

*Montecito Community
Development District*

Meeting Agenda

January 25, 2023

AGENDA

Montecito
Community Development District

Meeting Agenda

**Wednesday
January 25, 2023
10:30 AM**

**Montecito Beach Club
208 Montecito Drive
Satellite Beach, Florida**

- I. Roll Call
- II. Public Comment Period
- III. Organizational Matters
 - A. District Management Transition to Howard McGaffney
 - B. Consideration of Resolution 2023-04 Appointing Assistant Secretary
 - C. Acceptance of Resignation of Supervisor Eric Smith
 - D. Consideration to Appoint Individual to Fulfill the Board Vacancy with Term Ending November 2024
 - E. Administration of Oath of Office to Newly Appointed Supervisor
 - F. Consideration of Resolution 2023-05 Electing Assistant Secretary
 - G. Discussion of Amenity Operations and Procedures
 - H. Discussion of Supervisors Areas of Oversight
- IV. New Business Items
 - A. Discussion and Consideration of Demand Letter – *Separate Cover*
 - B. Consideration of Landscape Agreement
 - C. Ratification of Fiscal Year 2022 Audit Engagement Letter
 - D. Review of Purchasing Procedures
 - E. Discussion of E-Bikes and Golf Carts
- V. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Consideration of Check Register(s)
 - ii. Balance Sheet and Income Statement
 - D. Amenity Manager
 - i. Lake Pasadena & Lake Sonoma Fountain Repair
 - ii. Permitted Required Water Testing Proposal
 - iii. Pool Service Proposal
 - iv. Playground Equipment Replacement/Addition
 - v. Signage
 - vi. Facility Operations Update
- VI. Supervisor's Requests
- VII. Adjournment

SECTION III

SECTION B

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF ASSISTANT SECRETARY OF THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Montecito Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within Satellite Beach, Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Assistant Secretary.

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

Section 1. Howard McGaffney is appointed Assistant Secretary effective immediately. Effective immediately, the existing Assistant Secretary, Jeremy LeBrun, is removed.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2023

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE-CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

SECTION C

From: Jeremy LeBrun jlebrun@gmscfl.com 
Subject: Fwd: Resignation
Date: January 12, 2023 at 12:48 PM
To: Cari Urrutic currutic@gmscfl.com

JL

Begin forwarded message:

From: Eric Smith <esmithcdd@gmail.com>
Subject: Resignation
Date: December 13, 2022 at 10:56:13 AM EST
To: Jeremy LeBrun <jlebrun@gmscfl.com>

Good Morning,

Jeremy,

I'm writing to you, that effective today, December 13, 2022 at 5pm, I'm resigning my position with The Montecito CCD, Asst Secretary Seat # 3. I'm aware of my obligation to file Form 1F with the Brevard County Supervisor of Elections. Additionally, I will be deleting my CDD email account, effective immediately. I can be contacted at the following. I want to extend my gratitude and appreciation to you and the Board Members.

Thank you for the opportunity to serve.

Eric C Smith
689 Monterey Drive
Satellite Beach, FL. 32937

email esmith1165@cfl.rr.com
Home phone 321 426 4117
Cell number 321 514 9479

Jeremy LeBrun
District Manager
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
Office: (407) 613-2944
E-mail: jlebrun@gmscfl.com



SECTION F

RESOLUTION 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
MONTECITO COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing Assistant Secretaries, and such other officers as the Board may deem necessary.

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

SECTION 1. DISTRICT OFFICERS. The following persons are elected to the offices shown:

Assistant Secretary _____

SECTION 2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____ 2023

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION IV

SECTION B

LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT is made and entered into effective as of the 23 day of DEC, 2023, between **MONTECITO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Owner" or "District"), with a mailing address is, 219 E. Livingston Street Orlando, Florida 32801, and **PROGREEN SERVICES, LLC**, a Florida limited liability company (hereinafter referred to as "Contractor"), whose mailing address is 5450 10th Avenue North, Greenacres, Florida 33463.

RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit B, Contractor's Proposal dated November 7, 2022 (Exhibit E) all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit B (attached hereto and incorporated herein by reference).

b. The following List of Exhibits is applicable to the Services:

- i. Exhibit A, List of Contract Documents.
- ii. Exhibit B, Scope of Services.
- iii. Exhibit C, Work Authorization Form.
- iv. Exhibit D, General Release.
- v. Exhibit E, Contractor's Proposal.

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on

February 1, 2023, and shall perform the same in accordance with any schedules set forth in these Contract documents, including but not limited to schedules set forth within the Scope of Services in Exhibit B.

4. DISTRICT MANAGER.

a. The Owner's authorized representative shall be Governmental Management Services Central Florida, LLC, (herein referred to as the "District Manager") with a mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under this Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, an annual Fixed Fee in the amount of **\$98,500.00**, which annual fee consists of **\$78,000.00** for grounds maintenance, fertilization and pest control and irrigation inspection services ("general services") and not-to-exceed **\$20,500.00** for arbor care services ("annual services"). Work falling under annual services includes one trim per year for Oaks at **\$6,500.00** and one trim per year for Palms at **\$14,000.00**, which work under annual services must first be presented in the form of a Work Authorization to the District Board of Supervisors and approved prior to such work being performed by Contractor. The Contractor shall invoice the Owner on a monthly basis in the amount of **\$6,500.00** for the general services. The Contractor shall invoice the Owner for the annual services after performance of said annual services.

b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an invoice in such form and with such detail as the Owner requires.

c. Based on the invoice, and the approval issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's invoice and of such other documentation to verify the amount owed as the Owner may require,

whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any invoice.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, additional work or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in this article, in accordance with paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

f. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provision of Article 8 of this Agreement. Should this occur, a revised Scope of Services and Price Sheet will be agreed upon in writing by both Owner and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with This Agreement.

7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$1,000,000 and \$1,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage

which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a., shall be with companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insureds, the Owner, the individual Board of Supervisors, and the District Manager. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold harmless, Owner, its Board of Supervisors, and the District Manager, against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorney's fees) arising directly or indirectly from or out of any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Contract.

d. Nothing herein shall be construed as or constitute a waiver of Owner's Immunity or limitations on liability beyond those contained in section 768.28, Florida Statutes, or other statute or law.

8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the

amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement. Such books and records may be subject to public records laws and may be treated as such.

11. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of

Owner's obligations under this Agreement.

12. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

13. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

14. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Montecito Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attention: Jeremy Lebrun, District Manager

Copy to: Billing, Cochran, Lyles, Mauro & Ramsey, PA
515 E. Las Olas Blvd., Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

If to Contractor: Progreen Services, LLC
5450 10th Avenue North
Greenacres, Florida 33463
Attention: President

and to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the appropriate court in and for Brevard County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to

be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

16. Term. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on September 30, 2025. Thereafter, the parties have the option of renewing the contract for two (2) additional one-year periods upon mutual agreement in writing.

17. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its obligations hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

18. 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 CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

Governmental Management Services-Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
TELEPHONE: (407) 841-5524
EMAIL: jlebrun@gmscfl.com

19. CONFLICTS. In the event of a conflict between or among any provisions of this Agreement and the terms and conditions of Exhibits A, B, C, D and/or E, then the terms and conditions of this Agreement shall control, followed by Exhibit B.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
effective as of the day and year first above written.

Contractor:

PROGREEN SERVICES, LLC
5450 10th Avenue North
Greenacres, Florida 33463

Owner:

MONTECITO COMMUNITY
DEVELOPMENT DISTRICT
219 E. Livingston Street
ORLANDO, FL 32801

By: W. Clark Whidden

Print Name: W. Clark Whidden

Its: Pres./ CEO

Dated: 12/23/22

By: _____

Print Name: _____

Its: _____

Dated: _____

EXHIBIT A

LIST OF CONTRACT DOCUMENTS

1. LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT
2. SCOPE OF SERVICES (with attachments, as applicable)
3. WORK AUTHORIZATION FORM
4. GENERAL RELEASE
5. CONTRACTOR'S PROPOSAL

EXHIBIT B

SCOPE OF SERVICES

Scope of Services

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Scope of Services. These general requirements and procedures are as follows:

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:30 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:30 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner.

1.2 Key Personnel

1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

1.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services. Project Manager shall attend CDD Meetings at the request of the District Manager.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the community and any other customer/party associated with the Project are knowledgeable of the

Project and the Services the Contractor is performing.

1.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and Federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable.

1.6 Facility Location

The Owner **shall not** provide a facility on the Project Site for the Contractor as part of this Scope of Services.

1.7 Subcontractors

If the Contractor, as a part of the performance of its obligations, elects to employ Subcontractors, the follow shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents.

1.9 Document Control and Data Management

1.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued

by this Contractor. A “document log” shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The “log” shall outline document titles and dates, the originator, received dates, and to/from information. This “log” shall be updated monthly and submitted to the Owner when requested.

1.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

1.10 **Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

1.11 **Ownership of Data**

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the obligation, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all data, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all data to the Owner.

1.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from irrigation system as directed by the Owner. All replacements shall meet the current size, specifications, and quality of surrounding related material. Any other Owner items damaged due to the Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of approval from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

2.0 COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a "need-to-know" basis. The Owner shall provide the meeting location.

Coordination of the construction, operation, and general maintenance at the Project is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with the need to know are crucial to the success of the Project. While all parties involved with the Project cannot be identified at this time, a partial list is provided as follows:

- District Manager
- District Engineer
- District Representative

- Aquatic Weed Control Maintenance Contractor
- Spectrum
- AT&T
- City of Satellite Beach
- Brevard County and its various departments
- Florida Department of Transportation
- SJRWMD
- Adjacent property owners, as directed by the Owner

2.2 **Contractor's Project Manager**

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. **SCHEDULED OPERATIONS AND MAINTENANCE**

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Montecito, specifically the areas of CDD maintenance. Attachment A includes plan identifying the general limits of CDD maintenance by area. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 **Turf Care**

3.1.1 Mowing

- a. All lawns located in developed and undeveloped areas (including ponds), shall be mowed once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Mowing shall be performed at a "Maximum" frequency of 42 times per year.
- b. Turf areas shall be cut to a height of no more than four (4) inches nor less than three and half (3.5) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades and cleaned prior to mowing in the CDD.
- d. Mulching type-mowing equipment is preferable and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, stormwater inlets and waterways.

