



**MONTECITO
COMMUNITY DEVELOPMENT
DISTRICT**

**BREVARD COUNTY
REGULAR BOARD MEETING
FEBRUARY 14, 2024
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

February 14, 2024

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. January 10, 2024 Regular Board Meeting Minutes.....Page 2
- G. Landscape and Irrigation Report
 - 1. ProGreen.....Page 8
- H. Old Business
 - 1. Status of Consumptive Use Permit (CUP) Compliance
 - 2. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
 - 3. Update on No Parking Signs
- I. New Business
 - 1. Consider Approval of Policy Proposal for "Resident Only" Social Gatherings.....Page 10
 - 2. Discussion Regarding Resolution Adopting a Rule Pertaining to Temporary Access Over and Through District Properties.....Page 17
 - 3. Consider Resolution No. 2024-02 – Adopting a New Reservation Form.....Page 30
 - 4. Consider Approval of Proposal for Amenity Center Door Repairs.....Page 35
 - 5. Consider Approval of Proposal for Weatherproof Wall Mounted Exterior Signs.....Page 38
 - 6. Consider Approval of Proposal for Clubhouse Hedge Cleanup.....Page 40
 - 7. Consider Approval of Expired Facility use Agreement with HOAs.....Page 41
 - 8. Consider Approval of Artesian Well Discharge Header Reconfiguration.....Page 50
- J. General Manager's Report and Related Business Items
 - 1. General Manager's Report.....Page 53
 - 2. Homeowner Request
 - a. Reservation Refund: Laura Halsey.....Page 54
 - 3. Supervisor Request

K. Administrative Matters

1. Legal Report
2. Engineer Report
3. Managers Report

a. Financials.....Page 66

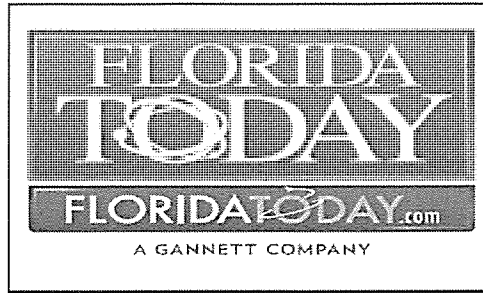
L. Board Member Requests

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
JANUARY 10, 2024**

A. CALL TO ORDER

The Regular Board Meeting of the Montecito Community Development District (the “District”) was called to order at 9:37 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.; Engineer Stef Matthes of Culpepper & Terpening; 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:

- **West Entry Lighting Request**
- **West Controller Station Shrubs**
- **Clubhouse Pump Station Shrubs**
- **Replacement Trees for Poinciana Removals**

There were no further additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

Carol Wellman reported on the “Montecito Social Committee” and voiced support for allowing those events hosted by the Committee to be free of registration and deposit fees.

Mark Nehiba supported the request to waive fees and deposits for community events.

Betsy Vincent commented on the trash and wooden pallets on areas within the community that should be addressed. She also asked for the status of the rocks along the Carlsbad fence, and expressed concern over the sand on the sidewalk adjacent to the fence.

F. APPROVAL OF CONSENT AGENDA

1. December 13, 2023, Regular Board Meeting Minutes

A **motion** was made by Ms. LeCesne, seconded by Mr. Wellman and passed unanimously approving the December 13, 2023, Regular Board Meeting minutes, as presented.

G. LANDSCAPE & IRRIGATION REPORTS

1. ProGreen

Mr. Sakuma announced the report was included in the Board package and Rusty Kahue from ProGreen was in the audience to answer questions.

2. Poinciana Arborist Report

Mr. Kahue notified the Board of the City's Arborist report included in the agenda package. After further discussion, it was noted the Poinciana trees do not have to be replaced when removed. The replacement was a recommendation, not a requirement. After further discussion, the Board determined not to take any action on the following item:

- **Replacement Trees for Poinciana Removals**

The Board considered the following item:

- **West Controller Station Shrubs**

After discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Smith and passed unanimously approving the ProGreen Services proposal to install six shrubs inside the fence of the west controller station, in the amount of \$390.00, as presented.

The Board considered the following item:

- **Clubhouse Pump Station Shrubs**

After discussion, the Board decided not to take any action on the ProGreen Services proposal to install three Crotons along the Clubhouse wall.

The Board considered the following item:

- **West Entry Lighting Request**

After Board discussion, a **motion** was made by Ms. Glynn, seconded by Ms. LeCesne and passed unanimously approving the \$120.00 purchase of six Best Solar Lights to be located at the western entrance to the community, as presented.

H. OLD BUSINESS

1. Status of Consumptive Use Permit (CUP) Compliance

District Engineer Stef Mathes provided the Board with an update on the CUP compliance. He stated that he would continue to work with St. Johns River Water Management to address reporting compliance and also update the permit to reflect to removal of the western well, no longer within the District's boundary.

2. Status of Parcel Conveyances

Mr. Pawelczyk provided the Board with an update on his estimate for the parcels which need to be transferred to the District. After Board discussion, staff were advised to move forward with the transfers and report to the Board if the cost goes over \$3,000.

I. NEW BUSINESS

1. Consider Resolution No. 2024-01 – Policy Spending Authority Goods and Services

Mr. Sakuma presented Resolution 2024-01 entitled:

RESOLUTION NO. 2024-01

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 THAT THIS RESOLUTION REPLACES RESOLUTION 2023-06 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

After Board discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Wellman, and unanimously passed approving and adopting Resolution No. 2024-01, as presented.

2. Discussion Regarding DM/GM Agreement and Scope of Work

No action was taken on this item.

3. Consider Resolution No. 2024-02 – Amending the Adopted Rules, Policies, and Fees for the Amenity Center

Mr. Sakuma presented Resolution 2024-02 entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER TO PROVIDE FOR CONDITIONAL TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LIMITED PURPOSES; PROVIDING DIRECTION TO DISTRICT COUNSEL AND THE DISTRICT MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

After Board discussion, staff was directed to notice a public hearing for March 13, 2024, to consider changes to the temporary access easement process and the associated fees.

4. Discussion Regarding Discontinuing/Clarifying the Usage of the Current Mailchimp Account for Emails to Residents

After Board discussion about the redundancy of the Mailchimp account when Vesta already provides messaging for District residents, consensus was to cancel the Mailchimp account.

5. Update on Towing Policy for Parking Violations

The Board was informed that no existing agreement is in place with “Jacks Towing”. Staff explained the tow company will tow a vehicle if tagged twice within 24 hours, and with approval of the DM, the GM will ask “Jacks” to tow the vehicle.

6. Update on Stop Sign Install at Palos Verde and Point Lobos Drives Intersection

District Engineer, Stef Mathes, led the Board in discussion of the general accepted guidance on installing stop signs within the community. He was unable to confirm that an engineering study would support the Board’s installation of stop signs. If stop signs were to be installed, then he advised temporary blinking notice should be provided reflecting the change in traffic pattern. After further discussion, a **motion** was made by Ms. LeCesne, seconded by Mr. Wellman, and passed (Ms. LeCesne-aye; Ms. Glynn-aye; Mr. Wellman-aye; Mr. Henderson-nay; Mr. Smith-abstained) to install two stop signs and provide notice of the change in traffic by using Mailchimp (email). The Board continued to discuss, and after suggesting perhaps two “caution slow children” signs would be more appropriate, a **motion** was made by Ms. LeCesne, seconded by Mr. Wellman, and passed unanimously voiding the immediately preceding action to install two stop signs and provide notice by Mailchimp. Then, a **motion** was made by Mr. Henson, seconded by Ms. LeCesne, and passed unanimously to install two warning/caution signs, to be recommended by the District Engineer, along Point Lobos Drive.

7. Consider Approval of Policy Proposal for “Resident Only” Social Gatherings

Mr. Wellman expressed his position that resident only gatherings should not be charged a fee, nor should those activities be required to submit a security deposit. After discussion, a **motion** was made by Mr. Wellman to waive the fees and deposit requirements for social gatherings of the Social Committee (a private group, not a Montecito CDD committee). The motion failed for lack of a second.

8. Discussion Regarding South Patrick Afternoon Vehicle Exit Gate Schedule

Mr. Wellman asked if there had been a change in the gate open/closed schedule. Several times the exit gate is not open, even though the entrance gate is open. Ms. Grimm confirmed the schedule had not changed, and that she will check with the maintenance vendor to confirm the gates are operating correctly.

9. Consider Approval of Request for a New Budget Line Item

Mr. Wellman asked the Board to consider having one or more community events funded by the District. After discussion, a **motion** was made by Mr. Wellman to add an “events” line item under the Amenity Center Operations section of the budget. The motion failed for lack of a second.

