



**MONTECITO
COMMUNITY DEVELOPMENT
DISTRICT**

**BREVARD COUNTY
REGULAR BOARD MEETING
DECEMBER 13, 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
877.SDS.4922 Toll Free
561.630.4923 Facsimile

**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

December 13, 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. November 8, 2023 Regular Board Meeting Minutes.....Page 2
- G. Landscape and Irrigation Report
 - 1. ProGreen.....Page 9
- H. 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. Discussion Regarding Aquatic Maintenance.....Page 12
 - 5. Consider Proposals for Replacement of 400 amp Panel Board.....Page 38
 - 6. Discussion Regarding Resolution No. 2023-06 – Providing District Manager with Limited Discretionary Spending Authority.....Page 42
- I. New Business
 - 1. Consider Approval of First Amendment to Landscape/Grounds Maintenance Services Agreement.....Page 45
 - 2. Consider Acceptance of Donation of Clubhouse Kitchen Appliances.....Page 49
 - 3. Consider Resolution No. 2023-22 – Declaring Surplus (Kitchen Appliances).....Page 55
 - 4. Discussion of Budget and Expenditure Process.....Page 58
 - 5. Discussion of CDD Website Homepage
 - 6. Discussion of Vesta Ticketing System
 - 7. Discussion of Pond Debris/Trash
- J. General Manager’s Report and Related Business Items
 - 1. General Manager’s Report.....Page 59

2. Homeowner Request

3. Supervisor Request

K. Administrative Matters

1. Legal Report

2. Engineer Report

3. Managers Report

a. Financials.....Page 64

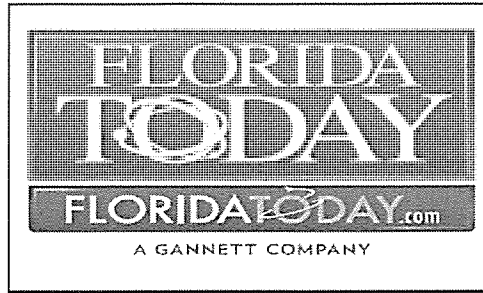
L. Board Member Requests

M. Comments From the Audience

N. Announcement of Next Scheduled Board Meeting

O. Adjourn

A Daily Publication By:



MONTECITO COMMUNITY DEVELOPMENT
2501 BURNS RD STE A

PALM BEACH GARDENS, FL, 33410

Ad#5835202 09/29/2023
BOARD OF SUPERVISORS'
MEETING DATES
MONTECITO COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said
legal clerk, who on oath says that he or she is a Legal
Advertising Representative of the **FLORIDA TODAY**, a daily
newspaper published in Brevard County, Florida that the
attached copy of advertisement, being a Legal Ad in the
matter of

Notice of Meetings

as published in **FLORIDA TODAY** in the issue(s) dated:
or by publication on the newspaper's website, if authorized,
on

09/29/2023

Affiant further says that the said **FLORIDA TODAY** is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and has
been entered as periodicals matter at the post office in
MELBOURNE in said Brevard County, Florida, for a period of
one year next preceding the first publication of the attached
copy of advertisement; and affiant further says that he or
she has never paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for
the purpose of securing this advertisement for publication
in the said newspaper.

Sworn to and Subscribed before me this 29th of September
2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: \$256.89

Ad No: 0005835202

Customer No: BRE-0000002006

This is not an invoice

of Affidavits 1

The Board of Supervisors of the
Montecito Community Development
District (the "District") will hold their reg-
ular meetings for fiscal year 2023/2024
at 9:30 a.m. at Montecito Beach Club,
203 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 com-
munity development districts. The meet-
ings 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 ob-
tained 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 par-
ticular 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 accommoda-
tions at this meeting because of a disa-
bility or physical impairment should con-
tact 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 con-
tacting the District Office.

Any person who decides to appeal any
decision made at the meeting with re-
spect to any matter considered at the
meeting is advised that person will need
a record of the proceedings and that ac-
cordingly, the person may need to en-
sure that a verbatim record of the pro-
ceedings is made, including the testimo-
ny 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

AMY KOKOTT
Notary Public
State of Wisconsin

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING MINUTES
NOVEMBER 8, 2023**

A. CALL TO ORDER

The Regular Board Meeting of the Montecito Community Development District (the “District”) was called to order at 9:30 a.m. at 208 Montecito Drive, Satellite Beach, Florida 32937.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Florida Today* on September 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Catherine LeCesne, Ed Henson, Tanja Glynn, Richard Wellman and Eric Smith.

Also in attendance were District Manager Frank Sakuma of Special District Services, Inc.; Attorney Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and General Manager Denisse Grimm of Vesta Property Services.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Sakuma asked for the following items to be added to the agenda:

- Landscape Meeting Notes – Ed Henson;
- Florida Door Control of Orlando: preventive maintenance proposal \$1,142.00;
- Florida Door Control of Orlando: gate renovations \$14,785.72;
- Complete Air & Heat: annual maintenance proposal: \$1,780.00.

There were no further additions or deletions to the agenda.

A **motion** was made by Ms. LeCesne, seconded by Mr. Henson and passed unanimously adopting the agenda as amended.

E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

Ms. Janice Beasley asked for the Board to waive the application fees for use of the amenity center during a December 10th community event. After discussion, Board consensus was to consider these types of requests on a case-by-case basis.

A **motion** was made by Mr. Wellman, seconded by Mr. Smith and passed unanimously waiving the room rental fees for the December 10th community event. The applicant was advised the application form was still necessary, and that no alcohol would be allowed at the event.

A Homeowner Request by Ms. Barbara Fowle was then considered at Board direction.

c. 136 Clemente – Request Removal of White Birds of Paradise from in Front of Their Home in CDD Area

Ms. Barbara Fowle asked for Board consideration to allow her to have trimmed, at her expense, a bird of paradise plant located on District property. After Board discussion, a **motion** was made by Mr. Henson, seconded by Ms. LeCesne and passed unanimously directing ProGreen to 1) trim the bird of paradise plant at 136 Clement; and 2) to evaluate and then bring back a recommendation to the Board for trimming all bird of paradise plants on District property.

Mr. Mark Nehiba commented on the issues of electric bikes travelling dangerously within the community, and the pedestrian gate repairs. Staff reported the gate repairs should be completed in the next several weeks. Board consensus was to have the District Engineer made aware of the traffic concerns and offer suggestions.

Ms. Carol Wellman complained about dirt bikes travelling on the sidewalks. Mr. Pawelczyk advised individuals to call 911 for any violations of the law.

Ms. Betsy Vincent asked about the proposed rocks along Carlsbad Drive; areas of brown and dying grass within common areas; and is pleased with the ongoing communication between the District and its residents and hopes it will continue.

Mr. Sakuma updated those in attendance with his efforts at asking the adjacent developer to the east to cost share in the rocks along Carlsbad Drive (*Status of Rock Installation by Vue Fence*). He hopes to have an answer for the Board by the next meeting.

Ms. Carol Wellman asked if the Board would have staff put up the Christmas tree with lights in advance of the December 6th decorating event. After Board discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Smith and passed unanimously to have the December 6th holiday decorating of the clubhouse coordinated with the General Manager.

F. APPROVAL OF CONSENT AGENDA

1. October 11, 2023, Regular Board Meeting Minutes

A **motion** was made by Ms. Glynn, seconded by Ms. LeCesne and passed unanimously approving all items under Consent Agenda.

G. LANDSCAPE & IRRIGATION REPORTS

1. ProGreen

Mr. Sakuma announced the report was included in the Board package and Mr. Kahue from ProGreen was in the audience to answer questions. Mr. Kahue answered several Board questions related to the irrigation system; wet checks; and fertilizer. Mr. Henson advised that the handout to Board members included elements of his meeting with ProGreen and Ms. Grimm.

H. OLD BUSINESS

1. Status of Rock Installation by Vue Fence

This update was provided during Public Comments.

2. Status of Consumptive Use Permit (CUP) Compliance

Mr. Sakuma advised the new District Engineer had been working with Insight (vendor) in handing off the CUP compliance to the Engineer. He advised of the several items which need to be addressed as well as the upcoming renewal of the CUP in 2026.

3. Status of Parcel Conveyances

Mr. Pawelczyk provided the Board with an update on his work with the District Engineer on parcels which need to be transferred to the District.

I. NEW BUSINESS

1. Consider Approval of Electronic Box Repair

Ms. Grimm explained the location of the boxes and the need for their repair. A **motion** was made by Ms. LeCesne, seconded by Mr. Wellman and unanimously passed approving the repair of the two electronic boxes by Luke's Handyman and Window Cleaning in the amount of \$1,750.00.

2. Discussion of the Montecito Irrigation Analysis 2023

After Board discussion of the irrigation analysis, a **motion** was made by Ms. LeCesne, seconded by Mr. Smith and unanimously passed accepting the Montecito Irrigation Analysis prepared by Insight, as set forth in the agenda.

3. Discussion Regarding Aquatic Maintenance

Mr. Sakuma advised of his call with a reference for Solitude. After Board discussion, staff was directed to bring the proposals and any further reference checks to a future meeting for consideration.

4. Consider Resolution 2023-21 Adopting Fiscal Year 2023/2023 Amended Budget

Mr. Sakuma presented Resolution 2023-21 entitled:

RESOLUTION NO. 2023-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sakuma read the title of the resolution into the record and stated the District had 60 days from the end of the fiscal year to make any budget amendments. After Board discussion, a **motion** was made by

Mr. Wellman, seconded by Mr. Smith and unanimously passed approving and adopting Resolution No. 2023-21, as presented.

