

*Montecito Community
Development District*

Meeting Agenda

May 3, 2023

AGENDA

Montecito Community Development District

www.MontecitoCDD.org

April 26, 2023

Board of Supervisors
Montecito Community Development District

Dear Board Members:

The Montecito Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, May 3, 2023 at 9:30 a.m. at Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.** Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)
- III. Landscape and Irrigation Reports
 - a. ProGreen
- IV. Approval of Consent Agenda
 - a. Minutes of the April 5, 2023 Board of Supervisors Meeting – *Under Separate Cover*
 - b. Balance Sheet and Income Statement
 - c. Assessment Receipts Schedule
 - d. Check Register
- V. Staff Reports
 - a. District Counsel
 - b. District Engineer
 - c. District Manager
 - d. Vesta Update
- VI. Business Items
 - a. Items for Board Consideration
 - i. Resolution 2023-08 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
 - ii. General Operations and Facilities Management Agreement with Vesta Property Services, Inc.
 - iii. Board of Supervisors Code of Conduct
 - iv. Proposal from Florida Reserve Study and Appraisal to Update 2016 Funding Reserve Analysis Report

- v. Proposal from Brown Fitness Services, LLC for Quarterly Fitness Equipment Maintenance
 - vi. Opening Money Market Account with Bank United
 - b. Ratification of Proposal from Lock Haven-1
 - c. Discussion Items
 - i. Holiday Lighting
 - ii. Vue Fence
- VII. Other Business
- VIII. Supervisor Requests
- IX. Audience Comments
- X. Next Scheduled Meeting – June 7, 2023, at 5:30 PM at the Montecito Beach Club
- XI. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

SECTION III

SECTION A

Date: 4/28/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

4/6/23 – Trimmed Clubhouse and Front Entrances and performed maintenance services.

4/11/23 – Completed installing above ground wires approx. 300' into conduit and burial.

4/13/23 – Fertilizer installed on CDD sections and performed maintenance services.

4/17/23 – Started mapping process of the irrigation system. Scheduled to be completed the first week of May.

4/18/23 – Insight reported Monterrey odd section was down. Repaired the faulty wire and section back up and operational on 4/19/23. There is a section of wire above ground approx. 100' that needs to be buried between 244 – 254 Point Lobos. Estimate 4935 \$750.00 – Approved 4/27/23

4/20 -4/21/23 – Wet check performed.

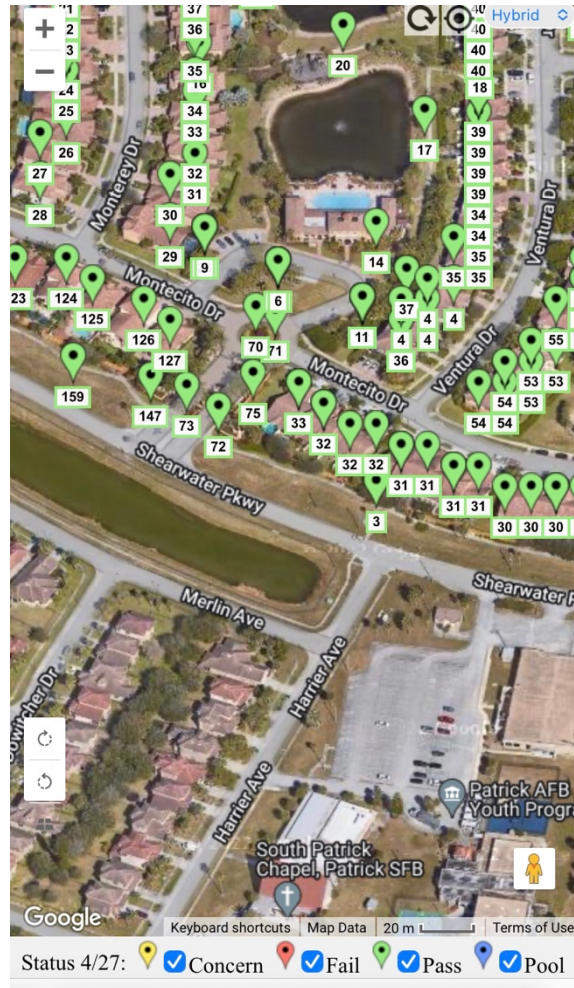
4/20/23 – Met with Hoover tech to discuss the well flow meter issues. See Hoover report.

4/20/23 – Trimmed shrubs outside of the perimeter walls and the townhouse section during maintenance service.

4/25/23 – West controller screen stopped functioning. We sourced a new screen and are sourcing a new ribbon cable from Hunter as the faceplate has changed from the older version.

4/25/23 – Completed the battery pack conversion. Notified Insight of the new programming. All the new zones run off the clubhouse pump and are wired into the clubhouse clock. See new map below.

- Zone 70-inside of the round about
- Zone 71- outer circle of roundabout
- Zone 72-right side of entryway
- Zone 73- front median at south entrance
- Zone 75- behind right entrance wall



4/26/23 – Met with Denise Grimm to give an overview of the landscaping projects and maintenance for the CDD areas. Delivered the two battery packs for storage and future use.

4/27/23 Trimmed shrubs in the townhouse section during maintenance service. Removed dead shrubs around the club house area.

Upcoming Projects / Activities:

Depending on the weather sod installs will be in May.

Depending on the weather new plants are scheduled for the community pots in May.

Providing a quote for repair or replacing the well at the West pump station.

Maintenance Service Schedule:

Service date for May is on Thursdays.

- Mowing Schedule for May – 4th, 11th, 18th, 25th. Subject to change depending on weather.
- Detail schedule May – 4th Entrances / Club House, 11th Exterior Perimeter, 18th Townhome CDD section, 25th Entrances / Club House Subject to change depending on growth.
- Bed Weed Control May – 4th, 11th, 18th, 25th Treat areas as necessary.

Montecito – CDD Enhancement Estimates

Irrigation Enhancements

Rewire sections of the community. After the mapping is completed, we will review our findings and determine which sections we recommend for rewiring.

Provide a quote for replacing the faceplate and LTE modem for the Club House and East pump stations.

Providing a quote for repair or replace the well at the West Controller.

Plant Removals and Replacements

Remove annual flowers in the 16 containers/pots at the front entrances, club house, pool patio, and replace with colorful perennials. Estimate 4815 \$2800. We would only charge for the actual number of pots needing irrigation repair, and new plants as some won't need to be completely changed out or repaired. Approved during April Meeting

Remove ornamental grass along the back bank of the pond between the playground and the pond. Replace with Mexican Petunia and Pygmy Date Palms - Tri Stem along the bank. Estimate 4825 \$1485. Approved during April Meeting.

Mulch Install:

Estimate 4787 to install 300 yards of Mulch \$19,500.00 in CDD areas.

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status	Area
30-Mar	6-Apr	6-Apr	726 Simeon Dr	Irrigation	The irrigation system has not been operating in our area of the townhouses in a couple of weeks. The lawn and bushes are looking very stressed. Can we please get the system checked as soon as possible by Paradise or ProGreen, whichever contractor is supposed to be handling this. The common area surrounding the pond behind us is also looking exceptionally dry.	Wet check operation normal	Closed	CDD
3-Apr	3-Apr		137 Clemente	Safety / Request	Concrete Pipe on CDD area 95-Clemente	Investigated the pipe cannot determine the use or who installed it. Recommended removal at a later date	Pending	CDD
15-Apr	15-Apr	15-Apr	635 Mission Bay	Irrigation	Received an email from Mac about an emergency issue with a possible irrigation issue at the address with the irrigation coming on at the property and the homeowner has an issue with water coming out under their pool patio.	We investigated and determined that the issue was a false alarm as our technician had been inspecting the neighbors system and turned on the system for this property. They noticed the water coming out under the pool deck. He turned their system back off and there was some sand on the pool deck that was left that the homeowner saw and thought the system had turned on overnight. We explained the situation to the homeowner and resolved the issue.	Closed	CDD
20-Apr	20-Apr	20-Apr	749 Monterey Drive	Irrigation	Homeowner reported no irrigation working at her property and neighbors	Inspected and replaced one 6" pop up and 1 nozzle at the address and inspected neighbors and all operational	Closed	CDD
18-Apr	20-Apr	20-Apr	Monterey Dr	Irrigation	Received a report from Insight that the odd section of Monterey was down.	Inspected and corrected a bad wire. Section is back up and operational	Closed	CDD
20-Apr	20-Apr	20-Apr	780 Simeon Drive	Maintenance	Report of debris in the CDD area.	Advised Mac that the crews are out working and the debris would be removed before they finished for the day.	Closed	CDD
14-Apr	15-Apr	15-Apr	137 Montecito Drive	Maintenance	Homeowner reported excess Fert left on a sidewalk	Advised Mac that the crews are out working and should have taken care of the issue but will ensure that it is corrected.	Closed	CDD

SECTION IV

SECTION A

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on Wednesday, April 5, 2023 at 9:30 a.m. via Zoom Communication Media Technology and at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Catherine LeCesne	Chair
Ed Henson	Vice Chair
Tanja Glynn	Assistant Secretary
Richard Wellman	Assistant Secretary
Eric Smith	Assistant Secretary

Also present were:

Howard “Mac” McGaffney	District Manager
Michael Pawelczyk	District Counsel
Dan Fagen (<i>via Zoom</i>)	Vesta Property Services
Lea Stokes	Vesta Property Services
Denise Grimm	Vesta Property Services
Rusty Kahoe	ProGreen Services, LLC
Mr. James	Coverall
Residents	

The following is a summary of the discussions and actions taken at the April 5, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 9:30 a.m. and called the roll. All Supervisors were present.

- **Vesta Update (*Item 5D*)**

Ms. Lea Stokes, Regional Vice President for Vesta Property Services (Vesta) introduced the new General Manager, Ms. Denisse Grimm, who would be starting on April 17th. Mr. McGaffney stated that the agreement with Vesta was being executed and reviewed by Counsel. In

response to Ms. LeCesne's question, Ms. Stokes confirmed that she and Mr. Fagen would be training Ms. Grimm onsite. Ms. Lisa Caden was hired as Facility Attendant and would also be starting on April 17th. Mr. McGaffney would work with the Chair on overseeing the trainings, but it would take six months for a full transition.

SECOND ORDER OF BUSINESS

Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)

Mr. James Bourdeau of 137 Clemente Drive requested that the minutes for the CDD be posted timely and that there be workshop minutes. Mr. Mark Di Pasquale of 134 Redondo Drive stated that landscaping beds have not been maintained by the CDD since 2018, the grass needed to be replaced and there were dead palms. Mr. McGaffney pointed out that landscaping on private property was previously maintained by Paradise and ProGreen Services, LLC (ProGreen). ProGreen started maintaining the CDD landscaping two months ago. Mr. Di Pasquale questioned who monitored ProGreen. Mr. McGaffney confirmed that Ms. Grimm would be overseeing the landscaping on a daily basis. Resident Betsy Vincent of Redondo Drive submitted tickets for issues at the pool area, especially with the Fitness Center and emergency doors and that The Vue was going to be doing some landscaping and requested that staff monitor the sidewalk to ensure that it was free of dirt. Mr. McGaffney stated they would be looking at the doors after the meeting as Ms. LeCesne reported that the Fitness Center door was not closing properly. Staff was observing the construction of The Vue.

THIRD ORDER OF BUSINESS

Landscape and Irrigation Reports

A. ProGreen

Mr. McGaffney presented the Landscaping and Irrigation Reports from ProGreen, which were included in the agenda package. Mr. Rusty Kahoe of ProGreen reported that in March, nutrients were added to the trees at the Clubhouse and turf areas, palms were trimmed at the front entrance and a mainline break was repaired at the northeast corner. A full recommendation had not yet been made on the rewiring, because they wanted to complete the mapping of the irrigation system, which was scheduled for April 18th and 19th. A Bismarck Palm tree on the left side of the Clubhouse was removed and three truckloads of debris and material were hauled away. Replacing the foliage along the back pond was approved, but they were waiting for the weather to improve. Recommendations were made for sod replacements and enhancements for upcoming months.

Mr. Wellman recalled providing a list of all places where sod replacements were needed. Mr. Kahoe would confirm if his list matched Mr. Wellman's. Some of the larger sod areas were being treated before being replaced, to see if they would recover, such as an area by the townhomes, which had a large number of weeds. The only areas that were not completed were the verge areas and single-family homes, which were going to be fertilized in April. Mr. Wellman noted an area that was missed and requested that debris be removed after each trimming. Mr. Kahoe corrected the missed area yesterday, but clarification was needed for some areas regarding ownership and as these areas were clarified, they would address them. Mr. Wellman felt that ProGreen was mowing too short as the specification was 4 inches, but many places were less than 2 inches. Mr. Kahoe believed that this was because they were using a combination of 60 inch and 36-inch mowers. Mr. Henson thanked Mr. Kahoe for his positive attitude and noticed typos with some of the addresses for sod replacements such as 728 Montecito, which was an invalid address. Ms. Glynn believed this was 418 Montecito. Mr. Henson noted areas of chemical over-spraying and requested that chemicals only be used along fence lines. Mr. Kahoe explained when they sprayed the pavers and beds, some of the chemical got into the turf and in the future, they would be more careful. Ms. LeCesne noted ProGreen had only been in the community for 60 days and felt that they were professional and had a stellar business plan.

Mr. Kahoe stated that a proposal for the battery pack for the irrigation system would be presented later in the meeting. They believe that they can tie the battery pack system into the controller for the Clubhouse to get it back in line. Mr. Henson recalled that the District purchased battery packs in the past, but questioned who owned them. Mr. McGaffney pointed out the District owned anything it purchased. Mr. Kahoe reported that were monitoring the lake levels, but due to the drought, the wells had to be turned on. They were currently on a three-day watering schedule but may need to drop back to two days because of the amount of water being pulled out of the ponds. They were working with Insight to monitor that.

B. Designation of CDD Property Mowing Areas

Mr. McGaffney recommended entering into a Memorandum of Understanding (MOU) with the single-family and townhome HOAs to handle areas of ownership and would work with the District Engineer to create a landscape maintenance map. Mr. Pawelczyk felt that the map was a good idea as the CDD could not maintain anything on private property and suggested that the District Engineer prepare a color map that could be updated on a regular basis. Ms. Glynn asked

if the Townhome HOA ever considered changing from Paradise to ProGreen so there would be one landscape contractor. Ms. LeCesne recalled that Paradise's contract with the Townhome HOA was supposed to end but was extended to December, 2023. Mr. Henson noted an issue with the HOA not trimming Palms over 10 feet high and the CDD trimming at any height. Mr. McGaffney planned to speak with the HOAs and come back to the Board.

On MOTION by Ms. LeCesne seconded by Ms. Glynn with all in favor authorizing the District Manager to enter into a Memorandum of Understanding with the single-family and townhome HOAs to handle areas of ownership and work with the District Engineer to create a landscape maintenance map was approved.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the January 25, 2023 and February 27, 2023, Board of Supervisors Meetings

Mr. McGaffney presented the minutes of the January 23 and February 27, 2023 Meetings, which were included in the agenda package. In the February 27th meeting minutes, Mr. Henson requested that, "*Over \$15,000 for emergency repairs*" be changed to, "*Up to \$15,000 for emergency repairs.*"

B. Balance Sheet and Income Statement

Mr. McGaffney presented the Unaudited Financial Statements through February 28, 2023, which were included in the agenda package for informational purposes. The District was doing well and would be under budget for remainder of the year.

C. Assessment Receipts Schedule

Mr. McGaffney presented the Special Assessment Receipt Schedule for Fiscal Year 2023, which was included in the agenda package.

D. Check Register

Mr. McGaffney presented the Check Register from February 1, 2023 through February 28, 2023 in the amount of \$24,083.34, which was included in the agenda package.

On MOTION by Ms. Glynn seconded by Mr. Smith with all in favor the consent agenda items as stated above with the revisions to the minutes were approved.

FIFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

There being none, the next item followed.

B. District Engineer

Mr. McGaffney stated that the District Engineer, Mr. Robert Robb was onsite earlier today, inspecting the wells with Mr. Kahoe. The last reporting requirement for compliance with the permit was filed in January. They were allowed to use 108,000 gallons of water per day. Since there was no response to the last Request for Qualifications (RFQ), Mr. Robb was currently serving as Interim District Engineer. They were interested in bidding on the RFQ. Mr. McGaffney was familiar with some engineers in this area and would ask them to respond to the RFQ.

C. District Manager

Mr. McGaffney reported that he and Chair received numerous alarms at different times from Sonitrol when residents were accessing the Amenity Center and recommended having a key log or obtaining proposals for re-keying the facilities with non-duplicable keys. Mr. Henson requested that staff look into other door mechanisms as many times doors were ajar. *After further discussion there was Board consensus for the District Manager to obtain the proposals.*

D. Vesta Update

This item was discussed.