10. Consider Approval of Modifications to the Amenity Center Reservation Form

Ms. Grimm advised the Board of the draft reservation form included in the Board package, as directed by the Board during their last meeting. After discussion, Mr. Pawelczyk recommended the “unscheduled events or parties” text should reference specific District rules and penalties. A **motion** was made by Ms. LeCesne, seconded by Mr. Wellman, and passed unanimously approving the draft changes to the form, and to include suggested edits to the “unscheduled events or parties” text as noted by the District attorney.

J. GENERAL MANAGER’S REPORT AND RELATED BUSINESS ITEMS

1. General Manager’s Report

Ms. Grimm highlighted several items covered in the General Manager’s Report including trash being left hanging on the fence in the playground. The discussed several actions that could assist, and finally determined to have an existing trash can placed into the playground. A **motion** was made by Ms. LeCesne, seconded by Ms. Glynn, and passed unanimously approving the temporary installation of a trash can in the playground. Mr. Henson asked for the GM to inspect all the park benches in the community.

2. Homeowner Requests

There were no homeowner requests.

3. Supervisor Requests

Ms. LeCesne provided an update on the installation of the donated appliances and asked for Board approval for installation expenses. A **motion** was made by Mr. Henson, seconded by Mr. Smith, and passed unanimously approving up to \$500 for the installation of the donated appliances in the Amenity Center.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Mr. Pawelczyk informed the Board the legislature had passed a law requiring the filing of “Form 6” for certain elected officials, but that does not apply to Montecito Supervisors. The “Form 1” filing is still required. A future memo will come forward to the Board.

2. Engineer Report

No additional Engineering information was provided to the Board.

3. Manager Report

a. Financials

Mr. Sakuma advised the financial report was included in the Board package. Mr. Smith asked if the District had received payment for insurance claims related to sod replacement. Mr. Sakuma noted he would investigate and report to the Board.

L. BOARD MEMBER REQUESTS

1. Mr. Smith – Noted the Reserve Study, paid for by the District, should be used in support of the next budget cycles. He also reflected that contracted professionals offering their recommendations to the Board should be given due consideration.

2. Ms. LeCesne – Explained the purpose of the memo template in helping the Board to consider items brought forward. She also agreed the Reserve Study should be used as a tool for Board decisions.

3. Ms. Glynn – Asked if SDS would assist in setting up short and long term plans that could be based on the Reserve Study.

M. COMMENTS FROM THE AUDIENCE

Mr. Bourdeau asked if the District Engineer had any information about impacts of multiple wells on the property, specifically toward salinity. He proposed the District and HOAs could find a way to work together in making sure temporary access agreements were being utilized as required. He noted many nuts and bolts anchoring the benches in the community do not appear to be stainless steel.

A resident asked for an update on the proposed rock installation along the western fence. Mr. Sakuma provided an update.

N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced the next scheduled meeting would be held February 14, 2024.

O. ADJOURNMENT

There being no further business to come before the Board, Ms. LeCesne made a **motion** adjourning the meeting at 1:03 p.m., seconded by Mr. Wellman without objection.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair



Date: 1/31/24

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Weekly:

Met with Tina weekly to complete landscaping inspections.

Daily Task:

1/12 – 1/18 – Wet checks completed.

1/17 – Removed the 5 Poinciana Trees behind the club house. The stumps are scheduled for removal on 2/2/24. We will be providing new mulch to cover the areas from the stumps.

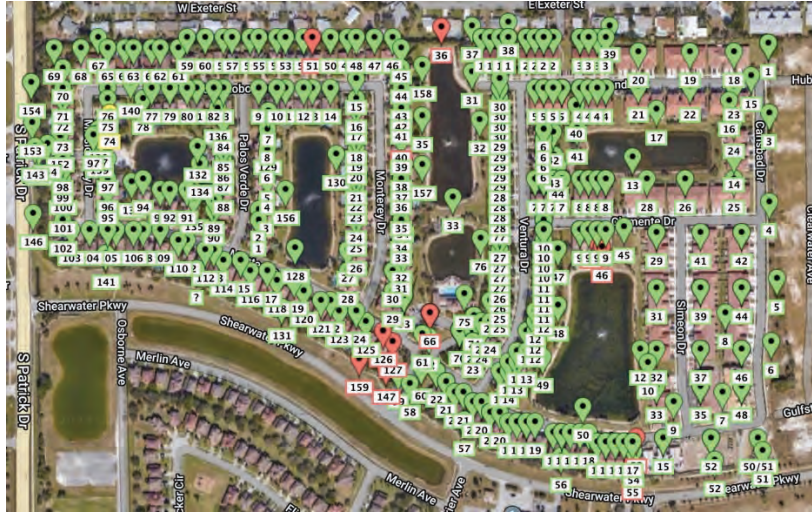
1/17 - Completed inspections and repairs on alarms from the Insight report.

1/19 - Trimmed the palms along Carlsbad.

1/19 – Removed sand along sidewalk on Carlsbad from the Vue subdivision.

1/26 - Installed new dirt and sod in the common area at 94/96 Redondo Dr. Also removed the one agave shrub along the wall.

Current Irrigation Map: 1/26/24



Maintenance Service Schedule:

Service date for the CDD in February is on Thursday. We are on our off-season schedule of service every other week. We will have crews on the property on Wednesday – Friday servicing the Single Family and Townhouse areas as well.

- Mowing Schedule for February – 2/1, 2/15 and 2/29. Subject to change depending on weather.
- Detail and Enhancement Schedule – 2/1 and 2/15.
- Bed Weed Treatments are scheduled as necessary.

Montecito – CDD Upcoming Enhancement Estimates

ending - Install Rock along the Vue fence on Carlsbad.

Removal of vine from the hedge to the right of the club house.

Agenda Memo

Date: February 14, 2024

Subject: Policy Proposal for "Resident Only" Social Gatherings

Person Making Request: Supervisor Wellman

Requested Board Action: Policy change, see attached.

Why Request/Change Required (Background Information): See attached.

Does this impact Governmental requirements? (If so, explain): n/a

What is changing from the baseline or previously approved Board action? Yes.

Describe old item/process: Fee for reservation of amenity center.

Describe new item/process: No charge for certain groups/events.

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): n/a

Recurring Cost (ongoing/maintenance/etc.): loss of potential reservation revenue.

Funding Source(s): (O/M, Facilities, Capital, Reserve) n/a

Staff Recommendation (if applicable) n/a

(Attachments: RFP, Proposals, Invoicing, etc)

New Amenity Center Rule

PREAMBLE

The following proposed rule is being submitted for CDD Board approval.

Background

Historically, members could conduct resident-only events at the Amenity Center without payment of fees or deposits. Currently, the board requires a signed rental agreement and payment of a security deposit (per the schedule outlined in the room rental agreement) for events created by the Community Social Committee (CSC).

CSC Mission Statement:

“The mission of the Montecito Community Social Committee is to bring together all members—from both the single-family homes and the townhomes—who share similar interests in congenial social activities and to preserve and perpetuate the traditional spirit of friendly and wholesome community gatherings.”

Language: Our district counsel recommends that we use the word “Member” in place of “Patron or Property Owner”. Since “Member” is not defined in the “Adopted Rules, Policies and Fees for the Montecito Amenity Center” list of Definitions on page 2, a proposed definition for “Member” follows: “Member” – shall mean all residents of Montecito who are either registered property owners or renters holding a valid lease agreement for 12 or more months.

Accountability: Members of the CSC accept responsibility for all aspects of any event that they plan and for the conduct of the community. Because no one will be restricted from using the facilities while these events are ongoing, they cannot be defined as “private.”

Fees: This proposed rule change has been discussed with three independent CDD District Managers, including our current District Manager, Frank Sakuma (of Special District Services, Inc.) and with Lea Stokes of Vesta. In several communities within the State of Florida, there is precedent for not charging a fee or security deposit when events are scheduled for “members only.” That said, when alcohol is being consumed, all communities require a fee or an insurance policy. In our case, the Montecito CDD would be included as “additional insured” on the required policy.

Rationale: Because our amenities were created for use by the community’s members, and no fees are required to use the exercise room or the pool, why should there be a security deposit for use of the great room? Members use fitness equipment, and we have a budget to fix broken and worn-out equipment; likewise, for the pool furniture. Why should we treat the furniture and fixtures in the great room any differently than the other amenities?

Our the 2023 amended budget for “Amenity Operations” has line items for the following Amenity Center areas:

2023 [Amended]	Budget	Actual	Diff
Repairs and Maintenance	\$12,000.00	\$10,499.00	\$1501.00
Fitness Equipment Repairs and Maintenance	\$3,000.00	\$4,126.00	(\$1126.00)
Playground Repairs and Maintenance	\$1,000.00	\$0.00	\$1,000
Pool Service Repairs and Maintenance	\$15,000.00	\$14,559.00	\$401.00
			Excess = \$1776

Because we have a line item for Repairs and Maintenance, any costs associated with wear and tear caused by member use of the facility should come from this budget.