5. Memo of Landscape & Irrigation Meeting - Mr. Henson

Mr. Sakuma advised the Board of the handout distributed during the meeting. Those items were covered under the *Landscape & Irrigation Report*.

6. FDC Quarterly Preventive Maintenance Repairs Proposal

Ms. Grimm explained the elements of the proposal from FDC and asked the Board if they had any questions about the maintenance required for the gates. A **motion** was made by Mr. Wellman, seconded by Mr. Smith and unanimously passed approving the FDC quarterly preventive maintenance repairs proposal for \$1,142.00.

7. FDC Pedestal and Geometry Corrections Proposal

Ms. Grimm explained the history of the prior Board's approval of renovating the gates with the intent of saving the planters adjacent to the gates. The initial work would have destroyed the planters. FDC has provided another proposal to make repairs and then "raise the arms" over the planters for a cost of \$14,785.72. After Board discussion, the District Engineer was tasked with reviewing the gates and making a recommendation to the Board.

8. Complete Air & Heat – Quarterly Maintenance Proposal

Ms. Grimm advised the Board of staff recommendation to seek another air conditioner repair service. After discussion and review of the quote, the Board agreed to change vendors with a clarification of the "quantity" noted on the quote to reflect the cost was for all four visits. A **motion** was made by Mr. Wellman, seconded by Mr. Smith and unanimously passed approving the proposal from Complete Air & Heat, once corrected as to "quantity".

J. GENERAL MANAGER'S REPORT AND RELATED BUSINESS ITEMS

1. General Manager's Report

Ms. Lea Stokes of Vesta Property Services notified the Board that Ms. Grimm would be expanding her role at Vesta and would be replaced by Ms. Dawn McCray. They would both be working together for the next 30 days for the transition. The Board thanked Ms. Grimm for her service and welcomed Ms. McCray, who was in attendance.

Ms. Grimm highlighted several items covered in the General Manager's Report and then moved on to Related Business Items.

2. Consider Approval of Priority Replacement of Electrical Panel at Pump Station 2

The Board directed staff to obtain additional quotes for this work, and then to go with the lowest quote.

3. Consider Approval to Purchase Clubhouse Controller

After Board discussion, a **motion** was made by Mr. Smith, seconded by Mr. Wellman and unanimously passed approving the purchase and installation of the Clubhouse Controller for \$6,900.00.

4. Consider Approval to Install Black Metal Edging

After Board discussion, no motion was offered on this item. Staff was directed not to bring this item forward to a future meeting unless further directed by the Board.

5. Consider Approval to Replace Shrubs in Park Area

After Board discussion, a **motion** was made by Mr. Wellman, seconded by Mr. Henson and unanimously passed approving the replacement of shrubs in the park area with Gold Mound and Crotons for \$1,100.00.

6. Homeowner Requests

a. 93 Montecito – Request Sod Installed at 5 Foot Section of CDD Area Behind Townhomes at Shearwater Wall

Ms. Deems asked for Board assistance in addressing the dead sod behind her townhome. Mr. Kahoe explained why that area requires “shade tolerant” vegetation due to both the wall and maturing trees. The Board directed the District Engineer and Attorney to determine ownership of that section along the wall in order to help inform possible landscape solutions to the area. Mr. Kahoe offered to come back to the Board with some options to consider.

b. 629 Monterey – Request Removal of Muhly Grass on Shoreline of Pond and Replaced with Grass to not Obstruct his View of the Water

The homeowner was not present to discuss this item. The Board consensus was not to remove the Muhly Grass, as it was scheduled for trimming and more importantly, helps with shoreline stabilization.

c. 136 Clemente – Request Removal of White Birds of Paradise from in Front of Their Home in CDD Areas

This item was addressed under Public Comment

7. Supervisor Requests

a. Henson – Request Change of Bush Heights in Landscape Agreement to (6 Feet In Privacy Areas – Backs of Homes) and Windowsill Height Along all Sides of the Townhomes.

Mr. Henson asked for Board consideration of changing the height of shrubs in the Landscape Contract to address privacy concerns. Staff was directed to work with the Attorney and bring an amendment to the contract to the next meeting.

b. Henson – Request CDD Work with HOA to Ensure Both Governing Rules Match Regarding Bush Heights and Landscaping Requirements

This was addressed in the prior item “a.” above.

c. Henson – Request to Have Palms on Carlsbad Mulched

Mr. Henson advised the palms on Carlsbad may have had mulch circles at one time in the past and asked if the Board wanted to create mulch circles around the palms, or just let the grass grow. Board consensus was to allow grass to grow, not to mulch.

d. Henson – Request Board Consider Soil Samples in Areas Like Ventura that Have Always Struggled

Mr. Henson advised the Board that soil samples from struggling areas would be helpful in maintaining the landscaping. Mr. Kahoe confirmed his team would conduct samples at no additional cost to the District.

e. Henson – Request Board Consider Removal of 4 Trees on Montecito by Mailboxes and Carlsbad that Seem to Struggle and Fall Over and replace with a New Type of Tree. Silver Button does well

Mr. Kahoe advised there were about five trees which should be replaced with Silver Button trees or Crepe Myrtle. After Board discussion, Mr. Kahoe was directed to confirm with the City of Satellite Beach as to the ability to remove the trees in question and just replace them with sod.

f. Wellman – Request to Have the “No Construction Vehicles” Sign Removed

Staff was directed to have the sign in question removed.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Mr. Pawelczyk had nothing further for the Board.

2. General Manager

Ms. Stokes asked for Board permission to set the General Manager hours from 9:00 a.m. to 5:00 p.m. The Board agreed.

3. Engineer Report

No additional information was provided to the Board.

4. Manager Report

Mr. Sakuma noted the Financial Report was included in the report and asked for guidance on where to include the report on future agendas. He was directed to continue to have financials provided at the end of the agenda. He also advised of progress with the IRS and that payroll should be run by end of November.

L. BOARD MEMBER REQUESTS

1. LeCesne – Change Order Requests

Ms. LeCesne asked for consideration of change orders when making adjustments and changes to cost elements of budget line items in order to better track those changes.

2. LeCesne – Donations to District

Ms. LeCesne asked if the District could accept donations, for instance appliances. Mr. Pawelczyk advised the District could accept donations and explained the process which would accommodate such a donation. After further discussion, a **motion** was made by Mr. Smith, seconded by Ms. Glynn and unanimously passed authorizing Mr. Henson to inspect the items for donation, and if acceptable, notify the District Manager so a resolution may be brought forward to surplus the equipment to be replaced.

3. Glynn – District Email

Ms. Glynn asked for assistance in making sure her District e-mail was being forwarded to her private e-mail. Mr. Sakuma offered to assist in that confirmation.

M. COMMENTS FROM THE AUDIENCE

“Glossy vs. Not Glossy” & “Cream vs. Yellow”

Ms. Grimm provided sign examples to the Board to determine and asked if the signs should be “glossy” or “not glossy”. Board consensus was for the “not glossy” signs. Also, the Board advised staff to use the “cream with black writing” version of the signs.

N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced the next scheduled meeting would be held December 13, 2023.

O. ADJOURN

There being no further business to come before the Board, Chairperson LeCesne adjourned the meeting at 12:20 p.m. without objection.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Date: 11/30/23

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Weekly:

Met with Denisse and Ed weekly to complete landscaping inspections.

Daily Task:

11/1/23 – Took soil samples from the verge and easement areas per the boards request.

11/2/23 – Resubmitted the tree risk assessments to the City of Satellite Beach per their request regarding the Poinciana trees.

11/7/23 – A leak was reported at the Club House pump station #2 in the filter area. We were notified along with Insight and Hoover. Hoover completed the repaired on 11/10/23.

11/8/23 – Completed the new well install at the west pump station. We tested the system and determined the meter wasn't working. Stef Matthes and Insight have been notified of the issue and we are anticipating them to complete the final phase of replacing or repairing the meter for certification.

11/13/23 – 11/15/23 - Wet checks completed

11/15/23 – Denisse and I Coordinated with the City of Satellite Beach regarding the 4 trees along the east side townhome section of Montecito. These trees were heavily swaying during the last high wind event and 2 of them are leaning significantly. We are working on recommendations for the board to try and restore these trees and promote long term success for them.

11/17/23 – Completed the Jasmine installs along the verge areas in the townhome sections.