SIXTH ORDER OF BUSINESS**Business Items****A. Items for Board Consideration****i. Resolution 2023-06 Providing District Manager with Limited Discretionary Spending Authority Under Conditions Specified, Authorizing District Manager and Amenity Manager to Execute Certain Agreements and Purchase Orders on Behalf of the District**

Mr. McGaffney presented Resolution 2023-06, which was included in the agenda package, providing spending authority to the District and Amenity Managers as well as the authorization to execute agreements and purchase orders. The spending authority for the Amenity Manager would be up to \$5,000 for repairs, but not for the purchase of capital items. The District Manager would have spending authority up to \$15,000 and anything over \$15,000 for critical or emergency situations, such as for the removal of fallen trees during a storm, would be coordinated between the District Manager and the Chair. Under Section 2F, the Amenity Manager would obtain three

proposals, unless the amount was \$1,500 or less. Mr. Pawelczyk noted if they did not get three proposals, the District Manager could waive this requirement and allow the Amenity Manager to proceed.

Mr. Henson asked if there would be checks and balances. Mr. McGaffney offered to update the Board when any major work needed to be completed. Mr. Pawelczyk pointed out that this resolution did not give Mr. McGaffney the authority to undertake new projects or for policy decisions g. Mr. Henson voiced concern that it would be abused and recommended that a call be placed to the Chair for any expenditures. Ms. LeCesne appreciated Mr. Henson's concerns, but the resolution stated, *"In the event of an emergency as determined by the District Manager and the need for critical and emergency repairs, purchases on behalf of the District, the District Manager shall have the authority to expend over \$15,000 with the written approval of the Board Chair."* Mr. Pawelczyk proposed including on each agenda, *"Agreements entered into under Resolution 2023-06 for ratification."* Mr. Henson did not have a problem giving Mr. McGaffney the authority to spend up to \$15,000, but preferred that Chair sign off on it. Ms. LeCesne suggested that Mr. McGaffney send an email to the five Board Members for any expenditures \$5,000 to \$15,000. Mr. Pawelczyk preferred that Mr. McGaffney confer with the Chair for any expenditures \$5,000 to \$15,000, due to the Sunshine law. Mr. McGaffney proposed adding to the resolution that the District Manager would notify the Board any expenditures above \$5,000. Mr. Wellman approved of the resolution as presented. Mr. Smith agreed because hurricane season was in two months.

Mr. Smith MOVED to adopt Resolution 2023-06 Providing District Manager with Limited Discretionary Spending Authority Under Conditions Specified, Authorizing District Manager and Amenity Manager to Execute Certain Agreements and Purchase Orders on Behalf of the District and Mr. Wellman seconded the motion.
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Ms. Glynn had no issues with the resolution as it provided for full disclosure and any expenditures would be presented to the Board at the following Board Meeting. If there was an issue, they could terminate the resolution.

On VOICE VOTE with all in favor Resolution 2023-06 Providing District Manager with Limited Discretionary Spending Authority Under Conditions Specified, Authorizing District Manager and Amenity Manager to Execute Certain Agreements and Purchase Orders on Behalf of the District was adopted.

Mr. McGaffney appreciated the trust that the Board had in him. At Mr. Pawelczyk's request, Mr. McGaffney would place under the consent agenda on every agenda, "*Agreements entered into under Resolution 2023-06 for ratification*" and highlight these items on the Check Register.

ii. Resolution 2023-07 Authorizing Use of Electronic Documents and Signatures

Mr. McGaffney presented Resolution 2023-07, which was included in the agenda package. Mr. Pawelczyk explained that it allows the Chair/Vice Chair to sign documents, electronically, on behalf of the District.

On MOTION by Mr. Wellman seconded by Mr. Smith with all in favor Resolution 2023-07 Authorizing Use of Electronic Documents and Signatures was adopted.

iii. Request Authorization to Issue RFQ for Professional Engineering Services

Mr. McGaffney presented an RFQ for Engineering Services as the interim agreement did not satisfy the statutory requirements to engage a District Engineer. It was a basic RFQ that was used for other Districts.

On MOTION by Ms. Glynn seconded by Mr. Smith with all in favor the Request for Qualifications for Professional Engineering Services and authorization for the District Manager to notice the same was approved.

iv. ProGreen Enhancement Proposals

- 1. Mulch Installation – Option 1: \$19,500, Option 2: \$14,950**
- 2. Rock Installation – \$142,500**

Mr. McGaffney explained that there were two mulch options because the community had not been mulched in some time and needed more mulch than necessary; however, there was a request from a Supervisor to install rocks instead of mulch. The \$142,500 proposal for rocks was for the purpose of long-term planning and not to have \$142,500 worth of rocks. Mr. Kahoe confirmed that the \$14,950 option was mulch was for 230 cubic yards, which was in the contract, but when they did a survey, 300 cubic yards was needed, which cost \$19,500. The rock proposal could be broken out into sections and he could provide an updated proposal for the Clubhouse. Ms. LeCesne requested the proposal for rocks because mulch needed to be constantly replaced;

however, the proposal was for river rocks, which were used for indoor planters. Mr. Henson preferred red crimson rock. Ms. LeCesne requested renderings. Mr. McGaffney suggested purchasing bags of three different rocks and bringing to the next meeting. Mr. Smith invited the Board to his house as he had different types of rocks in his beds.

Ms. Rosalyn Wilson 768 Monterey Drive urged the Board to do something as residents were paying for the community to look good, but did not want rocks around flowers. Mr. Kahoe recommended trimming the trees before mulching. Mr. McGaffney stated that the trees would be trimmed in April and recommended that the Board look at the rocks and provide their preferences to him so that he could provide revised proposals at the May meeting. Mr. James Bourdeau of 137 Clemente Drive recalled that the last time mulch was applied was a year-and-a-half ago. Mr. McGaffney would come back to the Board at the May meeting with a proposal on how to fund these items this year. Ms. Glynn preferred to phase it out and identify areas that would have mulch. *After further discussion, there was Board consensus to table the mulch and rock proposals, review different rock styles and sizes at Mr. Smith's house and forward comments to the District Manager.*

3. Lake Edge Plant Material Installation at Playground – \$1,485

4. Valve and Valve Boxes Repair at 418 Montecito West Side – \$850

Mr. McGaffney approved these items as part of his spending authority.

5. Sod Replacement Behind 418 Montecito – \$2,375

Mr. McGaffney recommended that the Board no longer pursue the terms of the demand letter sent to the owner of 418 Montecito as the property owner purchased the sod and would install it, direct Mr. Kahoe to contact the property owner to review their Sod Installation Plan and report back to the Board with an update at the May meeting. Mr. Henson asked if this area was owned by the CDD as he had an issue with the District allowing a vendor to perform this work. Mr. McGaffney would get clarification on whether this was CDD property; however, any oversight would be provided by ProGreen. Mr. Pawelczyk recommended that the District reserve their rights under the demand letter until the sod was replaced.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor authorizing the District Manager and ProGreen to engage with the property owner about the sod replacement was approved.

Ms. Rosalyn Wilson questioned who was responsible for any sod replacements due to the irrigation breaks as no one wanted to take responsibility. Mr. McGaffney would update the Board later in the meeting.

6. Battery Pack Removal from Existing Valves/New Wire Conduit Installation – \$8,750

Mr. Kahoe stated that this proposal was for the removal of battery packs from the controller behind the Clubhouse, which was discussed earlier in the meeting. Mr. McGaffney recommended paying for this item from the *Capital Reserve Fund*, which had \$103,000. Ms. LeCesne asked if the work was warrantied. Mr. Kahoe confirmed that there was a one-year warranty. Mr. Wellman questioned what they were going to do with the battery packs. Mr. Kahoe stated that the Board needed to decide whether to have the battery packs as a backup, but they needed to be stored. Mr. McGaffney requested the total number of battery packs for the next meeting. Mr. Henson recalled that the battery packs were a temporary tool in order to correct the irrigation and if it was only used for a couple of days, it should not be thrown away. Mr. Kahoe recommended holding onto them, if they were in good condition. Mr. McGaffney would provide a resolution for disposing of surplus property at the next meeting.

7. Plant Replacement in 16 Potters – \$2,800

Mr. Kahoe recommended tabling this item until after the drought. Some pots had nice foliage, which he would try to save. Mr. McGaffney recalled that this item was addressed at the budget workshop as part of the beautification.

- **Battery Pack Removal from Existing Valves/New Wire Conduit Installation – \$8,750 (Item 6Aiv6)**

On MOTION by Mr. Smith seconded by Mr. Wellman with all in favor the proposal from ProGreen for battery pack removal from existing valves/new wire conduit installation in not-to-exceed amount of \$8,750 was approved.

Mr. Wellman MOVED to approve the proposal from ProGreen for plant replacement in 16 potters in a not-to-exceed amount of \$2,800 and Ms. Glynn seconded the motion.

Mr. Henson asked if the soil would be restored. Mr. Kahoe would look at the existing soil and add some nutrients if necessary. In his opinion, \$2,800 was on the high side and could be less.

On VOICE VOTE with all in favor the proposal from ProGreen for plant replacement in 16 potters in a not-to-exceed amount of \$2,800 was approved.

- **Removal and Replacement of Turf Throughout Property – \$16,200** (*Item 6Aiv8*)

Mr. McGaffney stated that the turf would not be replaced until the June to August timeframe. There were discussions with District Counsel and the insurance company to address sod concerns with three properties due to a mainline break with the irrigation system, which caused some sod in the District to decline or die in certain areas. The insurance company determined that the District was not at fault; however, due to Mr. McGaffney's partnership with them and the desire to do what was best for the District, they were willing to pay for replacement sod in three single-family locations in a not-to-exceed amount of \$12,000. Once the sod was installed, each property owner was required to sign an agreement accepting the offer and releasing the District from any other liability. It would then be the HOA's responsibility to ensure that the sod was watered.

Ms. LeCesne appreciated Mr. McGaffney's due diligence and questioned how they could prevent other homeowners from making the same requests for sod replacements. Mr. McGaffney pointed out that there was the potential for the Board to receive additional requests and the only other option was for the Board to do nothing, but this was an unfortunate event, which was not at the fault of the District. Mr. Henson recalled that this was not their first issue with the irrigation and replacing sod and appreciated Mr. McGaffney's effort in approaching the insurance company. Ms. LeCesne felt that they needed a better irrigation system that functioned properly and in order to do so, assessments must increase. Mr. Henson felt that the CDD Board always responded to every irrigation issue that was addressed by residents and the Board reacted in a positive way, spending \$150,000 on pump stations and replacing the two-wire system throughout the community. In his opinion, the District should not be expected to pay for sod for an unfortunate event that was not at the fault of the District. Ms. LeCesne agreed and felt that the Board needed to be diligent so they were never in this position again by establishing policies, educating, being more transparent to residents and being accountable.

Ms. LeCesne MOVED to accept the District's insurance carrier's offer to pay for the sod replacement in three single-family locations in a not-to-exceed amount of \$12,000, finding no fault of the District or obligation of liability and authorization for ProGreen to work with the individual property owners and Ms. Glynn seconded the motion.

Mr. Wellman felt that transparency and communication were key to the residents of the community. Ms. Rosalyn Wilson, 768 Monterey Drive, agreed that it was not the CDD's responsibility, but there was confusion over who owned the irrigation system, as responsibility was passed back and forth between the HOA and CDD. Mr. Pawelczyk reminded the Board this was a one-time situation based on a unique set of facts that occurred and, in his opinion, this was a good option. Mr. Smith noted that the proposal was for \$16,000. Mr. McGaffney explained that \$16,000 was for the entire property and \$12,000 was for the three properties.

On VOICE VOTE with all in favor acceptance of the District's insurance carrier's offer to pay for the sod replacement in three single-family locations in a not-to-exceed amount of \$12,000, finding no fault of the District or obligation of liability and authorization for ProGreen to work with the individual property owners was approved.

Mr. McGaffney requested that the Board approve the remaining \$4,000 in turf replacements.

Ms. LeCesne MOVED to approve the proposal from ProGreen for the removal and replacement of turf throughout the property in the amount of \$4,000 and Mr. Smith seconded the motion.

Mr. Henson questioned the location of the turf replacements. Mr. McGaffney noted they were listed in the proposal and would confirm that the addresses were correct.

On VOICE VOTE with all in favor the proposal from ProGreen for the removal and replacement of turf throughout the property in the amount of \$4,000 was approved.

v. Luke's Handyman and Window Cleaning – Removal & Replacement of Gates - \$8,550

Mr. McGaffney presented a proposal from Luke's Handyman and Window Cleaning for removal and replacement of the pedestrian gates with a powder coated aluminum gate with a self-latching system in the amount of \$8,550 as they were pulling away from the stucco, due to wear and tear. He also requested that the Board approve a not-to-exceed amount for a kick plate for bicycles, which was requested. Ms. Glynn felt that the price was reasonable for six gates but did not want to remove the gates unless it had serious issues. Ms. LeCesne preferred a bollard to stop golf carts and vehicles from going through the pedestrian gate, which was \$2,000 and would come back to the Board with bollard options. Mr. Wellman was not in favor of the proposal because the gates had non-standard openings and must be modified, disposal of the gates was not included in the quote and felt that they spent enough money repairing the gates. Mr. Henson asked if they could use hydraulics from the current gates for the new gates. Mr. McGaffney explained with the way that the gates were manufactured, it would not work.

Ms. Glynn MOVED to approve the proposal from Luke's Handyman and Window Cleaning for removal and replacement of the gates in the amount of \$8,550 and Mr. Smith seconded the motion.

A resident who lived near the gates witnessed kids ramming their bicycles into the gates and felt that they would not last long. Ms. Betsy Vincent of Redondo Drive felt that the gates were necessary. Mr. Henson would not approve the motion unless there was a not-to-exceed amount of \$10,000 for the kick plate.

On VOICE VOTE with Ms. Glynn and Mr. Smith in favor and Mr. Wellman, Mr. Henson and Ms. LeCesne dissenting, the proposal from Luke's Handyman and Window Cleaning for removal and replacement of the gates in the amount of \$8,550 was not approved. (Motion Failed 2-3)

Mr. McGaffney would obtain a revised proposal for a different style of gate, include a kick plate and a bollard and provide to the Board at the May meeting. Mr. Henson believed that this motion failed because they did not have all of the information and prior discussion of this matter. Mr. McGaffney suggested that Mr. Henson work with District staff since he originally referred the vendor and the issue with the gates to Mr. McGaffney's attention.

vi. Hoover Pumping Systems Proposal for Filter Replacement on Existing System (Site 8563) - \$19,905.65

Mr. McGaffney presented a proposal from Hoover Pumping Systems Proposal to replace the stainless-steel filter on the existing system in the amount of \$19,905.65. According to another vendor, this was a good price and what was necessary to address flow issues. Mr. Henson recalled that there was a disc filter cleaning. Mr. McGaffney stated it was not part of this proposal but was supposed to be done periodically and could be included. Ms. LeCesne asked if it was under warranty. Mr. McGaffney believed there was a one-year labor and five-year parts warranty. Ms. Glynn felt that they have no choice. Mr. Pawelczyk recalled that they were holding the original price of the filter system installation from 2018 and there was an extended five-year warranty on the system. Ms. Glynn requested that there be communication with residents when the replacement occurs. Mr. Wellman noted that it was not a small job.

On MOTION by Ms. LeCesne seconded by Mr. Henson with all in favor the proposal from Hoover Pumping Systems for filter replacement on the existing system in a not-to-exceed amount of \$19,905.65 was approved.

vii. AMTEC Proposal for Arbitrage Rebate Calculation Report Presentation – Series 2022 Bonds

Mr. McGaffney presented a proposal from AMTEC for an Arbitrage Rebate Calculation Report for the Series 2022 Bonds in the amount of \$450. This was an ongoing requirement under the Trust Indenture to ensure that the District did not make more money than the interest or coupon rate of the bonds.

On MOTION by Ms. Glynn seconded by Mr. Wellman with all in favor the proposal from AMTEC for Arbitrage Rebate Calculation Report Presentation for the Series 2022 Bonds in the amount of \$450 was approved.

viii. Third Amendment to Agreement for District Management Services with GMS-CF, LLC

Mr. McGaffney presented the Third Amendment to the Agreement for District Management Services with GMS-CF, LLC. (GMS), to have Mr. McGaffney serve as District Manager and remove field operations. Mr. Henson recalled that GMS had a major increase last year and assumed that they wanted a 6% increase each year. Mr. McGaffney pointed out that all vendors requested Consumer Price Index (CPI) adjustments.