Implementation: The new proposed rule should be added to the “Adopted Rules, Policies and Fees for the Montecito Amenity center” for the express benefit of our residents/members. If approved, this proposed Rule could be inserted between “LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY” and “AMENITY FACILITY OPERATIONS”

Bottom line: Any accidental damage caused by members can be covered by the Repairs and Maintenance budget. If damage is intentional, the member (or members) causing such damage will be individually held responsible and will be required to compensate the district under currents policies/rules.

PROPOSED RULE

MEMBER ONLY EVENTS

The Community Social Committee (CSC) is responsible for the planning, coordinating, and conducting member-only events using CDD facilities. Attendees at member-only events will only include Montecito property owners and renters with a minimum of a 12-month contract.

To obtain approval to conduct an event the CSC completes the “Amenity Center Use Application - Member Only Event” form and submits it to the Amenity Center General manager. Together they will discuss the event, working out a date that is not in conflict with other reserved events/meetings. The General Manager will have it included on the agenda for the upcoming CDD monthly meeting. If approved/disapproved by the CDD Board of Supervisors and the District Manager, the General Manager will inform the CSC coordinator of the board’s decision.

The CSC will be responsible for preparing an invitation and informing all members of the date, time, and description of the event once the event has been approved by the CDD board.

Exhibit 2

Amenity Center Use Application – Member Only form

Amenity Center Use Application - Member-Only Event

Event Coordinator name: _____

Date of the event: ____/____/____ or alternant ____/____/____

Starting and ending time of the event: ____: ____ - ____: ____ 5 hr. Max

Describe the event:

☐ Alcohol is allowed at this event. Insurance policy included as an attachment.

What facility space and equipment will be needed: _____

*Signed Event Coordinator: _____ date _____

Signed General Manager: _____ date _____

CDD Board ☐ Approved

☐ Disapproved Reason _____

District Manager ☐ Approved

*See additional conditions next page.

ADDITIONAL CONDITIONS

During an approved event the CSC agrees to the following policies/rules:

1. ☐ The CSC Coordinator and other CSC committee members agree that the maximum number of occupants as posted will not be exceeded during any event.
2. ☐ The five (5) hour maximum time limit includes setup, teardown, and cleanup time.
3. ☐ No wet bathing suits, towels, or wet clothing are allowed in the space being used for an event.

At the *completion* of an approved event conducted by the CSC the requesting Coordinator assures the following will be adhered to:

Check List:

1. ☐ Ensure that all garbage is removed and placed in the appropriate trash bins.
2. ☐ Remove all displays, favors, or remnants of the event.

(No adhesives are permitted on walls or windows).

3. ☐ Wipe off and restore furniture and other items to their original position.
4. ☐ Wipe off counters, tabletops and sink area.
5. ☐ Ensure that no damage has occurred to the Amenity Center Clubhouse Rooms and its surrounding property and facilities if used by members at this event.

I have read, and understand, and agree with the rules/ policies set forth in this document.

CSC Coordinator initial _____

GENERAL MANAGER - AFTER EVENT INSPECTION

Event date: ____/____/____

I visually inspected the facility after the event.

☐ All was found to be as agreed to by the event CSC Coordinator, therefore no follow-up is required. Submitted to the District Manager. Date ____/____/____

☐ I found the following condition and have discussed it with the event coordinator:

☐ Follow-up is required by the District Manager and/or the Board of supervisors.

This completed discrepancy inspection form is being forwarded to the District Manager and to the CDD Board of Supervisors for their action.

Dated: ____/____/____

Signed: _____ Amenity Center Manager

Agenda Memo

Date: February 14, 2024

Subject: Temporary Access Agreements – Review of pending action and processes.

Person Making Request: Board and Residents

Requested Board Action: Policy change, see attached.

Why Request/Change Required (Background Information): See attached.

Does this impact Governmental requirements? (If so, explain): n/a

What is changing from the baseline or previously approved Board action? Yes.

Describe old item/process: Temporary access easement process.

Describe new item/process: See attached.

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): n/a

Recurring Cost (ongoing/maintenance/etc.): Reduction of cost to applicant.

Funding Source(s): (O/M, Facilities, Capital, Reserve) Applicant.

Staff Recommendation (if applicable) n/a

(Attachments: RFP, Proposals, Invoicing, etc)

RESOLUTION 2024-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER TO PROVIDE FOR CONDITIONAL TEMPORARY ACCESS OVER DISTRICT PROPERTY FOR LIMITED PURPOSES; PROVIDING DIRECTION TO DISTRICT COUNSEL AND THE DISTRICT MANAGER; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

WHEREAS, the District owns, operates, and maintains certain lands and recreational amenity facilities within the boundaries of the District; and

WHEREAS, on January 19, 2015, pursuant to Resolution 2015-05 the District Board of Supervisors approved the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, which Rules were subsequently amended on October 29, 2018, pursuant to Resolution 2019-01 (collectively, the "Rules"), which Rules pertain and govern the use of the District's lands and recreational facilities; and

WHEREAS, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.035(2), Florida Statutes, the District is authorized to adopt and modify rules prescribing the conduct of the business of the District, the operation and maintenance of the District lands and facilities; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board desires to amend the section of the Rules entitled, "USE OF DISTRICT PROPERTY" to provide for temporary access to residential property owners within the District over property owned by the District or for which the District is responsible to maintain; and

WHEREAS, it is the intent of the District Board that the Rules amendments provided for herein will replace the use of the Temporary Access Easement instrument previously authorized and currently utilized pursuant to Resolution 2023-10, adopted July 12, 2023; and

WHEREAS, the Board finds and determines that these Rules amendments will be a cost and time savings for the District and will make it much easier and more efficient for residential property owners to secure access over District property interests in order to make improvements to their properties where such access is required; and

WHEREAS, the District advertised a public hearing for _____, 2024, in order to hear and receive comments on the proposed changes and additions to the Rules pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after the duly advertised public hearing held on _____, 2024 the District Board of Supervisors has determined that it is in the best interests of the District and the residents of and visitors to the District to adopt the amendments, changes, revisions, additions and deletions to the Rules as provided herein, and to incorporate the same into an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center.

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 are incorporated in and adopted as part of this Resolution.

Section 2. The section of the Rules, entitled “USE OF DISTRICT PROPERTY,” is amended, as follows:

USE OF DISTRICT PROPERTY

(1) No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the District Property, except building material during the course of any previously approved residence improvement by the Master Homeowners Association, Single Family Homeowners Association and/or Townhomes Association, as set forth in the covenants of the respective Homeowners Association.

(2) The misuse, disabling, modification, tampering, interference of any District property, including, but not limited to irrigation pumps, timers, valves, gates, security system, air conditioning system and controls, pool pumps and systems, furniture, kitchen equipment, decorations, lighting and lighting controls, internet, audio visual equipment, fitness equipment, playground facilities, District’s rights-of-way, road verge, District’s landscaping, and District’s signage is strictly prohibited.

(3) Temporary Access for purposes of approved residence improvement. A Property Owner may request permission, for a limited time period, to utilize District property for purposes of ingress and egress in order to access the residential property of said Property Owner to accommodate the installation or

construction of a residential improvement (i.e. the Property Owner requests the use of District property for purposes of ingress and egress in connection with the installation of a paver deck in Property Owner's backyard). The District may grant such permission to the Property Owner under the following conditions:

- a. Property Owner completes and executes a Montecito CDD Temporary Access Request Form and Agreement (the "Request Form") agreeing to all terms of the Request Form, and Property Owner delivers the same with all required back-up documentation and information required by this section to the District (the Request Form can be obtained from and all submittals required by this section shall be made to the General Manager of the Montecito Beach Club Amenity Center (the "General Manager") or to the individual otherwise designated by motion of the Board); and
- b. Property Owner has secured and submits to the General Manager written approval from the architectural review board (ARB) having jurisdiction for the improvements proposed to the real property of Property Owner; and
- c. Property Owner provides the General Manager with a detailed description of the proposed work to be performed for the improvements, the location of the work and improvements, and the estimated time to complete the improvements; and
- d. Property Owner provides the General Manager with a detailed sketch or drawing (engineering plans or survey is not required) of the location of the District property (the "Ingress/Egress Area") that the Property Owner is seeking to utilize for purposes of ingress and egress in order to facilitate the improvements proposed to the real property of Property Owner; and
- e. Property Owner provides the General Manager proof of ownership of the real property of Property Owner; and
- f. Property Owner pays a deposit to the District in the amount of \$ [REDACTED] made payable to the Montecito Community Development District, which deposit will be deposited by the District, and after Property Owner completes the improvements that are the subject of the Request Form, the deposit shall be returned to the Property Owner minus any costs incurred by the District to repair or replace damages to any property or facilities of the District arising out of or in any way connected to Property Owner's use of the Ingress/Egress Area or District property. Any damages in excess of the deposit amount shall be the responsibility of the Property Owner and shall be paid to the District within thirty (30) days of an invoice for the same being sent to Property Owner at the address set forth on the Request Form. After the subject improvements are completed or the Property Owner informs the District that the subject improvements will not be made, the District will return the remaining deposit amount within sixty (60) days of the Property Owner's request to the General Manager for an inspection; and

