



**MONTECITO
COMMUNITY DEVELOPMENT
DISTRICT**

**BREVARD COUNTY
REGULAR BOARD MEETING
OCTOBER 11, 2023
9:30 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.montecitocdd.org
561.630.4922 Telephone
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**AGENDA
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Montecito Beach Club

208 Montecito Drive

Satellite Beach, Florida 32937

REGULAR BOARD MEETING

ZOOM LINK: [HTTPS://US02WEB.ZOOM.US/J/3341025012](https://us02web.zoom.us/j/3341025012)

CALL IN: (305) 224 1968 MEETING ID: 334 102 5012

October 11, 2023

9:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments From the Public Related to Agenda Items (Limited to 3 Minutes per Person)
- F. Approval of Consent Agenda
 - 1. September 6, 2023 Regular Board Meeting Minutes.....Page 2
- G. Approval of District Engineer
 - 1. Consider Approval of District Engineer Agreement with Culpepper & Terpening.....Page 12
- H. Landscape and Irrigation Report
 - 1. ProGreen.....Page 24
- I. Old Business
 - 1. Status of Rock Installation by Vue Fence – 50% Cost Share Offer
 - 2. Status of Consumptive Use Permit (CUP) Compliance
 - 3. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
 - 4. Status of District Litigation – Insurance Agent Updated by New District Manager
- J. New Business
 - 1. Discussion Regarding District Website and Emails
 - 2. Consider Resolution No. 2023-19 – Adopting a Records Retention Policy.....Page 28
 - 3. Consider Resolution No. 2023-20 – Public Funds Official Custodian.....Page 32
 - 4. Consider Approval of Hoover Pumps Maintenance Agreement.....Page 33
- K. General Manager’s Report and Related Business Items
 - 1. General Manager’s Report.....Page 37
 - 2. Consider Approval and Ratification of Priority Purchase – Insight Irrigation – East Clock Replacement.....Page 39
 - 3. Consider Approval of Safety Issue – Control Panel Replacement – Coquina.....Page 40
 - 4. Consider Approval of Pump/Motor/Cable Replacement – Coquina.....Page 41
 - 5. Consider Approval of Lake/Pond Maintenance.....Page 42

6.	Consider Approval of Pump/Motor Replacement – Pacifica.....	Page 52
7.	Discussion of Sign Design Preferences.....	Page 53
8.	Discussion Regarding Jasmine Test Locations.....	Page 58
9.	Discussion of Prior Approval to Remove Poinciana Trees.....	Page 60
10.	Discussion Regarding Original Arbor Letter.....	Page 62
L.	Administrative Matters	
	1. Legal Report	
	2. Engineer Report	
	3. Managers Report	
M.	Board Member Requests	
	1. Distribution of a SFH 'Handbook' to Residents	
N.	Comments From the Audience	
O.	Announcement of Next Scheduled Board Meeting	
P.	Adjourn	

Ad#5835202 09/29/2023 BOARD OF SUPERVISORS' MEETING DATES MONTECITO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 The Board of Supervisors of the Montecito Community Development District (the "District") will hold their regular meetings for fiscal year 2023/2024 at 9:30 a.m. at Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida 32937, on the following dates: October 11, 2023 November 8 , 2023 December 13 , 2023 January 10, 2024 February 14, 2024 March 13 , 2024 April 10, 2024 May 8 , 2024 June 12, 2024 July 10, 2024 August 14, 2024 September 11, 2024 The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the Agendas for any of the meetings may be obtained from the District's website at www.montecitocdd.org or by contacting the District Manager at 1-877-737-4922 five (5) days prior to the date of the particular meeting. There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office. Any person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Meetings may be cancelled from time to time without advertised notice. District Manager MONTECITO COMMUNITY DEVELOPMENT DISTRICT www.montecitocdd.org

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on Thursday, September 6, 2023 at 9:30 a.m. via Zoom 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 <i>by phone</i>	Assistant Secretary
Eric Smith	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Pawelczyk	District Counsel
Denisse Grimm	General Manager
Lea Stokes	Vesta Property Services
Rusty Kahoe	ProGreen Landscape
Tod Wodraska	Special District Services
Residents	

The following is a summary of the discussions and actions taken at the September 6, 2023 Montecito Community Development District Board of Supervisors regular meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 9:30 a.m. and called the roll. Four Supervisors were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

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

Mr. Todd Wodraska with Special District Services introduced himself and his team to the Board and stated that they will talk to the Board more as the meeting goes on.

THIRD ORDER OF BUSINESS

Landscape and Irrigation Reports

A. ProGreen

Mr. Kahoe stated that he could answer any questions on the report. He provided an update on the irrigation; they got a note from Angie from Insight and they have a section that is down on Monterey Dr. and they are working on that now, and Nate is scheduled to be there tomorrow to look at that.

Mr. Kahoe noted that they are capping the existing well next to the west controller, and they do not know how long that will take. Once they cap that it will be another two weeks or three weeks before they drill the new well.

Mr. Wellman asked about the status of the weeds and the muhly grass. Mr. Kahoe explained that the weeds are growing in the ornamental grass, and it is very difficult to get the weeds out. The weeds have to be handpicked out. Right now they are working on coming up with a couple plans. One option is looking for a way to chemically treat the weeds without having an issue with the water. He stated if they hand pull them out, they come back because they can't get low enough to the source of where the weed is coming from. Another option is during the fall trimming all the grass down and pull out the weeds when they can get further down into the root area. They are working on solutions.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Minutes of the August 2, 2023 Board of Supervisors Meeting**
- B. Balance Sheet and Income Statement**
- C. Assessment Receipts Schedule**
- D. Check Register**

Mr. Flint presented the minutes of the August 2, 2023 meeting, the unaudited financial statements, Special Assessment Receipt Schedule for Fiscal Year 2023 and the Check Register. Ms. Glynn stated that she sent in corrections to the minutes, and she wanted to make sure those were incorporated. Mr. Flint suggested that they approve the consent agenda subject to Ms. Glynn's comments to the extent they are not already included.

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

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel**

Mr. Pawelczyk had nothing further to report to the Board.

B. District Engineer

Mr. Flint noted that they did not currently have an engineer.

C. District Manager**i. Presentation of Insurance Proposals**

Mr. Flint stated that they had an item pending regarding the District's insurance and he noted that this was previously talked about at their July meeting. He stated that initially they received a proposal from their current provider, Florida Insurance Alliance, for budgeting purposes. They also went out and solicited a proposal from PGIT. FIA had an appraisal done of the property within the District to make sure the insured values of the District were correct. Mr. Flint noted that the property coverage value for FIA is lower than PGIT, PGIT was using the current insured value which was not an appraised value. FIA had an appraisal done and that value came down some. FIA is the lower price, lower by \$5,735. Mr. Flint stated that GMS's suggestion was to stay with their current provider FIA. Mr. Flint explained that their current policy expires this month which is why he added it to the agenda.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor the FIA Insurance Proposal was approved.