3.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all tree rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (monthly). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.) along roadways as required by Federal, State or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise unmowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any fence posts and street posts and lights. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Four (4) applications (full coverage) of weed and disease/fungus control shall be provided in the months of January, April, July, and October of each year for all turf, areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions.

Fertilizers shall be applied with the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Bahia shall be fertilized three (3) times per year (March, July, and November). Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- e. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor shall provide two (2) applications (full coverage) of insect control per year in the months of May and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil test and the pH adjustments shall be considered part of the base scope of Services. Any remediation costs will be agreed upon in writing between Contractor and Owner.

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every per month. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, trash and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
 - a. Additional Specifications
 - i. Townhome Side Hedges – Kept at windowsill height
 - ii. Coco Plums Along Lakes – 4' Height
 - iii. Wall Hedge Height Inside and Outside – 4' Height
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February – April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-lie plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice to proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted in Section 3.2.1. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least four (4) times per year and shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 1 pound of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 1. Spring 46-0-0 with Minors Potassium Iron, Manganese (w/Herbicide)
 2. Summer 40-0-0 Polyon (5 month Granular) O=Polymer Coated 93% w/ insecticide
 3. Fall 46-0-0 with Minors, Potassium Iron, Manganese w/insecticide
 4. Winter 46-0-0 with Minors, Potassium Iron, Manganese
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

All mulched beds shall be turned over for a fresh appearance during every other required bed detailing sequence. The District may elect to install new mulch once a year. Areas to be mulched include all areas at both entrances, clubhouse, playground, and roundabout. Approximately 230 cubic yards of mulch total for project. Proposals for mulching shall be submitted to the District in the form of a Work Authorization to be approved by the District Board of Supervisors.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Tree Care

3.3.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner on all 2" limb caliber. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Any and all tree limbs are to be maintained to allow 7' clearance on sidewalks and 10' clearance on roads. This should occur during regular Contractor detail service.

- c. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

- Oaks: Generally, prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape myrtles: Crape myrtles shall be tipped in February, but only by approximately two to three feet. Sever topping shall be considered out of character.
 - Wax Myrtle: Wax myrtles shall be tipped mildly in February, cleaned at the base to two feet clear trunk and dead wood removed.
 - Holly: Burford hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
 - Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
 - Washington/Washingtonia palms: The condition and appearance of booted trunks shall be monitored monthly and cleanup/boot removal shall be provided as directed by the Owner. Once the fronds have dropped to an 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 10:00 to 2:00 angle. Fronds shall be removed a minimum of once per year. Seedpods shall be removed as necessary or as directed by owner.
 - Queen Palms/Fox Tail/Coconut Palm: Pruning of trees once per year, however seedpods shall be removed as necessary or as directed by owner.
 - Canary Palms: Pruning of trees once per year, however seedpods shall be removed as necessary or as directed by owner.
- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February – April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, and bike lanes where applicable, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

3.3.2 Fertilization

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 3.2.4.

3.3.4 Mulching

All individual isolated trees shall have their tree ring re-mulched as per the requirements of 3.2.5. This shall occur annually.

3.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.4 **Irrigation System**

3.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 1.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner. Contractor is responsible for notifying owner of any known issue with pumping equipment.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 12:00 a.m. and 7:00 a.m. Any deviation from this schedule shall be approved by the Owner.
- e. Contractor must adjust system to ensure compliance with any water restrictions.
- f. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

3.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once per month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Visually check for and report and damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.

- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner. Removal of grass, debris grown over all heads, cleaning of clogged nozzles and screens shall be included in this scope of services.
- c. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.4.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and the components accessible. Any damage to valve boxes or lids caused by the crew will be replaced at the contractor's expense.

3.5 **Litter Removal**

3.5.1 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

3.5.2 Road Rights-of-Way, Ponds, playground, and drainage easements.

Contractor shall monitor all road rights-of-way, stormwater ponds, playground, and stormwater inlets to collect any litter and dispose of the litter off-site.

- 3.6 **Annuals.** Proposals for annuals shall be submitted to the District in the form of a Work Authorization to be approved by the District Board of Supervisors.

4. **UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Scope of Services. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

4.1 **General**

The Contractor shall be responsible for all repairs within the limits of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon

receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form, together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

4.2 Damaged Facilities

4.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

4.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 4.1.

4.3 Emergency Repairs

4.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

4.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the

Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.

- 4.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

4.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- After Storm Event Cleanup
- Raise the height of irrigation heads.
- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Owner for approval prior to application. Any reapplications required, in the Owner's opinion, due to poor germination or inconsistent coverage, shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.

5. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

5.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests and perform all repairs, inspections, and observations, etc. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, seven (7) days per week to respond to and correct any problems with any of the elements covered by this Agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments: varies, as directed by Owner.

- Irrigation adjustments: 24 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

Should the Contractor fail to respond to a request for any services addressed in this scope of Services within the required allotted time, and provided five (5) business days have elapsed after email notice from the District Manager of the District to Contractor's representative, the Owner may, at the Contractor's sole expense, provide or contract with a third party for the performance of the requested services. For purposes of this section the Contractor's expense shall not exceed 110% of the rate contracted for under this Agreement, which amount may be deducted from the Contractor's next monthly payment in the discretion of the District.

5.2 Emergency Response Program

The Contractor shall develop, implement, and maintain an Emergency Response Program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

END OF SCOPE OF SERVICES

EXHIBIT E
CONTRACTOR'S PROPOSAL

A Florida Company Serving Florida



ProGreen Services, LLC

Landscaping & Grounds Maintenance Contract

Submitted to - Montceito - CDD

Property Prepared For
Montceito - CDD

Jeremy LeBrun

C : (407) 613-2944

E : Jlebrun@gmscfl.com

Prepared By

Rusty Kahoe

Business Developer

ProGreen Services, LLC

C : 404-644-4270

E : rustyk@progreenservices.net

Web: www.progreenservices.net

Issued Date

11/07/2022

Valid Until

12/31/2022

Revision #: 02



TABULATION SHEET

ProGreen Services Proposed Plan Montceito - CDD

Property Address:

208 Montecito Drive
Satellite Beach, Florida
32937

Billing Address:

219 East Livingston Street
Orlando, FL 32801

Contact Name: Jeremy LeBrun

Contact #: (407) 613-2944

Contact Email: Jlebrun@gmscfl.com

CONTRACT INFORMATION

Contract is for a period of 12 months and will automatically renew with a 5% increase due to inflation at the end of this term unless written notice is provided to contractor 30 days prior to the contract end date.

Contract Start Date:

01/01/2023

All labor needed to accomplish the work outlined in this agreement shall be provided for the sum of **\$78,000.00** per calendar year.

Payable in 12 Monthly installments of **\$ 6,500.00**

Please note any specific payment instructions to the ProGreen staff at the execution of this contract. Additional Services Provided all within ProGreen Services - to be noted as additional Exhibits attached.

SERVICE SUMMARY & PRICING

Services

Service	# Of Services Per Year
Mowing Service	42

Description Of Service

Mowing, Edging, String Trimming, and blowing
See Description item 3 within this contract.

Services

Service	# Of Services Per Year
Irrigation Service	12

Description Of Service

Irrigation wet checks will be performed each month.
See Description item 9 within this contract.

Detail Service

Prune, Trim, Weed, Detail all beds & plant material.

See Description item 5 within this contract.

Of Services

12

Agronomic Program (note areas treated)

Pre and Post Emergent / Fertilization	# Of Services
	4

Ornamental Shrub, Tree Fertilization	# Of Services
	2

Palm Fertilization	# Of Services
	2

TABULATION SHEET

ProGreen Services Proposed Plan Montceito - CDD

Leaf and Debris Clean-Up

Leaf and Debris clean ups will be within regular services visits unless stated otherwise.

Integrated Pest Management

Common Areas	# Of Services
Spot treatments	12

Property Start Up

Please note

We will perform a general property clean up at job start of all beds and tree rings to ensure plant separation and relatively clean/detailed beds.

Annuals Flowers and Mulch

Noted here or see attached Exhibits

Installation of annual flowers and mulch will be coordinated with the property manager prior to service.

Annual flowers and mulch are not included in the annual pricing.

Please see Exhibits A and B for details.

Acknowledgements

Montceito - CDD

Client Name

Jeremy LeBrun

Printed Name Of Client

Signature

Date

ProGreen Service, LLC

Service Company Name

Rusty Kahoe

Printed Name Of Manager

Signature

Date



ProGreen Services, LLC

Date: 11/07/2022

Pricing will be honored for 60 days.

This contract is an agreement between ProGreen Services, LLC herein after referred to as the "contractor" and Montceito - CDD project located at 208 Montecito Drive Satellite Beach, Florida 32937 herein after referred to as the "client". The Contractor agrees to provide the services detailed in the following specifications. The client agrees to the entirety of this contract both financial obligations and the terms and conditions here in.

1. Landscape Contractor and Personnel

- a. Contractor will designate a qualified responsible Account Manager and foreman, knowledgeable in Florida Horticulture that will be responsible for schedule and performance of contract duties.
- b. Contractor will have trained personnel on site to ensure that all operation is performed safely and effectively.
- c. All company personnel shall wear an approved uniform to identify the company's presence.
- d. Account Manager or Operations Manager on-site shall be available to walk through the property with the property manager or designated property representative through appointment or predetermined set meetings.
- e. Property will be inspected by Account Manager to ensure all expectation and standards are met. Work orders or special requests will be handled through approved process at signing of contract.

2. Scope of Work

Contractor shall provide all necessary labor, materials, equipment in association with the task of

this contract – personnel to maintain all developed landscaped areas within the contract limits and in agreement with established horticultural practices for ground maintenance to ensure the continual goals and objectives of the client are met. Natural preserves and easements outside this contract need to be noted in special notes if relevant to this contract.

