A.** It may be necessary for Contractor to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases shall be in accordance with the District Rules of Procedure and the policies of the District Board of Supervisors, shall be coordinated with the District Manager, and shall be fully consistent and compliant with the approved District annual budget for the applicable fiscal year. Any extraordinary purchase not contemplated in the approved District budget shall be approved by the District Board of Supervisors. Any goods, materials, or equipment purchased by Contractor in accordance herewith or on behalf of the District shall be owned by the District.
- B.** Costs incurred by Contractor due to emergencies, urgencies, or at the direction of the District, that are the responsibility of the District, shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Contractor.
- C.** If Contractor becomes aware of any capital improvements to the Amenities or District property, then Contractor shall make recommendations to the District Manager and shall solicit proposals for consideration. Such recommendations and proposals shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. If capital improvements are to be contracted for by Contractor, instead of the District, Contractor shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvement and any such procurement must be performed in accordance with the District's adopted Rules and Procedures, the Amended Rules, Policies, and Fees for the Montecito Beach Club Amenity Center, the Amended Parking and Towing Rules, and applicable Florida law governing community development districts, as such are amended from time to time.
- D.** Contractor is an independent contractor. Contractor's staffing at the Amenities, and in particular, the clubhouse shall consist of On-Site Contractor employees. Contractor shall be responsible for all of its employees' compensation and for payment of all relevant taxes, worker's compensation and other related charges. Contractor shall have sole authority as an independent contractor in dealing with its employees.
- E.** Contractor agrees to cooperate with and advise the District Manager with respect to establishing and amending facility hours, policies and procedures, rules and regulations, and other matters of importance for the smooth operation and management of the Amenities.

- F. Contractor agrees that it shall be responsible for reporting to the District Manager all known problems with the Amenities, its facilities and equipment.
- G. Contractor shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District, except in the case of a real emergency, in which case the prior consent of the District Manager shall be required.

5. TERMINATION.

- A. ~~Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days written notice of said party's intent to terminate. The District shall pay, in accordance with the terms of this Agreement, the monies owed to Contractor for that period after termination of this Agreement when services were performed by Contractor. In the District's sole discretion, the District may terminate this Agreement without cause and demand Contractor immediately remove its personnel and property from the Amenities; however, if the District makes such a demand, the District shall pay Contractor the monies owed it, as if Contractor had continued to perform under this Agreement for thirty (30) days after the District's notice of the termination of this Agreement without cause.~~
- B. Within fifteen (15) days of the termination of this Agreement, the Contractor shall (i) prepare a full and complete accounting of all transactions in connection with the Amenities, (ii) turn over and deliver to District all records, documents, contracts, agreements, plans, accounts, computer files or other documentation pertaining to the Amenities and this Agreement, and (iii) deliver to District all cash, investments, receivables deposits. Contractor shall be entitled, at its expense, to retain copies of all books, records, etc. pertaining to this Agreement with the exception of any membership lists, address lists for members, owners or residents of the District, and the like. Contractor agrees that it shall cooperate with District to affect an efficient and orderly transition of responsibility with respect to the management of the Amenities upon termination or expiration of this Agreement.

6. INSURANCE.

- A. Contractor shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:
 - (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida, covering all of Contractor's employees, whether or not working at or in connection with the Amenities of the District.

- (ii) Commercial General Liability Insurance with minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage and \$2,000,000 Aggregate. Comprehensive General Liability Insurance shall include Premises/Operations; Contractual Liability; Personal Injury; Products/Completed Operations; and Broad Form Property Damage; Cross Liability and Severability of Interest Clause.
 - (iii) Employer's Liability Coverage with minimum limits of \$1,000,000 Bodily Injury by Accident per accident, \$1,000,000 Bodily Injury by Disease per person, and \$1,000,000 Bodily Injury by Disease policy limit.
 - (iv) Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 Each Claim, \$2,000,000 Aggregate, with a deductible or self-insured retention amount no greater than \$250,000. Such insurance shall include prior acts coverage sufficient to cover the services under this Agreement and Contractual Liability to cover liability assumed under this Agreement, to the extent insurance under such Professional Liability Insurance.
 - (v) Auto Liability Insurance covering non-owned and hired automobile equipment with minimum limit of \$1,000,000 for injury or death of any person, for any occurrence and property damage.
- B.** The District shall be named as an additional insured in all policies of insurance identified in Section 6.A.(ii) above. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policy(ies) of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Contractor.
- C.** The monetary limit and types of coverages set forth herein shall not be construed as a limit of the Contractor's liability.

7. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B.** Contractor will indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Contractor's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any

way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of Contractor's officers, directors, agents, assigns, or employees. Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in the doctrine of sovereign immunity, Section 768.28, Florida Statutes, or any other applicable Florida laws.

- C. To the extent permitted and as authorized by Florida law and the protections afforded the District pursuant to the doctrine of sovereign immunity, Section 768.28, Florida Statutes, and other applicable Florida laws, District will indemnify, save and hold the Contractor harmless and shall defend the Contractor from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of District's officers, directors, agents, assigns, or employees, which cause harm to persons or property and arising out of or in any way connected with the performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of District's officers, directors, agents, assigns, or employees.

8. BOOKS AND RECORDS; PUBLIC RECORDS.

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

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

and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. ~~All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.~~

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

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

**PFM GROUP CONSULTING, LLC
3501 QUADRANGLE BLVD., SUITE 270
ORLANDO, FLORIDA 32817
TELEPHONE: 407-723-5900
EMAIL: ripollv@pfm.com**

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

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

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

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

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

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

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

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

A. If to Contractor: Berman Construction LLC
6820 Marwick Lane, Suite 150
Orlando, Florida 32827
Attn: President

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

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

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

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

17. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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

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

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

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

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

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

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

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

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

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

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

29. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below the Contractor is not listed on a Scrutinized Companies list created

pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, the Contractor further certifies that:

- A. Contractor is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

- C. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

- D. Contractor is not engaged in business operations in Cuba or Syria.

Contractor acknowledges that this Agreement may be terminated at the option of the District if Contractor is found to have submitted a false certification.

30. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor

any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

32. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion

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

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Mark Nehiba, Chairperson
Board of Supervisors

Print name: _____
Secretary/Assistant Secretary

Date: _____, 2025

**BERMAN CONSTRUCTION LLC, a Florida
limited liability company**

WITNESSES:

By: _____
Samantha Sharenow, Executive Vice President

Print name

Date: _____, 2025

Print Name

Composite Exhibit A

SCOPE OF SERVICES

The following duties are normal for this position of General Manager (GM}. The omission of a specified statement of duties does not exclude them from the classification if the work is similar, related or a logical assignment for this classification.

Other duties may be required and assigned.

JOB IDENTIFICATION

Location: Montecito Community Development Districts, Satellite Beach, FL
Department: Community Development District (CDD} FACILITIES SERVICES
Exemption Status: Non-Exempt
Reporting: District Manager/Board of Supervisors

JOB DESCRIPTION

The General Manager (GM} is the on-site representative of the District and is the first point of contact with community residents on a day-to-day basis. This person is responsible for the overall supervision of administration and appearance of the District's public facilities and/or amenities, including the supervision of any outside contractors or maintenance staff contracted by the District. The General Manager is responsible for implementing all policies and procedures established by the District management company, is required to have a thorough knowledge of residential communities served and be willing to assure that personal response regarding problems or requests for service is handled as expeditiously as possible. The work schedule of the General Manager must be flexible in order to monitor resident requests, contractors and emergencies, meanwhile maintaining equilibrium in the community. The General Manager will maintain an on-site office at the Montecito Beach Club.

GENERAL

The GM reports to the Chairman of the District Board of Supervisors (unless otherwise determined by the District Board of Supervisors} and the District Manager (DM}.

The GM position is a non-exempt position for the purposes of the Fair Labor Standards Act.