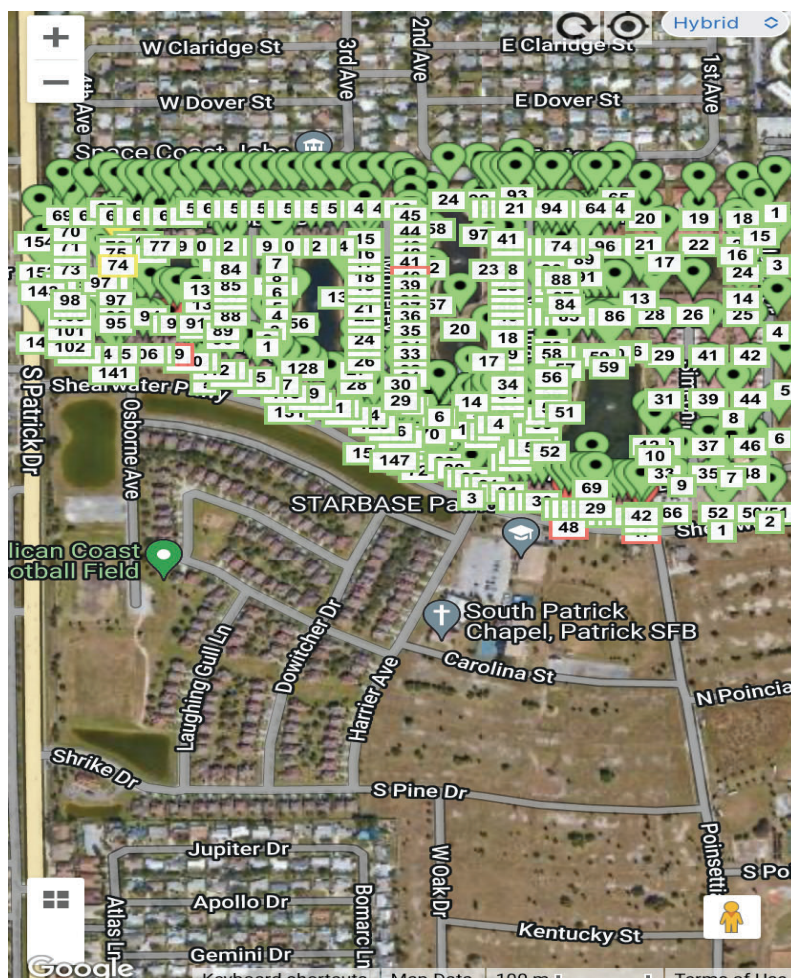
11/18/23 – Completed the removal of the Bird of Paradise section that were approved at the October board meeting at 134 Clemente. Additional Bird of Paradise assessments will be provided to the board by the Dec. 13 meeting.

11/30/23 and 12/1/23 – Completed the Sod installs along the verge areas in the townhome and single-family sections. Coordinated with Insight for additional watering request for these areas. They are scheduled for a two-week additional water schedule currently.

11/30/23 – Met Dawn McCray the new Montecito General Manager.

11/30/23 – Met with Shane Martin – Arborist City of Satellite Beach along with Mike Diemer – Arborist and Denisse Grim – General Manager Montecito. We reviewed the Poinciana Tree risk assessments that were presented to the city. Shane is going to present his findings back to the City of Satellite Beach. Shane is also going to provide ProGree Services with a new recommended tree list the city is working to develop as a part of their new tree grant program. This way the replacement trees will be following the new city program.

Current Irrigation Map: 12/1/23



Maintenance Service Schedule:

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

- Mowing Schedule for December – 6&7, and 20&22. Subject to change depending on weather.
- Detail and Enhancement Schedule – 13-15- Mulch / Rock / Ornamental Grass Trimming
- Bed Weed Treat areas as necessary.

Montecito – CDD Upcoming Enhancement Estimates

Bird of Paradise recommendations for the Townhomes section

CDD Easement turf replacement areas along the south / east wall of the Townhomes sections

ending - stall Rock along the Vue fence on Carlsbad

	Solitude	Crosscreek	Cascade	Ecor
Item	Ponds /	Ponds /	Fountain	Ponds
	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.

Solitude Lake Management LLC

Reference check: Tortoise Island (name: Debbie)

1. What services? Just aquatics.
2. How long? Several years, bought out prior vendor.
3. Satisfied? Yes.

Reference check: Fern Meadow HOA (Craig Curtis – left message 12:37pm 11/7)

1. What services?
2. How long?
3. Satisfied?

AQUATICS MAINTENANCE SERVICES AGREEMENT

THIS AQUATICS MAINTENANCE SERVICES AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Satellite Beach, Brevard County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Palm Beach Gardens, Florida 33410 (the "District"),

and

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company authorized to do business in the State of Florida, whose principal address is 5869 Enterprise Parkway, Fort Myers, Florida 33905, and whose corporate mailing address is 1320 Brookwood Drive, Suite H, Little Rock, Arkansas 72202 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District owns and/or is responsible for maintaining six (6) lakes (the "Maintenance Areas"); and

WHEREAS, the District has a need to retain an independent contractor to furnish aquatic and maintenance services to the aforementioned lakes located within the boundaries of the District, including, but not limited to, aquatics maintenance services, all as more particularly shown in Contractor's proposal, a copy of which are attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

WHEREAS, Contractor represents that it is qualified to provide lake and aquatic maintenance services to the District; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

SECTION 2. SERVICES.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality maintenance of the lakes and aquatic Maintenance Areas of the District in accordance with this Agreement and the Proposal (which services are collectively described as the “Work”).

B. The Work shall include, but not be limited to, monthly lake maintenance and quarterly fountain maintenance for the Maintenance Areas. The duties, obligations, and responsibilities of the Contractor are to conduct monthly inspections and service reporting, and provide the following treatments as needed in accordance with the Proposal:

1. Aquatic weed control;
2. Shoreline weed control;
3. Trash removal;
4. Water quality monitoring;
5. Pond algae control; and
6. Fountain maintenance service.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District.

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), including existing nuisance and non-nuisance aquatic vegetation, the location of all proposed Work, and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and any other conditions surrounding and affecting the Work, the floating fountains, and any physical characteristics of the job, in order that all costs pertaining to the Work have been included in the compensation set forth herein.

F. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when services are scheduled to be performed and after such service has been performed. Immediately (within one (1) business day), Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing work performed during each services visit or other visit to the District pursuant to this Agreement.

G. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing, of the name and address of such representative together with a clear definition of the

scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

H. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

I. The terms and conditions of the Proposal are incorporated into and made a part of this Agreement. Further, as the District is a local governmental entity subject to Florida's Public Records Law, the Contractor acknowledges and agrees that the footer at the bottom of each page of the Proposal regarding "Competitively Sensitive & Proprietary Materials" is not applicable and is removed from this Agreement.

SECTION 3. MANNER OF CONTRACTOR PERFORMANCE.

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Brevard County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor in writing to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with

District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

G. Contractor shall not damage, kill or otherwise harm current and future non-invasive aquatic plants, including, but not limited to, bulrush, spikerush, firelac (thalia), and water lilies, and any damage to such plants shall be remedied with replacement plants within five (5) business days of the damage occurring. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage.

SECTION 4. COMPENSATION.

A. District agrees to pay the Contractor in accordance with the following schedule of rates:

Description of Service	Rate
Aquatic Maintenance Services (Work)	\$1,220.00 per month (Annual Contract Amount \$14,640.00)

B. Should District desire additional services or to add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successfully negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. TERM. The Contractor shall commence work on the Effective Date, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall begin

on the Effective Date and expire after one (1) year. Thereafter, this Agreement shall automatically be extended on an annual basis for renewal terms of one (1) year each, with a four (4%) cost escalation rate, unless otherwise terminated as provided herein.

SECTION 6. TERMINATION. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. No early termination fees shall apply or be charged to either party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of such part of the Services as shall not have been terminated by the notice of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

SECTION 7. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- 1. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per

accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that both the **Montecito Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) and **Special District Services, Inc.**, are additional insureds with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements established for purposes of this Agreement.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or

endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 8. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited herein.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

SECTION 15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum

wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 16. FAMILIARITY WITH LAWS. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

SECTION 17. CONFLICTS. In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. Agreement; followed by
- B. Exhibit A – Proposal of Contractor.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ATTORNEY'S 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 all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

SECTION 20. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

SECTION 21. AMENDMENTS. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

SECTION 23. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Montecito Community Development District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager

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

CONTRACTOR: **Solitude Lake Management, LLC**
5869 Enterprise Parkway
Fort Myers, Florida 33905
Attention: President

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.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 25. GOVERNING LAW; VENUE. This Agreement and the provisions contained in this

Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

SECTION 26. PUBLIC RECORDS. Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law.

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

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

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

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

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BSAKUMA@SDSINC.ORG**

SECTION 27. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 28. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall

continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted or construed against either party.

SECTION 30. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, however all such counterparts together shall constitute but one and the same instrument.

SECTION 31. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 32. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby swears or affirms that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Section 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further affirms that:

A. Contractor is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

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

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

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

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

SECTION 33. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

D. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

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IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____

Print name: _____

Title: Secretary/Assistant Secretary

Chair/Vice-Chair
Board of Supervisors

Date: _____

SOLITUDE LAKE MANAGEMENT, LLC, a
foreign limited liability company authorized to do
business in the State of Florida

By: _____

Print Name

Print: _____

Title: _____

Date: _____

Print Name

EXHIBIT A

PROPOSAL OF CONTRACTOR

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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude 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 SOLitude 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.



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.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Montecito CDD

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

See Agreement

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.

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Durham & Sons, Inc.

A/C, Refrigeration, Heating, & Electrical Contractors

1947 N. Harbor City Blvd. Melbourne, FL 32935

321-259-COOL /2665 321-757-YORK /9675 321-636-6899 FAX 321-255-0840

Web site: www.durhamandsons.com

CAC1814163, EC0002671, EC13002226, CAC1814969 CAC1814074

PROPOSAL

Proposal Submitted to: Denise Grimm

Address: 208 Montecito Dr

City/State: Satellite Beach FL 32937

Phone: 321-777-9460 Home Work - E-mail: dgrimm@vestpropertyservices.com

Date: November 27, 2023 Proposal provided by: Vince DiSalvio

We hereby submit specifications and estimates for: New panel.

The following items are included:

- We will remove the existing outdoor 400 amp three phase main breaker panel that controls the IRR. system and the pond fountains.
- We will remove the existing strut that is on the wall to support the panel.
- We will install new stainless steel strut on the wall in place of the existing strut.
- We will install a new outdoor 400 amp three phase main breaker panel in place of the existing one.
- We will install all new breakers in the new panel.
- We will make all wire connections in the new panel.
- We will label the panel.
- A PERMIT & an FPL disconnect is required.