3. Turf Management

- a. Turf shall be cut at a height of 3 inch minimum unless otherwise stated.
- b. Rotation / Patterns of mows within this contract as noted in mow schedule.
- c. Clippings will be directed to the best of staff's ability away from bed areas and hardscape areas – staff is trained to minimize conditions of mowing on overall landscape aesthetic –
- d. Trimming around trees, shrubs, signs, HVAC systems and foundations shall be performed at the discretion of the Account Manager. (due to possible hazards or site conditions)

4. Edging

- a. All accessible curbing shall be edged using mechanical methods at Foreman / Account Managers discretion. (to lessen receding bed / turf lines)
- b. All accessible concrete walks shall be edged using mechanical methods unless noted differently here in.
- c. All dirt and debris resulting from edging operations will be addressed at each service – or at the Account Managers discretion.

5. Detail Service

- a. Pruning / Detailing
 - i. All shrubs shall be detailed one time per month or at account manager's discretion.
 - ii. Care shall be taken with bloom cycles.

- iii. Pruning will focus on removal of dead, diseased or insect-infected wood. Sucker shoots and irregular growth will be trimmed at the discretion of the Account Manager.

iv. Weed Control

Treating problem weed areas that appear in bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas. Herbicides will be applied solely at Account Managers discretion – based on weather and horticultural conditions.

All paved areas to be addressed as needed

- b. Leaf cleanups will be within regular services visits unless stated otherwise.

- c. Due to OSHA regulations ladder pruning is in addition to this contract.

6. Palm /Tree Management

a. Pruning of Palms and Hardwood trees

- i. All dead palm fronds up to 12 feet will be removed as needed during site prune schedules, before or during service, depending on site conditions.
- ii. Sabals, Canary, Medjools, and other specialty palms are omitted from proposal unless stated otherwise within this contract. All palms should be trimmed in compliance with county specifications
- iii. Hardwood canopy raising less than 1" diameter branches.

7. Agronomics / Fertilization

a. Tree/ Shrub Agronomics

- i. The fertilization program for trees and established shrub beds shall provide a blend of micro-nutrients based on seasonal need.
- ii. Fertilizer shall be commercial grade, Mixed granules of palletized fertilizer, with a rate of nitrogen directed by Account Manager.
- iii. Liquid drench fertilization is not part of this contract.
- b. Palm Agronomics - Palms will be monitored for nutrient deficiencies and spot fertilized as needed. The fertilizer blend applied shall include Manganese and micro- nutrients for long term growth and health.

8. Insecticides

- a. Shall be added to the fertilization schedule as needed to assist in reduction of turf damaging insects. Spot treatments for fire ants will be applied as seen on site.
- b. Insecticide application on shrubs as needed, coordinated with efforts of Account Manager, and assigned client representative.
- i. White Fly treatments are outside this contract.

9. Irrigation

Irrigation wet checks will be performed each month (12 times per year) or at Foreman discretion.

- a. All repairs will be billed separately from contract.
- b. Larger Repairs – such as but not limited to pipe breaks or pump/ supply issues will be charged at a rate of \$95.00 per man hour plus cost of materials.
- c. Electrical repairs to be billed at \$125.00 per man hour.
- d. All irrigation repair work must be cleared and approved by client property manager – Repairs under \$150.00 per month will be billed without approval unless noted here.
- e. Monthly wet check reports – will be managed by the Account Manager and distributed as needed.

Emergency repairs are billed at \$150.00 per hour
emergency repair rates – main line ruptures that only ProGreen is qualified to handle are the only deemed emergency to be handle on holidays, weekends, or outside office hours



ProGreen Services, LLC

General Terms & Conditions

Contract shall recognize and perform in accordance with the written terms and specifications contained or referred to herein.

- a. All materials shall conform with agricultural and licensing and reporting requirements.
- b. Contractor will comply with all licensing and permit requirements by City, State, and Federal governments as well as all other requirements by law.
- c. Contractor must maintain proper general liability insurance, automotive liability insurance, worker compensation insurance and any other insurance required by law and provide proof of coverage to client (if requested).
- d. Contractor will submit service notice for amount set forth under the prices and terms shown in this Agreement. Services rendered, that are in addition to or beyond the scope of work required by this agreement shall be proposed and billed separately.

Additional charges may apply due to excessive cost of materials
- e. All Payments for services rendered by this Agreement must be remitted within 30 days from date of invoice. A finance charge will be assessed at a rate of 1.5% per month (18% annually) until ProGreen is paid in full on any past due invoices.
- f. Client will give contractor at least 10 business days, with written notice, to correct any problem or deficiency discovered in the performance of the work required under this agreement.
- g. This agreement may be terminated by either party with documented due cause, upon thirty (30) days written notice to the other party. Parties agree that, should a legal dispute arise in relation to this agreement, the prevailing party will have all legal expenses paid by non-prevailing party.
- h. Should contract be terminated outside the terms of this contract by client, the entire amount of unpaid contract total amounts will be due at time of termination.
- i. Sealed contingency – Client/ Contractor acknowledge some conditions on site may be outside the scope of this contract- additional proposals may be needed to address these concerns.
- j. Waiver any right to inspect or approval of finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.
- k. In the event of any arbitration, the prevailing party shall be entitled to recover all fees and expenses incurred.



11/07/2022
Date Pricing will be honored for 60 Days.

Exhibit "A"

Property Address

208 Montecito Drive Satellite Beach,
Florida 32937

Contact Name

Jeremy LeBrun

Contact Phone

(407) 613-2944

Contact Email

Jlebrun@gmscfl.com

Billing Address

219 East Livingston Street
Orlando, FL 32801

Billing Email

Jlebrun@gmscfl.com

ANNUAL COLOR DISPLAYS / ANNUAL INSTALLATION AND MANAGEMENT

Installation Schedule: (Note Frequency)

Description Of Area

Designated annual flower beds.

Pricing

Not included in the maintenance proposal. Quarterly
install of four inch plants at \$2.95 per plant.

Annual Management: (Note Frequency)

Fertilization & Bed Defining

Designated annual flower beds.

Pricing

Included in the \$2.95 per plant pricing.

Annuals are installed with no warranty for survival of installation – Irrigation is highly encouraged if not mandatory for a successful display – bed amendments and other bed prep processes will be noted above if included.

Montceito - CDD

Client Name

Jeremy LeBrun

Printed Name Of Client

Signature

Date

ProGreen Service, LLC

Service Company Name

~~Rusty Kahoe~~ W. Clark Whidden

Printed Name Of ProGreen Representative

Signature

Date

12/23/22

Exhibit "B"

Property Address

208 Montecito Drive Satellite Beach,
Florida 32937

Contact Name

Jeremy LeBrun

Contact Phone

(407) 613-2944

Contact Email

Jlebrun@gmscfl.com

Billing Address

219 East Livingston Street
Orlando, FL 32801

Billing Email

Jlebrun@gmscfl.com

Installation Schedule: (Note Frequency)

MULCH INSTALLATIONS

Please note estimated areas to be mulched will be specified in materials used and Square yardage / bags - additional mulching for specified areas may be additionally billed based on rate of installation thickness and current conditions of beds.

Description Of Area

Designated bedding areas.

Pricing

\$65.00 per cubic yard installed.

Not included in the maintenance pricing.

Type of mulch/color specified to install.

Montceito - CDD

Client Name

Jeremy LeBrun

Printed Name Of Client

Signature

Date

ProGreen Service, LLC

Service Company Name

Rusty Kahoe

Printed Name Of ProGreen Representative

Signature

Date



11/7/2022

Date

Pricing will be honored for 60 Days.

Exhibit "C"

Property Address

208 Montecito Drive Satellite Beach,
Florida 32937

Contact Name

Jeremy LeBrun

Contact Phone

(407) 613-2944

Contact Email

Jlebrun@gmscfl.com

Billing Address

219 East Livingston Street
Orlando, FL 32801

Billing Email

Jlebrun@gmscfl.com

Tree Trimming Schedule:
(Note Frequency)

TREE MANAGEMENT

Description Of Area

Throughout the HOA Common Areas.

Pricing

Palm Tree Trimming: 1x per year / 9&3 or 10&2
cuts. Not to exceed \$14,000 per year.

Oak Tree Trimming: 1x per year / Not to exceed
\$6,500 per year.

- Maintaining a healthy canopy and wind tolerant tree is mandatory per city, county, and state regulations. Frequency of trimming is recommended to be no less than once per year calendar year.
- All permit fees required to begin trimming or removal of any tree on property will be the responsibility of the client.

Montceito - CDD

Client Name

Jeremy LeBrun

Printed Name Of Client

Signature

Date

ProGreen Service, LLC

Service Company Name

Rusty Kahoe

Printed Name Of ProGreen Representative

Signature

Date



11/07/2022

Date

Pricing will be honored for 60 Days.

Exhibit "D"

Property Address208 Montecito Drive Satellite Beach,
Florida 32937**Contact Name**

Jeremy LeBrun

Contact Phone

(407) 613-2944

Contact Email

Jlebrun@gmscfl.com

Billing Address219 East Livingston Street
Orlando, FL 32801**Billing Email**

Jlebrun@gmscfl.com

SEVERE STORM PREPAREDNESS AND EXPECTATIONS

ProGreen understands the value of being proactive.

Timeline Of Events:

As soon as local officials' clear access for safety of region - your Account Manager or assigned staff to your property will review and address concerns as they arise. Property Manager to make sure to approve all proposals for work in a timely manner - no service can be executed without signed documentation- billing will be immediately following work executed and payment is expected within 30 days.

1. Peril and conditions considered dangerous will take priority throughout our marketplace.
2. Accesses being blocked / will be cleared and set to one side.
3. Removal of large limbs and debris - if needed outside public means
4. Clearing of leaves and minor debris will be executed once all other challenging issues are addressed.
5. Stump removals as time allows.