- 1) Responsible to ensure that the District's facilities and amenities are maintained in a professional and safe manner.
- 2) Open and close Amenity Center.
- 3) Serves as the on-site representative of the District to residents; formulates and initiates plan of action to correct problems/issues and communicates plan of action to residents.
- 4) Coordinate and register new residents and members for access to the Amenity Center and entrance gates, update resident and member records (computer and physical files). Issue replacement access cards and gate clickers, update security records of Sonitrol (or other District vendor) providing similar services, schedule Amenity Center rentals and set-up for rental events, inspect Amenity Center after rental events.
- 5) Formulate plans of action to correct problems and issues, correct problems/issues without use of third-party vendor, when possible, appropriate, and practical, and report to Board of Supervisors with recommendations of corrective action when appropriate to do so. Recommend to the Board of Supervisors future repair, maintenance or improvement projects related to Amenity Center and other District infrastructure and amenities.
- 6) With respect to the Amenity Center and recreational facilities and landscaping/grounds maintenance, provide budgetary input; assist in monitoring and controlling expenditures and make recommendations pertaining to the control and reduction of expenses.
- 7) Assists in developing procedures and policies relating to use, maintenance, and inspection of the District's facilities and amenities, and implement approved procedures and policies.
- 8) Oversees and administers performance of operations-related contracts by outside contractors to ensure that the District is receiving full benefit; performs site inspections and identifies deficiencies to contractors and ensures that the deficiencies are promptly corrected by contractors.
- 9) Assists in the negotiation of operations-related contracts and preparation of bid and proposal specifications: request and obtain estimates for third-party vendor maintenance and repairs for items not covered under current contracts.
- 10) Supervise and oversee maintenance of swimming pools, stormwater facilities, and lakes; coordinates construction, operation, and maintenance of community park/landscaping, landscape and grounds maintenance and projects, stormwater

management systems, street lighting, and street signs; conducts safety inspections of lakes, or other areas; coordinates control of vegetation in drainage system for maximum drainage.

11) On a daily basis, ensure and confirm lake fountains operating correctly.

12) Supervises grounds maintenance and landscaping projects; oversees mowing and edging activities; oversees planting, maintenance, watering, and trimming of trees, shrubs, flowers, and landscape areas; oversees removal of trees/limbs grinding of stumps; oversees aeration, seed application, sod installation, and spreading of mulch or other ground materials; oversees application of fertilizers, herbicides, and pesticides; oversees raking, blowing, pickup and disposal of grass clippings, leaves, brush, debris, litter, and other materials.

13) Supervises maintenance of parks; oversees agronomic activities, including turf grass selection, establishment, and fertilizer, nutrition, and water management.

14) Operate Amenity Center office computer systems, including a personal computer and general office equipment as necessary to complete essential functions, to include the use of word processing, spreadsheets, e-mails, Internet, and other computer-related tools.

15) Communicates with the Chairman of the District Board of Supervisors (unless otherwise directed by the Board of Supervisors), the District Manager, and the District Board of Supervisors as necessary to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction. Utilize and update the District's Online Ticket System for tracking pending issues and projects for those matters requiring more than one (1) day to resolve or remedy. This includes the requirement that the General Manager review the Online Ticket System on a daily basis, at a minimum, for tickets assigned to the GM, address such tickets, and update the Online Ticket System with progress updates. Administer and regularly update information pertaining to the District's parking policy and parking rules.

16) Ensures the District's compliance with all applicable permit requirements.

7) Coordinate with the District Manager to maintain and regularly update a vendor/contractor calendar relating to all District vendors.

18) Set up Amenity Center for meetings and workshops of the District Board of Supervisors and approved District events.

19) Monitor, report, and follow-up on security-related incidents.

20) Receive, deposit, and refund checks received in connection with the Amenity Center and report same to the District Manager.

21) Coordinate and monitor ongoing or scheduled construction, operation and maintenance related to District property and infrastructure, identify, and inform contractors of any deficiencies or defects, and ensure corrections of deficiencies or defects by contractors.

22) Conduct routine and regular safety and site inspections of lakes, pools, playground area, and the Amenity Center, including, but not limited to the fitness center, game area, and main room, and complete reports regarding such inspections. Report necessary corrective action to the Chairman of the Board and the District Manager, complete corrective action within such authority provides under this Agreement and applicable District rules.

24) Prepare District Facilities, including, but not limited to, the Amenity Center for impending storm or disaster-related events and prepare post-storm disaster damage assessment report.

25) Serves as the Liaison with the Board of Supervisors and District staff; attend monthly board meetings, workshop meetings, and weekly ticket issue review calls; prepare written weekly status reports to the Chairman of the Board of Supervisors and the District Manager; and at meetings of the Board of Supervisors, present summary report detailing recent activities, pending items, and recommended actions requiring direction from the District Board of Supervisors.

26) Performs other duties as assigned by the Chairman of the Board of Supervisors (unless otherwise directed by the District Board of Supervisors) and the District Manager.

This list of essential functions is for illustrative purposes only. The omission of task(s) does not exclude such task(s) from the scope of work required in the position. The order of the essential job functions set forth above is not intended to indicate a level of importance or the frequency in which that function will be performed. Management retains the right to assign other or additional duties, in its sole discretion.