TOTAL LABOR AND MATERIALS \$6,750.00

Permit fees are additional.

- **Due to the volatility of metal and oil prices at this time, all quotes are subject to change if not accepted within 5 days.**
- Re-finish of sheet rock around new panel installation, currently covering conductors above or below panel, SHALL BE BY THE HOMEOWNER. If inspecting official deems your existing material insufficient, as per physical protection of the conductors, additional charges will be submitted. This shall be in a change order form, to owners, prior to replacement of materials.
- In the event it is necessary to add unforeseen items, a change order will be presented, before any extras are performed. Existing code violations, are subject to inspecting official's determinations as per acceptability, and shall not be considered part of this proposal. Payment to this Contractor shall be made regardless of pre- existing violations at this property, not considered in this scope of work and or this proposal, and its exact listed improvements herein.

- Any stucco that has been damaged or removed or exposure to the block and or insulation, or stud frame home and insulation during our work on your structure; stucco replacement or patching large or small, and all sealing and safeguarding is the homeowner's responsibility and not within this contract. We offer no liability or responsibility in any manner concerning these areas, including any potential damage now or in the future for the life of the structure.

This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

\$ 6,750.00 ☒ **Initial** ☒

Please check and initial above, then sign below, on page 3, as the owner or authorized representative:

Payment to be made as follows

\$.00 dollars upon commencement of work. The total remaining amount of \$ 6,750 .00 is due upon completion of job.

TERMS AND CONDITIONS:

Any engineering required by the building department, or independent testing is at additional cost to you the owner of the property.

1. All labor is to be performed during the Companies regular working hours, unless noted in this proposal.
2. Warranty work is performed during the Companies normal business hours, but can be performed after normal hours if the Customer pays the difference between standard labor rate and overtime rate.
3. Until final payment is made, the Company will retain the title to all materials and equipment it installs.
4. Unless noted in this proposal, payment is due in full upon completion of the work. A monthly finance charge, equal to the highest allowable interest rate, may be levied on the Customers account if delinquent over 30 days.
5. In the event the Customers account must be referred to attorneys for collection, the Customer agrees to pay reasonable attorney fees, court costs and other collection costs.
6. Every attempt will be made to complete the work on the date(s) specified, but because the Company may have no control over equipment delivery, all completion dates are estimates only.
7. While the Company is well insured, the Customer will carry fire, extended coverage and other necessary insurance.
8. **Customer shall assume:** concerning your building or home all risk of; fire damage, damage, water line damage- inside or outside, property loss, or loss or damage to HVAC or air conditioning or heating equipment gas or electric, or any electrical or electronic device, after it is set in place on the job. This relates to air conditioning or heating equipment, surge devices, water flow or mold or resulting damages, water overflow safety devices or audible alarms or resulting damages, or other electronic or electrical device or damages. Beyond stated warranty on equipment or labor, the warranty on surge devices, water overflow devices, or alarms; these are only warranted for 1-year for any part or device if it fails. As we follow and utilize the building codes on all jobs including this one and will / have had your job inspected by the administrative authority, and install equipment and devices manufactured by others, you now agree and indemnify and hold harmless Durham and Sons Inc. if your property suffers a loss or damage, you hereby agree it is your insurance company or the manufacturer of the product and not Durham and Sons which shall bear responsibility.
9. *Customer shall hold harmless Durham and Sons Inc., for any latent defect any equipment or components installed by or serviced by our firm. Or unknown defect or potential future defect in any equipment or components installed by or serviced by our firm.* You agree and recognize that we did not manufacture the equipment or devices, and if a property loss or bodily harm occurs, it is the manufacturer of equipment or devices that you must seek for indemnification at your own cost in a court of law, or even small claims court.
10. The Company shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, the elements, labor troubles, or any other cause beyond our control.
11. The Company shall not responsible for any damages incurred due to the ability of the building structure to properly support the installed equipment, or for expense incurred in removing, replacing or refinishing part of the building structure, this applies to appliances, hot water heaters or tanks, or other systems necessary for the performance of any service or installation, unless otherwise noted in this proposal.
12. The Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances that exist in the structure whether concealed or not. Including current and future mold growth.
13. You agree that we may video or photograph our employees during the installation process, for training or advertising purposes. No recognizable video or photos of your home or family are taken; no references to your name or address are given.
14. This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties.

Authorized Durham & Sons, Inc., Employee Signature:

Vince DiSalvio

This proposal is valid for 30 days and any code violations noted by inspecting official and not related to the scope of above work will be the owner's responsibility to bring into compliance.

Consumer Protection Rights notice, for total labor and material amounts over \$2,500.00:

Any agreement or contract for repair, restoration, improvement, or construction to residential real property, Owner be advised of the Florida Construction Industry Recovery Fund. Payment may be available from the Construction Industry Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a State-Licensed Contractor, For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (904) 727-6530, 7960 Arlington Expressway Suite 300, Jacksonville Fl. 32211

Right of Rescission:

You the Buyer may cancel this Transaction at any time prior to midnight of the Third business day after signing this document. This must be in writing, addressed to Durham and Sons Inc. 1947 North Harbor City Blvd. Melbourne Florida 32935. Simply sign here and date, mailing this entire proposal original copy to the address listed above: _____

Date: _____

Waiver of Right of Rescission:

We the undersigned have never the less requested Durham and Sons Inc. TO GO FORWARD WITH THE INSTALLATION of HVAC products, including related electrical, and hereby waive the (3) three day right of termination for any reason. We understand that notwithstanding anything to the contrary contained in the Proposal Agreement, that we void our right of termination of this contract. This is required for any installation that is an emergency replacement, or is scheduled for installation prior to the right of Rescission time frame, or for any other reason. Signature: _____ Print: _____ Date: _____

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Owner's or Agent's Signature: _____ State of Florida, County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

By _____ who produced _____ as, identification and who did/did not, take an oath.

Signature of Notary _____ Print Name _____

GAULT ELECTRIC LLC

715 North Drive Ste G
Melbourne, Florida 32934
(321) 327-8988 Office
(321) 241-4896 FAX
CONTACT@GAULTELECTRIC321.COM

PROPOSAL

MONTECITO CDD
6200 LEE VISTA BLVD. #300
ORLANDO, FL 32822
PHONE: (407)841-5524
FAX: (407)839-1526

JOB LOCATION

MONTECITO BEACH CLUB
SATELLITE BEACH, FL

REPLACE RUSTED OUT 400 AMP THREE-PHASE 120/240 VOLT OUT-DOOR PANEL BOARD
THAT FEEDS IRRIGATION AND POND EQUIPMENT. EXISTING WIRING WILL BE USED.

PRICE OF ABOVE: \$8,050.00

AUTHORIZED SIGNATURE: JAMIE GAULT

DATE: October 13, 2023

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS.
I AGREE TO ALL TERMS CONTAINED WITHIN THIS CONTRACT.

SIGN _____

PRINT _____

DATE _____

TERMS: NET 30 DAYS 1.5% PER MONTH INTEREST

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT PROVIDING THE DISTRICT MANAGER WITH LIMITED DISCRETIONARY SPENDING AUTHORITY UNDER CONDITIONS SPECIFIED HEREIN; AUTHORIZING THE DISTRICT MANAGER AND AMENITY MANAGER TO EXECUTE CERTAIN AGREEMENTS AND PURCHASE ORDERS ON BEHALF OF THE DISTRICT; PROVIDING FOR REPORTING AND RATIFICATION BY THE BOARD OF SUPERVISORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Satellite Beach, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has determined that it is appropriate to provide the District Manager of the District, as named herein (the “District Manager”) and the Amenity Manager of the District (the “Amenity Manager”) with certain discretionary authority to make certain expenditures and purchases and enter into certain limited agreements, contracts and proposals (collectively referred to herein as, “Agreements”) with contractors, consultants, and vendors (each a “Service Provider”) with respect to services benefiting and on behalf of the District, provided that such an expenditure does not exceed established thresholds that the expenditure is contemplated; and

WHEREAS, the Board has determined that it is in the best interest of the public and the residents of the District to delegate such discretionary spending authority to the District Manager and Amenity Manager, which will provide for greater efficiency in the delivery of services required by the District, and will therefore benefit those residing within the boundaries of the District.

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

Section 1. The above recitals true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

Section 2. The Amenity Manager is hereby authorized to make certain expenditures and purchases, and enter into Agreements with Service Providers with respect to items benefiting the District, provided that each of the following conditions are satisfied:

A. The amount to be paid to any particular Service Provider does not exceed **FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars**, per Agreement.

B. The expenditure for such services or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible, in which the Amenity Manager would require the approval of the District Manager prior to execution of any Agreement.

C. The expenditure is within the District's power as reflected in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District's Rules of Procedure.

D. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

E. The term of any Agreement with a Service Provider does not exceed one (1) year.

F. The Amenity Manager shall procure three (3) proposals and engage the Service Provider with the least, most responsive proposal, unless the amount of the expenditure or purchase is \$1,500 or less, in which the requirement for three (3) proposals is waived. If the Amenity Manager is unable to obtain three (3) proposals, the District Manager shall have the authority to waive this requirement.

Section 3. The District Manager is hereby authorized to make certain expenditures and purchases, with respect to items benefiting the District, provided that each of the following conditions are satisfied:

A. The amount to be paid to any particular Service Provider does not exceed **FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars**, per Agreement.