General Rates Below Apply

Laborers	65.00 Per Hour
Chainsaws / Power Tools	75.00 Per Hour
Truck (includes 3 men)	175.00 Per Hour
Stump Grinder	155.00 Per Hour
Dump Fees Per Tons	75.00 Per Hour
After Hours Emergency	125.00 Per Hour
Chipper With Truck	175.00 Per Hour
Skid Steer With Operator	175.00 Per Hour
Bucket Truck With Operator	200.00 Per Hour
Dump Fees	75.00 Per Ton

Montceito - CDD

Client Name

Jeremy LeBrun

Printed Name Of Client

Signature

Date

ProGreen Service, LLC

Service Company Name

Rusty Kahoe

Printed Name Of ProGreen Representative

Signature

Date

EXHIBIT D

GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Montecito Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be entitled to recover reasonable attorney's fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

PROGREEN SERVICES, LLC

Authorized Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of PROGREEN SERVICES, LLC, a Florida limited liability company, who is personally known / produced identification.

Notary Public
State of Florida at Large
My Commission Expires:

EXHIBIT C

WORK AUTHORIZATION FORM

Exhibit C

Work Authorization

Contract No.

Contract No.

Date:

Work Authorization No. ____-____-____

Budget
Code: CDD

To: (Company Name)

Pursuant to the Landscape/Grounds Maintenance Services Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 5 of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$ _____

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the _____ contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
<u>Progreen Services, LLC</u>		<u>Montecito Community Development District</u>	
By: _____	Date: _____	By: _____	Date: _____
By: _____	Date: _____	By: _____	Date: _____
For Review and Approval (if applicable):			
District Engineer:			
By: _____		Date: _____	
Completed by: _____		Date: _____	

SECTION C



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

December 15, 2022

Board of Supervisors
Montecito Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Montecito Community Development District, City of Satellite Beach, Florida ("the District") for the fiscal year ended September 30, 2022, with an option for four (4) additional annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Montecito Community Development District as of and for the fiscal year ended September 30, 2022, with an option for four (4) additional annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSFCFL.COM, PH: (407) 841-5524.

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,200 for the September 30, 2022 audit. The fees for the fiscal years 2023, 2024, 2025 and 2026 will not exceed \$4,300, \$4,400, \$4,500 and \$4,600, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than March 15, 2023, in order for us to complete the engagement by June 1, 2023.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by May 15, 2023, for the District's review, and a final draft audit report by June 1, 2023 for the District's review and approval.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Montecito Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Montecito Community Development District.

By: Jeremy LeBrun

Title: District Manager

Date: 1/4/2023



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SECTION V

SECTION C

SECTION 1

Montecito

Community Development District

Summary of Invoices

November 1, 2022 to November 30, 2022

Fund	Date	Check No.'s	Amount
General Fund	11/3/22	1522 - 1527	\$ 4,959.13
	11/16/22	1528 - 1533	\$ 22,706.62
	11/18/22	1534	\$ 27.09
	11/22/22	1535	\$ 12,865.00
			\$ 40,557.84
ACH	Spectrum	0050292532-02	\$ 285.94
	Spectrum	0050720129-01	\$ 94.99
	Spectrum	0050720131-01	\$ 94.99
	City of Melbourne	181592-219109	\$ 90.11
	FPL	15698-02240	\$ 326.37
	FPL	17845-06444	\$ 45.06
	FPL	26747-37206	\$ 42.09
	FPL	27312-55499	\$ 738.60
	FPL	39851-84518	\$ 286.79
	FPL	70612-92491	\$ 913.73
	FPL	81038-69205	\$ 826.32
	FPL	81750-88205	\$ 283.11
			\$ 4,028.10
			\$ 44,585.94

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/18/23	PAGE	1	
***	CHECK DATES	11/01/2022 - 11/30/2022		***	MONTECITO - GENERAL FUND										
		BANK A GENERAL FUND													
CHECK	VEND#	INVOICE.....	...EXPENSED TO...		VENDOR NAME					STATUS	AMOUNT	CHECK.....			
DATE		DATE INVOICE	YRMO DPT ACCT# SUB SUBCLASS									AMOUNT	#		
11/03/22	00012	10/24/22 186722	202210 330-53800-50000							*	39.90				
		INSTALL	GUTTER GRATES												
					BREVARD POOLS, INC							39.90	001522		
11/03/22	00142	10/28/22 188080	202210 330-53800-50000							*	596.88				
		INSTALL	CONTROL LIFT												
					COMMERCIAL ENERGY SPECIALISTS							596.88	001523		
11/03/22	00021	10/03/22 86856	202210 310-51300-54000							*	175.00				
		SPECIAL	DISTRICT FEE FY23												
					DEPARTMENT OF ECONOMIC OPPORTUNITY							175.00	001524		
11/03/22	00035	10/26/22 169063	202210 320-53800-47400							*	365.20				
		REPAIR	LEAK IN FILTER												
		11/01/22 169145	202211 320-53800-47400							*	2,290.00				
		1 YEAR AGREEMENT	PH2C												
					HOOVER PUMPING SYSTEMS CORP							2,655.20	001525		
11/03/22	00078	10/26/22 1651	202210 320-53800-47300							*	880.00				
		IRRIGATION REPAIR													
		11/01/22 1663	202210 320-53800-47310							*	499.00				
		IRRIGATION MONITOR	NOV 22												
					INSIGHT IRRIGATION LLC							1,379.00	001526		
11/03/22	00095	10/27/22 222724	202210 320-53800-47300							*	113.15				
		IRRIGATION REPAIRS													
					PARADISE LAWN & LANDSCAPING							113.15	001527		
11/16/22	00012	11/01/22 187473	202211 330-53800-50000							*	643.00				
		POOL MAINTENANCE	NOV 22												
					BREVARD POOLS, INC							643.00	001528		
11/16/22	00003	11/01/22 15800337	202211 330-53800-48300							*	450.00				
		CLEANING SVC	NOV 22												
					COVERALL CENTRAL FLORIDA							450.00	001529		
11/16/22	00120	10/18/22 430949	202210 320-53800-47100							*	480.00				
		AQUATIC WEED CNTRL	OCT 22												
					ECOR INDUSTRIES							480.00	001530		
11/16/22	00027	10/31/22 00050738	202210 310-51300-48000							*	203.04				
		NOT AUDIT MTG	10/17/22												
					FLORIDA TODAY PAYMENT CENTER							203.04	001531		
11/16/22	00060	11/01/22 196	202211 310-51300-34000							*	4,583.33				
		MANAGEMENT FEES	NOV 22												

MONT MONTECITO CDD MBYINGTON

DATE	CHECK	VEND#	INVOICE	EXPENSED TO	VENDOR NAME	STATUS	AMOUNT	CHECK	
DATE			INVOICE	YRMO DPT ACCT# SUB SUBCLASS				AMOUNT	#
11/01/22		196		202211 310-51300-35200		*	100.00		
			WEBSITE ADMIN NOV 22						
11/01/22		196		202211 310-51300-35100		*	150.00		
			INFORMATION TECH NOV 22						
11/01/22		196		202211 310-51300-42700		*	25.80		
			REIMBURSABLES NOV 22						
11/01/22		197		202211 320-53800-12100		*	2,500.00		
			FIELD MANAGEMENT NOV 22						
11/01/22		197		202211 320-53800-49000		*	622.31		
			GENERAL MAINTENANCE NOV22						
11/01/22		198		202211 330-53800-12100		*	6,172.00		
			FACILITY MGMT NOV 22						
GOVERNMENTAL MANAGEMENT SERVICES								14,153.44	001532
11/16/22	00095	11/01/22	222796	202211 320-53800-46200		*	6,283.72		
			LANDSCAPE MAINT NOV 22						
11/01/22		222796		202211 320-53800-46200		*	80.82		
			FUEL SURCHARGE NOV 22						
11/15/22		222900		202211 320-53800-47300		*	412.60		
			REPAIR DBYR & SOLENOIDS						
PARADISE LAWN & LANDSCAPING								6,777.14	001533
11/18/22	00139	11/18/22	11182022	202211 300-20700-10000		*	27.09		
			FY22 TXFER SER06/22						
MONTECITO CDD C/O UMB BANK								27.09	001534
11/22/22	00095	7/28/22	221858	202207 320-53800-47300		*	12,865.00		
			RELOCATION MAINLINE						
PARADISE LAWN & LANDSCAPING								12,865.00	001535
TOTAL FOR BANK A							40,557.84		
TOTAL FOR REGISTER							40,557.84		

MONT MONTECITO CDD MBYINGTON

the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999).

There is a growing awareness of the need to address the needs of older people in the community. The Department of Health (1999) has published a strategy for older people, which sets out the government's commitment to improve the lives of older people.

The strategy is based on the following principles:

- Older people should be able to live independently in their own homes.
- Older people should be able to participate in the community.

The strategy also sets out a number of objectives, which are to be achieved by the year 2010.

The objectives are:

- To reduce the number of older people who are in care homes.
- To increase the number of older people who are employed.

The strategy also sets out a number of measures, which are to be taken to achieve the objectives.

The measures are:

- To provide training and support for older people who are unemployed.
- To provide housing for older people who are in need.

The strategy also sets out a number of measures, which are to be taken to improve the lives of older people.

The measures are:

- To provide information and advice for older people.
- To provide transport for older people.

The strategy also sets out a number of measures, which are to be taken to improve the lives of older people.

The measures are:

- To provide housing for older people who are in need.
- To provide transport for older people.

The strategy also sets out a number of measures, which are to be taken to improve the lives of older people.

The measures are:

- To provide information and advice for older people.
- To provide transport for older people.