POLICIES AND PROCEDURES
MONTECITO COMMUNITY DEVELOPMENT DISTRICT

1. General Manager will notify Residents, in a timely manner, of any Closure of any Amenity or Disruption of Irrigation services that is estimated to last longer than 24 hours. The notification will include an estimate of the length of time of the Closure. An Update will be provided every 48 hours until the Amenity or irrigation system is open or back in service. The method of notification will be by E-Blast.
2. Staff's Office Hours, as set by the BOS, will be Monday thru Sunday (seven (7) days a week, (365) days a year, 8:00 AM to 5:00 PM including a one (1) hour lunch break. GM's work week is Monday through Friday (40 hours) a week. The Facilities Attendant works Saturday and Sunday for a total of (16 hours) a week.
3. In the event of the GM is off during the work week (sickness, vacation, etc.) for more than (2) workdays an Equally Qualified and Experienced GM will replace the regularly scheduled GM.
The Facilities Attendant is not a suitable substitute.
4. The GM shall schedule the Facilities Attendant's work to be performed during the weekends.
5. A monthly Time Sheet of Hours worked by the GM and Facilities Attendant shall be kept, signed and added by the GM to their Monthly Report.
6. The GM and Facilities Attendant shall have Performance Reviews completed by the District Manager and the entire BOS after six (6) months of continuous employment as well as annually on their date of hire.
7. Staff will dress appropriately and professionally in Polo Shirts with a readable Name Tag including Title/ Position.

TERMS AND FEES

1. The Annual Fee for the Contractor's Services (Vesta) will be \$122,434.00 annually, paid in 12 monthly payments of 10,202.87. The monthly Invoiced payment (with credits for any days of absence) will be made after services have been rendered.
2. Vesta shall invoice once Monthly after services have been performed. The Facility will be staffed seven (7) days a week except for emergency situations.
3. Invoices will be paid net thirty (30) days upon receipt.
4. Vesta shall carry General Liability coverage of at least 1,000,000.00, including employer's liability coverage of \$250,000.00, as well as Professional Liability Insurance. Vesta shall be responsible for all necessary Insurance payments (including Workman's Compensation), payroll taxes and the provision of various benefits of its staff.
5. Additional hours incurred for the purpose of preparing the facility and grounds for extreme weather conditions or recovery after a storm are billable at a rate of \$50.00 hourly. This service will not be provided without the consent of the General Manager and Chairman of the Board of Supervisors.

- Afterhours phone number

6. These terms and conditions will be effective , 2025 and continue
thru September , 2026.

SCOPE OF WORK

A. See Attached Exhibit "A" TASKS

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Montecito CDD Amenities Scope of Work

TASKS	FREQUENCY	GM/FA	VENDOR	ADD-ONS
Patrol District for Parking Violations (AM)	Daily	x		
Patrol District for Parking Violations (PM)	Daily	x		
Inspect Camara System are functioning as designed	Daily	x		
Inspect clubhouse, kitchen, library and game room and report any deficiencies	Daily	x		
Inspect entrance fountains are functioning as designed	Daily	x		
Inspect vehicle gates are functioning as designed	Daily	x		
Inspect fitness center and restrooms and note any deficiencies	Daily	x		
Inspect pool, pool deck, restrooms and entrance gates and note any deficiencies	Daily	x		
Maintain pool deck furniture and umbrellas	Daily	x		
Validate lake fountains are running correctly and report any deficiency	Daily	x		
Open and close amenity center	Daily	x		
Respond to service tickets and ensure repairs are completed	Daily	x		
Assist residents with any COD question or concern (in person or phone)	Daily	x		
Inspect all key pads are working as designed.	Daily	x		
Run Sonitrol access report to ensure all cards are assigned	Daily	x		x
Desinfect the clubhouse, fitness center, restrooms and game room	Daily	x		x
Blow off debris from pool deck and clubhouse entrances	Daily	x		
Add water to pool pump area ports to keep water levels maintained			x	
Pick up dog waste bags throughout the community	Daily	x		x
Water plants in pots at amenity center entrance and pool deck	Daily		irrigation	
Provide weekly status reports of items completed or found deficient	Weekly	x		
Meeting with landscape vendor	Weekly			
Conduct safety inspections of lakes, pools, playground, fitness center and clubhouse	Weekly			x
Janitorial service (clubhouse, restrooms, fitness center, game room and office)	daily- weekly	x	x	
Meeting with Chairman □ c.. \- < o- + □ ev, e: w mee. h1115	Weekly			
Meeting with pool vendor	3xweekly	x		
Validate pedestrian entrance gates are working as design	Weekly	x		x
Clean windows in the cluhouse, fitness center, game room, kitchen and office	Weekly	x		
Oversee Routine landscape maintenance	Weekly	x		
Attend board meetings	Monthly	x		