D. General Manager

Ms. Grimm introduced Branda and she presented a ticket system done by Vesta. Brenda showed the Board what the website would look like and what the residents would see. She also showed the Board what the ticketing system would look like from Vesta's point of view.

Ms. LeCesne reminded the Board that the last system was going to be \$3,000 for implementation and \$300 a month. She stated that this was \$750 for implementation and \$200 per month after that. Mr. Henson asked Brenda if they were willing to lock that price in for a period of time, and Brenda stated that they would be able to lock that in for a certain period of time but there might be increases if there are more features, they are interested in. Mr. Kahoe noted that the current system didn't allow for large photos, and he asked if their system had photo requirements. Brenda stated that so far, they have not had any issues with the photo size.

Mr. Flint asked for any public comments on this item since it was not included in the agenda, there were no public comments.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor the Authorizing Staff to Contract with Vesta for their Ticketing System was approved.

Ms. Grimm reviewed the General Manager's report which was included in the agenda. Ms. Grimm stated that she noticed there is nobody doing active light checks in the evening. Now that we're getting into the fall season, Vesta has a maintenance team that is able to come out after hours and perform a full light check of the community to make sure that all the street lights are functional, landscaping lights, entryway lights, etc. And they estimated two hours to do that and the cost is \$65 per hour. They would give me a list of items that need to be repaired, and then electric said that they would be able to come out and take care of all of that for us.

i. Change General Manager's Hours from 9 AM – 5 PM to 8:30 AM – 4:30 PM

Ms. Grimm requested that her hours change from 9:00 a.m. to 5:00 p.m. to 8:30 a.m. to 4:30 p.m. Ms. Glynn asked that the signage be update to reflect the time change.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor Changing the General Manager's Hours from 9 AM – 5 PM to 8:30 AM – 4:30 PM was approved.

ii. Rock and Mulch Plan – 2023 to 2026 Locations/Maps 7/12 Meeting

Ms. Grimm reviewed the Montecito Rock/Mulch Plan 2023-2026 which was included in the agenda package for review.

iii. Ancillary Mulch Locations – Locations/Maps of Additional Locations

Ms. Grimm stated that the ancillary mulch location maps were included in the agenda package for Board review.

iv. New Umbrellas Check Out Policy

Ms. Grimm stated that she included the umbrella checkout policy for the Board to review on page 166 of the agenda.

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor the Montecito Proposed Umbrella Policy dated August 10, 2023 was approved.

v. Vesta Website Presentation

*This item was discussed under the General Manager's report.

SIXTH ORDER OF BUSINESS

Business Items

A. Items for Board Consideration

i. Estimates and Proposals

1. ProGreen Estimate 5347 Lava Rock and Brown Mulch Install Per Current Budget for 2023 7/12 Meeting

Ms. Grimm noted that this estimate was included in the agenda for Board review.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor the ProGreen Estimate 5347 Lava Rock and Brown Mulch Install Per Current Budget for 2023, was approved.

2. ProGreen Estimate 5346 – Poinciana Trees Removal/Plant Japanese Blueberry Trees

Ms. Grimm noted that this estimate was included in the agenda for Board review. Ms. LeCesne asked if Japanese Blueberry trees were messy or if they cause any issues and Mr. Flint answered no. Mr. Kahoe noted that the Japanese Blueberry trees were about half the size of the current Poinciana trees. Mr. Wellman agreed that the Poinciana needed to be pruned back, but he did not agree with removing those trees.

On MOTION by Ms. LeCesne seconded by Ms. Glynn the ProGreen Estimate 5346 – Poinciana Trees Removal/Plant Japanese Blueberry Trees by roll call vote:
 Supervisor Henson: Aye
 Supervisor Wellman: Nay
 Supervisor Smith: Aye
 Supervisor Glynn: Aye
 Supervisor LeCesne: Aye
 Motion Passed 4-1.

3. Verge & Common Areas Landscaping

a. ProGreen Estimate 5349 – Replace Sod with Jasmin – Verge areas 45 per map 7/12 Meeting

b. ProGreen Estimate 4816 – Replace Sod with Sod – Verge Area

Ms. Grimm noted that this estimate was included in the agenda for Board review. Ms. Grimm stated that there were 45 areas that needed to be redone. Ms. Grimm stated that the jasmine

would be \$27,450 for the 45 verge areas versus the sod which would be \$12,000. Ms. Glynn and Ms. LeCesne asked about implementing a pilot program to test an area to see how well it does.

Mr. Henson offered to be the landscaping liaison for a trial period. After Board discussion, they decided for 60 days to have Mr. Henson be the landscaping liaison.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor Authorizing Supervisor Henson to Consult with Denise and Rusty on Preapproved and Proposed Landscaping and Irrigation Items and Authorizing Supervisor Henson to Participate in Walkthroughs and Related Landscaping Meetings with Staff until the Board decides otherwise, was approved.

Board consensus was to approve a \$10,000 not to exceed amount to test a pilot area for sod replacement. Mr. Henson will work with staff to bring back a proposal for the remaining replacement at a future meeting.

On MOTION by Ms. Glynn seconded by Mr. Henson with all in favor a NTE of \$10,000 for Pilot Program of Sod and Jasmine Replacement, was approved.

4. **Buffers Between Villas Per 7/12 Request**
 - a. **ProGreen Estimate 5348 – Grass to Buffer**
 - b. **Secure Fence and Rail Quote – Concrete Bollards as Buffer**

Ms. Grimm noted that this estimate and quote for buffers were included in the agenda for Board review. No action was taken on this item.

5. **ProGreen Estimate 5289 – Removal of 2 Royal Palm Trees**
6. **Replacement Planters**

Ms. Grimm noted that this estimate was included in the agenda for Board review. The cost to remove the two palms is \$3,000 and the planters are \$89 a piece.

On MOTION by Mr. Smith seconded by Ms. Glynn with all in favor the ProGreen Estimate 5289 – Removal of 2 Royal Palm Trees and Purchase of Replacement Planters Not to Exceed \$3,712, was approved.

7. **Paradise Signs and Graphics Estimate – Clubhouse Signage and Mission Bay ‘No Parking’ Signs (Sample Picture of Possible Clubhouse Signage Included)**

Ms. Grimm noted that this estimate was included in the agenda for Board review. Ms. Grimm noted that the \$2,151.33 was inclusive of new towing signs that are aluminum for the entryways, the signage on Mission Bay, and signage for the entry way for the exterior of the Clubhouse, signage for the game room hours, fitness room hours, and replacing the paper signs about wiping down equipment.

On MOTION by Ms. LeCesne seconded by Ms. Glynn with all in favor the Paradise Signs and Graphics Estimate – Clubhouse Signage and Mission Bay ‘No Parking’ Signs, was approved.