- g. The Request Form has been executed by the Property Owner, which shall include all lawful fee simple owners of the residential property (i.e. if the husband and wife are owners pursuant to the deed of ownership, both the husband and the wife must sign the Request Form); and
- h. The Ingress/Egress Area shall be no more than ten (10') wide, unless otherwise specified as a special condition by the General Manager on the approved Request Form; and
- i. The permission to use the Ingress/Egress Area for purposes of access, ingress and egress is limited to one hundred eighty (180) days from the date the General Manager executes the Request Form; and
- j. For purposes of this section, the permission to use the Ingress/Egress Area is limited to the Property Owner and Property Owner's agents, assigns, employees and independent contractors, for which Property Owner shall be fully responsible; and
- k. Property Owner agrees to be responsible for any damages to the Ingress/Egress Area and to any District property or facilities arising out of the use of Ingress/Egress Area as permitted pursuant to this section; and
- l. Nothing in this section or in the Request Form shall be construed to grant Property Owner any permission or authorization to use any portion of District property other than the Ingress/Egress Area, and such permission does not extend to any other District property, privately owned property, or lot of the Property Owner's neighbors or other owners in the vicinity of Property Owner's property; and
- m. Property Owner shall be responsible for securing all required permits from the City of Satellite Beach, the applicable homeowner's association, or any governmental entity having jurisdiction over the improvements proposed or made to the property of Property Owner.

(4) Any violation of this section shall invoke the Suspension and Termination of Privileges section set forth herein and subject the violator to the imposition of costs and administrative fees for the removal of offending items and repairs or replacement of any District property damaged.

Section 3. Direction to District Counsel. District Counsel is directed to incorporate the amendments, changes, revisions, additions and deletions provided herein to create an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, and to circulate the same to the District Manager.

Section 4. Direction to District Manager. The District Manager is hereby directed to take all actions consistent with this Resolution. The District Manager shall include this adopted Resolution as part of the Official Records of Proceeding of the District, distribute the Rules as appropriate to affected parties and in accordance with Chapters 120 and 190, Florida Statutes, and post the Rules, as updated pursuant to this Resolution, on the District's website.

Section 5. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict. Specifically, Resolution

2018-04 and Resolution 2023-19, previously adopted by the Board shall be of no further force and effect.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Montecito Community Development District, this ____ day of _____, 2024 (the “Effective Date”).

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chairperson
Board of Supervisors

MONTECITO CDD
TEMPORARY ACCESS REQUEST FORM AND AGREEMENT

Property Owner(s): _____

Property Owner's property address within CDD: _____
Satellite Beach, Florida 32937

Parcel ID (from Brevard County Property Appraiser): _____
Lot # _____, Plat of _____ (Plat Book ____, Page__)

Property Owner's Home Address (if different from above): _____

Proposed improvement(s) to Property Owner property (the "Improvements"):

Describe improvements: _____

Location of Improvements (i.e. rear yard, side yard): _____

Estimated Completion Date: _____

Special Conditions requested by Property Owner: _____
(not approved unless identified as part of the approval on page 4 hereof)

Montecito CDD Property ("District Property") over which Property Owner requests temporary access (identify each parcel by Parcel ID and legal description (by Plat), as identified by the Brevard County Property Appraiser:

Parcel ID (from Brevard County Property Appraiser): _____
Tract _____, Plat of _____ (Plat Book ____, Page__)

And

Parcel ID (from Brevard County Property Appraiser): _____
Tract _____, Plat of _____ (Plat Book ____, Page__)

Property Owner to attach detailed sketch/drawing identifying the portion(s) of District Property that the Property Owner is requesting access over (the "Ingress/Egress Area"), as limited by the Adopted Rules, Policies, and Fees of the Montecito Amenity Center.

Property Owner, by executing this Montecito CDD Temporary Access Request Form and Agreement (the "Request Form") hereby consents to, acknowledges, and agrees as follows:

1. Property Owner has read, understands, and hereby agrees to abide by and be responsible as provided in the section of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, entitled “USE OF DISTRICT PROPERTY,” a copy of which is attached to and made a part of this Request Form as Exhibit A.

2. Upon acceptance of this Request Form by the General Manager of the Montecito CDD, the Montecito CDD hereby grants to Property Owner a temporary, non-exclusive easement over, upon, under, through, and across the portions of Ingress/Egress Area, as shown in the attached sketch/drawing attached hereto and made a part hereof as Exhibit B, for the purpose of Property Owner gaining access to the Property Owner’s Property (as described above) for the purpose of constructing the Improvements. The Property Owner agrees and acknowledges that, while the Montecito CDD believes that it is the lawful owner of or is the responsible maintenance entity of the Ingress/Egress Area, the Montecito CDD has not verified such ownership and makes no representations or warranties regarding such ownership. It shall be the Property Owner’s responsibility to confirm property-ownership to ensure that Property Owner is not using property over which it has not been granted legal access. Additionally, Property Owner agrees and acknowledges that the Montecito CDD makes no representations or warranties that the Ingress/Egress Area is wide enough or suitable for the Property Owner’s needs. To the extent there is any discrepancy in ownership or if the Ingress/Egress Area is not wide or large enough or otherwise suitable for the Property Owner’s needs, the Property Owner, on behalf of Property Owner and its contractors, agents, employees, and assigns, assumes any and all risk and liability associated with trespassing or any other unauthorized use of such property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Ingress/Egress Area.

3. Property Owner agrees to indemnify and hold the Montecito CDD, its officers, agents, and employees harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims arise out of or are in any way connected with the acts, omissions or negligence in the use of the Ingress/Egress Area or other lands or with respect to the installation or construction of the Improvements by Property Owner, Property Owner’s agents, employees or independent contractors.

4. In the event that Property Owner, Property Owner’s employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Ingress/Egress Area or any of the improvements or facilities located within the Ingress/Egress Area or causes damage to the District Property or the Montecito CDD’s other property or any improvements or facilities located thereon, in the exercise of the rights granted herein, Property Owner shall be responsible for any and all such damages. Property Owner, at Property Owner’s sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. Property Owner shall allow no lien to attach to the Ingress/Egress Area or any

improvements located on said property, the District Property, or the Montecito CDD's other property arising out of work performed by, for, or on behalf of Property Owner. Property Owner shall be fully responsible for any damages to Montecito CDD-owned or private property arising out of or in any way connected with Property Owner's exercise of the rights granted herein. Further, nothing herein shall be construed or interpreted to require the Montecito CDD to move or remove any of its facilities, including, but not limited to, irrigation lines, fencing, and landscaping, located within the Property Owner's Property or the District Property. Property Owner shall be responsible and liable for any and all costs associated with the moving, removal, or damages to such facilities. Property Owner understands and acknowledges that Property Owner is responsible for the acts, omissions, and negligence of Property Owner's agents, including any contractors or subcontractors performing work or providing services on behalf of Property Owner or at the Property Owner's direction.

5. NOTHING HEREIN PURPORTS TO GRANT PROPERTY OWNER ANY PERMISSION OR AUTHORIZATION TO UTILIZE ANY PORTION OF ANY PROPERTY OTHER THAN THE INGRESS/EGRESS AREA. THE APPROVAL DOES NOT GRANT ANY PERMISSION FOR USE OR ACCESS OVER ANY OTHER PRIVATE LOTS OR OTHER PROPERTIES OF THE MONTECITO CDD OR OTHERWISE. PROPERTY OWNER SHALL BE RESPONSIBLE TO SECURE THE PERMISSION OR AUTHORIZATION TO UTILIZE ANY SUCH OTHER PROPERTY AS NEEDED.

6. In the event that the Montecito CDD seeks to enforce this Request Form by court proceedings or otherwise, then the Montecito CDD, if the prevailing party, shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings. Venue for purpose of any litigation or other proceedings shall be Brevard County, Florida.

[the remainder of this page intentionally left blank]

WITH THE SUBMITTAL OF THIS REQUEST FORM to the Montecito CDD, the Property Owner consents, acknowledges and agrees to the provisions of this Request Form and the section of the Adopted Rules, Policies, and Fees of the Montecito Amenity Center, entitled "USE OF DISTRICT PROPERTY."