Montecito

Community Development District

Summary of Invoices

December 1, 2022 to December 30, 2022

Fund	Date	Check No.'s	Amount
General Fund	12/1/22	1536 - 1547	\$ 8,089.99
	12/8/22	1548 - 1551	\$ 10,282.68
	12/15/22	1552 - 1556	\$ 18,258.63
	12/21/22	1557 - 1560	\$ 800.00
	12/22/22	1561	\$ 1,835.50
	12/29/22	1562 - 1563	\$ 850.00
			\$ 40,116.80
ACH	Spectrum	0050292532-02	\$ 285.94
	Spectrum	0050720129-01	\$ 94.99
	Spectrum	0050720131-01	\$ 94.99
	City of Melbourne	181592-219109	\$ 224.83
	FPL	15698-02240	\$ 428.49
	FPL	17845-06444	\$ 45.74
	FPL	26747-37206	\$ 39.90
	FPL	27312-55499	\$ 729.60
	FPL	39851-84518	\$ 193.50
	FPL	70612-92491	\$ 890.61
	FPL	81038-69205	\$ 791.92
	FPL	81750-88205	\$ 57.20
			\$ 3,877.71
Payroll	<u>November 2022</u>		
	12/2/22	ADP Fees November 2022	\$ 66.17
	<u>December 2022</u>		
	12/30/22	ADP Fees December 2022	\$ 66.17
			\$ 132.34
			\$ 44,126.85

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	1/18/23	PAGE	1
***	CHECK DATES	12/01/2022 - 12/31/2022		***	MONTECITO - GENERAL FUND									
					BANK A GENERAL FUND									
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #				
12/01/22	00010	10/31/22	177840	202210 310-51300-31500		GENERAL COUNSEL OCT 22	*	3,847.50						
						BILLING, COCHRAN, LYLES, MAURO,			3,847.50	001536				
12/01/22	00012	11/21/22	189505	202211 330-53800-50000		CLEAR VAC LINE/PUMP	*	365.00						
						BREVARD POOLS, INC			365.00	001537				
12/01/22	00086	11/30/22	CL113020	202211 310-51300-11000		BOS MEETING 11/30/22	*	200.00						
						CATHERINE I LECESNE			200.00	001538				
12/01/22	00120	11/21/22	433090	202211 320-53800-47100		AQUATIC WEED CONT NOV 22	*	480.00						
						ECOR INDUSTRIES			480.00	001539				
12/01/22	00137	11/30/22	ES113020	202211 310-51300-11000		BOS MEETING 11/30/22	*	200.00						
						ERIC SMITH			200.00	001540				
12/01/22	00070	11/23/22	2163-698	202211 320-53800-49000		STRAIGHTENED STREET SIGNS	*	324.50						
						FASTSIGNS			324.50	001541				
12/01/22	00034	11/30/22	GH113020	202211 310-51300-11000		BOS MEETING 11/30/22	*	200.00						
						GEORGE E. HENSON			200.00	001542				
12/01/22	00078	12/01/22	1700	202212 320-53800-47310		IRRIGATION MONITOR DEC 22	*	499.00						
						INSIGHT IRRIGATION LLC			499.00	001543				
12/01/22	00107	11/24/22	06126	202211 320-53800-47700		INSTALL SECURITY SYSTEM	*	750.00						
						MODERN AUTOMATION SYSTEMS, LLC			750.00	001544				
12/01/22	00095	11/15/22	222921	202211 320-53800-49000		HURRICANE CLEAN UP	*	500.00						
						PARADISE LAWN & LANDSCAPING			500.00	001545				
12/01/22	00144	11/30/22	RW113020	202211 310-51300-11000		BOS MEETING 11/30/22	*	200.00						
						RICHARD WELLMAN			200.00	001546				
12/01/22	00044	11/25/22	461181	202212 320-53800-34500		ACCESS CONTROL DEC 22	*	214.42						

MONT MONTECITO CDD MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
11/25/22	461181	202212	320-53800-34600		*	130.86		
			INTRUSION SERVICE DEC 22					
11/25/22	461181	202212	320-53800-34400		*	36.37		
			FIRE ALARM DEC 22					
11/25/22	461181	202212	320-53800-34400		*	142.34		
			FIRES SERVICES DEC 22					
				SONITROL OF TALLAHASSEE, INC			523.99	001547
12/08/22	00012	12/01/22	188925 202212 330-53800-50000		*	643.00		
			POOL MAINTENANCE DEC 22					
				BREVARD POOLS, INC			643.00	001548
12/08/22	00003	12/01/22	15800342 202212 330-53800-48300		*	450.00		
			CLEANING SVCS DEC 22					
				COVERALL CENTRAL FLORIDA			450.00	001549
12/08/22	00035	12/01/22	157787 202212 320-53800-47400		*	2,590.00		
			ANNUAL BILLING SITE #8845					
12/06/22	145522	202212	320-53800-47400		*	210.00		
			INSPECT/MAINTENANCE					
				HOOVER PUMPING SYSTEMS CORP			2,800.00	001550
12/08/22	00095	12/01/22	223015 202212 320-53800-46200		*	6,283.72		
			LANDSCAPE MAINT DEC 22					
12/01/22	223015	202212	320-53800-46200		*	105.96		
			FUEL SURCHARGE DEC 22					
				PARADISE LAWN & LANDSCAPING			6,389.68	001551
12/15/22	00011	12/07/22	2023MONN 202212 310-51300-49200		*	210.50		
			NON-AD VAL ASSESS FY23					
				BREVARD COUNTY PROPERTY APPRAISER			210.50	001552
12/15/22	00003	10/20/22	15800337 202209 330-53800-48300		*	170.00		
			SPECIAL CLEANING SEPT 22					
12/09/22	15800346	202211	330-53800-48300		*	170.00		
			SPECIAL CLEANING NOV 22					
				COVERALL CENTRAL FLORIDA			340.00	001553
12/15/22	00069	11/30/22	00051560 202211 310-51300-48000		*	235.35		
			NOT ANNUAL AUDIT 11/1/22					
11/30/22	00051560	202211	310-51300-48000		*	163.55		
			NOT WORKSHOP MTG 11/16/22					
				FLORIDA TODAY COMMUNICATIONS			398.90	001554
12/15/22	00060	12/01/22	199 202212 310-51300-34000		*	4,583.33		
			MANAGEMENT FEES DEC 22					

MONT MONTECITO CDD MBYINGTON

DATE	CHECK	VEND#	INVOICE	EXPENSED TO	VENDOR NAME	STATUS	AMOUNT	CHECK	
DATE			INVOICE	YRMO DPT ACCT# SUB SUBCLASS				AMOUNT	#
12/01/22		199	202212 310-51300-35200	WEBSITE ADMIN DEC 22		*	100.00		
12/01/22		199	202212 310-51300-35100	INFORMATION TECH DEC 22		*	150.00		
12/01/22		199	202212 310-51300-42700	REIMBURSABLES DEC 22		*	6.00		
12/01/22		200	202212 330-53800-12100	FACILITY MGMT DEC 22		*	6,172.00		
12/01/22		200	202212 310-51300-35200	WEBSITE MIGRATION		*	1,000.00		
12/01/22		200	202212 320-53800-49000	GENERAL MAINT DEC 22		*	273.50		
GOVERNMENTAL MANAGEMENT SERVICES							12,284.83	001555	
12/15/22	00095	12/09/22	223081	202211 320-53800-47300	WIRE & PIPES INSTALLED	*	3,066.00		
12/09/22		223082	202211 320-53800-47300	MAINLINE REPAIR - 325		*	1,527.70		
12/09/22		223083	202211 320-53800-47300	LATERAL REPAIRS		*	430.70		
PARADISE LAWN & LANDSCAPING							5,024.40	001556	
12/21/22	00086	12/07/22	CL120720	202212 310-51300-11000	BOS MEETING 12/7/22	*	200.00		
CATHERINE I LECESNE							200.00	001557	
12/21/22	00137	12/07/22	ES120720	202212 310-51300-11000	BOS MEETING 12/7/22	*	200.00		
ERIC SMITH							200.00	001558	
12/21/22	00034	12/07/22	GH120720	202212 310-51300-11000	BOS MEETING 12/7/22	*	200.00		
GEORGE E. HENSON							200.00	001559	
12/21/22	00144	12/07/22	RW120720	202212 310-51300-11000	BOS MEETING 12/7/22	*	200.00		
RICHARD WELLMAN							200.00	001560	
12/22/22	00025	12/15/22	1073343	202212 320-53800-47500	DEPOSIT-GATE LEAF REPAIR	*	1,835.50		
FLORIDA DOOR CONTROL OF ORLANDO, INC							1,835.50	001561	
12/29/22	00120	12/13/22	436644	202212 320-53800-47100	TRASH/DEBRIS REMOVE 12/13	*	120.00		
12/19/22		435075	202212 320-53800-47100	AQUATIC WEED CNTRL DEC 22		*	480.00		

MONT MONTECITO CDD MBYINGTON

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		12/19/22 438454	202212 320-53800-47100		*	100.00	
		TRASH/DEBRIS REMOVE 12/19		ECOR INDUSTRIES			700.00 001562
12/29/22 00078	12/15/22 1745	202212 320-53800-47310			*	150.00	
		ANNUAL CELLULAR DATA PLAN		INSIGHT IRRIGATION LLC			150.00 001563
TOTAL FOR BANK A						40,116.80	
TOTAL FOR REGISTER						40,116.80	

SECTION 2

Montecito
Community Development District

Unaudited Financial Reporting
December 31, 2022



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Montecito
Community Development District
Combined Balance Sheet
December 31, 2022