8. Golf Cart

a. Golf Carts Unlimited Quotations – Costs for Used and New Cart

b. Current Cart Repair – See General Manager’s Report

Ms. Grimm noted that this estimate was included in the agenda for Board review. Ms. Grimm noted that the golf cart broke and it is in the shop now, the cost to repair it is \$1,300.80. Ms. Grimm stated that she was also researching new golf carts and a company has offered a \$1,500 trade in value for the CDD’s existing golfcart.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor a NTE amount of \$9,000 to Purchase a Golf Cart, was approved.

After Board discussion, their decision was to delegate authority to Mr. Smith to make a final decision regarding the golf cart.

9. Brevard Pools Proposal – Install Hayward Cat 2000 Chemical Controller

Ms. Grimm noted that this estimate was included in the agenda for Board review. Board decision was to replace the controller. The Proposal total was \$4,495.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor the Brevard Pools Proposal – Install Hayward Cat 2000 Chemical Controller, was approved.

10. Cascade Fountains Proposal – Pacifica Fountain 5hp Motor Installation

Ms. Grimm noted that this estimate was included in the agenda for Board review. Ms. Grimm noted that the 5hp motor and pump on Lake Pacifica failed on the lake fountain.

Resident interrupted the meeting out of order to ask how many cars someone can have parked in the community. Ms. Grimm noted that residents cannot have cars parked on the street ever.

Ms. Grimm brought the proposals back to the board for the fountain repair and replacement. Mr. Henson made a motion to approve the proposal but there was no second and the motion died due to lack of a second. No action was taken by the Board at this time, this item will be put on the next meeting agenda.

11. Speed Bumps

a. Burton Asphalt and Services Proposal – Install

b. All Brevard Asphalt – Install 12 Asphalt Bumps

Ms. Grimm noted that this proposal was included in the agenda for Board review. No action was taken, as the Board would like to get a survey done for the community before they make a decision on this item. Mr. Wellman suggested that they wait for a traffic engineer to give them feedback, and his opinion was that 12 speed bumps was a lot for their community.

ii. District Management Transition

1. Agreement with Special District Services, Inc. for Services Management and Validation

Mr. Flint presented the agreement with SDS for management services. The Board had no questions on the agreement.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor the Agreement with Special District Services, Inc. for Services Management and Validation, was approved.

2. Resolution 2023-16 Authorizing Electronic Signatures and Check Signatories

Mr. Wodraska stated that this was to authorize check signers. He reviewed their check signing and approval process at SDS.

On MOTION by Mr. Smith seconded by Mr. Henson with all in favor Resolution 2023-16 Authorizing Electronic Signatures and Check Signatories, was approved.

3. Resolution 2023-17 Adopting the Fiscal Year 2024 Meeting Schedule

Mr. Wodraska noted that there was a conflict with the Montecito meeting schedule and the SDS schedule. The Board consensus was to change the meeting to the second Wednesday at 9:30 a.m.

On MOTION by Mr. Smith seconded by Ms. LeCesne with all in favor Resolution 2023-17 Adopting the Fiscal Year 2024 Meeting Schedule amending the dates to the second Wednesday of the month at 9:30 a.m., was approved.

4. Resolution 2023-18 Providing for the Removal and Appointment of District Officers

Mr. Wodraska reviewed the resolution for the Board.

On MOTION by Mr. Smith seconded by Ms. LeCesne with all in favor Resolution 2023-18 Providing for the Removal and Appointment of District Officers, was approved.

5. Discussion Regarding District Website and E-mails

Mr. Wodraska stated that they would be switching everything over to their website.

iii. Request from Resident for School Use of Pool for Swim Practice

Ms. Grimm reviewed the request, noting that the resident requested the pool on Wednesdays between 4:00 to 5:00 p.m. for around 30 kids. The kids are middle school aged. District Counsel had discussion with the Board about getting an agreement with the school, the insurance that would be required, liability etc.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor Denying the Resident Request for School Use of Pool for Swim Practice was ratified.

iv. Review and Ranking of Proposals for Professional Engineering Services

Mr. Flint noted that they only received one response from Culpepper & Terpening, Inc. He noted that they could accept the proposal or deny and reissue the RFP. District Counsel will bring back an agreement to the next meeting.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor Ranking the Proposals for Professional Engineering Services with Culpepper & Terpening Ranked #1, was approved.

B. Discussion Items

i. Bush Heights and Trimming by Landscaper (Requested by Supervisor Henson)

Ms. Grimm asked Mr. Henson if he would like to make changes to the heights or keeping the same scope. Mr. Henson discussed his opinions about the heights of the bushes.

ii. Parking Violations at 742 Carlsbad Drive

Ms. Grimm stated that there was a homeowner on Carlsbad Drive who has received a couple violations. She noted that they had guests park for 6 hours then leaving and then parking overnight. Resident addressed the Board regarding the homeowner who had been parking across from his house.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

Audience Comments

Mr. Wodraska stated that the meetings need to move along quicker. He stated that meetings should not last 3½ hours.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting

The next meeting would be held on the second Wednesday of October.

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

DISTRICT ENGINEER AGREEMENT

THIS DISTRICT ENGINEER AGREEMENT is entered into this _____ day of _____, 2023, by and between the MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “District”), and CULPEPPER & TERPENING, INC., a Florida corporation, whose address is 2980 South 25th Street, Fort Pierce, FL 34981 (the “District Engineer”), and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the District solicited for qualifications from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the District Engineer submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to engage the District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applied and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
 - 1. Preparation of any necessary reports and applications.
 - 2. Attendance at meetings of the District's Board of Supervisors.
 - 3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
 - 4. Performance of any other duties related to the provision of infrastructure and services as requested by the District Board of Supervisors (the “Board”).
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the Board. This may also

include, but is not limited to, rendering assistance in the drafting of forms, proposal and contacts, issuance of certificates of construction and payment, assisting and/or supervising the bidding processes, and any other activity required by the Board.

C. The District Engineer shall, when authorized by the board, provide general services during the construction phase including, but not limited to:

1. Periodic visits to the site, or full-time construction management services, as directed by the District.
2. Processing of contractors' pay estimates.
3. Final inspection and requested certificates for construction including the final certification of construction.
4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which District Engineer is named as owner's representative or "District Engineer".
5. Any other activity related to construction as authorized by the Board.

D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of Services or projects under the contract shall be at the sole option of the District.

ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- 3.1 Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- 3.2 Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Exhibit "A" (the "Fee Schedule") shall remain in effect. On the third anniversary date of this

Agreement, and every third year thereafter, the parties may renegotiate the Fee Schedule.

ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- 4.1 Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- 4.2 Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market

conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the District Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the District Engineer shall be acting as an independent contractor. Neither the District Engineer nor employees of the District Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The District Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the District Engineer, if any, in the performance of this Agreement. The District Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the District Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (incl. contractual)	\$1,000,000/\$2,000,000
Property Damage (incl. contractual)	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
Bodily Injury	
Property Damage	
Professional Liability for	
Errors and Omissions	\$1,000,000

District Engineer shall provide district with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

The District Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement

ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The District Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement

ARTICLE 13 INDEMNIFICATION

The District Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The District Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the privileges, protections, and limitations on liability afforded the District pursuant to Section 768.28, F.S., the doctrine of sovereign immunity, or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

A. The District Engineer 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 District Engineer 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 District Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the District Engineer transfers all public records to the District upon completion of the Agreement, the District Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the District Engineer keeps and maintains public records upon completion of the Agreement, the District Engineer 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. The District Engineer 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 District Engineer, the District Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. The District Engineer acknowledges that should the District Engineer fail to provide the public records to the District within a reasonable time, the District Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FL 33410
TELEPHONE: (561) 630-4922
EMAIL: bsakuma@sdsinc.org**

ARTICLE 15 EMPLOYMENT VERIFICATION; E-VERIFY

The District Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and control Act of 1986, of all persons it employs in the performance of this Agreement. The District Engineer, on behalf of itself and its subconsultants and subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The District Engineer 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 District Engineer agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. District Engineer 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 District Engineer 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 District Engineer shall require an affidavit from each subcontractor/subconsultant providing that the subcontractor/subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The District Engineer 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/subconsultant of the District Engineer 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 shall promptly notify the District Engineer and order the District Engineer to immediately terminate its subcontract with the subcontractor/subconsultant. The District Engineer 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 District Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

ARTICLE 16 CONTROLLING LAW

The District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Brevard County, Florida.

ARTICLE 17 WAIVER OF JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 18 ASSIGNMENT

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such

independent professional associates and consultants, as the District Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 19 AMENDMENT

Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the Agreement, the District Engineer shall not perform any further services unless directed to do so by the Board in writing.

ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Culpepper & Terpening, Inc.
2980 South 25th Street
Fort Pierce, FL 34981
Attn: James P. "Butch" Terpening

If to District

Montecito Community Development District
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Attention: District Manager

With a Copy to:

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

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

ARTICLE 22 RESPONSIBLE VENDOR DETERMINATION

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

ARTICLE 23 RECOVERY OF COSTS AND FEES

In the Event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 24 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

ARTICLE 25 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Attest

Print: _____
Chairperson/Vice Chairperson

Print: _____
Secretary/Assistant Secretary

Date: _____, 2023

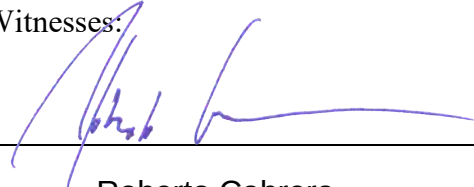
CULPEPPER & TERPENING, INC.



Print: Stefan K. Matthes, PE

Title: Sr. Vice President

Date: October 3, 2023

Witnesses:


Print: Roberto Cabrera



Print: Thomas P. Kiernan, PSM

Exhibit "A"

Culpepper & Terpening, Inc.

Hourly Personnel Billing Rates

PROFESSIONAL SERVICES	RATE
Principal Engineer, P.E.	\$ 265.00
Sr. Project Manager, P.E.	\$ 210.00
Principal Planner	\$ 195.00
Sr. Project Manager	\$ 165.00
Project Manager	\$ 125.00
 ENGINEERING	
Sr. Project Engineer, P.E.	\$ 175.00
Project Engineer, P.E.	\$ 165.00
Project Engineer, EI, II	\$ 135.00
Project Engineer, EI, I	\$ 110.00
 CADD/GIS	
Sr. Engineering Designer	\$ 155.00
Sr. Engineering Technician	\$ 125.00
Engineering /GIS Technician	\$ 100.00
 SURVEY	
Sr. Project Surveyor, P.S.M.	\$ 185.00
Drone Survey Crew	\$ 175.00
GPS Survey Crew	\$ 165.00
Survey Crew	\$ 145.00
Sr. Surveying Technician	\$ 95.00
Surveying Technician	\$ 85.00
 ADMINISTRATION	
Project Administrator/CSS	\$ 125.00
Administrative Services	\$ 65.00
 Outside Services and Application Fees	Cost +20%

Date: 9/29/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Weekly:

Met with Denisse each Tuesday to complete landscaping inspections.

Daily Task:

9/7/23 -Installed and buried in conduit 100' of 2 wire behind 619 Monterey Street to 639 Monterey Street to repair outage.

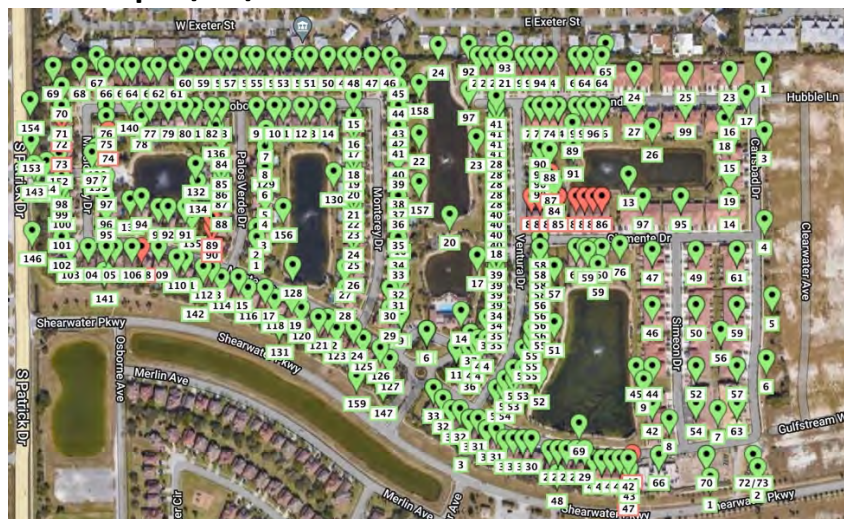
9/20/23 – Completed wet check inspections of the CDD irrigation.

9/23/23 – Removed 8 trees in the CDD areas of the single-family section and townhomes. Stumps are scheduled for removal the first week of October.

9/27/23 – Notified Denisse that the East Controller was not longer working. We are coordinating with Insight and Denisse to restore service as soon as possible.

9/29/23 – Finalize for approval the locations of the jasmine and sod project installation sections of the verge areas.

Current Irrigation Map: 9/29/23



Maintenance Service Schedule:

Service date for October is on Wednesday and Thursdays. We are moving to our off-season schedule of service every other week.

- Mowing Schedule for October – 11&12, and 25&26. Subject to change depending on weather.
- Detail schedule for October – 4&5- and 18&19-CDD
- Bed Weed Treat areas as necessary.