On MOTION by Mr. Smith seconded by Ms. LeCesne with all in favor the Third Amendment to Agreement for District Management Services with GMS-CF, LLC was approved.

- **Consideration of Revised Janitorial Agreement with Coverall** (*Added*)

Mr. McGaffney requested that the Board amend the agenda to consider a revised agreement with Coverall for janitorial services.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor amending the agenda to include the consideration of a revised Janitorial Agreement with Coverall was approved.

Mr. McGaffney reported during negotiation of the contract there was some misunderstanding. The intention was for the District to pay for all chemicals, but Mr. James from Coverall clarified that chemicals were not included and there was supposed to be an additional work authorization. However, Mr. James proposed cleaning the windows every three months and hand scrubbing the cushions twice per year, which was recommended. Mr. McGaffney recommended monthly cleaning of the cushions March through September and quarterly thereafter. Mr. Fagen offered to work with the vendor and provide a plan at the May meeting. Mr. McGaffney requested that the Board approve the amendment for general cleaning on Monday, Wednesday and Friday for \$650 per month, including chemicals with the exception of the windows and cushions, which would be separate work authorizations. Mr. Henson asked if the exterior of the windows were cleaned. Mr. James confirmed that the contract included clearing spiderwebs, dust and dirt from the front of the windows as needed for \$210. Mr. McGaffney would include cleaning the windows as needed four times per year in the budget.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor amending the Janitorial Agreement with Coverall in the amount of \$650 per month for general cleaning and a work authorization for window cleaning as needed in the amount of \$210 was approved.

B. Discussion Items

i. Code of Conduct

Ms. LeCesne requested that this item be tabled.

ii. HOA Request for Facility Use Agreement

Mr. McGaffney received a request from the Townhome HOA Social Committee for a meet and greet; however, they needed to confirm if alcohol was part of the event or it was, “Bring your own alcohol.” Resident Betsy Vincent of Redondo Drive, an assistant on the Townhome HOA Social Committee, requested that the Board waive the room rental fee and security deposit, but questioned whether they must get their own insurance. Ms. Glynn stated if they were serving alcohol, they must have insurance. Mr. Fagen offered to work with Ms. Vincent.

Ms. LeCesne MOVED to approve the HOA Request for Facility Use Agreement, waiving the rental and security deposit fee, contingent upon confirmation that alcohol was part of the event and Mr. Smith seconded the motion.

Mr. Henson agreed that alcohol was a big concern as far as liability, but voiced concern about broken chairs. Mr. Pawelczyk confirmed that the renter was responsible for any damages.

On VOICE VOTE with all in favor the HOA Request for Facility Use Agreement, waiving the rental and security deposit fee, contingent upon confirmation that alcohol was part of the event approved.

iii. Amenity Center Hours and Security

Mr. McGaffney asked if the Board wanted to amend the amenity hours, due to residents accessing the Amenity Center after hours. Ms. LeCesne pointed out that the issue was residents sitting on the pool deck after hours, causing the alarm to go off, as the Clubhouse being open until 10:00 p.m., the Fitness Center was open until Midnight and pool deck was closed at dawn. Mr. McGaffney stated other than hiring security officers, there was not much that they could do. Mr. Smith proposed closing the Fitness Center at 10:00 p.m. to coincide with the Clubhouse. Mr. McGaffney offered to work with the Chair on some recommendations and bring back to the Board at a future meeting.

iv. Review of Fiscal Year 2024 Proposed Budget – Draft Only

Mr. McGaffney noted a large increase in the Proposed Budget for Fiscal Year 2024, due to the \$60,000 settlement for The Vue ending in 2023, increases for maintenance of the fountains, ponds and property insurance and seven days per week coverage at the Amenity Center, resulting in an increase in assessments of \$284.63 per year for single-family and \$213.47 for townhomes.

The Proposed Budget would be presented at the May meeting. Ms. LeCesne pointed out that operation and maintenance (O&M) did not include capital improvement projects and always needed to be increased for inflation. Mr. McGaffney confirmed that O&M increased 12% for this year, but the total assessment increase was only 8%.

SEVENTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS**Supervisor's Requests**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Audience Comments**

Mr. Mark Di Pasquale of 134 Redondo Drive questioned the hours of the new Amenity and Facility Managers. Mr. McGaffney believed that it was 8:00 a.m. to 5:00 p.m., five days per week, but would confirm. Ms. Rosalyn Wilson of 768 Monterey Drive questioned why the fountain light behind Montecito was not working. Mr. McGaffney would investigate. Ms. Betsy Vincent of Redondo Drive provided an e-blast that the HOA would send to residents stating that no signs would be allowed on CDD property throughout the community.

TENTH ORDER OF BUSINESS**Next Scheduled Meeting – May 3, 2023 at 9:30 AM at the Montecito Beach Club**

The next meeting was scheduled for May 3, 2023 at 9:30 a.m. at this location.

ELEVENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Wellman seconded by Ms. LeCesne with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION B

Montecito
Community Development District

Unaudited Financial Reporting
March 31, 2023



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Montecito
Community Development District
Combined Balance Sheet
March 31, 2023

	General Fund	Debt Service Fund	Capital Project Fund	Capital Reserve Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 428,742	\$ -	\$ -	\$ -	\$ 428,742
Capital Reserve Account	\$ -	\$ -	\$ -	\$ 296,411	\$ 296,411
Roadway Reserve Account	\$ -	\$ -	\$ -	\$ 149,746	\$ 149,746
Investments:					
Money Market - Suntrust	\$ 29,173	\$ -	\$ -	\$ -	\$ 29,173
Series 2006A					
Reserve	\$ -	\$ 4	\$ -	\$ -	\$ 4
Revenue	\$ -	\$ 3	\$ -	\$ -	\$ 3
Construction	\$ -	\$ -	\$ 14,152	\$ -	\$ 14,152
Series 2022					
Reserve	\$ -	\$ 32,159	\$ -	\$ -	\$ 32,159
Revenue	\$ -	\$ 315,619	\$ -	\$ -	\$ 315,619
Interest	\$ -	\$ 366	\$ -	\$ -	\$ 366
Prepayment	\$ -	\$ 10,284	\$ -	\$ -	\$ 10,284
Due from General Fund	\$ -	\$ 7,564	\$ -	\$ -	\$ 7,564
Prepaid Expenses	\$ 566	\$ -	\$ -	\$ -	\$ 566
Deposits	\$ 4,541	\$ -	\$ -	\$ -	\$ 4,541
Total Assets	\$ 463,021	\$ 365,999	\$ 14,152	\$ 446,157	\$ 1,289,329
Liabilities:					
Accounts Payable	\$ 7,050	\$ -	\$ -	\$ -	\$ 7,050
Due to Debt Service	\$ 7,564	\$ -	\$ -	\$ -	\$ 7,564
Total Liabilities	\$ 14,614	\$ -	\$ -	\$ -	\$ 14,614
Fund Balance:					
Assigned for:					
Capital Reserves	\$ -	\$ -	\$ -	\$ 446,157	\$ 446,157
Nonspendable:					
Deposits and Prepaid Items	\$ 5,107	\$ -	\$ -	\$ -	\$ 5,107
Restricted for:					
Debt Service - Series 2022	\$ -	\$ 365,999	\$ -	\$ -	\$ 365,999
Capital Projects - Series 2022	\$ -	\$ -	\$ 14,152	\$ -	\$ 14,152
Unassigned	\$ 443,301	\$ -	\$ -	\$ -	\$ 443,301
Total Fund Balances	\$ 448,408	\$ 365,999	\$ 14,152	\$ 446,157	\$ 1,274,716
Total Liabilities & Fund Balance	\$ 463,021	\$ 365,999	\$ 14,152	\$ 446,157	\$ 1,289,329

Montecito
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
Revenues:				
Assessments	\$ 863,748	\$ 840,838	\$ 840,838	\$ -
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Gate & Amenity Access Income	\$ -	\$ -	\$ 365	\$ 365
Miscellaneous Income	\$ -	\$ -	\$ 2,365	\$ 2,365
Total Revenues	\$ 863,748	\$ 840,838	\$ 843,569	\$ 2,731
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 7,800	\$ 5,000	\$ 5,000	\$ -
District Engineer	\$ 30,000	\$ 15,000	\$ 220	\$ 14,780
District Counsel	\$ 30,000	\$ 15,000	\$ 26,680	\$ (11,680)
District Management	\$ 55,000	\$ 27,500	\$ 27,500	\$ 0
Disclosure Report	\$ 1,500	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Information Technology	\$ 1,800	\$ 900	\$ 900	\$ -
Website Maintenance	\$ 1,200	\$ 600	\$ 1,600	\$ (1,000)
Auditing Services	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ 500	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,500	\$ -	\$ -	\$ -
Public Officials/General Liability Insurance	\$ 19,102	\$ 19,102	\$ 16,555	\$ 2,547
Legal Advertising	\$ 2,000	\$ 1,000	\$ 1,030	\$ (30)
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Property Appraiser	\$ 250	\$ 250	\$ 211	\$ 40
Reimbursable Expenses	\$ 1,200	\$ 600	\$ 886	\$ (286)
Contingency	\$ 2,400	\$ 1,200	\$ 897	\$ 303
Subtotal General & Administrative	\$ 166,427	\$ 91,327	\$ 86,653	\$ 4,674
Operations & Maintenance:				
Field Management				
Amenity and Field Management Contract	\$ 92,480	\$ 46,240	\$ 22,122	\$ 24,118
Property Insurance	\$ 36,419	\$ 36,419	\$ 34,078	\$ 2,341
ADP Fees	\$ -	\$ -	\$ 274	\$ (274)
Subtotal Field Management	\$ 128,899	\$ 82,659	\$ 56,474	\$ 26,185
Amenity Center Operations				
Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$ 6,000	\$ 1,898	\$ 4,102
HVAC Repairs & Maintenance	\$ 2,000	\$ 1,000	\$ -	\$ 1,000
Office Supplies	\$ 1,500	\$ 750	\$ 816	\$ (66)
Janitorial Supplies	\$ 1,850	\$ 925	\$ -	\$ 925
Janitorial Services	\$ 8,241	\$ 4,121	\$ 3,040	\$ 1,081
Pest Control & Termite Bond	\$ 1,203	\$ 601	\$ 240	\$ 361
Fitness Equipment Repairs & Maintenance	\$ 3,000	\$ 1,500	\$ 225	\$ 1,275
Playground Repairs & Maintenance	\$ 1,000	\$ 500	\$ -	\$ 500
Pool Service Repairs & Maintenance	\$ 15,000	\$ 7,500	\$ 6,748	\$ 752
Subtotal Amenity Center Operations	\$ 45,794	\$ 22,897	\$ 12,967	\$ 9,930

Montecito
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Irrigation				
Irrigation Repairs & Maintenance	\$ 25,000	\$ 12,500	\$ 16,944	\$ (4,444)
Irrigation Monitoring	\$ 6,287	\$ 3,144	\$ 3,144	\$ (0)
Hoover Pumps Repairs & Maintenance	\$ 17,500	\$ 8,750	\$ 8,395	\$ 355
Subtotal Irrigation	\$ 48,787	\$ 24,394	\$ 28,483	\$ (4,089)
Lakes & Fountains				
Aquatic Maintenance	\$ 5,733	\$ 2,867	\$ 5,850	\$ (2,984)
Fountain Service Repairs & Maintenance	\$ 9,000	\$ 4,500	\$ 10,737	\$ (6,237)
Subtotal Lakes & Fountains	\$ 14,733	\$ 7,367	\$ 16,587	\$ (9,220)
Landscaping				
Landscaping Contracted Services	\$ 80,375	\$ 40,187	\$ 38,568	\$ 1,620
Additional Landscaping Repairs & Maintenance	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Entrance Pot Plant Replacement	\$ 2,400	\$ 1,200	\$ 1,856	\$ (656)
Mulch	\$ 12,334	\$ 6,167	\$ -	\$ 6,167
Palm Tree Maintenance	\$ 14,000	\$ 7,000	\$ -	\$ 7,000
Oak Tree Maintenance	\$ 6,500	\$ 3,250	\$ -	\$ 3,250
Subtotal Landscaping	\$ 130,608	\$ 65,304	\$ 40,424	\$ 24,881
Common Areas, Right of Ways & Perimeter Walls				
Street Light Repairs & Maintenance	\$ 9,000	\$ 4,500	\$ 1,587	\$ 2,913
Entrance Vehicular Gates Repairs & Maintenance	\$ 5,500	\$ 2,750	\$ 8,571	\$ (5,821)
Pedestrian Entry Gates & Walls Maintenance	\$ 8,000	\$ 4,000	\$ 4,142	\$ (142)
Common Area Repairs & Maintenance	\$ 12,000	\$ 6,000	\$ 1,943	\$ 4,057
Sidewalk Cleaning	\$ 8,000	\$ -	\$ -	\$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	\$ 42,500	\$ 17,250	\$ 16,243	\$ 1,007
Security Monitoring Services				
Fire Detection Services	\$ 2,252	\$ 1,126	\$ 1,072	\$ 54
Access Control Services	\$ 2,702	\$ 1,351	\$ 1,287	\$ 64
Intrusion Services	\$ 1,649	\$ 824	\$ 785	\$ 39
Security Monitoring Repairs & Maintenance	\$ 2,500	\$ 1,250	\$ 478	\$ 772
Subtotal Security Monitoring Services	\$ 9,102	\$ 4,551	\$ 3,622	\$ 929
Utilities				
Electric Services	\$ 47,300	\$ 23,650	\$ 20,832	\$ 2,818
Telephone, Fax & Internet	\$ 3,300	\$ 1,650	\$ 1,871	\$ (221)
Water & Sewer Services	\$ 4,000	\$ 2,000	\$ 838	\$ 1,162
Gate Kiosk Internet Services	\$ 2,850	\$ 1,425	\$ 1,170	\$ 255
Subtotal Utilities	\$ 57,450	\$ 28,725	\$ 24,711	\$ 4,014
Other				
Contingency/Miscellaneous Expense	\$ 7,500	\$ 3,750	\$ 3,357	\$ 393
Subtotal Other	\$ 7,500	\$ 3,750	\$ 3,357	\$ 393
Total Expenditures	\$ 651,801	\$ 348,223	\$ 289,519	\$ 58,704
Excess (Deficiency) of Revenues over Expenditures	\$ 211,947		\$ 554,050	
Other Financing Uses:				
Disaster Reserve Transfer Out	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Capital Reserve Transfer Out	\$ 136,947	\$ 136,947	\$ 136,947	\$ (0)
Roadway Reserve Transfer Out	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Uses	\$ 211,947	\$ 211,947	\$ 211,947	\$ (0)
Net Change in Fund Balance	\$ -		\$ 342,103	
Fund Balance - Beginning	\$ -		\$ 106,305	
Fund Balance - Ending	\$ -		\$ 448,408	

Montecito
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Contingency	\$ 456	\$ 228	\$ 228	\$ -
Capital Outlay - Landscaping	\$ 11,000	\$ -	\$ -	\$ -
Capital Outlay - Amenity Center	\$ 59,300	\$ -	\$ -	\$ -
Capital Outlay - Streets, Sidewalks, Walls & Gates	\$ 32,285	\$ -	\$ -	\$ -
Total Expenditures	\$ 103,041	\$ 228	\$ 228	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (103,041)		\$ (228)	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Disaster Reserve	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Transfer In/(Out) - Capital Reserve	\$ 136,947	\$ 136,947	\$ 136,947	\$ (0)
Total Other Financing Sources (Uses)	\$ 161,947	\$ 161,947	\$ 161,947	\$ (0)
Net Change in Fund Balance	\$ 58,906		\$ 161,719	
Fund Balance - Beginning	\$ 128,977		\$ 134,692	
Fund Balance - Ending	\$ 187,883		\$ 296,411	

Fund Balances

Disaster Reserves	\$ 150,000
Capital Reserves	146,411
Total Fund Balances	\$ 296,411

Montecito
Community Development District
Roadway Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Bank Fees	\$ 300	\$ 150	\$ 49	\$ 101
Total Expenditures	\$ 300	\$ 150	\$ 49	\$ 101
Excess (Deficiency) of Revenues over Expenditures	\$ (300)		\$ (49)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Sources (Uses)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Net Change in Fund Balance	\$ 49,700		\$ 49,951	
Fund Balance - Beginning	\$ 99,760		\$ 99,795	
Fund Balance - Ending	\$ 149,460		\$ 149,746	