B. The expenditure for such services or purchase does not exceed that which is contemplated or designated for such service or purchase in the applicable fiscal year budget for the District. The recognized exception to this condition is if the District Manager determines that an emergency exists, which necessitates that a Service Provider be engaged immediately to prevent further damage or injury to persons or property for which the District would be responsible.

C. The expenditure is within the District's power as reflected in Chapter 190, Florida Statutes, and is not contrary to any applicable statute, regulation, or District's Rules of Procedure.

D. Prior to execution of any Agreement on behalf of the District, the legal form of any Agreement has been reviewed and approved by District Counsel.

E. The term of any Agreement with a Service Provider does not exceed one (1) year.

F. In the event of an emergency as determined by the District Manager and the need for critical and emergency repairs or purchases on behalf of the District, the District Manager shall have the authority to expend over \$15,000 upon the written approval of the Board Chairperson, or in the absence of the Board Chairperson, the Board Vice Chairperson, only if the Board is unable to convene for an emergency meeting pursuant to the requirements of Florida law.

Section 4. Any Agreement entered into in accordance with this Resolution shall be reported to the Board (a) by email from the District Manager to each Member of the Board, and (b) at the next regularly scheduled meeting or special meeting of the Board. A copy of the Agreement shall be provided with the agenda materials distributed to the Board for purposes of Board ratification.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Section 7. This Resolution shall take effective immediately and shall remain in effect unless rescinded or repealed by the Board.

PASSED AND ADOPTED this 5th day of April, 2023.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary

By: 

Its: Chair

**FIRST AMENDMENT TO
LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT, made and entered into this _____ day of December, 2023, by and between the **MONTECITO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Satellite Beach, Brevard County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter “Owner” or “District”) and **PROGREEN SERVICES, LLC**, a Florida limited liability company, whose mailing address is 5450 10th Avenue North, Greenacres, Florida 33463 (hereinafter “Contractor”).

WITNESSETH:

WHEREAS, the District and Contractor entered into a Landscape/Grounds Maintenance Services Agreement, dated December 23, 2022 (the “Agreement”); and

WHEREAS, the parties mutually agree to update those provisions of the Agreement referencing the address of the District and to amend the Scope of Services, with respect to hedge/bush trimming heights.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Section 14 of the Agreement, entitled “NOTICE” is hereby replaced in its entirety with the following:

14. **NOTICE.**

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

If to Owner:	Montecito Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attention: Frank Sakuma, District Manager
--------------	--

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

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

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

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

Section 3. Section 18 of the Agreement, entitled "PUBLIC RECORDS" is hereby amended to replace subsection C. in its entirety with the following:

18. PUBLIC RECORDS.

...

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

**SPECIAL DISTRICT SERVICES, INC
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: (561) 630-4922
EMAIL: bbarba@sdsinc.org**

Section 4. Section 3.2.1 of the Scope of Services (Exhibit B to the Agreement) of the Agreement, entitled “Pruning” is hereby amended to replace subsection b. in its entirety with the following:

3.2.1 Pruning.

...

- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
 - a. Additional Specifications
 - i. Townhome Side Hedges – Kept at windowsill height along townhome walls
 - ii. Coco Plums Along Lakes and common area access points – maintained at 4’ Height
 - iii. Wall Hedge Height Inside and Outside – maintained at 5’ Height
 - iv. Privacy hedges and bushes behind homes and patios – maintained at 6’ height

...

Section 5. In all other respects not specifically amended by this First Amendment to Agreement, the Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this First Amendment to Agreement and further agree that it shall take effect as of the Effective Date first above written.

Contractor:

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

Owner/District:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT,**
2501A Burns Road
Palm Beach Gardens, FL 33410

By: _____
W. Clark Whidden, Jr., President/CEO

By: _____
Catherine LeCesne, Chairperson

Date: _____

Date: _____

DECLARATION OF GIFT

BILL OF SALE, AND ACCEPTANCE OF GIFT

KNOW ALL MEN BY THESE PRESENTS, CATHERINE LECESNE, an individual, hereinafter called **GRANTOR** which term shall include the singular or plural as the context shall require, for and in consideration of and valuable consideration, delivered by **MONTECITO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, hereinafter called **GRANTEE**, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, donated, and delivered, and by these presents does grant, bargain, sell, transfer, donate, and deliver unto the **GRANTEE**, its successors and assigns, the following items, without any compensation therefor, which shall also be referred to as "Property":

The kitchen appliances more particularly described as Exhibit "A"; attached hereto and made a part hereof

TO HAVE AND TO HOLD the same unto the **GRANTEE**, its successors and assigns forever.

GRANTOR does covenant to and with the **GRANTEE**, its successors and assigns, that **GRANTOR** is the lawful owner of the above described; that said Property is free from all encumbrances; that **GRANTOR** has good right to sell the same aforesaid; that the **GRANTOR** will warrant and defend the sale of the said Property unto the **GRANTEE**, its successors and assigns, against the lawful claims and demands of all persons whomsoever. **GRANTOR** does hereby donate the Property, excluding the installation, to the **GRANTEE** and releases and assigns any rights, title, claims and interest which is may now or hereafter possess in any public use which is made of said Property. It is the intention of the **GRANTOR** to vest all incidents of absolute ownership in said Property in the **GRANTEE** from this date forward.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand and seal this ____ day of _____, 2023.

WITNESSETH:

CATHERINE LECESNE, an individual

Print Name: _____

By: _____
Catherine LeCesne

Print Name: _____

STATE OF FLORIDA }
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Catherine LeCesne, an individual, who is personally known to me or has produced _____ as identification and did not (did) take an oath.

Notary Public, State of Florida
[Signature]

Name of Notary
[Typed, Printed or Stamped]

My Commission Expires:

GRANTEE, the MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, expresses its gratitude and acknowledges receipt of the above Improvements from **GRANTOR**, CATHERINE LECESNE, and hereby accepts said Appliances described herein.

WITNESSETH:

Print Name: _____

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government established pursuant to
Chapter 190, Florida Statutes

Print Name: _____

By: _____
_____, Vice-Chairman
Board of Supervisors

STATE OF FLORIDA }
COUNTY OF BREVARD }

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____, 2023, by
_____, as Vice-Chairman of the Board of Supervisors, who is personally
known to me or has produced _____ as identification and did not (did) take an oath.

Notary Public, State of Florida
[Signature]

Name of Notary
[Typed, Printed or Stamped]

My Commission Expires:

Exhibit “A”



*Features offered separately in the U.S.A. See dealer for details. In Canada, see dealer for details. ©2015 Whirlpool Corporation. All rights reserved. Whirlpool is a registered trademark of Whirlpool Corporation. In Canada, Whirlpool is a registered trademark of Whirlpool Corporation.

Whirlpool
HOUSEHOLD REFRIGERATOR
TYPE 10000
MODEL WRF7570DE101
S/N K55014345
5.50 oz R134a
115VAC/60Hz
AMPS 7.10
CODE
E2V100000
MINIMUM INSTALLATION CLEARANCE TOP - 3 INCH BACK - 1 INCH
DISTANCE DE DÉGAGEMENT MINIMUM POUR L'INSTALLATION: SOMMET - 1,27cm ARRIÈRE - 2,54cm

WHIRLPOOL CORPORATION, BENTON HARBOR, MICHIGAN, 49022, U.S.A.
MODEL WMT1917AS-3
HOUSEHOLD MICROWAVE OVEN (NOT FOR COMMERCIAL USE)
INPUT 120V - 60Hz 1800W SINGLE PHASE
OUTPUT 1000W (900W)
COMPLIES WITH SWS RADIATION PERFORMANCE
STANDARDS IN OUR SUBCHAPTER 4
FCC ID: P14011801
Questions? Call 1-800-253-1301, or visit www.whirlpool.com

UL LISTED
MANUFACTURED August 2015
SERIAL NO TR 5 35 66536
Made in China

Whirlpool
MODEL WDP500PADL
S/N PUN10087
STOCK NO. TYPE NO. 940-8
UL LISTED
MANUFACTURED August 2015
SERIAL NO TR 5 35 66536
Made in China



REFRIGERATOR

*Trademark of/Marque déposée de Whirlpool, U.S.A., Benton Harbor MI 49022. Inglis limited/limitée, Mississauga, ON L5N 0B7 licensee/porteur du licence au Canada

FOR PARTS AND
SERVICE GIVE
MODEL NO., AND
SERIAL NO.

WWW.WHIRLPOOL.COM

ASSEMBLED IN U.S.A.


Whirlpool

HOUSEHOLD
REFRIGERATOR

165A
TYPE BMA29FD

MODEL WRF757SDEM01

S/N K55014345



5.50 oz R134a
115VAC/60Hz
AMPS 7.10
CODE

ALSO CLFD
IN ACCORDANCE
WITH NSF/ANSI 372
3YF9



Pat. www.patent-listing.com

MINIMUM INSTALLATION CLEARANCE: TOP - 1/2 INCH, BACK - 1 INCH

DISTANCE DE DÉGAGEMENT MINIMALE POUR L'INSTALLATION: SOMMET - 1.27cm, ARRIÈRE - 2.54cm

EEV109900



MICROWAVE

W10775056

WHIRLPOOL CORPORATION, BENTON HARBOR, MICHIGAN, 49022, U.S.A.

MODEL: WMH31017AS - 3

HOUSEHOLD MICROWAVE OVEN (NOT FOR COMMERCIAL USE)

INPUT 120V ~ 60Hz, 1800W SINGLE PHASE

OUTPUT 1000W, 2450MHz

COMPLIES WITH DHHS RADIATION PERFORMANCE

STANDARDS 21 CFR SUBCHAPTER J.