Montecito – CDD Enhancement Estimates

Well abandonment and new install.

Install Rock along the Vue fence on Carlsbad.

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status	Area
1-Sep	1-Sep	1-Sep	136 Clemente Drive	Maintenance	Please instruct ProGreen grounds crew to stop using chemical treatment on overgrown grass in my front plant bed.	Met with Denisse and determined the area in question is in the HOA section and wasn't treated by ProGreen.	Closed	CDD
2-Sep			710 Ventura Dr	Maintenance	Poinciana tree branches are rubbing on my house when the wind blows from south. If it goes much more animals could get on my roof. Please get this tree trimmed very soon. Also it is so low that it's hanging down and restricting sidewalk traffic. See photos.	Submitted a proposal to the board to approve trimming and or removing the trees.	Pending	CDD
2-Sep			710 Ventura Dr	Irrigation	Sprinkler head on CDD property is bent over at a 45 degree angle. It needs to be repositioned. Location is just south of my address near the big poinciana tree.	Sent to the technicians for repair or replacement.	Pending	CDD
5-Sep	5-Sep	5-Sep	688 Monterey Dr	Maintenance	Good morning. We have enjoyed the new landscapers. Overall, they're doing a fantastic job. However, they leave my back patio full of grass along with our patio furniture. We did not have this issue with the other landscapers. I would appreciate if they could blow off our back patio after lawnmower's . I took the photo today. This is several days after the landscapers, I also had broomed most of it off Thank you.	Will advise the crew to inspect the back yard patios	Closed	HOA
15-Sep	15-Sep	15-Sep	688 Monterey Dr	Irrigation	I've attached a photo of part of my yard that is starting to die. I'm assuming that there is a sprinkler issue because the rest of the yard is thriving. Can you please have somebody look into this? I don't want it to get out of hand again.	Replaced one 6" pop up and 1 nozzle	closed	CDD
19-Sep	27-Sep	27-Sep	145 Redondo drive	Irrigation	Two sprinkler heads exploded raining a massive fire hydrant like spout out of the ground and was spewing reclaimed sewer water all over my brick patio and backyard all in very close proximity to my house. It was disgusting and the smell was horrible. Grime is now baked onto brick. There were two of them broken and spewing water, needs to be repaired immediately before sprinklers are turned on again and floods my property. At one point the fountain was shooting up from the ground roughly 6ft (my height). I was up at 330AM this morning to hear it happening and did what I could to keep the water away from my house before it finally shut off an hour after it started. MUST BE FIXED IMMEDIATELY.	Located and replaced two damaged heads along the side of the house. After we were notified that the original request was for the HOA areas.	Closed	CDD

Date Received	Date Scheduled	Date Completed	Address	Category	Notes	Follow up Notes	Item Status	Area
21-Sep	22-Sep	22-Sep	688 MONTEREY DR	Maintenance	are the new landscapers skipping the walkway from single family homes to playground/clubhouse area?	We are not skipping the area. The area was serviced but an afternoon rainstorm pushed debris back on to the sidewalk. We are working on a quote to install edging along these areas to hopefully prevent this in the future.	closed	CDD
24-Sep	25-Sep	28-Sep	93 MONTECITO DR	Irrigation	CDD Easement area behind townhomes 93 and 79 Montecito Dr work, but the timer is not working. Someone came out and checked the sprinklers and they do in fact work, but they do not automatically go off with the timers.	Since the East Controller is down we cannot verify what the timer is doing at this time. We manually checked and the system is operational	Closed	CDD
26-Sep	27-Sep	27-Sep	749 Monterey Drive	Maintenance	The community lawn service cut down three trees this past Saturday 9/23 on the houses on either side of my property. The machine was parked right in front of my driveway which was fine but a huge oil spill was left in the street by the curb right in front of my house. They did a great job cleaning up all the debris but this oil stain is really visible.	There is a small spot on the street from where the crews were working we are working to get this removed.	Pending	CDD
26-Sep	27-Sep	27-Sep	459 Montecito Dr.	Irrigation	Our sprinklers are spraying directly on our cars from both sides of the driveway. We need the nozzles to be turned away from our cars and the other nozzles to be turned down so we aren't getting the pond water sprayed directly on our cars.	Adjusted two spray heads	Closed	CDD
29-Sep	29-Sep	29-Sep	164 Redondo Drive	Maintenance	Over the past few weeks I have noticed extensive grass clippings from landscaper's lawnmowers and edging machines remaining on sidewalks and driveways for days after the landscapers have complete their weekly obligations. Also, many tire marks from landscaper vehicles on sidewalks and driveways where there were none previously. Perhaps those performing their assigned tasks could be more conscientious in regards to Montecito and its residents as customers and deal with this situation more professionally.	We work very hard to ensure that our services are completed during each and every visit. Since the townhomes have two different service providers it is very difficult to determine the source unless more specific locations are note and or pictures.	Closed	CDD

RESOLUTION 2023-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 11th day of October, 2023.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary / Assistant Secretary

Print name: _____
Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

RESOLUTION NO. 2023-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING AN OFFICIAL CUSTODIAN OF THE DISTRICT'S PUBLIC FUNDS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the "District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required in connection with the business of the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") of the District is required to designate authorized staff and/or District officials to serve as the Official Custodian (the "Custodian), which Custodian may be an appointed or elected officer of the District who has plenary authority over funds in the accounts owned by the District, having such plenary authority to include the possession as well as the authority to establish/close deposit accounts and to make deposits, withdrawals, and disbursements; and

WHEREAS, the Board has selected Todd Wodraska of Special District Services, Inc., the management firm of the District, to serve as the Custodian, as required, on the District checking/operating accounts; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

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

Section 1. The above recitals are true and correct and incorporated as part of this Resolution as if set forth in full herein.

Section 2. Todd Wodraska is designated the Official Custodian of the District's public funds.

Section 3. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, THIS 11TH DAY OF OCTOBER, 2023.

ATTEST:

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairperson/Vice Chairperson



Date: 7/31/2023
To: Montecito Community Development District
Darrin Mossing
Subject: Hoover Maintenance Agreement, MA#6066
Contract Term: 12 months 11/1/2023 - 10/31/2024
Site IDs: #8563, #8721

Phone: (386) 257-2501

The Hoover Maintenance Program includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty



Date: 7/31/2023
To: Montecito Community Development District
Darrin Mossing
Subject: Hoover Maintenance Agreement, MA#6066
Contract Term: 12 months 11/1/2023 - 10/31/2024
Site IDs: #8563, #8721

Phone: (386) 257-2501

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

For Hoover Flowguard pump systems the Hoover Maintenance Program includes:

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

The following are the Flowguard Sites on this agreement

Site ID	Site Name	Model #
8563	Montecito Phase #3	HCF-25PDV-230/3-HMSR3L-Z
8721	Montecito Pump #1	HCF-40PDV-208/3-FHMSR3L-Z

Annual Price	\$4,580.00
Additional Adjustment Prorate site 8721 for 10 mo since covered under previous contract through 12/2023	\$381.67
Total Annual Price	\$4,198.33

****Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- ☐ YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- ☐ NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

Terms: This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply.