Montecito
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 315,934	\$ 306,930	\$ 306,930	\$ -
Assessments - Prepayment	\$ -	\$ -	\$ 10,282	\$ 10,282
Interest	\$ -	\$ -	\$ 685	\$ 685
Total Revenues	\$ 315,934	\$ 306,930	\$ 317,897	\$ 10,967
Expenditures:				
Series 2022				
Interest - 11/1	\$ 57,316	\$ 57,316	\$ 57,316	\$ 0
Principal - 5/1	\$ 200,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 58,954	\$ -	\$ -	\$ -
Total Expenditures	\$ 316,269	\$ 57,316	\$ 57,316	\$ 0
Excess (Deficiency) of Revenues over Expenditures	\$ (335)		\$ 260,581	
Fund Balance - Beginning	\$ 57,335		\$ 105,418	
Fund Balance - Ending	\$ 57,000		\$ 365,999	

Montecito
Community Development District
Capital Projects Fund - Series 2006
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Revenues				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ -	
Fund Balance - Beginning	\$ -		\$ 14,152	
Fund Balance - Ending	\$ -		\$ 14,152	

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	\$ 19,842	\$ 11,700	\$ 7,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 840,838
Interest Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Gate & Amenity Access Income	\$ 365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 365
Miscellaneous Income	\$ 300	\$ 300	\$ -	\$ 600	\$ 300	\$ 865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,365
Total Revenues	\$ 60,665	\$ 98,555	\$ 643,499	\$ 20,442	\$ 12,000	\$ 8,407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 843,569
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ 600	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
District Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220
District Counsel	\$ 3,848	\$ 2,008	\$ 8,989	\$ 5,558	\$ 6,278	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,680
District Management	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ 4,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,500
Disclosure Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900
Website Maintenance	\$ 100	\$ 100	\$ 1,100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600
Auditing Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage Rebate Calculation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Officials/General Liability Insurance	\$ 16,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,555
Legal Advertising	\$ 203	\$ 399	\$ -	\$ 203	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,030
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Property Appraiser	\$ -	\$ -	\$ 211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211
Reimbursable Expenses	\$ 696	\$ 26	\$ 6	\$ 15	\$ 83	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 886
Contingency	\$ 177	\$ 219	\$ 197	\$ 91	\$ 81	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 897
Subtotal General & Administrative	\$ 32,287	\$ 8,285	\$ 16,035	\$ 11,300	\$ 12,499	\$ 6,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,653
Operations & Maintenance													
Field Management													
Amenity and Field Management Contract	\$ 2,500	\$ 8,672	\$ 6,172	\$ 4,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,122
Property Insurance	\$ 34,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,078
ADP Fees	\$ 66	\$ -	\$ 132	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274
Subtotal Field Management	\$ 36,644	\$ 8,672	\$ 6,304	\$ 4,778	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,474
Amenity Center Operations													
Repairs & Maintenance (Non-HVAC)	\$ 798	\$ -	\$ -	\$ 218	\$ 25	\$ 857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,898
HVAC Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 705	\$ 111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 816
Janitorial Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ 450	\$ 620	\$ 620	\$ 450	\$ 450	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,040
Pest Control & Termite Bond	\$ 80	\$ -	\$ 80	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240
Fitness Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ 225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Service Repairs & Maintenance	\$ 1,620	\$ 1,008	\$ 643	\$ 993	\$ 677	\$ 1,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,748
Subtotal Amenity Center Operations	\$ 2,947	\$ 1,628	\$ 1,343	\$ 1,886	\$ 1,937	\$ 3,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,967

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	\$ 1,318	\$ 1,492	\$ 5,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,944
Irrigation Monitoring	\$ 499	\$ 499	\$ 649	\$ 499	\$ 499	\$ 499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,144
Hoover Pumps Repairs & Maintenance	\$ 365	\$ 2,290	\$ 2,800	\$ 2,590	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,395
Subtotal Irrigation	\$ 3,919	\$ 8,226	\$ 4,767	\$ 4,581	\$ 6,142	\$ 849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,483
Lakes & Fountains													
Aquatic Maintenance	\$ 480	\$ 480	\$ 700	\$ 530	\$ 530	\$ 3,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,850
Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 480	\$ 5,137	\$ -	\$ 5,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,737
Subtotal Lakes & Fountains	\$ 480	\$ 480	\$ 1,180	\$ 5,667	\$ 530	\$ 8,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,587
Landscaping													
Landscaping Contracted Services	\$ 6,434	\$ 6,365	\$ 6,390	\$ 6,379	\$ 6,500	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,568
Additional Landscaping Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Entrance Pot Plant Replacement	\$ -	\$ -	\$ 456	\$ -	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,856
Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Palm Tree Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oak Tree Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Landscaping	\$ 6,434	\$ 6,365	\$ 6,846	\$ 6,379	\$ 6,500	\$ 7,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,424
Common Areas, Right of Ways & Perimeter Walls													
Street Light Repairs & Maintenance	\$ 512	\$ -	\$ -	\$ 1,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,587
Entrance Vehicular Gates Repairs & Maintenance	\$ 490	\$ 417	\$ 4,709	\$ 2,145	\$ 811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,571
Pedestrian Entry Gates & Walls Maintenance	\$ -	\$ -	\$ -	\$ 4,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,142
Common Area Repairs & Maintenance	\$ 387	\$ 750	\$ -	\$ 806	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,943
Sidewalk Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Common Areas, Right of Ways & Perimeter Walls	\$ 1,389	\$ 1,167	\$ 4,709	\$ 8,167	\$ 811	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,243
Security Monitoring Services													
Fire Detection Services	\$ 179	\$ 179	\$ 179	\$ 179	\$ 179	\$ 179	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,072
Access Control Services	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,287
Intrusion Services	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ 131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 785
Security Monitoring Repairs & Maintenance	\$ -	\$ 59	\$ -	\$ -	\$ 59	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 478
Subtotal Security Monitoring Services	\$ 524	\$ 583	\$ 524	\$ 524	\$ 583	\$ 884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,622
Utilities													
Electric Services	\$ 4,771	\$ 3,462	\$ 3,177	\$ 3,168	\$ 3,026	\$ 3,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,832
Telephone, Fax & Internet	\$ 286	\$ 286	\$ 286	\$ 387	\$ 313	\$ 313	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,871
Water & Sewer Services	\$ 131	\$ 90	\$ 225	\$ 116	\$ 136	\$ 140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 838
Gate Kiosk Internet Services	\$ 190	\$ 190	\$ 190	\$ 200	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,170
Subtotal Utilities	\$ 5,378	\$ 4,028	\$ 3,878	\$ 3,871	\$ 3,676	\$ 3,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,711
Other													
Contingency/Miscellaneous Expense	\$ 760	\$ 1,447	\$ 274	\$ 876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,357
Subtotal Other	\$ 760	\$ 1,447	\$ 274	\$ 876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,357
Total Expenditures	\$ 90,763	\$ 40,881	\$ 45,859	\$ 48,029	\$ 32,752	\$ 31,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 289,519
Excess Revenues (Expenditures)	\$ (30,098)	\$ 57,674	\$ 597,640	\$ (27,587)	\$ (20,752)	\$ (22,827)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 554,050
Other Financing Sources/Uses:													
Disaster Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Capital Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 136,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,947
Roadway Reserve Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ 211,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,947
Net Change in Fund Balance	\$ (30,098)	\$ 57,674	\$ 597,640	\$ (27,587)	\$ (232,699)	\$ (22,827)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,103

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:	\$32,159	
BONDS OUTSTANDING - 05/06/2022		\$3,755,000
CURRENT BONDS OUTSTANDING		\$3,755,000

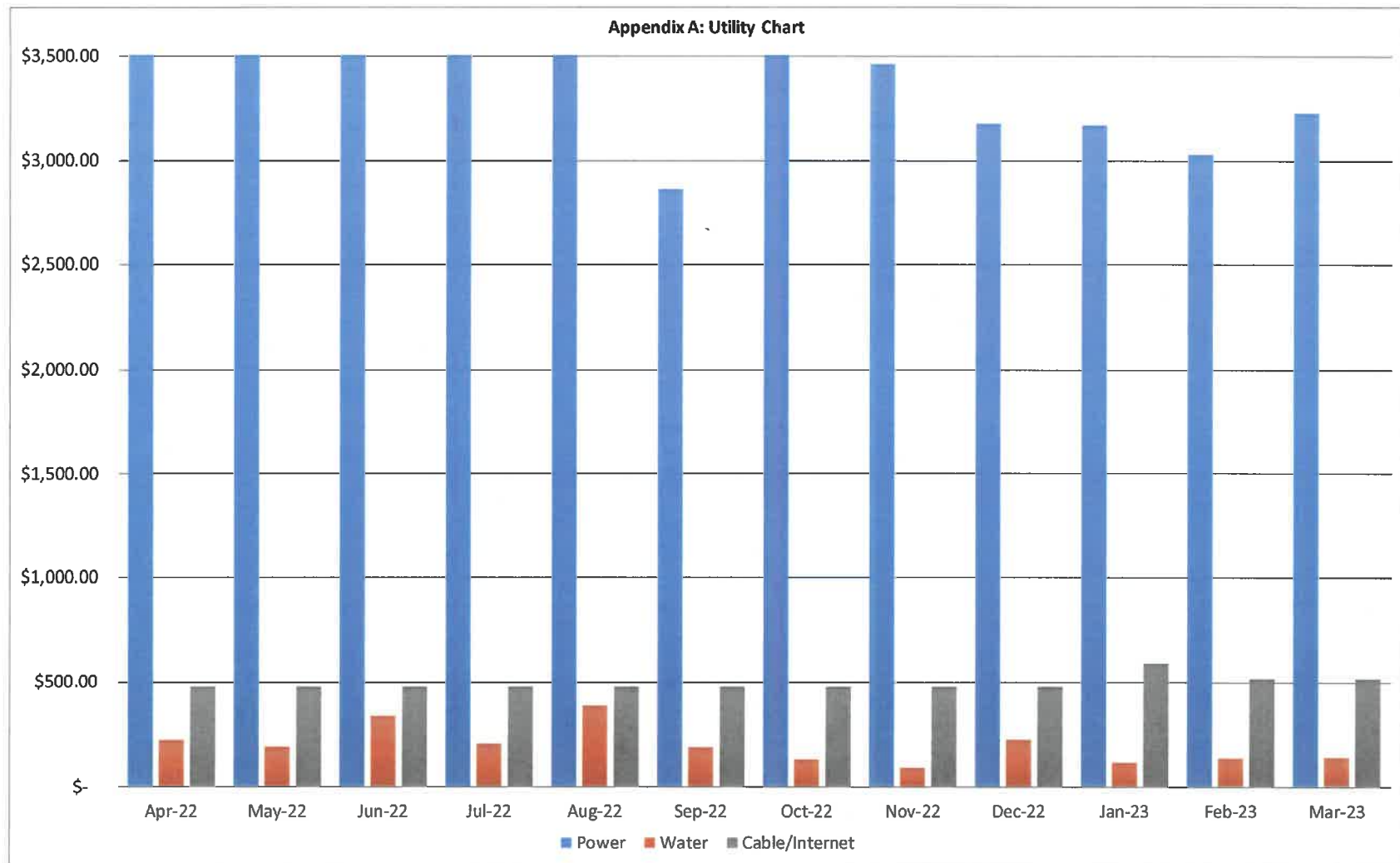
Montecito
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

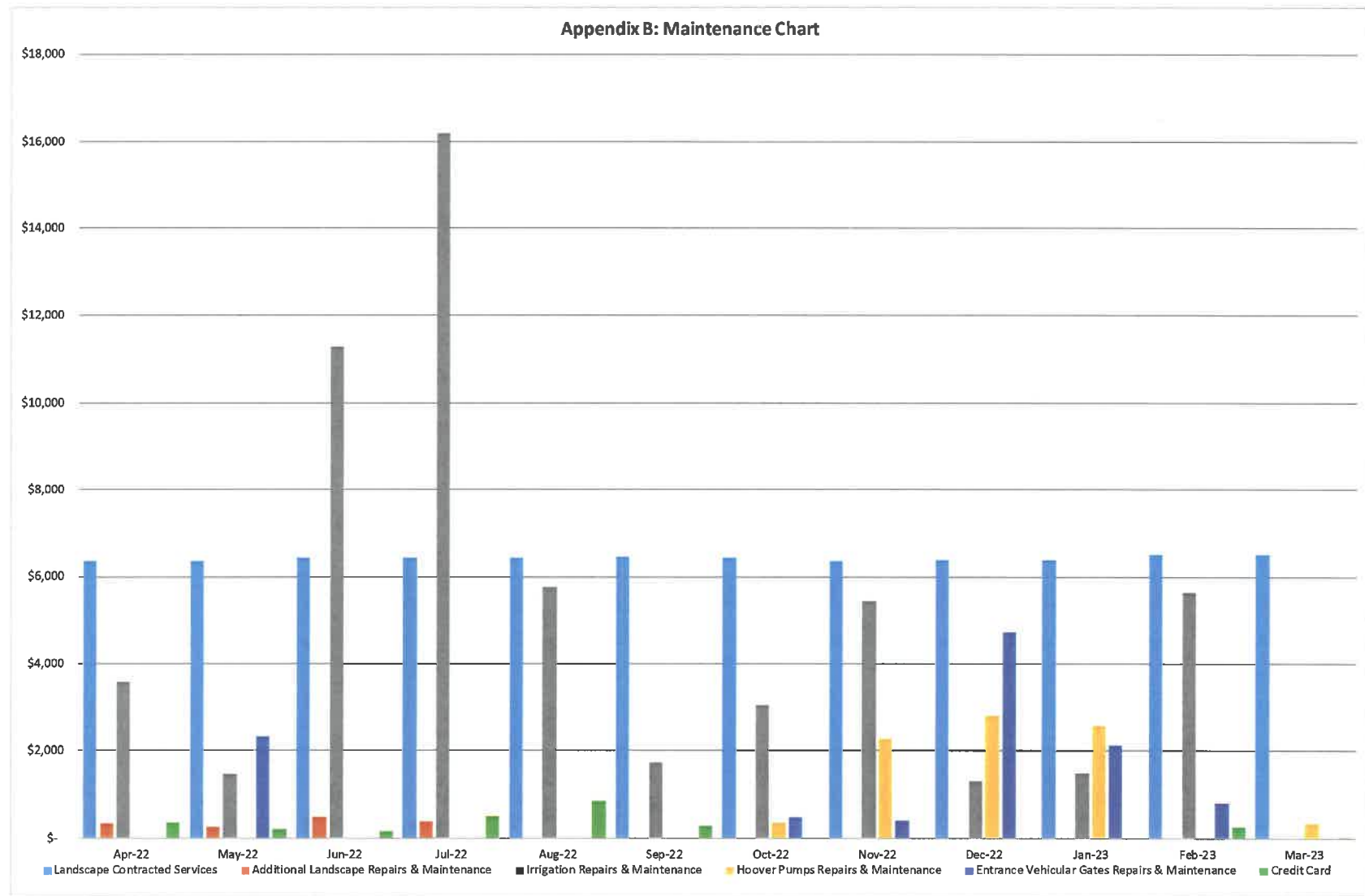
Gross Assessments \$ 855,050.08 \$ 336,100.85 \$ 1,191,150.93
Net Assessments \$ 803,747.08 \$ 315,934.80 \$ 1,119,681.87

ON ROLL ASSESSMENTS

								71.78%	28.22%	100.00%
Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Series 2022 Debt Service	Total
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
01/12/23	ACH	12/16/22 - 12/31/22	\$29,077.68	(\$564.11)	(\$872.36)	\$0.00	\$27,641.21	\$19,841.83	\$7,799.38	\$27,641.21
02/01/23	ACH	10/01/22 - 12/31/22	\$0.00	\$0.00	\$0.00	\$1,695.30	\$1,695.30	\$1,216.95	\$478.35	\$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	\$15,241.31	(\$326.25)	(\$311.34)	\$0.00	\$14,603.72	\$10,483.06	\$4,120.66	\$14,603.72
03/09/23	ACH	02/01/23 - 02/28/23	\$10,815.42	(\$214.42)	(\$94.40)	\$0.00	\$10,506.60	\$7,542.01	\$2,964.59	\$10,506.60
TOTAL			\$ 1,153,367.70	\$ (22,192.95)	\$ (45,102.77)	\$ 1,695.30	\$ 1,087,767.28	\$ 780,837.66	\$ 306,929.62	\$ 1,087,767.28

97%	Net Percent Collected
\$ 31,915	Balance Remaining to Collect





SECTION C

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%
Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Series 2022 Debt Service	Total
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
01/12/23	ACH	12/16/22 - 12/31/22	\$29,077.68	(\$564.11)	(\$872.36)	\$0.00	\$27,641.21	\$19,841.83	\$7,799.38	\$27,641.21
02/01/23	ACH	10/01/22 - 12/31/22	\$0.00	\$0.00	\$0.00	\$1,695.30	\$1,695.30	\$1,216.95	\$478.35	\$1,695.30
02/09/23	ACH	01/01/23 - 01/31/23	\$15,241.31	(\$326.25)	(\$311.34)	\$0.00	\$14,603.72	\$10,483.06	\$4,120.66	\$14,603.72
03/09/23	ACH	02/01/23 - 02/28/23	\$10,815.42	(\$214.42)	(\$94.40)	\$0.00	\$10,506.60	\$7,542.01	\$2,964.59	\$10,506.60
TOTAL			\$ 1,153,367.70	\$ (22,192.95)	\$ (45,102.77)	\$ 1,695.30	\$ 1,087,767.28	\$ 780,837.66	\$ 306,929.62	\$ 1,087,767.28