	General Fund	Debt Service Fund	Capital Funds	Totals Governmental Funds
Assets:				
Cash:				
Operating Account	\$ 1,006,788	\$ -	\$ -	\$ 1,006,788
Capital Reserve Account	\$ -	\$ -	\$ 134,578	\$ 134,578
Roadway Reserve Account	\$ -	\$ -	\$ 99,769	\$ 99,769
Investments:				
Money Market - Suntrust	\$ 29,286	\$ -	\$ -	\$ 29,286
Series 2006A				
Reserve	\$ -	\$ 4	\$ -	\$ 4
Revenue	\$ -	\$ 3	\$ -	\$ 3
Construction	\$ -	\$ -	\$ 14,152	\$ 14,152
Series 2022				
Reserve	\$ -	\$ 31,872	\$ -	\$ 31,872
Revenue	\$ -	\$ 6,176	\$ -	\$ 6,176
Interest	\$ -	\$ 363	\$ -	\$ 363
Cost of Issuance	\$ -	\$ 10,077	\$ -	\$ 10,077
Due from General Fund	\$ -	\$ 291,567	\$ -	\$ 291,567
Deposits	\$ 4,541	\$ -	\$ 2,000	\$ 6,541
Liabilities:				
Accounts Payable	\$ 3,625	\$ -	\$ -	\$ 3,625
Due to Debt Service	\$ 291,567	\$ -	\$ -	\$ 291,567
Fund Balance:				
Assigned for:				
Capital Reserves	\$ -	\$ -	\$ 234,347	\$ 234,347
Nonspendable:				
Deposits and Prepaid Items	\$ 4,541	\$ -	\$ 2,000	\$ 6,541
Restricted for:				
Debt Service 2006/2022	\$ -	\$ 340,061	\$ -	\$ 340,061
Capital Projects - Series 2006/2022	\$ -	\$ -	\$ 14,152	\$ 14,152
Unassigned	\$ 740,882	\$ -	\$ -	\$ 740,882
Total Liabilities & Fund Balance	\$ 1,040,615	\$ 340,061	\$ 250,500	\$ 1,631,176

Montecito
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Revenues:				
Maintenance Assessments	\$ 863,748	\$ 801,754	\$ 801,754	\$ -
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Gate & Amenity Access Income	\$ -	\$ -	\$ 365	\$ 365
Miscellaneous Income	\$ -	\$ -	\$ 600	\$ 600
Total Revenues	\$ 863,748	\$ 801,754	\$ 802,720	\$ 966
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 7,800	\$ 2,400	\$ 2,400	\$ -
District Management	\$ 55,000	\$ 13,750	\$ 13,750	\$ 0
District Engineer	\$ 30,000	\$ 7,500	\$ -	\$ 7,500
District Counsel	\$ 30,000	\$ 7,500	\$ 5,856	\$ 1,644
Disclosure Report	\$ 1,500	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,500	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Auditing Services	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ 500	\$ -	\$ -	\$ -
Public Officials/General Liability Insurance	\$ 19,102	\$ 19,102	\$ 16,555	\$ 2,547
Legal Advertising	\$ 2,000	\$ 500	\$ 602	\$ (102)
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 1,300	\$ (1,000)
Property Appraiser	\$ 250	\$ 211	\$ 211	\$ -
Reimbursable Expenses	\$ 1,200	\$ 300	\$ 727	\$ (427)
Contingency	\$ 2,400	\$ 600	\$ 593	\$ 7
Subtotal General & Administrative	\$ 166,427	\$ 57,788	\$ 47,619	\$ 10,169
Operations & Maintenance:				
Field Management				
Field Manager	\$ -	\$ -	\$ 5,000	\$ (5,000)
ADP Fees	\$ -	\$ -	\$ 199	\$ (199)
Amenity Management	\$ 92,480	\$ 23,120	\$ 12,344	\$ 10,776
Property Insurance	\$ 36,419	\$ 36,419	\$ 34,078	\$ 2,341
Subtotal Field Management	\$ 128,899	\$ 59,539	\$ 51,621	\$ 7,918
Amenity Center Operations				
Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$ 3,000	\$ 798	\$ 2,202
HVAC Repairs & Maintenance	\$ 2,000	\$ 500	\$ -	\$ 500
Office Supplies	\$ 1,500	\$ 375	\$ -	\$ 375
Janitorial Supplies	\$ 1,850	\$ 463	\$ -	\$ 463
Janitorial Services	\$ 8,241	\$ 2,060	\$ 1,520	\$ 540
Pest Control & Termite Bond	\$ 1,203	\$ 301	\$ 80	\$ 221
Fitness Equipment Repairs & Maintenance	\$ 3,000	\$ 750	\$ -	\$ 750
Playground Repairs & Maintenance	\$ 1,000	\$ 250	\$ -	\$ 250
Pool Service Repairs & Maintenance	\$ 15,000	\$ 3,750	\$ 3,271	\$ 479
Subtotal Amenity Center Operations	\$ 45,794	\$ 11,448	\$ 5,668	\$ 5,780

Montecito
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

Irrigation					
Irrigation Repairs & Maintenance	\$	25,000	\$	6,250	\$ 8,623 (2,373)
Irrigation Monitoring	\$	6,287	\$	1,572	\$ 1,647 (75)
Hoover Pumps Repairs & Maintenance	\$	17,500	\$	4,375	\$ 5,455 (1,080)
Lakes & Fountains					
Aquatic Maintenance	\$	5,733	\$	1,433	\$ 1,660 (227)
Fountain Service Repairs & Maintenance	\$	9,000	\$	2,250	\$ 480 1,770
Landscaping					
Landscaping Contracted Services	\$	80,375	\$	20,094	\$ 19,189 905
Additional Landscaping Repairs & Maintenance	\$	15,000	\$	3,750	\$ - 3,750
Entrance Pot Plant Replacement	\$	2,400	\$	600	\$ 456 144
Mulch	\$	12,334	\$	3,083	\$ - 3,083
Palm Tree Maintenance	\$	14,000	\$	3,500	\$ - 3,500
Oak Tree Maintenance	\$	6,500	\$	1,625	\$ - 1,625
Common Areas, Right of Ways & Perimeter Walls					
Street Light Repairs & Maintenance	\$	9,000	\$	2,250	\$ 512 1,738
Entrance Vehicular Gates Repairs & Maintenance	\$	5,500	\$	1,375	\$ 2,326 (951)
Pedestrian Entry Gates & Walls Maintenance	\$	8,000	\$	2,000	\$ - 2,000
Common Area Repairs & Maintenance	\$	12,000	\$	3,000	\$ 1,137 1,863
Sidewalk Cleaning	\$	8,000	\$	-	\$ - -
Security Monitoring Services					
Fire Detection Services	\$	2,252	\$	563	\$ 536 27
Access Control Services	\$	2,702	\$	675	\$ 643 32
Intrusion Services	\$	1,649	\$	412	\$ 393 20
Security Monitoring Repairs & Maintenance	\$	2,500	\$	625	\$ 59 566
Utilities					
Electric Services	\$	47,300	\$	11,825	\$ 11,410 415
Telephone, Fax & Internet	\$	3,300	\$	825	\$ 858 (33)
Water & Sewer Services	\$	4,000	\$	1,000	\$ 446 554
Gate Kiosk Internet Services	\$	2,850	\$	713	\$ 570 143
Other					
Contingency/Miscellaneous Expense	\$	7,500	\$	1,875	\$ 2,481 (606)
Excess (Deficiency) of Revenues over Expenditures	\$	211,947	\$	638,932	
<u>Other Financing Sources/(Uses):</u>					
Disaster Reserve Transfer Out	\$	(25,000)	\$	-	\$ -
Capital Reserve Transfer Out	\$	(136,947)	\$	-	\$ -
Roadway Reserve Transfer Out	\$	(50,000)	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$	(211,947)	\$	-	\$ -
Net Change in Fund Balance	\$	-	\$	638,932	
Fund Balance - Beginning	\$	-	\$	106,492	
Fund Balance - Ending	\$	-	\$	745,423	

Montecito
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

Revenues

Interest	\$	-	\$	-	\$	-	\$	-
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Expenditures:

Contingency	\$	456	\$	114	\$	114	\$	-
Capital Outlay - Landscaping	\$	11,000	\$	-	\$	-	\$	-
Capital Outlay - Amenity Center	\$	59,300	\$	-	\$	-	\$	-
Capital Outlay - Streets, Sidewalks, Walls & Gates	\$	32,285	\$	-	\$	-	\$	-

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Excess (Deficiency) of Revenues over Expenditures	\$	(103,041)		\$	(114)		
--	-----------	------------------	--	-----------	--------------	--	--

Other Financing Sources/(Uses)

Transfer In/(Out) - Disaster Reserve	\$	25,000	\$	-	\$	-	\$	-
Transfer In/(Out) - Capital Reserve	\$	136,947	\$	-	\$	-	\$	-

Total Other Financing Sources (Uses)	\$	161,947	\$	-	\$	-	\$	-
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Net Change in Fund Balance	\$	58,906		\$	(114)		
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Fund Balance - Beginning	\$	128,977		\$	134,692		
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Fund Balance - Ending	\$	187,883		\$	134,578		
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Fund Balances

Disaster Reserves	\$	125,000
Capital Reserves		9,578
Total Fund Balances	\$	134,578

Montecito
Community Development District
Roadway Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

Revenues							
Interest	\$	-	\$	-	\$	-	\$ -
Expenditures:							
Bank Fees	\$	300	\$	75	\$	26	\$ 49
Excess (Deficiency) of Revenues over Expenditures	\$	(300)			\$	(26)	
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	50,000	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$	50,000	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$	49,700			\$	(26)	
Fund Balance - Beginning	\$	99,760			\$	99,795	
Fund Balance - Ending	\$	149,460			\$	99,769	

Montecito
Community Development District
Debt Service Fund Series 2006/2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

Revenues:

Special Assessments - Tax Roll	\$	315,934	\$	291,567	\$	291,567	\$	-
Interest	\$	-	\$	-	\$	393	\$	393

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Expenditures:

Series 2022

Interest - 11/1	\$	57,316	\$	57,316	\$	57,316	\$	0
Principal - 5/1	\$	200,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	58,954	\$	-	\$	-	\$	-

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Excess (Deficiency) of Revenues over Expenditures	\$	(335)	\$	234,644
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Fund Balance - Beginning	\$	57,335	\$	105,418
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Fund Balance - Ending	\$	57,000	\$	340,061
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Montecito
Community Development District
Capital Projects Fund - Series 2006/2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

Revenues									
Interest	\$	-	\$	-	\$	-	\$	-	
Expenditures:									
Capital Outlay	\$	-	\$	-	\$	-	\$	-	
Excess (Deficiency) of Revenues over Expenditures	\$				\$				
Fund Balance - Beginning	\$	-			\$	16,152			
Fund Balance - Ending	\$	-			\$	16,152			