Accepted by:
Hoover Pumping Systems

Accepted by:
Montecito Community Development District

Lauren Hoover 7/31/2023

Signature/Date

Name Printed

P.O. Number (if required)

MANAGER'S REPORT MONTECITO CDD

Informational/Action Items completed:

1. General Admin, Maintenance, and repairs
 - a. The weekend representative has been completing general repairs.
 - i. Ladder to pool repaired.
 - ii. Painted new fitness door.
 - iii. Repaired weather stripping on some clubhouse doors.
 - iv. Treated AC in fitness with cleaning tabs.
 - v. Reorganized shed.
 - vi. Modified garage door to slide up farther.
 - vii. Patched potholes.
 - viii. Completed a light check in community.
 - ix. Changed lightbulbs in clubhouse and pool deck.
 - b. General office administration completed.
 - i. Submitted all important information for Vesta website.
 - ii. Change hours – update website and phone message. Completed.
 - iii. Obtained second opinion on Poinciana trees.
 - iv. Jasmine test plan created.
 - v. Scheduled meeting with Supervisor Henson for landscape review.
 - vi. Samples of signage sent to bos.
 - vii. Purchase a new golf cart and maintenance plan.
 - viii. Registered golf cart with Satellite Beach.
 - ix. Requested updates on website.
 - x. Updated homeowner about swim lessons being denied.
 - xi. Obtained estimates on pond/fountain maintenance.
 - xii. Scheduled fountain repairs.
 - xiii. Scheduled roof repairs.

Decisions for Board Members/estimates:

2. Priority – Insight Estimate to replace East and Clubhouse Controllers \$13,800.
Hunter no longer makes replacement parts. Currently – East controller not functional.
 - a. East Controller was left open in rainfall by Paradise. Cost to replace \$6900 approved by DM.
 - i. Saving east controller parts for Clubhouse controller.
 - b. Options for irrigation at Montecito:
 - i. Change the existing system completely.
 - ii. Have homeowners take over their own irrigation.
 - iii. Xero scape CDD areas.
3. Safety Issue – Control Panel on Coquina – needs replacement \$3,439.
4. Coquina – replaced pump and motor – electrical failed needs new cable \$4,534.00.

5. Lake/Pond Maintenance – Solitude Annual cost \$14,640 – estimate attached.
Crosscreek environmental \$7,140 Annually. **Discussion Item.**
6. Pacifica – tabled from 9/6/23 meeting. Needs motor and pump \$5,038.00.
7. Sign design preferences – Two board members have stated option #2 attached.
8. Jasmine test locations selected – map attached. Areas in blue were determined to be test locations. Some shade, some sun, some partial, some full sun. Green will be sod replacement based on the approved expense.
9. Poinciana tree removal – second opinion and costs associated.



09/28/2023

OWNER

AARON SMITH, PIC, CLIA,
CLWM, CID, CIC, CGIA



ADDRESS

36767 E Eldorado Lake Dr
Eustis, FL 32736

PHONE

352-434-5015

EMAIL

asmith@insightirrigation.com

WEB

www.insightirrigation.com



Attn: Montecito CDD
208 Montecito Dr,
Satellite Beach, FL 32937

IRRIGATION SERVICES PROPOSAL FOR MONTECITO CDD

Insight Irrigation proposes to replace the existing Hunter ACC at 66-76 Clemente. Hunter has stopped manufacturing ACC components and their support department does not assist with troubleshooting ACC products.

Should any component (modem, faceplate, module, etc.) on the ACC timers at Montecito fail, replacements may be impossible to locate.

A full list of parts is listed below:

East Clock

- A2C75DPP - Hunter ACC2 Decoder 75 Station with Plastic Pedestal
- A2CLTE – NLA - Hunter ACC2 Cellular Connection Module
- Grounding and surge protection

The cost for this is **\$6,900**. This includes all materials, labor, and installation.

The process will take up to a minimim one week to complete upon approval.

Accept_____initial
Decline

Agent

Date

Respectfully,
Aaron Smith ASIC
Owner, Insight

Job Card

7628 NW 6th Ave
Boca Raton, Florida 33487, United States
P.: (561) 994-3939
E.: jeannie@cascadefountains.com

MONTECITO

c/o VESTA PROPERTY SERVICES 208 MONTECITO DRIVE
SATELLITE BEACH, Florida 32940, United States
P.: 321-777-9460

E.: dgrimm@vestapropertyservices.com

Contact Person: DENISSE GRIMM

Customer Type:

Account Type: 30 DAYS

Date: 28-Jun-2023 08:00 AM

Fieldworker: Jonathan Hoskins

Job #: 17163

Type: UL Listed Control Panel

Priority: Medium

Status: Finished

Invoiced: No

Job Date & Time			Actual Job Date & Time			Site Address
Start	Finish	Duration	Start	Finish	Duration	
28-Jun-2023 08:00 AM	28-Jun-2023 04:00 PM	8:00:00	02-Aug-2023 11:43 AM	18-Sep-2023 09:13 AM	5:12:30	805 MONTECITO DRIVE, Florida, SATELLITE BEACH, 32937, United States

Products & Services:

Quantity	Description	Unit Price (\$)	Tax Rate (\$)	Sub Total (\$)
1.00	New 5hp UL Listed Electrical Control Panel	2,989.00	0.00	2,989.00
1.00	Labor To Install new UL Electrical Control Panel	450.00	0.00	450.00
Total:				\$ 3,439.00
(+) GST:				\$ 0.00
Grand Total:				\$ 3,439.00

Description:

Pacifica Lake Fountain: Approval install a new UL Listed GFI Protected 5hp, 230v, 1ph electrical panel for the fountain.

Completed Notes:

The 5 hp 230 v Single Phase motor has spun out of the motor. The amps are very low and there is no water being pumped. This panel will have to be replaced.

Pics are attached.

The 5 hp panel was completed today 9/13/23. The fountain has been flipped over using a hand winch. It began to rain. We will come back and finish this job when they approve the motor and pump.

Notes:

Date: 19-Sep-2023 02:02 PM

Quote #: 1858

MONTECITO

c/o VESTA PROPERTY SERVICES 208
MONTECITO DRIVE
SATELLITE BEACH, 32940
Florida, United States

Scope of work: Lake Coquina: Our Service Manager has advised that the power cable for the motor/pump system is damaged and can not be used. We will need to install 250' of 8/4 SOW Submersible power cable on the lake fountain.