Issue replacement access card and gate transponders	As needed	x	
Register new residents	As needed	x	
E-blast send to resident providing community updates	As needed - weekly	x	x
Schedule Amenity center clubhouse rentals	As needed	x	
Set up amenity center for rental events	As needed	x	
Update resident records	As needed	x	
Collect, review and forward to District all Temporary Easement Applications received	As needed	x	
Update Sonitrol records	As needed	x	
Assist in negotiations of operations-related contracts	As needed	x	
Ensure deficiencies are corrected by contract	As needed	x	
Ensure Districts compliance with applicable permit requirements	As needed	x	
Identify deficiencies to contractor	As needed	x	
Maintain vendor calendar	As needed	x	
Perform vendor work site inspections	As needed	x	
 Validate Annual Inspection of Fire extinguishers	 Annual	 x	
Validate Annual pool inspection	Annual	x	



Montecito Community Development District

Consideration of Payment Authorization Nos. 21 – 24

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #21
5/13/2025

Item No.	Payee	Invoice	General Fund
1	Brevard Pools, Inc. May Pool Maintenance	234736	\$ 1,003.00
2	City of Melbourne Utilities Water & Sewer, Acct: 181592-219109, 03/19/2025 - 04/16/2025	14069762	\$ 261.58
3	Coverall North America May Cleaning Service	1000161603	\$ 650.00
4	Culpepper & Terpening Engineering Services Through 03/31/2025	101349	\$ 7,550.63
5	Florida Department of Health Pool Permit (Permit # 05-60-050701)	05-BID-7831587	\$ 350.00
6	Florida Door Control of Orlando Entry Gate Keypad Diagnosis	1086352	\$ 360.00
7	Insight Irrigation Monitoring May Irrigation Monitoring	3053	\$ 600.00
8	PFM Group Consulting April District Management	DM-04-2025-36	\$ 4,166.67
9	ProGreen Services Irrigation Repair - Clubhouse Controller Irrigation Repairs - Zone 22 Irrigation Repairs - Zone 156	25182 25183 25186	\$ 3,549.61 1,049.00 488.12
10	Solitude Lake Management May Fountain Maintenance	PSI167649	\$ 1,268.80
11	Superior Fence & Rail of Brevard County Outstanding Balance for Inv# 26753 (Paid Separately) Hydraulic Hinge Install - Deposit (Paid Separately)	26753BAL 2025.04.02	\$ 2,308.26 754.48
12	Vesta Property Services May Management Services	426089	\$ 13,520.47
13	VGlobalTech May Website Maintenance	7313	\$ 185.00
		TOTAL	\$ 38,065.62

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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #22

5/20/2025

Item No.	Payee	Invoice	General Fund
1	Billing, Cochran, Lyles, Mauro & Ramsey General Counsel Through 04/30/2025	192621	\$ 4,290.00
2	PFM Group Consulting April Postage	OE-EXP-05-2025-34	\$ 2.35
3	ProGreen Services Irrigation Repair	25497	\$ 583.03
	Irrigation Repair	25500	434.61
	Irrigation Repair - 754 Carlsbad	25504	1,100.00
4	Sonitrol of Tallahassee May Fire Detection Services	587692	\$ 612.09
5	Supervisor Fees (5/7/2025 Meeting) Debra Reitz	2025.05.07	\$ 200.00
	Rich Wellman	2025.05.07	200.00
		TOTAL	\$ 7,422.08