PROPERTY OWNER(s):

Print name: _____

Date: _____

Print name: _____

Date: _____

MONTECITO CDD (area below to be completed by the General Manager of the Montecito CDD):

Date initial submittal of Request Form received by General Manager: _____

_____ (GM Initial) Deposit Received

_____ (GM Initial) Proof of Ownership Received

_____ (GM Initial) ARB Approval Received

_____ (GM Initial) Sketch/Drawing of Ingress/Egress Area Received

_____ (GM Initial) Insurance Certificate (Montecito CDD as additional insured) Received

_____ (GM Initial for approval or N/A) Special Conditions approved

The General Manager of the Montecito Beach Club Amenity Center of the District hereby finds that this Request Form is complete and is approved. Upon execution by the General Manager, this shall constitute an agreement between the Montecito CDD and the Property Owner. Temporary access over the Ingress/Egress Area shall expire 180 days from the date of approval.

Print name: _____

Title: _____

Date Approved: _____

Upon approval of this Request Form, the General Manager shall transmit the Request Form, all exhibits and required back-up documentation thereto to the District Manager of the Montecito CDD.

Exhibit A

Adopted Rules, Policies, and Fees for the Montecito Amenity Center

USE OF DISTRICT PROPERTY

[to be added once adopted]

Exhibit B

Ingress/Egress Area

Submit a Maintenance Request #78951242

Completed on Feb 04, 2024 5:18 pm

JAMES E BOURDEAU

seloni@aol.com

m: 918-640-9550

137 CLEMENTE DR SATELLITE BEACH, FL 32937

Name *

James Bourdeau

Property Address *

137 Clemente Drive, Satellite Beach, Florida 32937

Contact Phone Number

(918) 640-9550

Contact Email Address

seloni@aol.com

Area Needing Maintenance *

Communication between TH HOA ARB Committee and the Montecito CDD

Please describe the work that is needed *

Proposal for communication between the Montecito Townhomes of Brevard Homeowners Association (HOA) Architectural Review Board (ARB) Committee and the Montecito Community Development District (CDD) regarding Temporary Access Easement (TAE) Agreements

The issue: Applications for alterations in property owner's yards and exterior features of their townhomes require evaluation by the HOA ARB Committee. As part of this process, consideration currently is given to whether physical access to the site being altered will require traversal of CDD-owned and maintained property. If it is and if the moving of equipment and supplies could damage the route, ARB Committee approval of the application is made contingent upon the property owner obtaining a temporary access easement (TAE) from the CDD. This stipulation is stated explicitly in the approval letter issued by the Architectural Review Processing Department of Leland Management, the HOA's management company. The CDD is not informed by the committee nor by Leland that the homeowner has been asked to obtain the TAE. The process operates as an honor system.

Presently, the ARB Committee does not know whether property owners who have been required to apply for the TAE do so because it is not contacted by the CDD to verify compliance.

Additionally, if the property owner does not apply for the TAE, there is no way for the CDD to know that it had been required. In other words, both sides are 'in the dark,' and the goal of protecting CDD property is not being achieved.

To address the above concern, I propose that the HOA ARB Committee timely notify the general manager of the CDD in writing whenever an application is approved contingent upon the homeowner obtaining a TAE. To ensure that the applicants are following the rules for their proposed projects, I request that the general manager notify the HOA ARB Committee when the TAE is finalized. The suggested process would ensure protection of CDD property and would support the integrity of the ARB application process.

Image, if applicable

Additional Comments

My request is that the above concern be added as an agenda item to the 14 February 2024 meeting of the CDD Board of Supervisors. I plan to attend to the meeting and will answer questions if necessary. Thank you.

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT UPDATING AND REPLACING THE AMENITY CENTER RENTAL ROOM APPLICATION IN THE ADOPTED RULES, POLICIES AND FEES FOR THE MONTECITO AMENITY CENTER WITH A REVISED AMENITY CENTER RENTAL ROOM APPLICATION; PROVIDING DIRECTIONS TO DISTRICT STAFF; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

WHEREAS, the District owns and operates certain recreational amenity facilities within the district, including but not limited to a clubhouse, swimming pool, and playground area (herein the "Amenity Center"); and

WHEREAS, the District Board of Supervisors has determined that it is necessary to update and replace the Amenity Center Rental Room Application that is attached as Exhibit B to the Adopted Rules, Policies and Fees for the Montecito Amenity Center; and

WHEREAS, pursuant to Sections 190.011(5), Florida Statutes, the District is authorized to adopt and modify rules and policies prescribing the conduct of the business of the District and the operation and use of the Amenity Center; and

WHEREAS, the rules governing the use of the Amenity Center and other District improvements as set forth in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center (last revised pursuant to Resolution 2019-01) are not impacted by this Resolution or action by the District Board of Supervisors, as this Resolution has the effect of replacing the Amenity Center Rental Room Application only; and

WHEREAS, the Board of Supervisors finds that it is necessary to replace the Amenity Center Rental Room Application in order to provide for the orderly operation and maintenance of the Amenity Facilities.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. The Amenity Center Rental Room Application form attached as Exhibit B to the Adopted Rules, Policies, and Fees of the Montecito Amenity Center is hereby replaced, in its entirety, with the updated and revised Amenity Center Rental Room Application form attached hereto and made a part hereof as Exhibit A to this Resolution.

Section 3. Direction to District Staff. District Counsel is directed to incorporate the amendments, changes, revisions, additions and deletions provided for herein and in prior resolutions to create an updated version of the Adopted Rules, Policies, and Fees of the Montecito Amenity Center and to circulate the same to the District Manager. The District Manager shall include said Adopted Rules, Policies, and Fees of the Montecito Amenity Center, along with this adopted Resolution, as part of the Official Records of Proceeding of the District, distribute the same as appropriate, and post the same on the District's website. The District Manager is hereby further directed to take all actions consistent with this Resolution.

Section 4. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Montecito Community Development District, this 14th day of February, 2024 (the "Effective Date").

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Frank Sakuma, Secretary

Catherine LeCesne, Chairperson
Board of Supervisors

Exhibit "A" – (revised) Amenity Center Room Rental Application

Exhibit A

Exhibit B: Amenity Center Rental Room Application

MONTECITO AMENITY CENTER RENTAL ROOM APPLICATION

Name: _____ Today's Date: _____
 Street Address: _____
 Daytime Phone: _____
 Intended Use: _____ Estimated Attendance _____
 Date of Event: _____ Time (5hr max.) _____ to _____
 RENTAL COST (Non-Refundable) FEE AMOUNT \$50.00, \$100.00 or \$150.00 CHECK # _____
 RENTAL DEPOSIT COST FEE AMOUNT \$400.00 CHECK # _____
 RENTAL DEPOSIT w/ ALCOHOL FEE AMOUNT \$500.00 CHECK # _____

I agree to indemnify and hold harmless the Montecito Community Development District, and its agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Center. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Center. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Montecito Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

 Signature of Authorized User

 Date

Please initial by each:

1. _____ There is a maximum Capacity of 76 for the Montecito Amenity Center Room (75 attendees, plus a paid attendant if necessary). Residents must inform their guests that once the scheduled party is completed, all guests are requested to exit.
2. _____ The rental fee is Fifty Dollars (\$50.00) for up to 25 guests, One Hundred Dollars (\$100.00) for 26 through 50 guests, and One Hundred Fifty Dollars (\$150.00) for 51 through 75 guests. Checks need to be made payable to MONTECITO CDD.
3. _____ All fees and deposits are required to be paid Seven (7) days prior to the event.
4. _____ The five (5) hour maximum time limit includes setup and cleanup time. Please schedule accordingly.
5. _____ The five (5) hour maximum time limit applies to all guests in attendance. Once party is complete, all guests are required to exit. Standard guest policy applies outside scheduled reservation.
6. _____ No wet bathing suits, towels, or clothing is allowed in the rental room or on the furniture.
7. _____ A refundable security deposit in the amount of Four Hundred Dollars (\$400.00) shall be provided for the Montecito Amenity Center Room, made payable to MONTECITO CDD. If alcohol is authorized, a refundable security deposit in the amount of Five Hundred Dollars (\$500.00) shall be provided for the Montecito Amenity Center Room.
8. _____ All deposit and Fee checks will be deposited prior to event. The refund check will be processed within 7 to 10 business days after a complete clean-up inspection by District Staff has taken place without incident.
- Circle - **Yes or No** Is alcohol being served at your party? (Additional insurance coverage is required if alcohol is going to be provided, and approval by the District Manager is required.)
9. _____ Additional fees may be assessed if the clean up is incomplete or if event is not kept within the identified times.

10._____ Additional Staff Fees may apply if rental is outside of clubhouse site manager's hours.

Circle - **Yes or No** Are there any outside vendors being hired for your event? If yes, please furnish the Management Office with the proper Certificate of Insurance naming the Montecito Community Development District as additionally insured.

11._____ I have read and understand the Amenity Center Rental Policies.

12._____ Game room and pool are not included as part of the Montecito Center Room rental.