Notes:

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
250.00	8/4 Submersible Pump/Motor Power Cable	13.57	0.00	3,392.50
2.00	A2 Splice Kit	128.50	0.00	257.00
1.00	Labor to install new SOW Power Cable	885.00	0.00	885.00
Sub Total:				\$ 4,534.50
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 4,534.50

Respectfully Submitted by,
Fountain Design Group

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

Signature:

Date of Acceptance

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

	Solitude	Crosscreek	Cascade	Ecor	
	Ponds /	Ponds /	Fountain	Ponds	
Item	fountains	Fountains	only	only	
Visual Inspections (see list)	Yes	No	No	No	
Monthly aquatic weed control	Yes	Yes	No	Yes	
Monthly shoreline weed control	Yes	Yes	No	No	
Trash removal	Yes	Yes	No	Yes	
Water quality testing (annual)	Yes	Yes	No	No	
Monthly Algae control	Yes	Yes	No	Yes	
Fountain Service - Quarterly	Yes	Yes	Yes	No	
Detailed service reports each visit	Yes	No	No	No	
Testing costs				\$ 2,600.00	
	\$ 14,640.00	\$ 7,140.00	\$ 1,920.00	\$ 6,360.00	\$ 10,880.00
Labor rate repairs	\$ 130.00	\$ 150.00	\$ 150.00		
Diagnostic Fee		\$ 250.00			

Inspection Items: Solitude only

Water levels
 Clarity/quality
 Turbidity
 Beneficial aquatic vegetation
 Nuisance vegetation
 Algae
 Pipes, inlets dams spillways, tracks trash
 Erosion
 Shoreline stablization
 Swales, outflowing/inflowing
 Vegitated Buffers
 Sedimintation
 Animal activity
 Fish habitat
 Mosquito breeding conditions
 Trash/debris

Fountain Service Solitude only

Amp test on motor
 Check voltage incoming/outgoing
 Test motor GFCI
 Test Contactor
 Test motor overload
 Check fuses
 Check wires, breakers electronics
 Check timer/adjust as needed
 Test lighting/breaker
 Check lighting timer/adjust
 Perform diagnostic as needed on all parts.

SERVICES CONTRACT

CUSTOMER NAME: Montecito CDD

SUBMITTED TO: Denisse Grimm

CONTRACT EFFECTIVE DATE: September 1, 2023-August 31, 2024

SUBMITTED BY: Stephen AmRhein

SERVICES: Annual Maintenance and Quarterly Fountain Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is \$14,640.00. SOLitude shall invoice Customer \$1,220.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. **INSURANCE AND LIMITATION OF LIABILITY.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
11. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Montecito CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

*1320 Brookwood Drive Suite H
Little Rock AR 72202*

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

*2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453*

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SCHEDULE A - SERVICES

Annual Maintenance

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the

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condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a *one (1) time per month* basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a *one (1) time per month* basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Trash Removal:

1. Trash will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Water Quality Monitoring:

1. Pond water samples will be taken and tested *one (1) time per year* for the following parameters:

Temperature	Dissolved Oxygen
pH	Alkalinity
Turbidity	Salinity
1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

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Pond Algae Control:

1. Pond(s) will be inspected on a *one (1) time per month* basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Fountain Maintenance Service:

1. Company will service each of the fountains four (4) times per year on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

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Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Crosscreek Environmental Inc.

111 61st Street East
Palmetto, FL 34221
admin@crosscreekenv.com

Estimate

Date	Estimate #
9/11/2023	10664

Name / Address

Montecito CDD
208 Montecito Drive
Satellite Beach, FL 32937
Denisse Grimm

* Estimate is good for 30 days.

Description

Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the six (6) ponds onsite, also includes quarterly fountain maintenance. Treatments to occur once a month for a total of twelve (12) visits per year.

Maintenance services to include the following:

- * Algae control
- * Floating vegetation control
- * Shoreline vegetation control
- * Submersed vegetation control
- * Aquatics consulting
- * Management reporting
- * Littoral shelf maintenance
- * Free retreats
- * Common trash pickup
- * Installation of up to 400 free beneficial aquatic plants per year
- * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor.
- * Quarterly maintenance of all fountains (6), does not includes replacement of broken components
- * Annual water testing per St. Johns requirements

Total maintenance cost = \$595/Month (\$7,140 annually)

Please sign and return if accepted

** All warranties exclude acts of God.

** A 3.5% processing fee will be added to all payments made by credit card.

Phone # (941) 479-7811 Fax # (941) 479-7812

www.crosscreekenvironmental.com

Date: 19-Sep-2023 11:03 AM
Quote #: 1854

MONTECITO
c/o VESTA PROPERTY SERVICES 208
MONTECITO DRIVE
SATELLITE BEACH, 32940
Florida, United States

Scope of work: Our Service Manager installed the new panel on the Lake Pacifica. At that time he found that the motor and pump on the lake fountain have failed. We will need to install a new 5hp, 230v, single phase motor and 5hp pump end on the fountain.

Notes: *We will warranty both the motor and pump for one year from the date of installation.

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
1.00	5hp, 230v, single phase motor installation	2,776.00	0.00	2,776.00
1.00	5hp Pump End	2,262.00	0.00	2,262.00
Sub Total:				\$ 5,038.00
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 5,038.00

Respectfully Submitted by,
Fountain Design Group

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

Signature:

Date of Acceptance

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

Signage option 1 color/style - Verbiage, hours etc. to be modified.

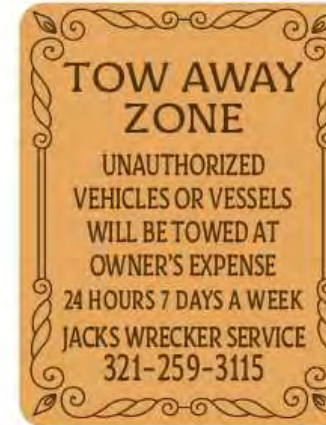
Managers Office Sign

11"

8.5"