FCC ID: PR4RED199X1



LISTED

10N5
E91773

MANUFACTURED:

August 2015

SERIAL NO

TR 5 35 66536

Made in China

Questions? Call 1-800-253-1301, or visit www.whirlpool.com

DISHWASHER



MOD
WDF320PADS2
SER
F53910887



MOTOR/MOTEUR
1.2 AMPS
60Hz 120 VOLTS
8.1 TOTAL AMPS



LISTED/
HOMOLOGUE
120 V
E71195

STOCK No.
TYPE No. 583-0

Pat. www.patent-listing.com

Trademark of/Marque Déposée de Whirlpool U.S.A. Benton Harbor, MI, U.S.A., 49022 Whirlpool Canada Licensee In/Porteur De Licence au Canada

W10620272

RESOLUTION 2023-22

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT CLASSIFYING CERTAIN TANGIBLE PERSONAL PROPERTY OF THE DISTRICT, INCLUDING KITCHEN APPLIANCES FROM THE MONTECITO AMENITY CENTER, AS SURPLUS AND AUTHORIZING THE DISTRICT MANAGER TO SELL OR DISPOSE OF SAID PROPERTY AS EXPEDITIOUSLY AS POSSIBLE IN ACCORDANCE WITH CHAPTER 274, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the Montecito Community Development District (collectively, the “District”) owns certain tangible personal property, including certain kitchen appliances utilized in the kitchen of the Montecito Amenity Center, as more fully described in Exhibit “A”, incorporated herein and made a part hereof (the “Property”); and

WHEREAS, said Property is no longer useful to the District and the continued use of such Property is no longer economical or efficient, or said Property no longer serves a useful function; and

WHEREAS, the District desires to classify and declare said Property on Exhibit “A” as surplus tangible personal property that is obsolete and for which, the continued use of which would be uneconomical, inefficient to maintain, or serves no useful function; and

WHEREAS, the District desires to authorize the District Manager to sell or dispose of said Property as appropriate and in accordance with Chapter 274, Florida Statutes, governing the disposal of surplus tangible personal property by local governments, including special districts; and

WHEREAS, the District finds it to be in the best interests of the District to dispose of the Property in accordance with this Resolution and Chapter 274, Florida Statutes.

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

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

Section 2. The District hereby declares the Property as surplus tangible personal property and determines that the continued use of such Property is uneconomical, inefficient to maintain, or serves no useful function.

Section 3. The District Manager is hereby authorized to take the necessary and appropriate steps to sell at auction or dispose as appropriate and in accordance with Chapter 274, Florida Statutes, said Property.

Section 4. 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 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, THIS 13th DAY OF DECEMBER, 2023.

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chair
Board of Supervisors

EXHIBIT "A"

PROPERTY DECLARED SURPLUS

Item	Brand	Model No.	Serial No.
Refrigerator	Kenmore Elite	25344503605	4A72714028
Dishwasher	Kenmore Elite	Not visible	Not visible
Microwave	Kenmore	72180523500	609TA01316

Project Executive Summary – Example: Pond #2 Fountain Repair



Bottom Line Up Front (BLUF)

What is being Requested at the Review Board?

- Approval for repair of Pond #2 Fountain Repair

Why is Request/Change Required?

- Provide the reason or issue for the Change Request: How was it discovered, what went wrong, etc?
- Ensure compliance with current standards/requirements/guidelines?
- What has already been approved?
- What is root cause (if applicable)?

Does this impact Governmental requirements?

- Are there municipal/county/state/health requirements that need to be met or are impacted?

What is the changing from the baseline?

- Example: repairs required new parts.
 - Old fountain is no longer manufactured or replacement parts are cost prohibitive.
 - New fountain requires additional infrastructure (i.e., new wiring).

What will this change help save or avoid?

- Fountains add aesthetic appeal. Can be a selling point and add to property value, keeps some homeowner owners are happy.

Cost Impact

Contract Cost:

- Non-Recurring Cost/Expenses (NRE): Cost that occur once, such as install labor and materials.
- Recurring Cost: Cost that occur more than once, such as subscription, replenishment, maintenance/dues.

Funding Source:

- O&M Cost
- Facilities
- Capital Project

Propose Change/Update



WAS

Describe old item (if applicable)

IS

Describe new item (if applicable)

Cost Breakdown & Basis of Estimates (BOE)



Cost Breakdown – Table for all associated expenses related to project – may expand across multiple years, as highlighted in reserve studies, inspection reports, and field assessment reports.

Project Reference	2023	2024
Fountain Repair (Labor Supplier 1)		\$1200
Fountain Repair (Labor Supplier 2)	\$2500	
Fountain Parts	\$800	

BOE – Defines how the cost of the project or tasks was determined. n general, a submitted proposal or invoice is provided and used as the basis for the cost estimate.

Background & impact



Provide any additional *relevant* background information.

- What is the history of Pond 2 and the fountain?
- Has it been repaired before, how many times?
- Are there any studies conducted by suppliers?
- Has a Root Cause been performed? How or why did it break?
- Are there alternative solutions for the repair?
- Is there repair required immediately, can it be delayed?

Determine if any additional items are impacted.

- Who is effected? Does the repair impact residents or their property?
- What else is effected? Does the the repair impact other infrastructures?

MANAGER'S REPORT MONTECITO CDD

Informational/Action Items completed:

1. General Admin, Maintenance, and repairs
 - a. The following items were addressed/ scheduled/ repaired:
 - i. Playground swing removed – 2 holes patched.
 - ii. New Well was completed and connected.
 - iii. Contract for new Clubhouse Controller executed.
 - iv. Sod and Jasmine installation completed.
 - v. Worked with Satellite Beach on trees located at Montecito/Carlsbad/Simeon.
 - vi. Continued working with City on Poinciana trees, attended meeting with arborist.
 - vii. Removed “No Construction Vehicles” Signage.
 - viii. Ordered Clubhouse Signs.
 - ix. Updated Fire Chief with inspection items.
 - x. The fire panel was updated and stickered properly.
 - xi. Changed out three bad emergency light fixtures.
 - xii. Addressed issues with pole/clubhouse lighting.
 - xiii. Requested renderings for pillars at gate – attached.
 - xiv. Requested more references from Crosscreek and Solitude.
 - xv. Fitness room AC – was repaired and seems to be working well.
 - xvi. Executed the new AC preventative maintenance program with Complete Air.
 - xvii. Contacted donation centers regarding appliances – have 2 available to pick up.
 - xviii. Met with electrical companies to review panel.
 - xix. Had Fire System and Alarm System updated to reflect the correct name “The Montecito CDD”.
 - xx. Holiday Décor/Tree were placed in Clubhouse.

Decisions for Board Members/estimates:

2. **Priority** – Electrical Panel – Pump station 2. Gualt **\$8,050.00** Durham **\$6,750.00** (prices subject to change due to the volatile market) Brevard electric **\$ Will send to board upon receipt.**

Informational Items for Boards awareness:

3. Vesta Ticket system – Board members should now be receiving all tickets and status changes. Change executed on 11/28/23.

4. Meter for Well at pump station 2 is not functional. Requested assistance from the District Engineer Stef Matthes on this item. Montecito has a spare meter housed in the shed, however, is over 5 years old and will require calibration.
5. Cost to have appliances removed from the Kitchen by Vesta Maintenance, 2 techs at \$110 per hour.
6. Montecito Clubhouse roof – Followed up with Collis Roofing in November, they were waiting on their commercial division, and have Montecito Scheduled for December 12th start.
7. Secure Fencing – Delays in installation due to the storms in Florida the week of the 13th. Delivery of materials still has not occurred, they are in a waiting pattern and notified me on 11/28/23 that they are looking at another couple of weeks before the materials arrive. They have also encountered a labor shortage, which puts Montecito on schedule for the second week of December.
 - a. This issue is also occurring with the fencing around the new Well.
 - b. Homeowners are also encountering the same problem.
8. City of Satellite Beach met with ProGreen and the Arborist on site to review the application for removal of the Poinciana trees.
 - a. Based on the conversation at the meeting, the city arborist agrees with both arbor reports and will be advising the city. ProGreen is working with the city arborist on the next steps to get the permit. Anticipate resolution within the next couple weeks.
 - b. City arborist supplying list of FL native trees that can be used to put in place of the poinciana trees.
9. The city of Satellite beach will not approve removal of trees located on Montecito and Simeon/Carlsbad. They would like them pruned instead. ProGreen working on plan – arborist recommended cutting into the root ball, as the trees were not planted properly.
10. ProGreen completed the sod and jasmine installation on 12/1/23. The bushes on the beach lot were removed on 12/1/23, new bushes to be installed 12/7/23.
11. Requested Stark extermination come out to Montecito to address wasp nests on building and in shoreline so that ProGreen can have grasses trimmed in December. Stark can complete the work and will have to do it at dawn. Waiting on schedule.