13._____ In accordance with the Adopted Rules, Policies, and Fees of the Montecito Amenity Center, any unscheduled events or parties held in the Montecito Amenity Center Room without prior written approval of the District shall be a violation of said rules and may result in a suspension of Amenity Center privileges in accordance with said rules.

14._____ Event insurance is required if alcohol is being served. Insurance can be obtained through a provider of your choice or through www.Theeventhelper.com

JRG Specialty Finishes

1098 Camden Ave NW
Palm Bay, FL 32907

Estimate

Date
1/10/2024

Name / Address
Montecito 208 Montecito Dr Satellite Beach, FL

Project
entry door

[illegible]

Please see Terms and Conditions Policy sent along with your estimate. Thank you.

JRG Specialty Finishes

Terms and Conditions

1. Acceptance of this estimate will require a 1/2 deposit of the total job on the first day of beginning your project. The remaining balance will be due upon completion. Should the project be delayed by the client for any reason an additional draw on the project will be determined on work that has been completed up to that point, with the remaining balance due upon completion.
2. We accept cash, checks and credit cards as a form of payment. Credit cards will incur a 4% processing fee of the total estimate.
3. Changes in the scope of the project once the estimate has been accepted can result in additional charges for both materials and labor. Should the work exceed the time allotted for your project, we will have to schedule the additional work at our next available start date.
4. In determining the final color for your project, two sample colors are provided in the cost of your estimate, should you require additional samples you will be charged for the material cost, this will be added to your estimate. Faux finish samples include up to 4 samples on one board, should you require additional samples for your project you will be charged for the material cost, this will be added to your estimate. Should changes in color be desired once materials have been purchased, you will be charged for additional materials and labor, this will be added to your estimate.
5. Due to the specialty finishes in which we offer to our clients, issues can occur beyond our control which may increase the duration of your project. This can include, but is not limited to: additional application of paint removal strippers, surfaces exceeding optimal or minimal temperature for application of coatings, dry times exceeding typical time due to humidity or high temperatures within the home and weather conditions.
6. Start dates are tentative, we work diligently to stay on task but there are unforeseen circumstances that can arise due to material shortage and weather delays. We will contact you within 48 hours of your given start date should we be delayed. We try not to overlap projects and prefer to complete one before starting another. If the delayed scheduled date does not fit with your schedule, we will move your project to the next available start date.

7. All estimates may be withdrawn by us if not accepted within 30 days. Please note that material costs can fluctuate throughout the year from our distributors, once the estimate has been approved and scheduled we will not adjust the total cost of your estimate should our material price increase. If the estimate is not accepted within the 30 days of receiving it, adjustments of material cost may be made should our cost increase.
8. Certain projects require annual maintenance, we try our best to reach out prior to the date needed to provide these services. If we do not receive a response and the maintenance does not occur, we are not responsible for any deterioration of your finished product. All steps and materials for the maintenance will be available from us, if you decide to do it yourself.

Acceptance of the estimate will result in agreement with our terms and conditions.

Agenda Memo

Date: February 14, 2024

Subject: Weatherproof Wall Mounted Exterior Signs

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): Board

Requested Board Action: Approve the purchase of two (2) weatherproof wall mounted signs, and authorize their installation at the exterior of each entrance to the community.

Why Request/Change Required (Background Information): During the public meeting on January 10th the Board directed staff to come back with recommendations for exterior signage to allow for notices to the community.

Does this impact Governmental requirements? (If so, explain): No.

What is changing from the baseline or previously approved Board action?

Describe old item/process: No exterior signage.

Describe new item/process: Weatherproof exterior signs to allow for notices to be posted.

What will this change help save or avoid? May help to communicate information to residents and guests.

COST: Non-Recurring Cost/Expenses (one time): \$245.79 + installation

Recurring Cost (ongoing/maintenance/etc.): May require cleaning.

Funding Source(s): (O/M, Facilities, Capital, Reserve) O/M "Common Areas, Right of Ways and Perimeter Walls"

Staff Recommendation (if applicable) Attached

(Attachments: RFP, Proposals, Invoicing, etc)



Office Products ▸ Office & School Supplies ▸ Presentation Boards ▸ Bulletin Boards



Blulu 2 Set Enclosed Bulletin Boards Lockable Noticeboard Windproof Outdoor Cork Display Wall Case with Locking Door for School Office Notices(Blue, 46.5 x 36 Inch)

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Size: **46.5 x 36 Inch**

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Brand

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Blulu

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**Only 17 left in stock - order
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ProGreen Services, LLC

ProGreen Services, LLC
5450 10th Avenue North
Greenacres, FL 33463
+1 888377414
NephtelieB@progreenservices.net
www.progreenservices.net

Estimate 6116

ADDRESS	DATE	TOTAL
Montecito Community	02/01/2024	\$1,500.00
Development District		
Montecito CDD		
219 E. Livingston Street		
Orlando, FL 32801		

P.O. NUMBER	SALES REP
Clean Up	Rusty Kahoe

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	One time cleanup of the vines growing through the hedge to the right of the club house. Remove the vine and prune existing shrubs encourage a better overall appearance once the shrubs recover.	1	1,500.00	1,500.00

We appreciate the opportunity!

TOTAL	\$1,500.00
THANK YOU.	

Accepted By Accepted Date

Agenda Memo

Date: February 14, 2024

Subject: Facility Use Agreement (Expired) w/HOAs.

Person Making Request: Staff

Requested Board Action: Consider a new facility use agreement with the HOAs. The prior agreement has expired.

Why Request/Change Required (Background Information): See attached.

Does this impact Governmental requirements? (If so, explain): n/a

What is changing from the baseline or previously approved Board action?

Describe old item/process: No-fee use of facility for HOA meetings.

Describe new item/process: To be determined

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time): n/a

Recurring Cost (ongoing/maintenance/etc.): Possible loss of reservation revenue.

Funding Source(s): (O/M, Facilities, Capital, Reserve) Applicant, if charged.

Staff Recommendation (if applicable) n/a

(Attachments: RFP, Proposals, Invoicing, etc)

**FACILITY USE AGREEMENT
(Montecito Clubhouse)**

THIS FACILITY USE AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, whose mailing address is 215 E. Livingston Street, Orlando, Florida 32801 (the "District"),

and

MONTECITO MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, **MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, and **MONTECITO SINGLE FAMILY OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose addresses are 6972 Lake Gloria Blvd, Orlando, Florida 32809 (the "Associations"),

WHEREAS, the Associations desire to use the clubhouse facility and certain furniture and equipment, at the Montecito Clubhouse property located at 208 Montecito Drive, Satellite Beach, Florida and owned by the District (the "Facility"); and

WHEREAS, the District desires to allow the Associations to use the Facility for the purpose of hosting the Associations' meetings; and

WHEREAS, the District has indicated a willingness to permit the Associations to use the Facility for the described purposes under certain conditions; and

WHEREAS, Associations agree to hold harmless and indemnify the District in connection with the use of the Facility for the uses described herein.

WITNESSETH

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein and the permission granted by the District to the Associations to use the District's clubhouse facilities, the Associations and District agree as follows:

. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

. **Facility and Use.** The District does hereby grant use to the Associations and the Associations do hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Facility, located at 208 Montecito Drive, Satellite Beach, Florida to be used by the Associations solely for the purpose of hosting the Associations' meetings under the conditions set forth in this Agreement.

.1 Utilize the Facility. The Associations may utilize the Facility as follows:

.1.1 The Associations may utilize that portion of the Facility for the purpose of hosting the Associations' meetings, including the main room, kitchen and bathrooms.

.1.2 The Facility may be utilized by the Associations for the purpose of hosting Associations' meetings by reserving the Facility in advance with the Facilities Supervisor or District Manager.

2.1.3. The Association shall arrange access to the Facility for the use of the Facility with the Facilities Supervisor, or in his absence, any other member of the Board of Supervisors of the District, when the Association is using the Facility after normal business hours of the Facility.

.2 Use of Facility Equipment. The Associations may utilize the certain equipment and items along with the use of the Facility for the Associations' meetings as follows:

.2.1 The District's sandwich boards for providing the announcement of the Associations' meetings within the community which requires the Associations to clean the sandwich board prior to and after each use and use the sandwich boards no sooner than 72 hours prior to a meeting and return the sandwich boards to their stored location no later than 24 hours after a meeting.

.2.2 The Associations are not allowed to use any other equipment owned by the District without the direct permission of the District Manager or Facilities Supervisor.

.2.3 The Associations may use the Facility furnishings and move the furnishings in advance of a meeting and shall return such furnishings to their original location immediately after each meeting.

. **Term.** This Agreement shall commence on the later date of execution by the parties (the "Effective Date") and shall continue for a period of one (1) year, unless terminated by either party pursuant to Section 6 below.

4. onditions of Facility Use.