18" x 24" Full Color Print on 3mm ACM
Mounted to Wall



Qty 2

36" x 24" Full Color Print on 3mm pvc
Mounted to Wall

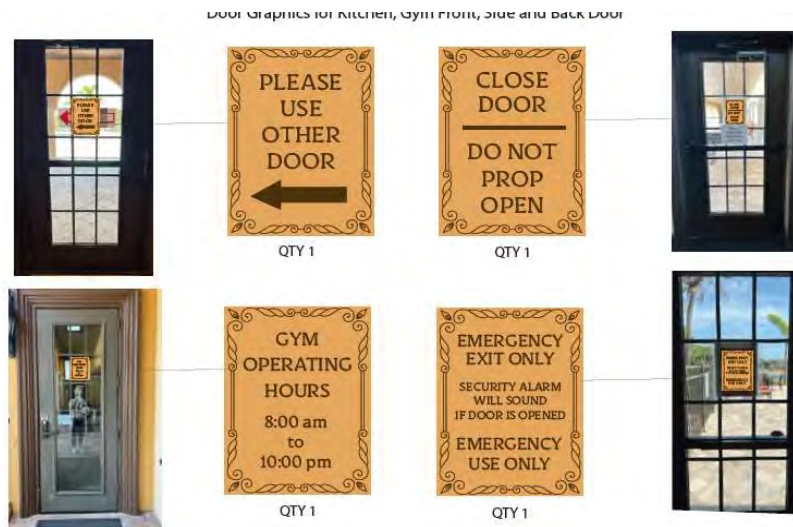


Qty 1

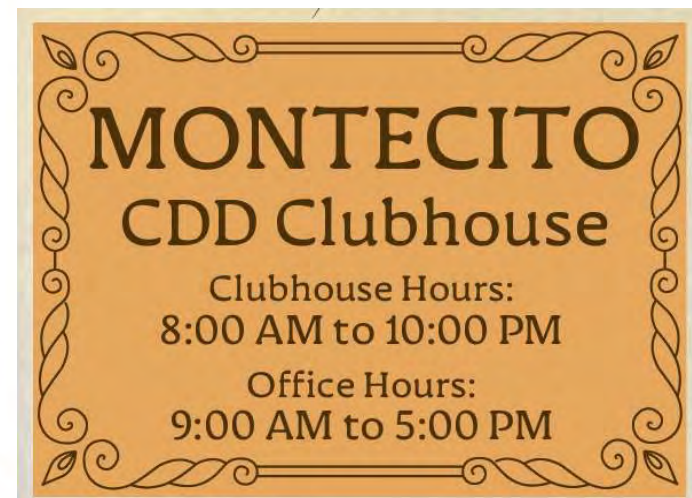




Qty 3



Qty 1



Signage option 2 color/style - Verbiage, hours etc. to be modified.

Door Graphics for Kitchen, Gym Front, Side and Back Door



QTY 1



QTY 1

24"

18"



Qty 3

Qty 2

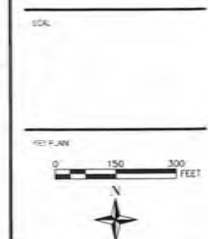


Qty 1





**EXHIBIT
MASTER PLAN**
MONTECITO CDD
CITY OF SANLEONE BEACH, FL



No.	DATE	BY	Description
DESIGNED BY: MAB APPROVED BY: RM DRAWN BY: RM DATE: OCT. 2018			

TITLE

MASTER PLAN

PROJECT NO. 99252049-MER13

1 OF 1

Jasmine Test Locations

Address	Date	Sq. Foot	Light/shade
155 Redondo		98	Sun/shade
153 Redondo		98	Sun/shade
151 Redondo		161	Sun/shade
145 Redondo		98	Sun/shade
Corner Redondo/Ventura		385	Sun/shade
722 Simeon		98	Full sun
719 Simeon		98	Full sun
730 Ventura		175	Shade
735 Ventura		98	Shade
740 Ventura		161	Shade
769 Monterey		336	Shade
		1806	

Sod Locations

Address	Date	Sq. Foot	Light/shade
51 Montecito		98	
259 Montecito		112	
334 Point Lobos		70	
335 Point Lobos		70	
434 Point Lobos		98	
639 Monterey		140	
759 Monterey		112	
677 Palos Verde		100	
696 Palos Verde		100	
727 Palos Verde		100	
89 Redondo		98	
94 Redondo		168	
786 Simeon - Corner		210	
785 Simeon - Corner		98	
735 Simeon		175	
116 Clemente		70	
766 Ventura		28	
770 Ventura		70	
748 Ventura		98	
733 Ventura		98	
731 Venutra		294	
727 Ventura		98	
726 Ventura		175	
722 Ventura		98	
680 Ventura		98	
736 Carlsbad		98	
744 Carlsbad		84	
		3058	

Montecito Poinciana Trees

I have found all the trees to be in various states of decline, from years of improper pruning cuts. These improper cuts have allowed fungal pathogens to enter the trees, causing branch die back in the canopies of all of them. I have found girdling roots on multiple trees which is an indication of potential failure in the future. There are multiple cracks in the branches and one tree has a large crack that has a potential fungal infection on the trunk. All the trees are showing chlorosis of the foliage which indicates nutritional deficiency along with tip dieback of the leaves. Some of the trees are showing signs of internal decay in their limbs as well. I recommend a proper pruning of 5 trees along with a quarterly plan of fertilization, insect, and disease control to mitigate the risks. I recommend removal of 1 tree all together because of the condition of the canopy and the risk involved with the proximity to parking, homes, and the mailbox. I have also included a proposal to remove all the Poinciana trees that I looked at as well.





Denisse Grimm

Subject: FW: Montecito Poinciana Arbor Report
Attachments: IMG_7095.jpeg; 20230721_095251_resized.jpg; 20230721_095230_resized.jpg; 20230721_095206_resized.jpg; 20230721_095152_resized.jpg; 20230721_095143_resized.jpg; Mature Tree Pruning Guide.pdf

From: Rusty Kahoe | Progreen Services <rustyk@progreenservices.net>
Sent: Wednesday, August 2, 2023 8:25 AM
To: Denisse Grimm <dgrimm@vestapropertyservices.com>; Darrin Mossing <dmossing@gmstnn.com>
Subject: Montecito Poinciana Arbor Report

See below the recommendations.

Thanks,

Rusty Kahoe
Business Development Manager | ProGreen Services
rustyk@progreenservices.net
Main office | 888.377.4144 ext. 722
Mobile | 404.644.4270

Good evening, Rusty,

It was great meeting with you at the Montecito community in Satellite Beach. Per our conversation, many of the poinciana trees in the public areas appear to have had large branches greater than 4 to 6 inch in diameter removed at one time plus more than 25% of the foliage remove at one time. Removal of greater than 25% of foliage increases opportunities for stress disease and decay. Photo #95152 shows the emergence of canker which is commonly found on over pruned trees. Photo 95251 show stub cuts which typically does not heal and creates opportunities of stress, disease, and possible internal decay.

I highly recommend the removal of all dead wood greater than 1 inch in diameter and limit any removal of green foliage. Branches must be removed at the branch collar. Increase all tree rings to at least 6' or greater with 3 inches of large pine bark mulch. This will reduce competition from turf. Please see attached UF Mature Tree Best Management Practices for more information. I also recommend Cambistat Tree growth regulator to slow decline and development of dead wood plus increase flowering.

Please feel free to call me if you have any questions or concerns.

Thanks,

Michael Diemer | Central and North Florida Territory Manager

[Rainbow Ecoscience](#)

ISA Certified Arborist FL-5966A, ISA Tree Risk Assessment Qualified

C: 407-702-4954 | Solution Center: 877-272-6747

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Sent from my Verizon, Samsung Galaxy smartphone