Montecito
Community Development District

**Financial Report For
November 2023**

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MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
NOVEMBER 2023

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 11/30/23
REVENUES		
O&M Assessments	956,658	156,710
Debt Assessments	335,129	54,888
Assessments - Direct Billed	0	0
Interest Income	0	0
Stormwater Control Cost Share	4,136	0
Carryforward Surplus	0	0
Total Revenues	\$ 1,295,923	\$ 211,598
EXPENDITURES		
Administrative Expenditures		
Supervisor Fees	12,000	2,000
Payroll Taxes	0	153
District Engineer	15,000	2,385
Legal Fees	40,000	7,363
District Management	58,300	9,000
Continuing Disclosure	0	0
Assessment Roll	5,300	0
Information Technology	1,908	0
Website Maintenance	1,272	800
Auditing Services	5,000	0
Arbitrage Rebate Calculation	450	0
Trustee Fees	3,250	0
Public Officials/General Liability Insurance	19,102	15,218
Legal Advertising	3,000	0
Dues, Licenses & Subscriptions	175	383
Property Appraiser Expenditure	250	0
Reimbursable Expenditures	1,200	0
Contingency	2,400	159
Bank Service Charges	0	62
Postage and Delivery	0	645
Office Supplies	0	400
Total Administrative Expenditures	\$ 168,607	\$ 38,568
EXPENDITURES		
Maintenance Expenditures		
Field Management		
Amenity and Field Management Contract	157,520	13,127
Property Insurance	51,117	26,286
Employee - Workers Comp	0	0
ADP Fees	0	0
Field Management Subtotal	208,637	39,413
Amenity Center Operations		
Repairs & Maintenance Non-HVAC	12,000	0
HVAC Repairs & Maintenance	2,000	1,953
Office Supplies	1,500	90
Janitorial Supplies	1,850	0
Janitorial Services	12,540	4,170
Pest Control & Termite Bond	1,203	0
Fitness Equipment Repairs & Maintenance	3,000	0
Playground Repairs & Maintenance	1,000	0
Pool Service Repairs & Maintenance	15,000	5,844
Amenity Telephone	0	0
Amenity Center Operations Subtotal	50,093	12,057
Irrigation		
Irrigation Repairs & Maintenance	25,000	0
Irrigation Monitoring	6,388	11,898
Hoover Pumps Repairs & Maintenance	17,500	4,198
Irrigation Subtotal	48,888	16,096
Stormwater Control		
Aquatic Maintenance & Repairs	12,430	1,584
Fountain Service Repairs & Maintenance	9,000	5,038
Stormwater Control Subtotal	21,430	6,622
Landscaping		
Landscaping Contracted Services	103,425	20,186
Additional Landscaping Repairs & Maintenance	20,000	0

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
NOVEMBER 2023**

	ANNUAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 11/30/23
REVENUES		
Entrance/Amenity Plant Replacement	2,400	0
Mulch	15,000	0
Palm Tree Maintenance	14,700	0
Oak Tree Maintenance	6,825	0
<u>Landscaping Subtotal</u>	162,350	20,186
Common Areas, Right of Ways & Perimeter Walls		
Street Light Repairs & Maintenance	9,000	0
Entrance Vehicular Gates Repairs & Maintenance	7,760	0
Pedestrian Entry Gates & Walls Maintenance	8,000	0
Common Area Repairs & Maintenance	6,000	609
Sidewalk Cleaning	8,000	0
<u>Commons Areas, Right of Ways & Perimeter Walls Subtotal</u>	38,760	609
Security Monitoring Services		
Fire Detection Services	2,432	1,250
Access Control Services	2,918	0
Intrusion Services	1,780	0
Security Monitoring Repairs & Maintenance	2,500	0
<u>Security Monitoring Services Subtotal</u>	9,630	1,250
Utilities		
Electric Services	54,394	0
Telephone, Fax & Internet	3,946	0
Water & Sewer Services	4,000	0
Gate Kiosk Internet Services	2,850	0
<u>Utilities Subtotal</u>	65,190	0
Other		
Contingency/Miscellaneous Expenditures	10,000	18,821
<u>Other Subtotal</u>	10,000	18,821
Total Operations & Maintenance Expenditures	\$ 614,978	\$ 115,054
Total Expenditures	\$ 783,585	\$ 153,622
Other Financing Uses		
Capital Reserve Transfer Out	59,810	0
Disaster Reserve Transfer Out	30,000	0
Roadway Reserve Transfer Out	30,000	0
Total Other Financing Uses	119,810	0
Total Expenditures & Reserves	903,395	153,622
REVENUES LESS EXPENDITURES	\$ 392,528	\$ 57,976
Bond Payments	315,021	51,587)
BALANCE	\$ 77,507	\$ 6,389
County Appraiser & Tax Collector Fee	25,836	4,269)
Discounts For Early Payments	51,671	8,669)
EXCESS/ (SHORTFALL)	\$ -	\$ (6,549)
Carryover From Prior Year	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (6,549)

Cash & Money Market Bank Balance As Of 11/30/23	\$ 334,371.35
Truist Reserve Accounts As Of 11/30/23	\$ 325,047.42
Accounts Payable As Of 11/30/23	\$ 127,471.88
Accounts Receivable As Of 11/30/23	\$ -
Capital Reserve As Of 11/30/23	\$ 264,592.00
Roadway Reserve As Of 11/30/23	\$ 149,710.00
Available Funds As Of 11/30/23	\$ 117,644.89

Montecito Community Development District
Expenditures
October through November 2023

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Expenditures					
01-1301 · Supervisor Fees					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S	2,000.00
Total 01-1301 · Supervisor Fees					2,000.00
01-1310 · Engineering					
	10/31/2023	98230	Culpepper Terpening Inc.	Professional Services through October 31, 2023	2,385.00
Total 01-1310 · Engineering					2,385.00
01-1311 · Management Fees					
	10/31/2023	2023-1335	Special District Services	Management Fee Oct 2023	4,500.00
	11/30/2023	2023-1674	Special District Services	Management Fee Nov 2023	4,500.00
Total 01-1311 · Management Fees					9,000.00
01-1315 · Legal Fees					
	10/31/2023	183890	Billing, Cochran, Lyles, Mauro Ramsey	Legal Fees Oct 2023	7,362.50
Total 01-1315 · Legal Fees					7,362.50
01-1450 · Insurance (Liability)					
	10/01/2023	20346	Egis Insurance Advisors	Policy #100123654 10/01/2023-10/01/2024 Acct #486	15,218.00
Total 01-1450 · Insurance Liability					15,218.00
01-1451 · Property Insurance					
	10/01/2023	20346	Egis Insurance Advisors	Policy #100123654 10/01/2023-10/01/2024 Acct #486	26,286.00
Total 01-1451 · Property Insurance					26,286.00
01-1511 · Bank Service Charges					
	11/17/2023	1422	Truist Bank	PAYMENT FEE	39.00
	11/17/2023	1422	Truist Bank	PURCHASE *FINANCE CHARGE*	22.74
Total 01-1511 · Bank Service Charges					61.74
01-1512 · Miscellaneous					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S	53.25
	11/30/2023	2023-1674	Special District Services	Travel Oct 2023	95.63
	11/30/2023	2023-1674	Special District Services	Charge Back: Certified Mail	10.26
Total 01-1512 · Miscellaneous					159.14
01-1513 · Postage and Delivery					
	11/30/2023	2023-1674	Special District Services	FedEx Oct 2023	645.46
Total 01-1513 · Postage and Delivery					645.46
01-1514 · Office Supplies					
	10/31/2023	2023-1335	Special District Services	Copier Sept 2023	41.40
	11/30/2023	2023-1674	Special District Services	Copier Oct 2023	320.25
	11/30/2023	2023-1674	Special District Services	Meeting Books Oct 2023	40.00
Total 01-1514 · Office Supplies					401.65
01-1540 · Dues, License & Subscriptions					
	10/02/2023	88833	Dept of Economic Opp, Bureau of	Fiscal Year 2023 2024 Special District State Fee Invoice	175.00
	10/17/2023	1422	Truist Bank	Mailchimp	26.50
	10/17/2023	1422	Truist Bank	CITY OF SATELLITE BEACH - Golf Cart Licensing	154.50
	11/17/2023	1422	Truist Bank	Mailchimp	26.50
Total 01-1540 · Dues, License & Subscriptions					382.50
01-1570 · Website Maintenance					

Montecito Community Development District
Expenditures
October through November 2023