4.1 Facility. Associations have inspected the Facility and accept said Facility in “AS IS” condition. District agrees that immediately after each individual use of the Facility in accordance with this Agreement, the Associations will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the District.

4.2 Utilities. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.

4.3 Indemnification and Hold Harmless. The Associations agree to conduct its activities upon the Facility in a manner so as to not endanger any person lawfully thereon and to, indemnify and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising out or in any way connected to any act, omission, or negligence of the Associations, or their respective officers, agents, employees, or guests, and resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted Facility or improvements thereto, or arising from the use of said Facility by the Associations. The Associations agree that this indemnification provision is applicable beginning on the first day the Associations utilize the Facility for the purposes provided for in this Agreement.

4.5 Insurance. Associations are required to furnish to the District, prior to its use of the Facility, a certificate showing Public Liability or and Property Damage Insurance of not less than \$1,000,000 combined single limits. The proof of insurance provided by the Associations is subject to the review and approval of District.

4.6 Compliance with laws, rules and regulations. The Associations shall comply with all laws of the United States, and of the State of Florida, all ordinances of the City of Satellite Beach, all rules and requirements of the Police, Fire Departments, or other municipal authorities of the City of Satellite Beach, any other applicable local laws, ordinances and regulations and the Montecito Community Development District Rules and Policies Regarding Use of the District’s Clubhouse Facilities, will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of the Associations is called to any such violation on the part of the Associations, or any person employed by or admitted to the Facility by the Associations, the Associations will immediately desist from and correct the violation.

4.7 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964,

the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Associations will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

5. General Provisions.

5.1 Permission to Enter Property. The Associations shall be permitted to enter the Facility to access the clubhouse facility when the clubhouse is open at any time during which this Agreement is effective. The Associations agree that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related business. The Associations agree that it will not unreasonably burden or interrupt advertised meetings of the District Board of Supervisors.

5.2 Evacuation. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

5.3 This Agreement is Non-Exclusive. The Associations understand and agree that during the term of this Agreement, other events, may be held in other parts of the Facility and the facilities in the area of the Facility, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Facility during the term hereof even though they may cause inconvenience to the Associations. The District will make every effort to minimize impact on the Associations' use of the Facility.

5.4 Inspection of Facility. The Associations further represent that its representatives and agents have independently inspected the Facility and that the same are in proper condition for the uses contemplated in this Agreement.

5.5 Security. The Associations acknowledge and understand that District bears no responsibility whatsoever, for negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of the lack or insufficiency of security, safety measures, or protection from vandalism during the use of the Facility.

5.6 Damages to Facility. The Associations shall not damage said Facility, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Facility, the Associations shall return the Facility to the condition the Facility were in prior to Associations' use of the Facility. Any damage whatsoever occurring as a result of a breach of this provision shall be the responsibility of the Associations.

6. Termination or Cancellation.

6.1 District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days notice to the Associations.

6.2 The Associations shall have the right to terminate and rescind this Agreement in its entirety or in part at the option of the Associations for any reason whatsoever upon the providing of at least thirty (30) days notice to District.

6.3 The termination of this Agreement shall not relieve the Associations of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.

7. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by either party, without the prior written consent of the other party endorsed thereon.

8. **Notice.** Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified mail, return receipt requested, or by hand delivery, and addressed as follows:

As to ASSOCIATIONS:

Montecito Master Community Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: Leland Management

Montecito Single Family of Brevard Homeowners Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: Leland Management

Montecito Townhomes of Brevard Homeowners Association, Inc.
6972 Lake Gloria Blvd
Orlando, Florida 32809
Attention: Leland Management

As to DISTRICT:

Montecito Community Development District
9 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, with venue, for purposes of any litigation, lying in Brevard County, Florida.

. **Entire Agreement.** That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.

. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

[REMAINDER OF THIS PAGE INTENTIONAL Y LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

By: Jason Showe
Secretary/Assistant Secretary

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

By: Larry Budhan
Chairman/Vice-Chairman

26th day of October, 2021

WITNESS:

Print Name: _____

Print Name: _____

(CORPORATE SEAL)

WITNESS:

By: Suzanne Armstrong
Print Name: Suzanne Armstrong

By: Kathleen Land
Print Name: Kathleen Land

(CORPORATE SEAL)

WITNESS:

Print Name: _____

**MONTECITO MASTER COMMUNITY
ASSOCIATION, INC.**

By: Larry Budhan
Name: _____
Title: _____
Address: _____

____ day of _____, 2021

**MONTECITO SINGLE FAMILY OF
BREVARD COMMUNITY
ASSOCIATION, INC.**

By: Raymond J. Land
Name: Raymond J. Land
Title: President and Treasurer
Address: 325 POINT LOBOS DR.
SATELLITE, BEACH, FL 32937

26 day of Oct, 2021

**MONTECITO TOWNHOUSES OF
BREVARD COMMUNITY
ASSOCIATION, INC.**

By: _____
Name: _____

Print Name: _____

(CORPORATE SEAL)

Title: _____
Address: _____

_____ day of _____, 2021

Agenda Memo

Date: February 14, 2024

Subject: Artesian Well Discharge Header Reconfiguration

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): Staff

Requested Board Action: Consider proposal from Hoover to repair artesian well.

Why Request/Change Required (Background Information): Repair.

Does this impact Governmental requirements? (If so, explain): n/a

What is changing from the baseline or previously approved Board action? n/a

Describe old item/process:

Describe new item/process:

What will this change help save or avoid?

COST:

Non-Recurring Cost/Expenses (one time):\$7,332.66

Recurring Cost (ongoing/maintenance/etc.): unknown future maintenance costs

Funding Source(s): (O/M, Facilities, Capital, Reserve) O/M

Staff Recommendation (if applicable)

(Attachments: RFP, Proposals, Invoicing, etc)



Proposal

Proposal# SPN101195
Proposal Date: 2/6/2024
Valid Until: 3/7/2024

2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Customer # 5502
Montecito Community Development District
208 Montecito Drive

Satellite Beach, FL 32937
Tel: 321-777-9460 Fax:

Job Site: 5062
Montecito Refill Assembly
674 Mission Bay Dr
Satellite Beach, FL 32937
Tel: -- Contact: Tina Campbell
Model#

Nature of Service:

I/O - Artesian Well Discharge Header Reconfiguration

The following proposal is per your request to review the current operating conditons and components for the artesian well refill located at the west irrigation pump station (ID# 8721) and provide a solution prevent refill activity when the lake is at the desired control elevation. The current set up is such that everything is required to (attempt to) work hydraulically as there is no incoming power to this pumpless well. While that may have been adequate back in 2017, that set up is reportedly no longer functioning.

In order to provide a feasible, yet economically viable option for this low producing augmentation source, we have reviewed taking power and pressure from the irrigation pump station and installing a shut-off valve (same that is used on the pump station).on the discharge header as a means to be able to reliably control the on/off of water into the pond when the well is producing.

Hoover proposes the following -

- Install a new conduit/wire run from the # 8721 control panel along the concrete pads to the well discharge header.
- Furnish and install a small panel to house all of the required electrical components for the float tree and shut off valve operation.
- Furnish and install a new 2" discharge header section with a new 2" flow meter with a 2" Dorot 100 shut-off valve with a 120V solenoid for electrical/hydraulic open/close operation from a newly installed float tree circuitry and new dual floats in the water*.
- Leave existing 3" hydrometer for contrinued reporting needs.

*If the existing dual floats operate as designed, we will re-use those and SUBTRACT \$678 from the final invoice.

Sub Total: \$7,332.66

Grand Total: \$7,332.66

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.



2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Proposal

Proposal# SPN101195
Proposal Date: 2/6/2024
Valid Until: 3/7/2024

Accepted By:
Hoover Pumping Systems, Corp.

A handwritten signature in black ink, appearing to read "Nathan Dreher", written over a horizontal line.

Nathan Dreher

Accepted By:
Montecito Community Development District

Signature/ Printed Name/ Date

MANAGER'S REPORT MONTECITO CDD

Informational/Action Items completed:

1. General Admin, Maintenance, and repairs
 - a. The following items were addressed/ scheduled/ repaired:
 - i. Batteries replaced in all pull stations at clubhouse.
 - ii. Vehicle Gate timers repaired.
 - iii. Solar up lights installed at exterior wall.
 - iv. No parking signs installed in SFH.
 - v. All kitchen appliances are installed in the clubhouse.
 - vi. Completed monthly emergency light check in the clubhouse.
 - vii. Changed lock on kitchen door in clubhouse.
 - viii. Repaired door hinge in game room.
 - ix. Ordered Vehicle gate remotes.
 - x. Poinciana Tree's removed, stumps grinded down, mulch replaced.
 - xi. Water meter readings completed and sent to district engineer.
 - xii. Installed bushes at well area on Montecito.
 - xiii. Pool cushions deep cleaned by Coverall.
 - xiv. Park bench inspection completed.
 - xv. Weekly landscaping meetings completed.
 - xvi. Coordinated with HOA on monthly meeting schedule.
2. Vesta Ticket system –
 - a. All work orders answered and actioned as needed.
 - b. Ticket report included in GM weekly report.
 - c. How to guide located under resources on website.
3. Parking Violations – Records.
 - a. Violations are updated weekly, printed, and placed in binder for recording purposes.
4. Pictures of violations are stored in “car violations” folder and stored on drive.