Montecito
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessments	\$ 60,000	\$ 98,255	\$ 643,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 801,754
Interest Income	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Gate & Amenity Access Income	\$ 365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365
Miscellaneous Income	\$ 300	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Total Revenues	\$ 60,665	\$ 98,555	\$ 643,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 802,720
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400
District Management	\$ 4,583	\$ 4,583	\$ 4,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,750
District Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Counsel	\$ 3,848	\$ 2,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,856
Disclosure Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Officials/General Liability Insurance	\$ 16,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,555
Legal Advertising	\$ 203	\$ 399	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 602
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ 100	\$ 100	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Property Appraiser	\$ -	\$ -	\$ 211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211
Reimbursable Expenses	\$ 696	\$ 26	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727
Contingency	\$ 177	\$ 219	\$ 197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 593
Subtotal General & Administrative	\$ 32,287	\$ 8,285	\$ 7,046	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,619
Operations & Maintenance													
Field Management													
Field Manager	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
ADP Fees	\$ 66	\$ -	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 199
Amenity Management	\$ -	\$ 6,172	\$ 6,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,344
Property Insurance	\$ 34,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,078
Subtotal Field Management	\$ 36,644	\$ 8,672	\$ 6,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,621
Amenity Center Operations													
Repairs & Maintenance (Non-HVAC)	\$ 798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 798
HVAC Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ 450	\$ 620	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,520
Pest Control & Termite Bond	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80
Fitness Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Service Repairs & Maintenance	\$ 1,620	\$ 1,008	\$ 643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,271
Subtotal Amenity Center Operations	\$ 2,947	\$ 1,628	\$ 1,093	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,668

Montecito
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Irrigation													
Irrigation Repairs & Maintenance	\$ 3,055	\$ 5,437	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,623
Irrigation Monitoring	\$ 998	\$ -	\$ 649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,647
Hoover Pumps Repairs & Maintenance	\$ 365	\$ 2,290	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,455
Lakes & Fountains													
Aquatic Maintenance	\$ 480	\$ 480	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,660
Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	480
Landscaping													
Landscaping Contracted Services	\$ 6,434	\$ 6,365	\$ 6,390	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,189
Additional Landscaping Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Entrance Pot Plant Replacement	\$ -	\$ -	\$ 456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	456
Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Palm Tree Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Oak Tree Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Common Areas, Right of Ways & Perimeter Walls													
Street Light Repairs & Maintenance	\$ 512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	512
Entrance Vehicular Gates Repairs & Maintenance	\$ 490	\$ -	\$ 1,836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,326
Pedestrian Entry Gates & Walls Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Common Area Repairs & Maintenance	\$ 387	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,137
Sidewalk Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Monitoring Services													
Fire Detection Services	\$ 179	\$ 179	\$ 179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	536
Access Control Services	\$ 214	\$ 214	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	643
Intrusion Services	\$ 131	\$ 131	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	393
Security Monitoring Repairs & Maintenance	\$ -	\$ 59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	59
Utilities													
Electric Services	\$ 4,771	\$ 3,462	\$ 3,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,410
Telephone, Fax & Internet	\$ 286	\$ 286	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	858
Water & Sewer Services	\$ 131	\$ 90	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	446
Gate Kiosk Internet Services	\$ 190	\$ 190	\$ 190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	570
Other													
Contingency/Miscellaneous Expense	\$ 760	\$ 1,447	\$ 274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,481
Excess Revenues (Expenditures)	\$ (30,597)	\$ 58,590	\$ 610,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638,932
Other Financing Sources/Uses:													
Disaster Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Capital Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roadway Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (30,597)	\$ 58,590	\$ 610,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638,932

Montecito

Community Development District

Long Term Debt Summary

SERIES 2022, SPECIAL ASSESSMENT REFUNDING BONDS		
INTEREST RATES:	3.140%	
MATURITY DATE:	5/1/2037	
RESERVE DEFINITION:	10% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE REQUIREMENT:	\$31,593	
RESERVE BALANCE:	\$31,872	
BONDS OUTSTANDING - 05/06/2022		\$3,755,000
CURRENT BONDS OUTSTANDING		\$3,755,000

Montecito
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

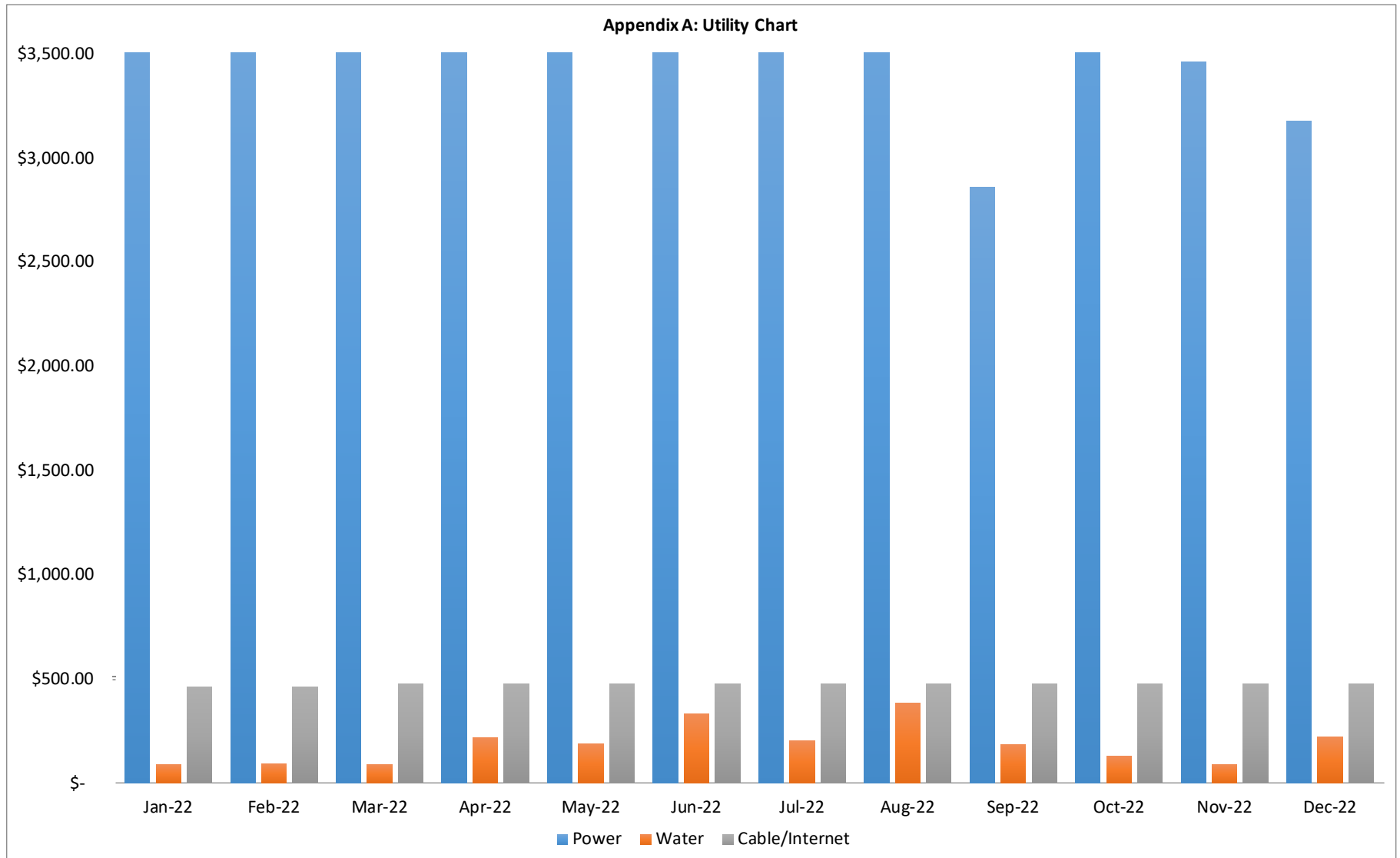
Gross Assessments \$ 855,050.08 \$ 336,100.85 \$ 1,191,150.93
Net Assessments \$ 803,747.08 \$ 315,934.80 \$ 1,119,681.87