97%	Net Percent Collected
\$ 31,915	Balance Remaining to Collect

SECTION D

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

**219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526**

Operation and Maintenance Expenditures For Board Approval March 31, 2023

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$53,281.09**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Montecito

Community Development District

Summary of Invoices

March 1, 2023 to March 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	3/1/23	1596 - 1604	\$ 5,446.72
	3/9/23	1605 - 1614	\$ 16,748.49
	3/16/23	1615 - 1618	\$ 10,758.53
	3/17/23	1619 - 1621	\$ 5,589.00
	3/23/23	1622 - 1623	\$ 1,930.00
	3/30/23	1624 - 1630	\$ 8,901.82
			\$ 49,374.56
ACH	Spectrum	0050292532-02	\$ 313.14
	Spectrum	0050720129-01	\$ 99.99
	Spectrum	0050720131-01	\$ 99.99
	Truist	Credit Card Payment	\$ 26.50
	City of Melbourne	181592-219109	\$ 139.61
	FPL	15698-02240	\$ 356.30
	FPL	17845-06444	\$ 47.54
	FPL	26747-37206	\$ 46.99
	FPL	27312-55499	\$ 845.23
	FPL	39851-84518	\$ 273.28
	FPL	70612-92491	\$ 875.15
	FPL	81038-69205	\$ 782.81
			\$ 3,906.53
			\$ 53,281.09

*** CHECK DATES 03/01/2023 - 03/31/2023 ***

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	#
3/01/23	00012	1/13/23 192657	202302 330-53800-50000			*	33.99		
		REPLACE EQUIPMENT LOCKS							
		2/01/23 191975	202302 330-53800-50000			*	643.00		
		POOL MAINTENANCE FEB 23							
					BREVARD POOLS, INC			676.99	001596
3/01/23	00003	12/31/22 15800350	202212 330-53800-48300			*	170.00		
		SPECIAL CLEANING DEC 22							
					COVERALL CENTRAL FLORIDA			170.00	001597
3/01/23	00069	1/31/23 00053397	202301 310-51300-48000			*	203.24		
		NOT CDD MEETING 1/15/23							
					FLORIDA TODAY COMMUNICATIONS			203.24	001598
3/01/23	00025	2/08/23 1074306	202302 320-53800-47500			*	250.00		
		REPAIR EXIT GATE							
					FLORIDA DOOR CONTROL OF ORLANDO, INC			250.00	001599
3/01/23	00078	1/24/23 1790	202301 320-53800-47300			*	300.00		
		INSTALL NEW WIRES							
					INSIGHT IRRIGATION LLC			300.00	001600
3/01/23	00146	2/22/23 15715	202302 320-53800-47300			*	3,120.00		
		REPAIR WIRE FAILURES							
					PROGREEN SERVICES, LLC			3,120.00	001601
3/01/23	00095	2/07/23 230274	202302 320-53800-47300			*	122.50		
		REPLACE SOLENOID							
					PARADISE LAWN & LANDSCAPING			122.50	001602
3/01/23	00147	12/28/22 49867351	202212 330-53800-53000			*	80.00		
		PEST CONTROL DEC 22							
					STARK EXTERMINATORS			80.00	001603
3/01/23	00044	1/25/23 469447	202302 320-53800-34400			*	36.37		
		FIRE ALARM FEB 23							
		1/25/23 469447	202302 320-53800-34500			*	214.42		
		ACCESS CONTROL FEB 23							
		1/25/23 469447	202302 320-53800-34400			*	142.34		
		FIRE SERVICE FEB 23							
		1/25/23 469447	202302 320-53800-34600			*	130.86		
		INTRUSION SVC FEB 23							
					SONITROL OF TALLAHASSEE, INC			523.99	001604
3/09/23	00010	1/31/23 179171	202301 310-51300-31500			*	5,557.50		
		GENERAL COUNSEL JAN 23							
					BILLING, COCHRAN, LYLES, MAURO,			5,557.50	001605
					MONT MONTECITO CDD MBYINGTON				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
3/09/23	00012	3/01/23 193483	202303 330-53800-50000		*	643.00	
			POOL MAINTENANCE MAR 23				
		3/03/23 194107	202303 330-53800-50000		*	625.00	
			REPAIR COMPAQ LID				
		3/03/23 194108	202303 330-53800-50000		*	350.00	
			FIX WATER FEED				
				BREVARD POOLS, INC			1,618.00 001606
3/09/23	00003	3/01/23 15800360	202303 330-53800-48200		*	450.00	
			CLEANING MAR 23				
				COVERALL CENTRAL FLORIDA			450.00 001607
3/09/23	00086	2/27/23 CL022720	202302 310-51300-11000		*	200.00	
			BOS MEETING 2/27/23				
		3/01/23 CL030120	202303 310-51300-11000		*	200.00	
			BOS MEETING 3/1/23				
				CATHERINE I LECESNE			400.00 001608
3/09/23	00137	2/27/23 ES022720	202302 310-51300-11000		*	200.00	
			BOS MEETING 2/27/23				
		3/01/23 ES030120	202303 310-51300-11000		*	200.00	
			BOS MEETING 3/1/23				
				ERIC SMITH			400.00 001609
3/09/23	00034	2/27/23 GH022720	202302 310-51300-11000		*	200.00	
			BOS MEETING 2/27/23				
		3/01/23 GH030120	202303 310-51300-11000		*	200.00	
			BOS MEETING 3/1/23				
				GEORGE E. HENSON			400.00 001610
3/09/23	00078	3/01/23 1843	202303 320-53800-47310		*	499.00	
			IRRIGATION MONITOR MAR 23				
				INSIGHT IRRIGATION LLC			499.00 001611
3/09/23	00146	3/01/23 15882	202303 320-53800-46200		*	6,500.00	
			LANDSCAPE MAINT MAR 23				
				PROGREEN SERVICES, LLC			6,500.00 001612
3/09/23	00144	2/27/23 RW022720	202302 310-51300-11000		*	200.00	
			BOS MEETING 2/27/23				
		3/01/23 RW030120	202303 310-51300-11000		*	200.00	
			BOS MEETING 3/1/23				
				RICHARD WELLMAN			400.00 001613
3/09/23	00044	2/25/23 473445	202303 320-53800-34400		*	36.37	
			FIRE ALARM MAR 23				

MONT MONTECITO CDD MBYINGTON

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 4/26/23

PAGE 3

*** CHECK DATES 03/01/2023 - 03/31/2023 ***

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 #
		2/25/23 473445	202303 320-53800-34500		*	214.42	
		ACCESS CONTROL MAR 23					
		2/25/23 473445	202303 320-53800-34400		*	142.34	
		FIRE SERVICES MAR 23					
		2/25/23 473445	202303 320-53800-34600		*	130.86	
		INTRUSION SVCS MAR 23					
		SONITROL OF TALLAHASSEE, INC					523.99 001614
3/16/23	00069	2/28/23 00054156	202302 310-51300-48000		*	224.58	
		NOT MEETING DATES 2/1/23					
		FLORIDA TODAY COMMUNICATIONS					224.58 001615
3/16/23	00076	3/14/23 29587A	202303 320-53800-47200		*	480.00	
		QTR FOUNTAIN CLEAN MAR 23					
		3/14/23 29588A	202303 320-53800-47200		*	4,639.89	
		INSTALL MOTOR/PUMP					
		FOUNTAIN DESIGN GROUP INC					5,119.89 001616
3/16/23	00060	3/01/23 205	202303 310-51300-34000		*	4,583.33	
		MANAGEMENT FEES MAR 23					
		3/01/23 205	202303 310-51300-35200		*	100.00	
		WEBSITE ADMIN MAR 23					
		3/01/23 205	202303 310-51300-35100		*	150.00	
		INFORMATION TECH MAR 23					
		3/01/23 205	202303 310-51300-42700		*	60.74	
		REIMBURSABLES MAR 23					
		3/01/23 205	202303 330-53800-50000		*	189.13	
		POOL LIFT COVER					
		3/01/23 205	202303 330-53800-48100		*	110.86	
		CLUBHOUSE SUPPLIES					
		GOVERNMENTAL MANAGEMENT SERVICES					5,194.06 001617
3/16/23	00149	3/12/23 1495	202303 310-51300-31100		*	220.00	
		PARKING EXHIBIT					
		ROBB & TAYLOR ENGINEERING					220.00 001618
3/17/23	00120	3/15/23 442661	202303 320-53800-47100		*	2,600.00	
		WATER QUALITY TESTING FEE					
		3/21/23 439154	202302 320-53800-47100		*	530.00	
		AQUATIC WEED CONT FEB 23					
		ECOR INDUSTRIES					3,130.00 001619
3/17/23	00146	3/06/23 15915	202302 320-53800-47300		*	2,400.00	
		INSTALL DECODER					
		PROGREEN SERVICES, LLC					2,400.00 001620
MONT MONTECITO CDD MBYINGTON							

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
3/17/23	00044	2/07/23 472129	202302 320-53800-34700	TRIP CHARGE	*	59.00	
				SONITROL OF TALLAHASSEE, INC			59.00 001621
3/23/23	00120	3/20/23 440983	202303 320-53800-47100	AQUATIC WEED CNTL MAR 23	*	530.00	
				ECOR INDUSTRIES			530.00 001622
3/23/23	00146	3/16/23 15961	202303 320-53800-46300	REMOVE BISMARCK PALM TREE	*	1,400.00	
				PROGREEN SERVICES, LLC			1,400.00 001623
3/30/23	00010	2/28/23 179676	202302 310-51300-31500	GENERAL COUNSEL FEB 23	*	6,277.50	
				BILLING, COCHRAN, LYLES, MAURO,			6,277.50 001624
3/30/23	00025	3/20/23 1074951	202303 320-53800-34500	INSTALL STINGER2	*	360.00	
		3/21/23 1074968	202302 320-53800-47500	REPLACE EXIT GATE	*	561.00	
				FLORIDA DOOR CONTROL OF ORLANDO, INC			921.00 001625
3/30/23	00029	3/23/23 09-14844	202303 330-53800-54000	REPLACE DEFECTIVE BREAKER	*	307.40	
				GAULT ELECTRIC, LLC			307.40 001626
3/30/23	00035	3/14/23 172826	202303 320-53800-47400	REPAIR MAINLINE	*	350.00	
				HOOVER PUMPING SYSTEMS CORP			350.00 001627
3/30/23	00147	3/20/23 50365487	202302 330-53800-53000	PEST CONTROL FEB 23	*	80.00	
				STARK EXTERMINATORS			80.00 001628
3/30/23	00044	3/25/23 477277	202303 300-15500-10000	FIRE ALARM APR 23	*	39.28	
		3/25/23 477277	202303 300-15500-10000	ACCESS CONTROL APR 23	*	231.58	
		3/25/23 477277	202303 300-15500-10000	FIRES SVCS APR 23	*	153.73	
		3/25/23 477277	202303 300-15500-10000	INTRUSION SVCS APR 23	*	141.33	
				SONITROL OF TALLAHASSEE, INC			565.92 001629
3/30/23	00148	2/27/23 TG022720	202302 310-51300-11000	BOS MEETING 2/27/23	*	200.00	

MONT MONTECITO CDD MBYINGTON

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/26/23 PAGE 5
*** CHECK DATES 03/01/2023 - 03/31/2023 *** MONTECITO - GENERAL FUND
BANK A GENERAL FUND

MONT MONTECITO CDD MBYINGTON

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Montecito Community Development District ("**District**") prior to June 15, 2023, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 2, 2023

HOUR: 9:30 a.m.

LOCATION: Montecito Beach Club
208 Montecito Drive
Satellite Beach, Florida 32937

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County and City of Satellite Beach at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF MAY, 2023.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____



Montecito

Community Development District

Proposed Budget
FY 2024



**Montecito
Community Development District**

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Montecito
Community Development District
General Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY 2024	Change Increase/ (Decrease)
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Revenues

Maintenance Assessments	\$ 863,748	\$ 840,838	\$ 22,910	\$ 863,748	\$ 899,259	\$ 35,511
Interest Income	-	1	-	1	-	-
Gate & Amenity Access Income	-	365	300	665	-	-
Miscellaneous Income	-	2,365	-	2,365	-	-
Stormwater Control Cost Share	-	-	-	-	4,136	4,136

Total Revenues	\$ 863,748	\$ 843,569	\$ 23,210	\$ 866,779	\$ 903,395	\$ 39,647
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Expenditures

Administrative Expenditures

Supervisor Fees	\$ 7,800	\$ 5,000	6,000	\$ 11,000	\$ 12,000	\$ 4,200
District Engineer	30,000	220	15,000	15,220	15,000	(15,000)
District Counsel	30,000	26,680	29,603	56,282	40,000	10,000
District Management	55,000	27,500	27,500	55,000	58,300	3,300
Disclosure Report	1,500	-	-	-	-	(1,500)
Assessment Roll	5,000	5,000	-	5,000	5,300	300
Information Technology	1,800	900	900	1,800	1,908	108
Website Maintenance	1,200	1,600	600	2,200	1,272	72
Auditing Services	5,000	-	4,200	4,200	5,000	-
Arbitrage Rebate Calculation	500	-	-	-	-	(500)
Trustee Fees	3,500	-	3,000	3,000	3,250	(250)
Public Officials/General Liability Insurance	19,102	16,555	-	16,555	19,102	-
Legal Advertising	2,000	1,030	1,500	2,530	3,000	1,000
Dues, Licenses, & Subscriptions	175	175	-	175	175	-
Property Appraiser	250	211	-	211	250	-
Reimbursable Expenditures	1,200	886	600	1,486	1,200	-
Contingency	2,400	897	630	1,527	2,400	-

Administrative Expenditures Total	\$ 166,427	\$ 86,653	\$ 89,533	\$ 176,185	\$ 168,157	\$ 1,730
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18.6%

Operations and Maintenance Expenditures

Field Management

Amenity and Field Management Contract	\$ 92,480	\$ 22,122	58,229	\$ 80,351	\$ 128,820	\$ 36,340
Facilities Attendant	-	-	12,741	12,741	28,700	28,700
Property Insurance	36,419	34,078	-	34,078	51,117	14,698
ADP Fees	-	274	-	274	-	-

Field Management Subtotal	\$ 128,899	\$ 56,474	\$ 70,970	\$ 127,444	\$ 208,637	\$ 79,738
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Amenity Center Operations

Repairs & Maintenance (Non-HVAC)	\$ 12,000	\$ 1,898	7,200	\$ 9,098	\$ 12,000	\$ -
HVAC Repairs & Maintenance	2,000	-	2,000	2,000	2,000	-
Office Supplies	1,500	816	684	1,500	1,500	-
Janitorial Supplies	1,850	-	1,000	1,000	1,850	-
Janitorial Services	8,241	3,040	3,900	6,940	7,800	(441)
Pest Control & Termite Bond	1,203	240	740	980	1,203	0
Fitness Equipment Repairs & Maintenance	3,000	225	1,500	1,725	3,000	-
Playground Repairs & Maintenance	1,000	-	1,000	1,000	1,000	-
Pool Service Repairs & Maintenance	15,000	6,748	9,628	16,376	15,000	-