District Manager / Assistant District Manager

Chairman / Vice Chairman

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #23

6/3/2025

Item Number	Payee	Invoice Number	General Fund
1	Brevard Pools, Inc. Pool Repairs - Replaced Stenner Pinch Tube	235543	\$ 24.95
2	Commercial Health & Exercise Fitness Equip R&M	17189	\$ 350.00
3	Culpepper & Terpening Engineering Services Through 04/30/2025	101430	\$ 4,100.39
4	Gannett Florida LocaliQ Legal Advertising 01/23/2025 (Ad: 10965573) Legal Advertising 02/20/2025 (Ad: 11036656) Legal Advertising 03/20/2025 (Ad: 11119779) Legal Advertising 04/24/2025 (Ad: 11232833)	6933503 6985658 7039257 7094137	\$ 205.13 205.13 208.46 205.13
5	PFM Group Consulting May District Management Fee	DM-05-2025-36	\$ 4,166.67
6	ProGreen Services Irrigation Repair East Pump Zone 8	25506	\$ 539.52
7	Pothole Heroes Asphalt Repair Deposit Misc. Deposit	24FLORL00201222P 25FLORL00201559S	\$ 16,667.60 2,860.40
8	Solitude Lake Management Fountain 4A Installation	PSI169927	\$ 4,750.00
9	Sonitrol of Tallahassee June Fire Detection Services	592198	\$ 612.09
10	UMB Bank FY25/26 Trustee Fees	1011380	\$ 3,000.00
TOTAL			\$37,895.47

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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #24

6/10/2025

Item Number	Payee	Invoice Number	General Fund
1	Brevard Pools, Inc. June Pool Maintenance	236474	\$ 1,003.00
2	Insight Irrigation Monitoring June Irrigation Monitoring	3108	\$ 600.00
3	ProGreen Services Irrigation Repair - Mainline Leak Repair Irrigation Repairs - Redondo Club House Pump Irrigation Repairs East West and Club House Pump June Landscape Maintenance Landscape Installation	25620 25622 25623 25757 25867	\$ 727.28 140.75 668.25 6,500.00 6,600.00
4	Solitude Lake Management June Fountain Maintenance	PSI175916	\$ 1,268.80
5	VGlobalTech June Website Maintenance	7396	\$ 185.00
TOTAL			\$17,693.08

District Manager / Assistant District Manager

Chairman / Vice Chairman



Montecito Community Development District

Review of District Financial Statements



Montecito Community Development District

Staff Reports



Montecito Community Development District

District Manager



Montecito Community Development District

General Manager



Montecito Community Development District

General Manager's Report

Montecito CDD

208 Montecito Drive, Satellite Beach, Florida

321-777-9460

General Manager: Kisha Wagner

**June Monthly Report
July Meeting**

• **Admin:**

- All tasks fulfilled.
- Weekly meetings with ProGreen.
- Parking policy / Community drive through.
- Emails
- HR meeting
- Meetings with Chairman

IMPORTANT:

Road work has been completed. PHH is scheduled to pressure wash all driveways and common areas affected by tar marks.

Pending items / updates

⇒ **Clubhouse and pool deck:**

- ✓ Pest control
 - Pool deck has been fumigated for ants.
- ✓ Pool Furniture Policy
 - Signs received and installed.

⇒ **Playground: ARC**

- ✓ The notice of commencement has been processed.
- ✓ Waiting for permits.
- ✓ Playground equipment in transit.

⇒ **Pavers pressure wash:**

- ✓ Meeting with vendor scheduled. Quotes will be presented at the meeting.

⇒ **Pavers sinking (CDD): NON-EMERGENCY**

- ✓ Meeting with vendor scheduled.

⇒ **ClubhouseTV:**

- ✓ Purchased on 6/24/2025. Expected delivery on 7/15. TCL - 98" Class Q6-Series 4K UHD HDR QLED Smart Google TV (2024)
SAVED \$1341.00 + Installation free

⇒ **Fountain / Pond:**

- ✓ **All fountains have been inspected by Solitude.**
- ✓ **Fountain #1 (Lake Coquina) – Working properly.**
- ✓ **Fountain #2 (Lake Pacifica) – Working properly.**
- ✓ **Fountain #3 (Lake Sonoma) - Working properly.**
- ✓ **Fountain #4 (Lake Cataline)- Working properly.**
- ✓ **Fountain #5 (Lake Valencia) –Working properly.**
- ✓ **Fountain #6 (Lake Pasadena) – Working properly.**

⇒ **Dog Stations**

- ✓ All 4 waste stations emptied and disinfected 2x week.
- ✓ Four additional dog stations to be purchased.

⇒ **Fire hydrants**

- ✓ Flushed on 6/6/2025

⇒ **Clubhouse furniture**

- ✓ Ideas will be presented

⇒ **New / Replacement lounge chairs cushions**

- ✓ Waiting for quotes



Montecito Community Development District

Sidewalk Cleaning throughout the Community