ON ROLL ASSESSMENTS

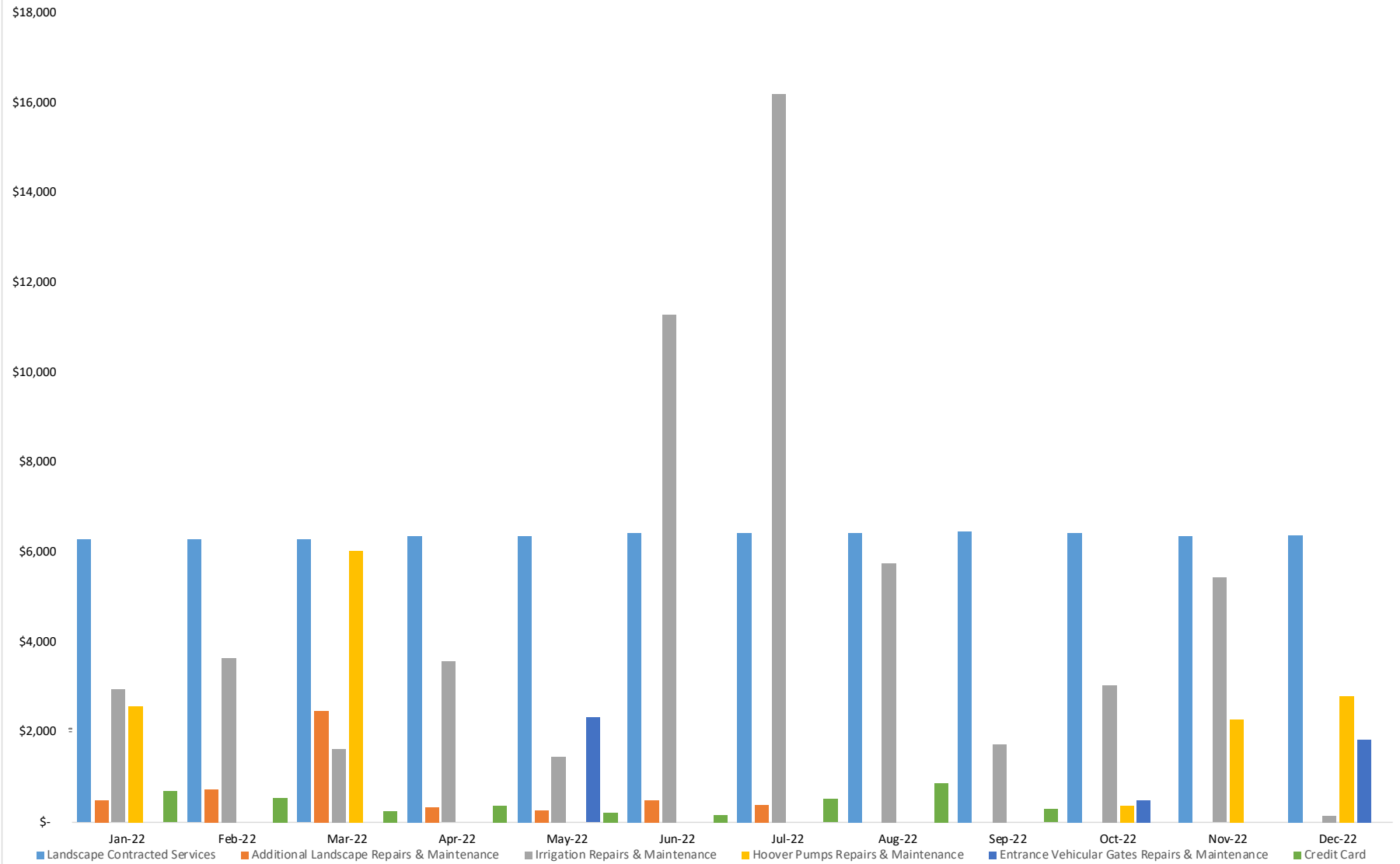
71.78% 28.22% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Distribution Period</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Series 2022 Debt Service</i>	<i>Total</i>
11/21/22	ACH	10/24/22	\$16,789.35	(\$319.40)	(\$819.56)	\$0.00	\$15,650.39	\$11,234.40	\$4,415.99	\$15,650.39
11/29/22	ACH	11/1/22	\$128,854.14	(\$2,473.99)	(\$5,154.20)	\$0.00	\$121,225.95	\$87,020.26	\$34,205.69	\$121,225.95
12/13/22	ACH	11/16/22 - 11/30/22	\$915,065.94	(\$17,570.25)	(\$36,553.54)	\$0.00	\$860,942.15	\$618,014.59	\$242,927.56	\$860,942.15
12/22/22	ACH	12/01/22 - 12/15/22	\$37,523.86	(\$724.53)	(\$1,297.37)	\$0.00	\$35,501.96	\$25,484.56	\$10,017.40	\$35,501.96
TOTAL			\$ 1,098,233.29	\$ (21,088.17)	\$ (43,824.67)	\$ -	\$ 1,033,320.45	\$ 741,753.81	\$ 291,566.64	\$ 1,033,320.45

92%	Net Percent Collected
\$ 86,361	Balance Remaining to Collect



Appendix B: Maintenance Chart



SECTION D

SECTION 1



Cascade Fountains

A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton FL, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 10-Jan-2023 09:52 AM

Quote #: 1358

MONTECITO

c/o GOVERNMENT MANAGEMENT SERVICES 135
W. CENTRAL BLVD., STE. 320
ORLANDO, 32801
Florida, United States

Scope of work: Our Service Manager has advised that the capacitor boxes on Fountain Unit #1 behind 665 Mission Bay Dr. and Fountain Unit # 2 behind 697 Palos Verde Drive have failed. They will need to replace both capacitor boxes. Once installed and the fountains have power they will run complete checks on each fountain for any other possible issues. If additional repairs are needed a quote will be sent to you and we will wait for your approval before proceeding.

Notes:

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
2.00	Shp Deluxe Capacitor Box	805.10	0.00	1,610.20
1.00	Labor To Install and Repair	315.00	0.00	315.00
Sub Total:				\$ 1,925.20
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 1,925.20

Respectfully Submitted by,
Fountain Design Group

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: _____

Date of Acceptance _____

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

Lake Pasadena



Cascade Fountains

A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton FL, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 05-Jan-2023 11:26 AM

Quote #: 1350

MONTECITO

c/o GOVERNMENT MANAGEMENT SERVICES 135
W. CENTRAL BLVD., STE. 320
ORLANDO, 32801
Florida, United States

Scope of work: Our Service Manager changed out the motor and the pump on the lake at the Clubhouse/Pool. At that time he also found that the power cables on the fountain were damaged and allowing water to get into the cables. We will need to remove the existing power cables and replace it with 300' of new 8/4 Submersible SOW Power Cable.

Notes:

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
300.00	8/4 Submersible Pump/Motor Power Cable	13.40	0.00	4,020.00
1.00	A1 Splice Kit	94.89	0.00	94.89
1.00	Labor To Install and Repair	525.00	0.00	525.00
Sub Total:				\$ 4,639.89
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 4,639.89

Respectfully Submitted by,
Fountain Design Group

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: _____

Date of Acceptance _____

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

Lake Sonoma

SECTION 2

Ecor
Aquatic Weed
Control

For Montecito CDD
C/O GMS
6200 Lee Vista Blvd Suite 300
Orlando, FL 32822-5147

SUBTOTAL	\$	360.00
TOTAL	\$	360.00

Date: _____

SECTION 3

BEACH POOL SERVICE
137 TOMAHAWK DRIVE SUITE #8
INDIAN HARBOR BEACH, FL 32937
(321) 777- 7665

MONTECITO HOA
208 MONTECITO DRIVE
SATELLITE BEACH, FL 32937

JULY 30, 2021

SWIMMING POOL SERVICE ESTIMATE

1. SERVICE

Service will be performed on a seasonal schedule. Monthly service includes: Cleaning tile, brushing pool, vacuuming when needed, emptying skimmer basket, cleaning the filter, checking water balance, and adding chemicals as needed.

Summer Schedule- five days per week:

May through September

Full cleaning on Monday, Wednesday, and Friday

Chemicals only on Tuesday and Thursday [test water and add chemicals to maintain proper levels per Health Department guidelines]

\$1,500.00 per month

Winter Schedule- three days per week:

October through April

Full cleaning on Monday, Wednesday, and Friday

\$980.00 per month

Holiday Schedule:

There will be no service offered on Thanksgiving Day, Christmas Day, and New Years day. Normal service will resume the following day.

Federal holidays (not listed above) will be treated as chemical only service days.

Fountain Cleaning and Maintenance:

Chemicals will be checked and maintained three days per week

We will clean and maintain fountains to the best of our ability

2. REPAIRS, PARTS, AND SERVICE CALLS

Association or Management Company authorization will be required for all repairs, and are billed separately from monthly service. Estimates for repairs will be submitted via email and scheduled after approval. In the case of an emergency repair, verbal authorization may be required. Repairs are billed at a rate of \$110.00 per hour for labor, plus the cost of materials used.

Service calls made during business hours are billed at a rate of \$110.00 per hour, with a minimum of \$110.00

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has also become an important employer of women, with 5.5 million women employed in the public sector in 1995, compared with 4.5 million in 1980.

There are a number of reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of women in its workforce. In 1995, 85% of the public sector workforce were women, compared with 75% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are full-time and permanent. In 1995, 65% of the public sector workforce were employed on full-time contracts, compared with 55% in 1980. This is due to the fact that the public sector has a high proportion of jobs that are essential to the functioning of the state, such as those in the health and education sectors.

A third reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are well-paid. In 1995, the average salary of a public sector employee was £18,000, compared with £15,000 in 1980. This is due to the fact that the public sector has a high proportion of jobs that are in the higher grades of the public sector pay scale, such as those in the senior management and professional grades.

There are a number of other factors that have contributed to the growth of the public sector as an employer of women. These include the fact that the public sector has a high proportion of jobs that are in the public sector, and the fact that the public sector has a high proportion of jobs that are in the public sector. These factors have all contributed to the growth of the public sector as an employer of women.

The public sector has also become an important employer of women because it has a high proportion of jobs that are in the public sector. This is due to the fact that the public sector has a high proportion of jobs that are in the public sector, and the fact that the public sector has a high proportion of jobs that are in the public sector. These factors have all contributed to the growth of the public sector as an employer of women.

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128 Sixth Ave
Indialantic, FL 32903
(321)723-7074
info@brevardpools.com

Pool Maintenance Agreement

Owner & Location of Pool

Name Montecito CCD		
Address 208 Montecito Dr		
City Satellite Beach	St Fl	Zip 32937
Home	Work	
Cell	Email	

Billing Address (If Different)

Name Montecito CCd		
Address 6200 Lee Vista Blvd		
City Orlando	St Fl	Zip 32822
Home	Work	
Cell	Email	

Monthly Pool Maintenance

Our weekly maintenance is designed to take complete care of your swimming pool/spa. We will vacuum your pool, brush pool walls as needed and clean the pool's waterline tile. We will clean your filtration system as needed. We will balance the pool's chemistry on each visit. We will provide all chemicals in maintaining your pool as well as the necessary cleaning equipment; all we ask of you is to provide a source of water for refilling and cleaning of equipment.

Beginning:	Rate: \$643.00 \$936
Service day(s): M F// MWF	
Service technician: Dan	

We are not responsible for leaks, cracks, staining, or equipment failure, but can provide a complete repair service. Hurricane Clean-ups may require additional services and are not part of routine maintenance

All Pool Maintenance Payable in Advance on First of Each Month

_____ 11-17-2022 _____

- 1). The schedule above subject to change at option of Brevard Pools Inc.
- 2). This agreement can be cancelled by either party with one month notice.

Name & telephone number of person to contact for authorization of repairs, if needed.

Name: _____ Telephone Number: _____

Special Instructions: _____

Other Notes: _____