Amenity Center Operations Subtotal	\$ 45,794	\$ 12,967	\$ 27,652	\$ 40,619	\$ 45,353	\$ (441)
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Montecito
Community Development District
General Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY 2024	Change Increase/ (Decrease)
<u>Irrigation</u>						
Irrigation Repairs & Maintenance	\$ 25,000	\$ 16,944	6,000	\$ 22,944	\$ 25,000	\$ -
Irrigation Monitoring	6,287	3,144	2,994	6,138	6,388	101
Hoover Pumps Repairs & Maintenance	17,500	8,395	6,000	14,395	17,500	-
<u>Irrigation Subtotal</u>	\$ 48,787	\$ 28,483	\$ 14,994	\$ 43,477	\$ 48,888	\$ 101
<u>Stormwater Control</u>						
Aquatic Maintenance & Repairs	\$ 5,733	\$ 5,850	3,180	\$ 9,030	\$ 12,430	\$ 6,697
Fountain Service Repairs & Maintenance	9,000	10,737	2,050	12,787	9,000	-
<u>Stormwater Control Subtotal</u>	\$ 14,733	\$ 16,587	\$ 5,230	\$ 21,817	\$ 21,430	\$ 6,697
<u>Landscaping</u>						
Landscaping Contracted Services	\$ 80,375	\$ 38,568	39,000	\$ 77,568	\$ 103,425	\$ 23,050
Additional Landscaping Repairs & Maintenance	15,000	-	10,000	10,000	20,000	5,000
Entrance/Amenity Plant Replacement	2,400	1,856	600	2,456	2,400	-
Mulch	12,334	-	12,334	12,334	15,000	2,666
Palm Tree Maintenance	14,000	-	14,000	14,000	14,700	700
Oak Tree Maintenance	6,500	-	6,500	6,500	6,825	325
<u>Landscaping Subtotal</u>	\$ 130,608	\$ 40,424	\$ 82,434	\$ 122,857	\$ 162,350	\$ 31,742
<u>Common Areas, Right of Ways & Perimeter Walls</u>						
Street Light Repairs & Maintenance	\$ 9,000	\$ 1,587	4,500	\$ 6,087	\$ 9,000	\$ -
Entrance Vehicular Gates Repairs & Maintenance	5,500	8,571	1,000	9,571	7,760	2,260
Pedestrian Entry Gates & Walls Maintenance	8,000	4,142	2,000	6,142	8,000	-
Common Area Repairs & Maintenance	12,000	1,943	4,500	6,443	6,000	(6,000)
Sidewalk Cleaning	8,000	-	8,000	8,000	8,000	-
<u>Common Areas, Right of Ways & Perimeter Walls Subtotal</u>	\$ 42,500	\$ 16,243	\$ 20,000	\$ 36,243	\$ 38,760	\$ (3,740)
<u>Security Monitoring Services</u>						
Fire Detection Services	\$ 2,252	\$ 1,072	1,158	\$ 2,230	\$ 2,432	\$ 180
Access Control Services	2,702	1,287	1,389	2,676	2,918	216
Intrusion Services	1,649	785	848	1,633	1,781	132
Security Monitoring Repairs & Maintenance	2,500	478	2,000	2,478	2,500	-
<u>Security Subtotal</u>	\$ 9,102	\$ 3,622	\$ 5,396	\$ 9,017	\$ 9,631	\$ 528
<u>Utilities</u>						
Electric Services	\$ 47,300	\$ 20,832	24,000	\$ 44,832	\$ 54,394	\$ 7,094
Telephone, Fax & Internet	3,300	1,871	1,879	3,750	3,946	646
Water & Sewer Services	4,000	838	1,500	2,338	4,000	-
Gate Kiosk Internet Services	2,850	1,170	1,200	2,370	2,850	-
<u>Utilities Subtotal</u>	\$ 57,450	\$ 24,711	\$ 28,579	\$ 53,289	\$ 65,190	\$ 7,740
<u>Other</u>						
Contingency/Miscellaneous Expenditures	\$ 7,500	\$ 3,357	5,000	\$ 8,357	\$ 10,000	\$ 2,500
<u>Other Subtotal</u>	\$ 7,500	\$ 3,357	\$ 5,000	\$ 8,357	\$ 10,000	\$ 2,500
<u>Operations & Maintenance Expenditures Total</u>	\$ 485,374	\$ 202,867	\$ 260,254	\$ 463,121	\$ 610,238	\$ 124,864
Total Expenditures	\$ 651,801	\$ 289,519	\$ 349,787	\$ 639,306	\$ 778,395	\$ 126,594
<u>Other Financing Uses</u>						
Capital Reserve Transfer Out	\$ 136,947	\$ 136,947	-	\$ 136,947	\$ 65,000	\$ (71,947)
Disaster Reserve Transfer Out	25,000	25,000	-	25,000	30,000	5,000
Roadway Reserve Transfer Out	50,000	50,000	-	50,000	30,000	(20,000)
Total Other Financing Uses	\$ 211,947	\$ 211,947	\$ -	\$ 211,947	\$ 125,000	\$ (86,947)
Total Expenditures & Reserves	\$ 863,748	\$ 501,466	\$ 349,787	\$ 851,253	\$ 903,395	\$ 39,647
Net Change in Fund Balance	\$ -	\$ 342,103	\$ (326,576)	\$ 15,526	\$ -	\$ (0)

67.5%

13.8%

100.0%

	FY23	FY24	Increase	% Increase
Net Assessments	\$ 863,748	\$ 899,259	\$ 35,511	4%
Add: Discounts (6%)	\$ 55,133	\$ 57,400	\$ 2,267	4%
Gross Assessments	\$ 918,881	\$ 956,659	\$ 37,778	4%
	Gross O&M Per Unit	Increase	% Increase	
Townhomes	\$ 1,845.43	\$ 2,064.73	\$ 219.30	12%
Single Family	\$ 2,460.58	\$ 2,752.97	\$ 292.40	12%

Montecito

Community Development District

General Fund

Revenues:

The District's primary source of generating revenues is from **Maintenance Assessments**. In addition, other non-budgeted sources of revenue may be realized throughout the fiscal year from items such as: Interest Income, Gate & Amenity Access Replacement Cards and FOB income, and Club House Rental Income.

Maintenance Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year.

Stormwater Control Cost Share

The District has a cost share agreement relating to stormwater expenditures.

Expenditures:

Administrative Expenditures

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon 5 Supervisors attending 12 meetings.

District Engineer

The District's Engineer will be providing general engineering services to the District, e.g., attendance and preparation for the monthly Board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

District Counsel

The District's Legal Counsel, Billings, Cochran, Lyles, Mauro & Ramsey P.A., provides general legal services to the District. Among these services are attendance at and preparation for monthly Board meetings, review of operating and maintenance contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

District Management

The District has contracted with Governmental Management Services-Central Florida, LLC to provide management, accounting, and recording secretary services. These services include, but are not limited to, advertising, recording and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

Montecito

Community Development District

General Fund

Disclosure Report

The District is required to prepare an annual disclosure report in accordance with the Continuing Disclosure Agreement and Rule 15c2-12(b)(5) promulgated by Securities and Exchange Commission. The annual report is filed on the Municipal Securities Rulemaking Board (EMMA) website.

Assessment Roll

The District has contracted with Governmental Management Services-CF, LLC to maintain the assessment roll and annually certify for collection a Non-Ad Valorem assessment for operating and debt service expenditures, calculate, collect, record and transmit prepaid assessments, maintain the District's lien book along with various other responsibilities.

Information Technology

Represents various cost with Governmental Management Services – Central Florida LLC for information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Auditing Services

The District is required by Florida Statutes to have an independent certified public accounting firm to conduct an annual audit of its financial records. The District's current auditing firm is Grau & Associates.

Arbitrage Rebate Calculation

The District is required to annually have an arbitrage rebate calculation on the District's Series 2022 Special Assessment Refund Revenue Bonds. The District has contracted with AMTEC to calculate the arbitrage rebate liability and submit a report to the District.

Trustee Fees

The District pays an annual fee to UMB Bank as Trustee for the District's Series 2022, Special Assessment Refund Revenue Bonds.

Public Officials/General Liability Insurance

The District's general liability and public officials' liability insurance coverage is provided by Florida Insurance Alliance (FIA) who specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines.

Montecito

Community Development District

General Fund

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only anticipated expenditure for this category.

Property Appraiser

Represents a fee charged by the Brevard County Property Appraiser's office for assessment administration services.

Reimbursable Expenditures

Represents expenditures incurred that are considered reimbursable by the district, such as: mailing of agenda packages, overnight deliveries, correspondence, printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, miscellaneous office supplies, etc.

Contingency

Represents any miscellaneous expenditures incurred during the fiscal year that do not fall into another administrative budget item.

Operations and Maintenance Expenditures

These are the budgeted items that the CDD Board along with District Management have assessed necessary for the routine operations and maintenance of the District.

Field Management

Amenity and Field Management Contract

The District has contracted with Vesta Property Services for onsite field management of services for the District within common areas such as but not limited to landscape, lake maintenance, and the Amenity Center. The contractor shall perform all normal duties associated with staffing, managing, and maintaining Amenities, to ensure its smooth operation and to help promote the safe enjoyment by members of the clubhouse and residents, landowners and visitors.

Facilities Attendant

The District has contracted with Vesta Property Services for a weekend facility attendant at the Amenity Center.

Property Insurance

Represents the cost of annual coverage of property insurance. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Amenity Center Operations

Repairs & Maintenance (Non-HVAC)

Represents estimated costs for maintaining the amenity center throughout the fiscal year.

Montecito
Community Development District
General Fund

HVAC Repairs & Maintenance

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

Office Supplies

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

Janitorial Supplies

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

Janitorial Services

The District has contracted with Coverall Central Florida to provide commercial cleaning services 6 days a week for the clubhouse. Services also include wiping equipment every two weeks and quarterly window cleaning.

Description	Monthly	Annually
208 Montecito Drive	\$650	\$7,800
Total		\$7,800

Pest Control & Termite Bond

The District has contracted with Apex Pest Control, Inc. to provide bi-monthly pest control services. The District also incurs an annual termite bond fee with Price Termite & Pest Control.

Description	Bi-Monthly	Annually
208 Montecito Drive	\$80	\$480
Termite Bond		\$540
Contingency		\$183
Total		\$1,203

Fitness Equipment Repairs & Maintenance

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

Description	Quarterly	Annually
Preventative Maintenance	\$225	\$900
Repairs & Contingency		\$2,100
Total		\$3,000

Playground Repairs & Maintenance

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

Montecito

Community Development District

General Fund

Pool Service Repairs & Maintenance

The District has contracted with Brevard Pools for all expenditures related to the repairs and maintenance of the swimming pool facilities. These services include, but are not limited to, general cleaning, water testing, chlorinating, balancing PH, adding algaecide, balancing alkalinity, cleaning filters, providing technical support, and advising the District of any necessary repairs.

Description	Monthly	Annually
Pool Maintenance – October to March	\$643	\$3,858
Pool Maintenance – April to September	\$938	\$5,628
Repairs & Contingency		\$5,514
Total		\$15,000

Irrigation

Irrigation Repairs & Maintenance

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

Irrigation Monitoring

The District has contracted with Insight Irrigation, LLC to provide irrigation monitoring services that include assistance with: run checks, leaks, valve issues, controller issues, sensor issues, backup data, management of irrigation schedules and updates to online maps.

Description	Monthly	Annually
Irrigation Monitoring – 285 zones at \$1.75 per zone	\$499	\$5,988
Estimated Increase		\$400
Total		\$6,388

Hoover Pumps Repairs & Maintenance

The District will incur costs related to the repairs and preventative maintenance of its Hoover pumps which is provided by Hoover Pumping Systems.

Description	Annually
Hoover Pump 1 #4978 – Patrick Drive	\$2,590
Hoover Pump 2 #5975 – Point Lobos Drive & Monterey Drive	\$2,590
Hoover Pump 3 #8563 – Phase 2C	\$2,290
Repairs & Contingency	\$10,030
Total	\$17,500

Montecito
Community Development District
General Fund

Lakes & Fountains

Aquatic Maintenance

The District has contracted with Ecor Industries, Inc. for the care and maintenance of its six lakes which includes shoreline grass, brush and vegetation control.

Description	Monthly	Annually
Aquatic Maintenance	\$530	\$6,360
Stormwater Contingency		\$6,070
Total		\$12,430

Fountain Service Repairs & Maintenance

Represents the estimated costs for any repairs and maintenance pertaining to the six District lake fountains.

Description	Annually
Quarterly Fountain Cleaning	\$1,920
Repairs & Contingency	\$7,080
Total	\$9,000

Landscaping

Landscaping Contracted Services

The District has a contract with ProGreen Services. to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing, edging, trimming, weed and disease control, fertilization, pest control, pH adjustments, pruning, and irrigation inspections.

Description	Annually
Landscape Maintenance	\$103,425
Total	\$103,425

Additional Landscaping Repairs & Maintenance

The District will incur landscape related expenditures that fall outside of the annual maintenance contract. Examples include: plant replacement and sod replacement.

Entrance Pot Plant Replacement

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

Mulch

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

Montecito
Community Development District
General Fund

Palm Tree Maintenance

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

Oak Tree Maintenance

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

Common Areas, Right of Ways & Perimeter Walls

Street Light Repairs & Maintenance

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

Entrance Vehicular Gate Repairs & Maintenance

Represents any gate repairs and maintenance costs the District may incur throughout the fiscal year. This also includes preventative maintenance provided by Florida Door Control, Inc.

Pedestrian Entry Gates & Walls Maintenance

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

Common Area Repairs & Maintenance

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

Sidewalk Cleaning

Represents the estimated costs of pressure washing the sidewalks annually.

Security

Fire Detection Services

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

Description	Monthly	Annually
208 Montecito Drive	\$202	\$2,432
Total		\$2,432

Access Control Services

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

Description	Monthly	Annually
208 Montecito Drive	\$243	\$2,918
Total		\$2,918

Montecito

Community Development District

General Fund

Intrusion Services

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

Description	Monthly	Annually
208 Montecito Drive	\$148	\$1,781
Total		\$1,781

Security Monitoring Repairs & Maintenance

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

Utilities

Electric Services

The District has the following electric accounts with Florida Power & Light Company for general purposes with monthly estimates.

Description	Monthly	Annually
140 Clemente Drive #Pump (Hoover Pump 2 #5975)	\$329	\$3,948
208 Montecito Drive #Clubhouse (Amenity Center)	\$886	\$10,632
308 Montecito Drive #Irrigation Pump (Hoover Pump 1 #4978)	\$822	\$9,864
654 Mission Bay Drive #Gate (South Patrick Entrance)	\$506	\$6,072
686 Carlsbad Drive #Irrigation (Hoover Pump 3 #8563)	\$253	\$3,036
688 Carlsbad Drive #LTS	\$63	\$756
711 Monterey Drive #Irrigation	\$1012	\$12,144
790 Palisades Drive #Entrance (Shearwater Entrance)	\$139	\$1,668
Contingency		\$6,274
Total		\$54,394

Telephone, Fax & Internet

The District will incur cost for telephone, fax and internet service related to the amenity center. These services are provided by Spectrum.

Description	Monthly	Annually
208 Montecito Drive	\$313	\$3,757
Contingency		\$189
Total		\$3,946

Montecito
Community Development District
General Fund

Water & Sewer Services

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

Description	Monthly	Annually
208 Montecito Drive	\$275	\$3,300
Contingency		\$700
Total		\$4,000

Gate Kiosk Internet Services

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

Description	Monthly	Annually
Gate Kiosk 1 – Shearwater Parkway Kiosk	\$105	\$1,254
Gate Kiosk 2 – South Patrick Kiosk	\$105	\$1,254
Contingency		\$342
Total		\$2,850

Other

Contingency/Miscellaneous Expenditures

Monies collected and allocated for expenditures that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Reserves:

Disaster Reserves

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

Capital Reserves

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

Roadway Reserves

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

Montecito
Community Development District
Capital Reserve Funds
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY 2024
Revenues					
Beginning Fund Balance	\$ 228,737	\$ 234,487	\$ -	\$ 234,487	\$ 343,250
Transfer In - Capital Reserve	136,947	136,947	-	136,947	65,000
Transfer In - Disaster Reserve	25,000	25,000	-	25,000	30,000
Transfer In - Roadway Reserve	50,000	50,000	-	50,000	30,000
Total Revenues	\$ 440,684	\$ 446,434	\$ -	\$ 446,434	\$ 468,250
Expenditures					
Bank Fees	\$ 756	\$ 277	\$ 322	\$ 599	\$ -
Capital Outlay - Landscaping	11,000	-	11,000	11,000	-
Capital Outlay - Amenity Center	59,300	-	59,300	59,300	-
Capital Outlay - Streets, Sidewalks, Walls & Gates	32,285	-	32,285	32,285	-
Capital Improvement Plan	-	-	-	-	100,000
Total Expenditures	\$ 103,341	\$ 277	\$ 102,907	\$ 103,184	\$ 100,000
Net Change in Fund Balance	\$ 337,343	\$ 446,157	\$ (102,907)	\$ 343,250	\$ 368,250

Description	FY 2023	FY 2024
<i>Information From Page 38 of Study</i>		
Reserves Beginning of Year	\$337,953	\$440,048
Contributions	\$112,925	\$115,748
Interest Income	\$3,899	\$4,932
Expenditures	(\$14,729)	(\$10,812)
Anticipated Balance	\$440,048	\$549,916

FY 2024 Projected Fund Balances	
Capital Reserves	\$8,455
Disaster Reserves	\$180,000
Roadway Reserves	\$179,795
Total Fund Balances	\$368,250