	Date	Invoice #	Vendor	Memo	Amount
	10/31/2023	2023-1335	Special District Services	Website Fee Oct 2023	300.00
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	200.00
	11/30/2023	2023-1674	Special District Services	Website Fee Nov 2023	300.00
Total 01-1570 · Website Maintenance					800.00
01-1801 · Landscaping Maintenance					
	10/01/2023	18102	Progreen Services Llc	Monthly Landscape Maintenance Service Oct 2023	6,500.00
	10/10/2023	18213	Progreen Services Llc	Provide labor and material to remove 1 Royal Palms including	1,500.00
	10/30/2023	18312	Progreen Services Llc	Provide labor and material to complete required repairs fromoutage on 10/4/23.	3,141.00
	10/31/2023	18472	Progreen Services Llc	Provide labor and material to repair mainline and replace 12 valveboxes on 10/12/23	1,154.07
	10/31/2023	18473	Progreen Services Llc	Provide labor and material to make all needed repairs during the Oct 2023 Irrigation inspection.	1,390.50
	11/01/2023	18431	Progreen Services Llc	Monthly Landscape Maintenance Service Nov 2023	6,500.00
Total 01-1801 · Landscaping Maintenance					20,185.57
01-1807 · Lake Maintenance					
	10/11/2023	31393A	Fountain Design Group Inc.	CONTROL PANEL PADLOCK TECHNICIAN INSTALLED NEW CONTROL PANEL LOCKS	280.02
	10/18/2023	455620	ECOR Industries	Aquatic Weed Control Service-	530.00
	11/13/2023	31720A	Fountain Design Group Inc.	INTERMATIC TIMER T-101TECHNICIAN INSTALLED A NEW TIMER	244.31
	11/18/2023	457634	ECOR Industries	Aquatic Weed Control Service-Nov 2023	530.00
Total 01-1807 · Lake Maintenance					1,584.33
01-1815 · Maintenance Contingency					
	10/10/2023	334056	Collis Roofing Inc.	1st draw Commencement	18,821.00
Total 01-1815 · Maintenance Contingency					18,821.00
01-1817 · Fire Detection Services					
	10/19/2023	505301	Sonitrol of Tallahassee	Customer Number R5C002107 Replaced batteries in smoke detector and pull station	59.00
	10/25/2023	506156	Sonitrol of Tallahassee	Fire Alarm Test & InspectionAccess Control Services Fire Services Intrusion Services11/01/2023 -...	565.92
	10/31/2023	501904	Sonitrol of Tallahassee	Montecito Community - 208 Montecito Drive, Satellite Beach, FL Fire Alarm Test & Inspection	565.92
	11/07/2023	508757	Sonitrol of Tallahassee	Montecito Community - 208 Montecito Drive, Satellite Beach, FLTrip Charge	59.00
Total 01-1817 · Fire Detection Services					1,249.84
01-1829 · Fountain Repairs & Maint					
	11/13/2023	31721A	Fountain Design Group Inc.	LAKE PACIFICA: INSTALLATION OF A NEW 5HP	5,038.00
Total 01-1829 · Fountain Repairs & Maint					5,038.00
01-1831 · Irrigation Monitoring					
	10/01/2023	2112	Insight Irrigation Monitoring	MonitoringMonitoring irrigation clocks and Hoover Pumps	499.00
	10/23/2023	2135	Insight Irrigation Monitoring	Consulting Irrigation Analysis and Inspection of Montecito Irrigation System	4,000.00
	10/23/2023	2136	Insight Irrigation Monitoring	Consulting East Controller Replacement	6,900.00
	11/01/2023	2153	Insight Irrigation Monitoring	MonitoringMonitoring irrigation clocks and Hoover Pumps at Montecito.	499.00
Total 01-1831 · Irrigation Monitoring					11,898.00
01-1833 · Hoover Pumps - Repairs					
	11/09/2023	176874	Hoover Pumping Systems Corporation	8563-Montecito Phase 2C:PM 8563	4,198.33
Total 01-1833 · Hoover Pumps - Repairs					4,198.33
01-1836 · Common Area Repairs & Maint					
	10/09/2023	09-15314	GAULT ELECTRIC LLC	10/6/2023: REPLACED DEFECTIVE LAMP IN LIGHT	238.50
	10/17/2023	1422	Truist Bank	LOWES - Lighting	-14.94
	10/17/2023	1422	Truist Bank	LOWES - Lighting	16.03
	10/17/2023	1422	Truist Bank	INDIAN HARBOUR BEACH	7.05

Montecito Community Development District
Expenditures
October through November 2023

	Date	Invoice #	Vendor	Memo	Amount
	10/17/2023	1422	Truist Bank	LOWES - Lighting	52.32
	10/17/2023	1422	Truist Bank	LOWES - Lighting	9.26
	10/17/2023	1422	Truist Bank	AMAZON - Lighting	258.99
	11/17/2023	1422	Truist Bank	LOWES - Lighting	12.98
	11/17/2023	1422	Truist Bank	LOWES - Lighting	28.71
Total 01-1836 · Common Area Repairs & Maint					608.90
01-1852 · Facility A/C & Heating R&M					
	11/15/2023	i10140	Complete Air and Heat Inc	quarterly maintenance (agreement goodfor 1 year) on 4 A/C systems at clubhouse.	1,700.00
	11/17/2023	1422	Truist Bank	Complete Air and Heat SATELLITE BCHFL	252.78
Total 01-1852 · Facility A/C Heating R M					1,952.78
01-1853 · Amenity Ctr Office Supplies					
	10/17/2023	1422	Truist Bank	Staples - Paper Towels	36.57
	11/17/2023	1422	Truist Bank	Staples - Paper Towels	36.57
	11/17/2023	1422	Truist Bank	Amzn.com/billWA	16.89
Total 01-1853 · Amenity Ctr Office Supplies					90.03
01-1855 · Amnty Ctr Janitorial Svs					
	10/30/2023	1580039669	Coverall North America	Special Commercial Cleaning Service - Deep scrub andwash all pool cushions	1,510.00
	11/01/2023	1580039774	Coverall North America	Commercial Cleaning Services - Nov 2023	2,660.00
Total 01-1855 · Amnty Ctr Janitorial Svs					4,170.00
01-1856 · Pool Service Contr & Repairs					
	10/03/2023	205276	Brevard Pools Inc.	INSTALL NEW HAYWARD CAT2000 CHEMICAL CONTROLLER	4,495.00
	10/17/2023	1422	Truist Bank	PALM CASUAL FURNITURE - Repairs To Pool Umbrellas	570.00
	10/17/2023	1422	Truist Bank	PALM CASUAL FURNITURE - Repairs To Pool Umbrellas	60.00
	10/17/2023	1422	Truist Bank	BATTERIES PLUS - Pool Lift Battery	75.98
	11/01/2023	206207	Brevard Pools Inc.	November 2023 maintenance.Revised	643.00
Total 01-1856 · Pool Service Contr & Repairs					5,843.98
01-1862 · Amenity and Field Mgmt Contract					
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	10,735.00
Total 01-1862 · Amenity and Field Mgmt Contract					10,735.00
01-1863 · Facilities Attendant					
	11/01/2023	414431	Vesta Property Services, Inc.	General ManagerFacilities AttendantWebsite Maintenance	2,391.67
Total 01-1863 · Facilities Attendant					2,391.67
01-1901 · Employee-P/R Taxes					
	11/17/2023	PR 11.08.23		mtg 10.11.23 & 11.08.23 ck 11.20.23 (Catherine L, George H, Tanja G, Richard W, Eric S	153.00
Total 01-1901 · Employee-P/R Taxes					153.00
Total Expenditures					153,622.42

**Montecito Community Development District
Debt Service (Series 2022) Profit & Loss Report November 2023**

	Annual Budget 10/1/23 - 9/30/24	Actual Nov-23	Year To Date Actual 10/1/23 - 11/30/23
Revenues			
Interest Income (DS)	0	515	1,011
NAV Tax Collection	315,021	0	51,587
Bond Prepayments	0	0	0
Total Revenues	\$ 315,021	\$ 515	\$ 52,598
Expenditures			
Principal Payments	205,000	0	0
Interest Payments	110,021	55,641	55,641
Bond Redemption	0	0	0
Total Expenditures	\$ 315,021	\$ 55,641	\$ 55,641
Excess/ (Shortfall)	\$ -	\$ 55,126)	\$ 3,043)

Debt Service Fund Balance As Of 9/30/23	\$ 127,097.60
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Revenue Fund Balance As Of 11/30/23	\$ 39,322.53
Reserve Fund Balance As Of 11/30/23	\$ 33,145.14
A/R Non Ad Valorem Receipts Balance As Of 11/30/23	\$ 51,587.30
Total Debt Service Fund Balance As Of 11/30/23	\$ 124,054.97

Series 2022 Bond Balance As Of 11/30/23	\$ 3,544,000
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**MONTECITO CDD
TAX COLLECTIONS
2023/2024**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	O & M Assessment Income Before Discounts & Fee)	Debt Assessment Income Before Discounts & Fee)	O & M Assessment Income After Discounts & Fee)	Debt Assessment Income After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$1,291,787.00	\$956,658.00	\$ 335,129.00	\$956,658.00	\$ 335,129.00	
									\$1,214,279.00	\$899,258.00	\$ 315,021.00	\$899,258.00	\$ 315,021.00	\$ 315,021.00
1	1	Brevard County Tax Collector	11/20/23	NAV Taxes	\$ 16,074.19		\$ 304.51)	\$ 848.48)	\$ 14,921.20	\$ 11,904.54	\$ 4,169.65	\$ 11,050.60	\$ 3,870.60	\$ 3,870.60
2	2	Brevard County Tax Collector	11/28/23	NAV Taxes	\$ 195,525.05		\$ 3,754.09)	\$ 7,820.87)	\$ 183,950.09	\$ 144,805.85	\$ 50,719.20	\$ 136,233.39	\$ 47,716.70	\$ 47,716.70
3		Paid To Brevard County Property Appraiser	12/05/23	Property Appraiser Fee			\$ 210.50)		\$ 210.50)			\$ 210.50)		\$ -
4									\$ -					\$ -
5									\$ -					\$ -
6									\$ -					\$ -
7									\$ -					\$ -
8									\$ -					\$ -
9									\$ -					\$ -
10									\$ -					\$ -
11									\$ -					\$ -
12									\$ -					\$ -
13									\$ -					\$ -
14									\$ -					\$ -
15									\$ -					\$ -
16									\$ -					\$ -
					\$ 211,599.24	\$ -	\$ 4,269.10)	\$ 8,669.35)	\$ 198,660.79	\$ 156,710.39	\$ 54,888.85	\$ 147,073.49	\$ 51,587.30	\$ 51,587.30

Note: \$1,291,787, \$956,658 and \$335,129 are 2023/2024 Budgeted assessments before discounts and fees.

\$1,214,279, \$899,258 and \$315,021 are 2023/2024 Budgeted assessments after discounts and fees.

23/24 Assessment Roll:
\$1,291,786.57

O&M: \$956,657.81
Debt: \$335,128.76
\$1,291,786.57

\$ 211,599.24
\$ -
\$ 156,710.39)
\$ 54,888.85)
\$ -
\$ 198,660.79
\$ 147,073.49)
\$ 51,587.30)
\$ -