Capital Reserve Fund - Actuals/Projections/Budget

Description	FY 2023	FY 2024
Reserves Beginning of Year	\$234,487	\$343,250
Contributions	\$211,947	\$125,000
Interest Income	\$0	\$0
Expenditures	(\$103,184)	(\$100,000)
Anticipated Balance	\$343,250	\$368,250

Variance Reserve Study Vs Actual	(\$181,666)
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Montecito
Community Development District
Debt Service Fund
Fiscal Year 2024

	Adopted Budget FY 2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY 2024
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Revenues

Special Assessments - Tax Roll	\$ 315,934	\$ 306,930	\$ 9,004	\$ 315,934	\$ 315,934
Special Assessments - Prepayment	-	10,282	-	10,282	-
Interest	-	685	-	685	-
Beginning Balance	57,335	73,259	-	73,259	73,891

Expenditures

Series 2022

Interest - 11/1	\$ 57,316	\$ 57,316	\$ -	\$ 57,316	\$ 55,814
Principal - 5/1	200,000	-	200,000	200,000	205,000
Interest - 5/1	58,954	-	58,954	58,954	55,814
Special Call - 8/1	-	-	10,000	10,000	-

Net Change in Fund Balance	\$ 57,000	\$ 333,840	\$ (259,949)	\$ 73,891	\$ 73,198
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Interest 11/1/24 \$ 52,595

Montecito
Community Development District
Series 2022 Special Assessment Refunding Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 3,555,000.00	\$ -	\$ 55,813.50	\$ 55,813.50
05/01/24	\$ 3,555,000.00	\$ 205,000.00	\$ 55,813.50	\$ -
11/01/24	\$ 3,350,000.00	\$ -	\$ 52,595.00	\$ 313,408.50
05/01/25	\$ 3,350,000.00	\$ 210,000.00	\$ 52,595.00	\$ -
11/01/25	\$ 3,140,000.00	\$ -	\$ 49,298.00	\$ 311,893.00
05/01/26	\$ 3,140,000.00	\$ 220,000.00	\$ 49,298.00	\$ -
11/01/26	\$ 2,920,000.00	\$ -	\$ 45,844.00	\$ 315,142.00
05/01/27	\$ 2,920,000.00	\$ 225,000.00	\$ 45,844.00	\$ -
11/01/27	\$ 2,695,000.00	\$ -	\$ 42,311.50	\$ 313,155.50
05/01/28	\$ 2,695,000.00	\$ 235,000.00	\$ 42,311.50	\$ -
11/01/28	\$ 2,460,000.00	\$ -	\$ 38,622.00	\$ 315,933.50
05/01/29	\$ 2,460,000.00	\$ 240,000.00	\$ 38,622.00	\$ -
11/01/29	\$ 2,220,000.00	\$ -	\$ 34,854.00	\$ 313,476.00
05/01/30	\$ 2,220,000.00	\$ 250,000.00	\$ 34,854.00	\$ -
11/01/30	\$ 1,970,000.00	\$ -	\$ 30,929.00	\$ 315,783.00
05/01/31	\$ 1,970,000.00	\$ 255,000.00	\$ 30,929.00	\$ -
11/01/31	\$ 1,715,000.00	\$ -	\$ 26,925.50	\$ 312,854.50
05/01/32	\$ 1,715,000.00	\$ 265,000.00	\$ 26,925.50	\$ -
11/01/32	\$ 1,450,000.00	\$ -	\$ 22,765.00	\$ 314,690.50
05/01/33	\$ 1,450,000.00	\$ 270,000.00	\$ 22,765.00	\$ -
11/01/33	\$ 1,180,000.00	\$ -	\$ 18,526.00	\$ 311,291.00
05/01/34	\$ 1,180,000.00	\$ 280,000.00	\$ 18,526.00	\$ -
11/01/34	\$ 900,000.00	\$ -	\$ 14,130.00	\$ 312,656.00
05/01/35	\$ 900,000.00	\$ 290,000.00	\$ 14,130.00	\$ -
11/01/35	\$ 610,000.00	\$ -	\$ 9,577.00	\$ 313,707.00
05/01/36	\$ 610,000.00	\$ 300,000.00	\$ 9,577.00	\$ -
11/01/36	\$ 310,000.00	\$ -	\$ 4,867.00	\$ 314,444.00
05/01/37	\$ 310,000.00	\$ 310,000.00	\$ 4,867.00	\$ 314,867.00
	\$ 3,555,000.00	\$ 894,115.00	\$ 4,449,115.00	

Montecito Community Development District

Fiscal Year 2024 O&M and Debt Service Assessment Schedule

Description	Admin. Budget	Field/Reserve Budget	Total	Admin. Budget Bonds	Admin. Budget No Bonds	Total
Total O&M Budget	\$168,157	\$731,102	\$899,259	\$3,250	\$164,907	\$168,157
Balance Forward	\$0	\$0	\$0	\$0	\$0	\$0
Net Assessments	\$168,157	\$731,102	\$899,259	\$3,250	\$164,907	\$168,157
Collection Cost (6%)	\$10,733	\$46,666	\$57,400	\$207	\$10,526	\$10,733
Gross Assessment	\$ 178,890	\$ 777,768	\$ 956,659	\$ 3,457	\$ 175,433	\$ 178,890

Operations and Maintenance FY 2023

Lot Size	Units	EAU Factor	Total EAU's	% Total EAU's	Bond Expense	Admin. Budget Bonds	Admin. Budget No Bonds	Field/Reserve Budget	Total	O&M Per Unit (Net)	O&M Per Unit (Gross)(1)
Townhomes	294	0.75	220.5	28%	63%	\$37,734	\$29,797.45	\$442,473	\$510,004	\$1,734.71	\$1,845.43
Single Family	127	1.00	127	16%	37%	\$21,733	\$17,162.25	\$254,848	\$293,744	\$2,312.94	\$2,460.58
Total			347.5		100%	\$59,467	\$46,960	\$697,321	\$803,748		
Condo's											
Mid-Rise	224	1.00	224	28%		\$0	\$30,270	\$0	\$30,270	\$135.14	\$143.76
High-Rise	176	1.25	220	28%		\$0	\$29,730	\$0	\$29,730	\$168.92	\$179.70
			444			\$0	\$60,000	\$0	\$60,000		
Total	821		791.5	100%		\$59,467	\$106,960	\$697,321	\$863,748		

Operations and Maintenance FY 2024

Lot Size	Units	EAU Factor	Total EAU's	% Total EAU's	Bond Expense	Admin. Budget Bonds	Admin. Budget No Bonds	Field/Reserve Budget	Total	O&M Per Unit (Net)	O&M Per Unit (Gross)(1)
Townhomes	294	0.75	220.5	63%	63%	\$2,062	\$104,638.83	\$463,908	\$570,609	\$1,940.85	\$2,064.73
Single Family	127	1.00	127	37%	37%	\$1,188	\$60,268.17	\$267,194	\$328,650	\$2,587.80	\$2,752.97
Total			347.5		100%	\$3,250	\$164,907	\$731,102	\$899,259		
Total	421		347.5	100%		\$3,250	\$164,907	\$731,102	\$899,259		

Lot Size	FY23 Gross O&M Per Unit	FY23 Net O&M Per Unit	FY24 Gross O&M Per Unit	FY24 Net O&M Per Unit	FY24 Gross O&M Increase	FY24 Gross O&M Increase
Townhomes	\$1,845.43	\$1,734.71	\$2,064.73	\$1,940.85	\$219.30	12%
Single Family	\$2,460.58	\$2,312.94	\$2,752.97	\$2,587.80	\$292.39	12%

Montecito Community Development District

Fiscal Year 2024 O&M and Debt Service Assessment Schedule

Debt Service Assessments FY 2024

Lot Size	Debt Units Units	EAU Factor	Net Annual	% Total EAU's	Annual Debt Service	Net Annual Per Unit	Gross Annual
Townhomes	293	0.75	220	63.56%	\$200,799	\$685.32	\$729.07
Single Family	126	1.00	126	36.44%	\$115,134	\$913.76	\$972.09
Total			346	100%	\$315,934		

Combined Operations and Maintenance and Debt Service Assessments

Lot Size	Gross O&M Per Unit	Gross Debt Per Unit	Total Gross Per Unit (1)	FY2023 Total Gross Per Unit	FY2024 Total Gross Increase	FY2024 Total Gross Increase %
Townhomes	\$2,064.73	\$729.07	\$2,793.80	\$2,574.50	\$219.30	9%
Single Family	\$2,752.97	\$972.09	\$3,725.06	\$3,432.67	\$292.40	9%

(1) Includes 6% for early payment discount and collection cost for tax collector.

SECTION 2

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

GENERAL OPERATIONS AND FACILITIES MANAGEMENT AGREEMENT

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

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

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

RECITALS

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

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

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

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

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

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

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

2. **ENGAGEMENT OF SERVICES**

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

B. Term. This Agreement shall be effective on April 17, 2023 (the "Effective Date") and the initial term shall continue through September 30, 2023 (the "Initial Term"). After the Initial Term, this Agreement may be extended for up to three (3) annual extension terms of one year each upon the mutual consent of the parties.

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

D. Compensation. The annual amount payable to Contractor for services provided pursuant to this Agreement shall be as more particularly described in the Proposal (the "Annual Contract Amount"). District agrees to pay Contractor a monthly management fee equal to 1/12 of the applicable Annual Contract Amount. This monthly management fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with providing the Services. Approved reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other approved reimbursable expenses, unless otherwise specifically provided for herein (the "Approved Reimbursables"). Invoices shall be paid net thirty (30) days upon receipt by District. If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on the Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or five (5%) percent, whichever is less. NOTWITHSTANDING,

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR IS NOT ENTITLED TO BE COMPENSATED FOR SHIFTS THAT ARE NOT STAFFED; WHICH CORRESPONDING AMOUNTS MAY BE DEDUCTED BY THE DISTRICT FROM THE MONTHLY MANAGEMENT FEE. The repeated failure by Contractor to staff all shifts as provided in this Agreement may be considered, in the District's discretion, abandonment of the Agreement by the Contractor and could result in termination of the Agreement by the District.

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

service, lake fountains, irrigation reporting, and any other contracts or vendors providing service to the Amenities, District property, or District facilities.

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

- Q. As part of this Agreement, Contractor shall and is expected to furnish, on a weekly basis, the number of hours specified in the Proposal of personnel for On-Site Services and zero (0) hours at janitorial services at the Montecito Beach Club Amenity Center, as more particularly detailed in the Proposal. District reserves the right to add or reduce hours with thirty (30) days' notice and mutual agreement with Contractor.
- R. Contractor shall raise and lower the flag(s) located on the pole(s) in front of the Montecito Beach Club Amenity Center, in accordance with Presidential or Governor's Proclamations..
- S. Contractor shall furnish parking enforcement services pursuant to the Amended Parking and Towing Rules, as amended from time to time.
- T. Office hours will be Monday through Sunday (7 days a week), 9:00 AM to 5:00 PM. The General Manager hours shall be Monday through Friday, 9:00 AM to 5:00 PM. The Weekend Attendant hours shall be on Saturdays and Sundays, 9:00 AM to 5:00 PM. For those times when a staff member of the Contractor is not on site at the Montecito Beach Club Amenity Center (i.e. after hours between 5:00 PM and 9:00 AM) or is otherwise unavailable, Contractor shall be available on a 24/7 basis through an accessible call center telephone line answered by a live person to receive comments, complaints, or concerns, and to address items or concerns requiring immediate attention.

3. **RECREATION PROGRAMS.** As part of this Agreement, the General Manager shall be permitted to schedule/create Recreation Programs and Special Events for the strict enjoyment and benefit of the Members and Non-Resident Members of the District and their respective guests, utilizing funds within the annual amounts budgeted by the District for Special Events.

4. **GENERAL CONDITIONS.**

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

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

5. TERMINATION.

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

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

6. INSURANCE.

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

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

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

7. INDEMNIFICATION.

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

8. BOOKS AND RECORDS; PUBLIC RECORDS.

- A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:
1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
 2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
 4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

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

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

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

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

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

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

15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor

have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

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

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

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

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

17. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Catherine LeCesne, Chairperson
Board of Supervisors

Print name: _____
Secretary/Assistant Secretary

Date: _____, 2023

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

WITNESSES:

By: _____

Print name

Print Name/Title: _____

Date: _____, 2023

Print Name

Exhibit A

Proposal

PRICING

Proposed				
Position	Year 1 April 17, 2023 – Sept. 30, 2023	Year 2 Oct. 1, 2023 – Sept. 30, 2024	Year 3 Oct. 1, 2024 – Sept. 30, 2025	Comments
General Manager	\$56,656	\$128,820	\$137,210	2040 hours annually
Facilities Attendant	\$11,016	\$25,511	\$27,569	936 hours annually
Total Amount Monthly	\$11,279	\$12,861	\$13,731	
Total Amount Annually	\$67,673	\$154,331	\$164,775	

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

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

Composite Exhibit B

Services

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

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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT PRICING FORM

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

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

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

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

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

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

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

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

facilities, payable directly to Management Company.

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

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

EXHIBIT A

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

General Overview:

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

Operational Procedures:

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

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

Communication Procedures:

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

POOL MAINTENANCE SERVICES:

Daily Procedures:

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

FACILITIES MAINTENANCE
(See the checklists included herein)

General Procedures:

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

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

General Procedures:

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

THE MANAGEMENT COMPANY'S RESPONSIBILITY OF EXPENSES

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

THE DISTRICT'S RESPONSIBILITY OF EXPENSES

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

EMERGENCY ACTION PLAN AND SAFETY PROGRAM

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

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

SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING & INSURANCE REQUIREMENTS

Qualifications/Certifications:

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

Licensing Requirements:

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

Insurance Requirements:

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

EXHIBIT "B"

General Management Services

HOURS OF OPERATIONS & STAFFING LEVELS

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

Special Notes for Proposing companies, when submitting bids:

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

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

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

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

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

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

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

EXHIBIT C

The Following Checklists Are An Example Of What Will Be Expected To Be Created By The Management Company, Specific To The District's Facilities Needs. This Is Only An Example.

Week of _____

FACILITY ATTENDANT'S DAILY CHECKLIST - CREEKSIDE

Mon 11-11-15

Initial after completed then submit to GM at the closing of each week.

Mon	Tues	Wed	Thur	Fri	Sat	Sun	
							Opening Shift
							Opening Duties:
							Open Fitness Room - turn off alarm.
							Clock-in and sign in the pass down log.
							Fitness Room: check equipment, water, cups & towels. Wipe down and organize cubbies.
							Open bathrooms - check toiletry, hand towels (both dispensers), soap dispensers & replace as needed.
							Pool deck: check for trash and debris. Check alignment and wipe down all chairs and tables.
							Pool area: check chemicals, flow and temperatures in pool, spa & kiddie pool - record on daily chemical log report any readings outside of limits to Joel Cameron
							Croquet Courts: check for trash. Wipe down all chairs. Put out umbrellas as needed.
							Check both parking lots for trash & debris. Blow off pool deck, basketball courts & walkways. Squeegee all standing water.
							Wipe down all outside benches & water coolers (playground, croquet court, pool deck) and playground equipment.
							Check weekly & monthly duty log and complete duties assigned for each day.
							Check incoming residents and guests for proper I.D. - ALL GUESTS MUST BE REGISTERED!!!
							Check in vendors & maintain vendor log - ALL VENDORS MUST SIGN IN!!!
							Mid Shift
							Clock-in and sign in the pass down log.
							Fitness Room: check equipment, water, cups & towels. Wipe down and organize cubbies.
							Check bathrooms - clean & restock as needed (both dispensers).
							Pool area: Check for trash; check alignment & wipe down all chairs & tables.
							Check both parking lots for trash & debris. Blow off pool deck, basketball courts & walkways. Squeegee all standing water.
							Wipe down and clean ground lights and garbage cans.
							Pool area: check chemicals, flow and temperatures in pool, spa & kiddie pool - record on daily chemical log report any readings outside of limits to Joel Cameron
							Check weekly & monthly duty log and complete duties assigned for each day.
							Check incoming residents and guests for proper I.D. - ALL GUESTS MUST BE REGISTERED!!!
							Croquet - check for equipment in box. Bring in all umbrellas
							Closing Duties
							Pool area: take out all trash, check alignment and wipe down all chairs & tables. Put down umbrellas.
							Fitness Room: wipe down all equipment, straighten cubbies and place used towels in bag in equipment room.
							Fitness Room: take out all trash and vacuum floors.
							Bathrooms - check toiletry, hand towels (both dispensers) and soap dispensers. Lock all 3 doors.
							Fitness Room: turn off all lights, fans & set alarm. Lock doors.
							Sign out of pass down log, turn off lights, clock out, lock equipment room doors and all gates.

General Manager : Print Name _____

Signature _____

Montecito

Week of _____								Daily Pool Service - CREEKSIDE
Initial after completed then submit to GM at the closing of each week.								
Mon	Tues	Wed	Thur	Fri	Sat	Sun		
							Unlock and setup pump room	
							Test and log water chemistry in all applicable bodies of water	
							Adjust water chemistry	
							Vacuum pools	
							Clean all filters and skimmers where applicable	
							Inspect chemical feeders and controllers	
							Check all injection lines, connections, gauges, ect	
							Sump Pump Inspections for all that apply	
							Inspection of all plumbing for leaks and functionality	
							Tidiness and maintenance cleaning of all paks (coffins)	
							Inspect autofill and float switches	
							Functionality of mechanized equipment	
							Check and log chemical inventory, report needs as they occur	
							Add chemicals to pools where needed (Bicarb and Acid)	
							Drain stations and Phosphate treatments as needed	
							Non COC repairs (pumps, tubing, ferrels, etc.)	
							Routine QC inspections and checklists for Health Department regulations	

General Manager : Print Name _____

Signature _____

FITNESS CENTER SERVICES - CREEKSIDE
FACILITY

Montecito

DATE: _____

We are pleased and proud to provide clean, appealing, and sanitary facilities for the convenience and enjoyment of our Residents!

TIME CHECK INTERVALS	PAPER STOCKED BOTTLES FILLED	FANS LIGHTS T.V.'S CLEANED	FLOORS CLEANED MATS STRAIGHT	WASTE CONTAINERS EMPTY & CLEANED	WATER COOLER FULL	MIRRORS CLEANED WINDOWS CLEANED	WIPE DOWN ALL EQUIP.	STAFF INITIALS	MANAGEMENT INSPECTIONS
OPEN									
8:00 AM									
10:00 AM									
12:00 PM									
2:00 PM									
4:00 PM									
CLOSE									
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2:00 PM									
4:00 PM									
CLOSE									

TO OUR RESIDENTS. IF THIS FITNESS ROOM IS NOT CLEAN TO YOUR SATISFACTION AND ADEQUATELY STOCKED, PLEASE TELL A NEARBY FACILITY ATTENDANT OR CALL THE OFFICE AND LET US KNOW. ***** THANK YOU! MANAGEMENT *****

JANITORIAL SERVICES - CREEKSIDE

matecito

DATE: _____

FACILITY _____

We are pleased and proud to provide clean, appealing, and sanitary facilities for the convenience and enjoyment of our Residents!

TIME CHECK INTERVALS	TOILET TISSUE STOCKED	SOAP MACHINES WORKING & STOCKED	FLOOR CLEAN & DRY	WASTE CONTAINERS EMPTY & CLEAN	SIGNS & VANITIES CLEAN	MIRRORS CLEAN	TOILET & URINAL BASES CLEAN	STAFF INITIALS	MANAGEMENT INSPECTIONS
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TO OUR RESIDENTS. IF THIS RESTROOM IS NOT CLEAN TO YOUR SATISFACTION AND ADEQUATELY STOCKED, PLEASE TELL A NEARBY FACILITY ATTENDANT OR CALL THE OFFICE AND LET US KNOW. ***** THANK YOU! MANAGEMENT *****

Montecito

Week of _____							Pool and Spa Health Department QC - <u>CREEKSIDE</u>
Initial after completed then submit to GM at the closing of each week.							
Mon	Tues	Wed	Thur	Fri	Sat	Sun	
							Make sure all permitting is posted and accessible
							Make sure chemical logs are present and up to date readings have been taken daily
							Check to insure there is no loose railing leading into the pool
							Check to insure pool deck is free and clear of any tripping hazards
							Check to insure pool surface is in good working condition
							Inspect coping and tile to insure there is not chipping, sagging or separation
							Check depth markers (Florida Building Code)
							Check step markings (FBC)
							Suction Outlets - 514.0315(1)
							Main drain inspections insuring functionality and that they are not cracked/damaged/missing
							If sand filters are present have a log of maintenance
							Inspect gutter grates / skimmers to insure functionality
							Lighting both inside and outside of pool
							No dive markings are visible (FBC)
							Inspect Sheppard's hooks to insure thy are in proper working condition
							Flow readings need to be posted by each flow meter
							Check to insure all chemical controllers and Stenner's are functioning properly
							Pump Rooms are clean and organized
							Check chemical storage bins to insure they are clean and organized
							Check all signage to insure verbiage is updated and all HD guidelines are being included
							Check all sump pumps to insure functionality

General Manager : Print Name _____

Signature _____

SECTION 3

MONTECITO COMMUNITY DEVELOPMENT DISTRICT
ETHICS POLICY & CODE of CONDUCT for BOARD of SUPERVISORS

The Board of Supervisors of Montecito Community Development District ("District") has adopted the following ethics policy for its Supervisors ("Ethics Policy"). This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical behavior. Members of the Board of Supervisors of the District are "Public Officers" as described in Sections 112.311-3261, Florida Statutes ("Code of Ethics") and are subject to the provisions thereof. In the event of any conflict between the Code of Ethics and this Ethics Policy, the Code of Ethics shall control.

A. BOARD RESPONSIBILITIES

The general duties of Supervisors are set forth in Chapter 190, Florida Statutes. To fulfill this duty, Supervisors must:

- Regularly attend Board meetings.
- Review material provided in preparation for Board meetings.
- Be prepared to discuss agenda items.
- Make reasonable inquiry before making decisions.

B. PROFESSIONAL CONDUCT of SUPERVISORS

1. Self-Benefits. Supervisors are prohibited from making any decisions that material benefit themselves or their family members. Accordingly, no Supervisor may:

- Solicit or receive any compensation from the District for serving on the Board, except that Board Supervisors are entitled to receive compensation as set forth in Fla. Stat. §190.006(8).
- Make promises to any vendor without prior approval of the Board. Supervisors shall not separately negotiate with vendors and instead, permit District Management and staff to interact with and manage vendor solicitations and vendor contracts.
- Solicit or receive any gift, gratuity, favor, entertainment, loan or any other thing of value for themselves or their relatives from any person or company who is seeking a business or financial relationship with the District.
- Seek preferential treatment for themselves or others.
- Use District property, services, equipment or business for the specific gain or benefit of themselves or their relatives, except as is provided for all residents of the District.

2. Public Records; Confidential Information. Florida has a broad public records law set forth in Chapter 119, Florida Statutes. Supervisors are obligated to comply with such provisions with regard to public records in their custody and should make sure that the District Manager, as custodian of public records, is provided copies of all public records that come into the Supervisors' possession. Public records include, but are not limited to, emails, text messages, voice mail messages, letters and any other documents pertaining to the District. Chapter 119 creates limited exceptions from disclosure and treats only certain matters as confidential. The Supervisors should consult with and refer questions on disclosure of public records to the District Manager and District Counsel.

3. Sunshine Law. The business of the District must be conducted in accordance with Chapter 286, Florida Statutes, commonly referred to as the Sunshine Law. The Sunshine Law prevents Supervisors from conducting public business of the District other than at duly noticed meetings open to the public. As such, Supervisors should not discuss public business likely to come before the Board in any other forum, including email and social media. Supervisors should refer any questions about the Sunshine Law to District Counsel.

4. Misrepresentation. Supervisors may not knowingly misrepresent facts. All District data records and reports must be accurate and truthful and prepared in a truthful manner.

5. Interaction with Others. To ensure efficient management operations, avoid conflicting instructions from the Board and District Management and to avoid potential liability, Supervisors shall observe the following guidelines:

- The chairperson of the Board shall serve as liaison between the Board and District Management and provide direction on day-to-day matters. Supervisors may contact District Management to obtain documents and other data necessary to make informed decisions and carry out assigned liaison duties.
- The chairperson of the Board and the District Manager shall serve as liaison with District Counsel regarding all legal matters pertaining to the District. Supervisors may contact District Counsel with questions regarding their own conduct as it pertains to the District. In general, projects in which District Counsel is expected to devote substantial time, including all litigation matters, should come at the direction of the majority of the Board during a public meeting.
- Except for the chairperson when directed by the Board, Supervisors shall not give direction to District management or vendors. Further, as per Section 190.007, Florida Statutes, the District Manager is responsible for hiring and terminating the employment of vendors for professional, maintenance, supervisory, and other services as authorized by the Board. Supervision of vendors shall be conducted by the District Manager and the General Manager.
- Supervisors are prohibited from harassing, intimidating or threatening District vendors, management, other Supervisors, and residents, whether verbally, physically or otherwise.
- When interacting with residents, individual Supervisors may not make any commitments or decisions on behalf of the Board without prior approval by Board action.

6. Proper Decorum. Supervisors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the Board, they must act with respect and dignity and not make personal attacks on others. Accordingly, Supervisors must focus on issues, not personalities, and should conduct themselves with courtesy towards each other, towards District Management, managing agents, District Counsel, vendors and members of the District. Supervisors shall act in accordance with collective Board decisions and shall not act unilaterally or contrary to the Board's decisions. All correspondence regarding the Board's position on a matter shall either come from the chairperson, District Manager or if necessary, District Counsel, after consultation with the Board at either a regular or special meeting.

7. Conflicts of Interest. Supervisors must immediately disclose any conflict of interest, whether their own or others to the District Manager. Supervisors must withdraw from participation in decisions in which they have a material interest. Supervisors are directed to the provisions of the Code of Ethics when determining if a conflict of interest exists in a particular situation. Additional questions can also be directed to District Counsel.

C. ATTENDANCE

Supervisors are required to attend all Board meetings. Supervisors cannot be absent from more than three (3) Board meetings in one calendar year. Supervisors' ability to attend Board meetings by telephone is limited to three (3) times in one calendar year. Any exemptions must be Board approved.

D. VIOLATIONS

Supervisors who violate the District's Ethic Policy are deemed to be acting outside the course and scope of their authority. Any Supervisor in violation of this policy will first receive a warning letter from District Council. Further or continued violations may subject the Supervisor to public reprimand, immediate censure by the Board and/or referral to the Florida Commission of Ethics where appropriate.

E. PLEDGE

I have read the above Ethics Policy. I pledge to act in accordance with my obligations as described above.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

SECTION 4



April 24, 2023

Montecito CDD
c/o Governmental Management Services

**RE: Reserve Study Update with Site Inspection
Montecito CDD
208 Montecito Drive
Satellite Beach, FL 32937**

Dear Board of Directors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection and recommendations for Montecito CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Montecito CDD was established in 2005 according to Brevard County Official Records. Currently, Phases 1A, 1B, 2A, 2B, 2D have been completed. Phase 3A was started in 2022. The housing composition is 127 single family residential lots, 294 townhome lots, and 400 condominium units. Central to the District is the amenity center, which was built in 2006-2007. There is also a pool area and a playground. The district also maintains the ponds, stormwater drainage, roads, and the entry areas. The community is located in Satellite Beach, Brevard County, Florida. The following reserve will be included in the report:

- | | |
|--|---|
| • Clubhouse and Related Equipment | • Landscaping |
| • Playgrounds | • Irrigation |
| • Pool Area and Equipment | • Stormwater Drainage |
| • Entry Areas and Monuments | • Retention Ponds |
| • Street Lights | • Walls and Fencing |
| • Streets | • Fountains |
| • Sidewalks | • Any Other Items Specified by You |

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a reserve study update with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements from a CAI-designated Reserve Specialist.
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the first day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, reclaimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update with Site Inspection (Level-2)

\$5,000

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

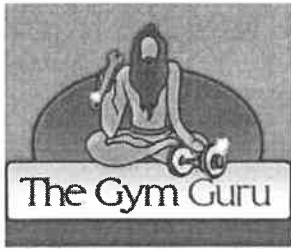
Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

Accepted by Signature: _____

Date _____

Accepted by Printed Name: _____

SECTION 5



Brown Fitness Services, LLC

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

Quote

Date	Quote #
2/1/2023	3260

Customer	Premises
Montecito CDD C/O Governmental Management Services 219 E. Livingston Street Orlando, FL 32801	

Qty	Description	Rate	Total
3	Preventative Maintenance - Quarterly 2023 -- PM of all equipment: Inspect and check for proper function. Clean, Lube & Adjust components as necessary (refer to scope of work document for further details). Equipment to be serviced: 2 Lifefitness Treadmills 2 Lifefitness Ellipticals 1 Lifefitness Upright bike 1 Lifefitness Recumbent bike 4 Single station strength machines 2 Dumbbell benches	225.00	675.00

Terms: PM billed quarterly- net 30

Subtotal \$675.00

Sales Tax (0.0%) \$0.00

Total \$675.00

Approved By: _____

Date: _____

SECTION 6



Relationship Money Market Truth-in-Savings

This disclosure contains information about certain features of your BankUnited, N.A. ("BankUnited") Relationship Money Market Account (the "Account"). Please refer to our Depositor's Agreement and applicable Schedule of Fees for additional terms and conditions that govern your Account with us.

Minimum balance to open the account – \$100.00

Minimum daily balance required to earn interest – None

Monthly Maintenance Fee - \$15.00

To avoid the imposition of a monthly maintenance fee you must maintain a minimum daily balance of \$2,500.00 in the Account during each statement cycle.

Rate Information – This Account earns interest at a variable rate. The interest rate and the annual percentage yield (APY) for your Account depends upon the applicable rate tier. The current interest rates and annual percentage yields for the applicable tiers are as follows:

Tier 1 – if the daily balance in the Account is between \$0.00 and equal to or less than \$9,999.99, the interest rate for the account is 3.92 % with an annual percentage yield (APY) of 4.00 %.

Tier 2 – if the daily balance in the Account is \$10,000.00 or more, the interest rate for the account is 3.92 % with an annual percentage yield (APY) of 4.00 %.

The interest rate and annual percentage yield for these tiers may change at any time, at our discretion.

Determination of Rate - The interest rate and APY on your Account are variable and may change at any time at our discretion without notice or limit.

Frequency of Rate Change – We may change the interest rate on your Account as often as daily without notice.

Compounding Frequency – Interest will be compounded monthly.

Crediting Frequency – Interest will be credited to your Account monthly.

Effect of closing your Account – If you close your Account before interest is credited, you will not receive the accrued interest.



Balance computation method - We use the daily balance method to calculate the interest on your Account. This applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e. checks).

Transaction Limitations – *We may limit certain types of withdrawals and transfer transactions you may make from a savings or money market account to a maximum combined total of six (6) per month or monthly statement cycle. ATM or in-person withdrawals/transfers are not included in these transaction limitations. An Excessive Transaction Fee (see below for the current fee) may be assessed for each transaction in excess of these limitations. Please refer to your Depositor's Agreement for additional details.*

Excessive Transaction Fee - \$9.00

Notice Requirement – As required by federal regulations, we reserve the right to require you to provide written notice at least seven (7) days prior to an intended withdrawal from your Account.

Early Closeout Fee – A \$15.00 early closeout fee will be assessed if the Account is closed within 180 days of the Account opening date.

SECTION B

Lock Haven-1
1370-C Hwy. A-1-A
Satellite Beach, FL 32937
USA

Voice: (321) 779-0340
Fax:

QUOTATION

Quote Number: 4/18/23-1
Quote Date: Apr 18, 2023
Page: 1

Quoted To:

Montesito CDD
208 Montesito Dr
Satellite Beach, FI 32937

Customer ID	Good Thru	Payment Terms	Sales Rep
Montesito CDD	5/18/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Service call	70.00	70.00
12.00		RX Mortise cylinders (Doors with panic bars)	45.00	540.00
8.00		RX regular key cylinders (for levers & deadbolt locks)	45.00	360.00
1.00		Single cylinder deadbolt (Kitchen door)	40.00	40.00
1.00		Double cylinder deadbolt (Gym door from club house)	60.00	60.00
20.00		RX rekey & Mk (MK & Sub key)	60.00	1,200.00
10.00		RX keys cut (Possible stamped if requested) (3 MK & 7 sub keys)	5.00	50.00
5.00		Hrs labor to remove all old cylinders & replace with RX new cylinders ***50% WILL BE REQUIRED UP FRONT TO ORDER LOCK HARDWARE & SCHEDULE WORK TO BE COMPLETED *** ***THIS PROPOSAL IS ONLY FOR WORK SPECIFIED DOES NOT INCLUDE ANY REPAIRS OR REPLACING OF EXISTING HARDWARE DUE TO WARE & TARE*** ***IF APPROVED PLEASE SIGN & EMAIL BACK TO ME FOR OUR RECORDS*** *** WHEN I RECEIVE THE SIGNED PROPOSAL & 50% I WILL ORDER HARDWARE. ONCE I RECEIVE HARDWARE I WILL SCHEDULE WORK***	70.00	350.00
			Subtotal	2,670.00
			Sales Tax	
			TOTAL	2,670.00