Agenda Memo

Date: February 14, 2024

Subject: Refund Request / Amenity Center Reservation / Laura Halsey

Person Making Request (Board Supervisor, Homeowner, Staff, Vendor): Homeowner

Requested Board Action: Refund of \$50.00 reservation fee.

Why Request/Change Required (Background Information): Attached.

Does this impact Governmental requirements? (If so, explain): n/a

What is changing from the baseline or previously approved Board action? n/a

Describe old item/process:

Describe new item/process:

What will this change help save or avoid? n/a

COST:

Non-Recurring Cost/Expenses (one time): \$50.00

Recurring Cost (ongoing/maintenance/etc.): \$0

Funding Source(s): (O/M, Facilities, Capital, Reserve) O/M

Staff Recommendation (if applicable): n/a

(Attachments: RFP, Proposals, Invoicing, etc)

Hello, on December 16, 2023 I had a graduation party scheduled.

When we arrived, we noticed there was no appliances in the kitchen, and I was very upset. The only appliance that was there was the oven. After speaking with the manager, he called someone to help take the fridge from one side of the clubhouse and bring it through to the kitchen. My husband had to help because they couldn't fit it through. My husband had to tell them they had to take the doors off so that took time away from decorating and my husband had to help. I was very upset because I expected a fridge to be there all ready to go like the other parties I have had in the past. I was unable to store our food because the fridge was not cool enough. My husband had to go home to heat up the tortillas for our party, because there was no microwave and I could not heat them in the oven, because they needed to be microwaved.

The bottom line is, I'm requesting my \$50 back because I feel the kitchen should've been fully equipped for our party and I wasn't informed that they weren't there. I would have made other arrangements to my menu for the party. Catherine said there was a microwave somewhere but if it was in the closet, I was unaware. There was no microwave in sight and that is not my responsibility to go hunt through closets looking for a microwave to plug-in while I am busy setting up for my daughter's party.

I am requesting my \$50 back. Thank you,

Laura Halsey,

90 Clemente Dr.

From: C LeCESNE, MD/MPH clecesne@montecitocdd.org
Subject: December 16 grad party - Inquiry
Date: Jan 26, 2024 at 00:20:17
To: Laura Halsey laura.halsey1@gmail.com
Cc: Vesta - Campbell Tina, Gen Mgr
tcampbell@vestapropertyservices.com, SDS - Sakuma B Frank, CDM
bsakuma@sdsinc.org, Vesta - Stokes Lea, LCAM, Sr Vice-Pres
lstokes@vestapropertyservices.com

I'm not confused at all. You made your rental arrangements with Denisse, the General Manager at the time, who stated in her email "I'm not confused at all. You made your rental arrangements with Denisse, the General Manager at the time, who stated in her email: forth" at the January BoS meeting — when it was her "job" to do just that since she was there and aware of your concerns.

Our current GM, Tina Campbell provided the correct direction and appropriate response after Denisse forwarded your email to her.

Based on your texts and most recent email, you seem to be operating under the assumption that I can provide a refund. As I have a unilateral authority to simply give you a refund or a credit — that is determined by the Board of Supervisors.

Please do not conflate my statement of facts as opposition. Again, since attending a meeting is an issue, your options are to either address the Board and/or the District Manager or I can submit all of your emails in its place — your choice. Please let me know. be placed on the February 14th agenda for Board consideration.

Thank You.

C. LeCESne, MD/MPH

Chair | Montecito CDD Board of Supervisors

208 Montecito Dr, Satellite Beach, FL 32937

PH: 520.990.5553

FAX: 321.541.9159

EMAIL: clecesne@montecitocdd.org

WEBSITE: www.MontecitoCDD.org

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On Jan 25, 2024, at 19:42, Laura Halsey <laura.halsey1@gmail.com> wrote:

I'm not sure why you are confused. We rented the clubhouse under the impression that the appliances were all in working order and available to us, then someone should have kindly emailed us and let us know then I would've made other arrangements and brought a microwave from my work. My husband and I work during the day. We are unable to attend morning meetings. We get home at 5:30pm. Please let me know what I need to do.

We did not have enough ice for our drinks in our cooler or the cold items that I would have liked to have iced in the kitchen. A microwave was not in the kitchen. Maybe it was in a closet. Maybe the maintenance man should have just gotten it for us and hooked it up. That's not my job.

I rented the clubhouse for a party for my daughter. I don't care what time the fridge was installed. It had no ice nor was cool enough to serve. I want my 50.00 back for not having a proper well equipped kitchen like advertised!! I couldn't heat up my items in the oven. They were items that were not heated.

Laura Halsey

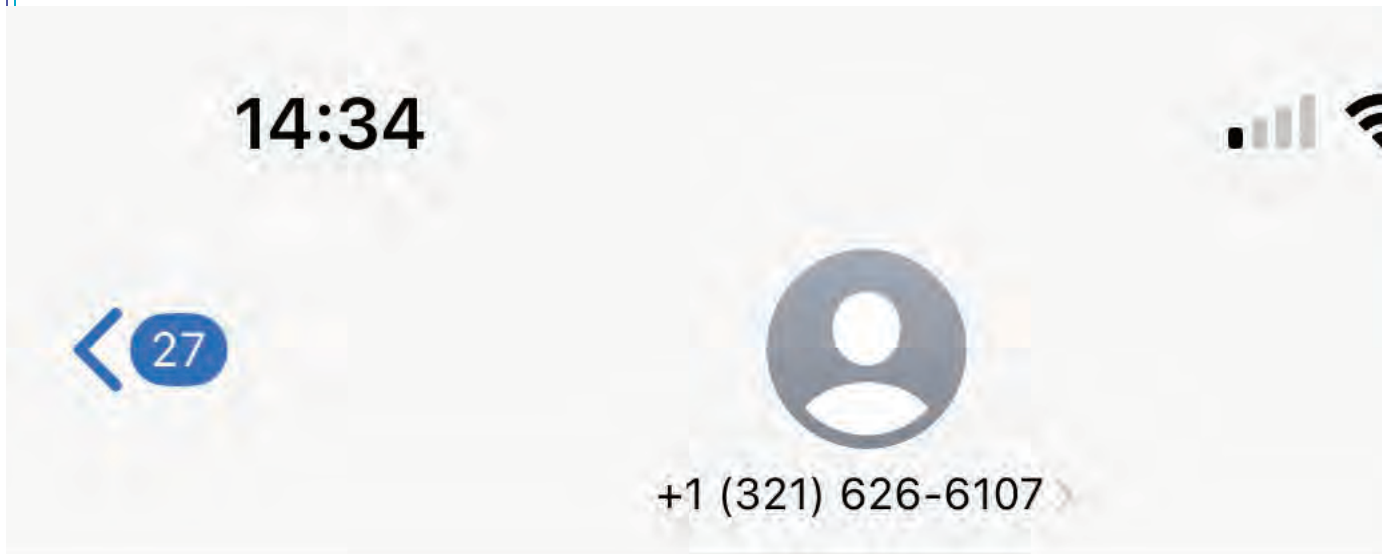
Sent from my iPhone

On Jan 25, 2024, at 2:41PM, C LeCESNE, MD/MPH <clecesne@montecitocdd.org> wrote:

Ms. Halsey—

I'm not sure why you didn't get my email. The below email was sent to you with copy to management this past Tuesday. Per you attached), please confirm receipt of this email.

Thank You.



iMessage
Monday 15:52

Hi Catherine, this is Laura Halsey 90 Clemente Dr. when you get a chance could you please call me so I can talk to you about when I had a graduation party at the clubhouse in December I'm requesting my \$50 back thank you so much when you have time

Monday 17:36

Hi Laura! May I call you in ab
mins??

Ok sure

Tuesday 20:40

Hi I never received and email from you.
I thought you had questions for me to
answer Laura.halsey1@gmail.com

Today 14:04

Hi I never received and email from you.
Regarding my daughters graduation
party December 16, 2023 I thought
you had questions for me to answer

Laura.halsey1@gmail.com

Hello, you were sent email this
Tuesday, January 23, 2024 at 2
EST.



iMessage

14:34



+1 (321) 626-6107 >

Today 14:04

Hi I never received and email from you.
Regarding my daughters graduation
party December 16, 2023 I thought
you had questions for me to answer
Laura.halsey1@gmail.com

Hello, you were sent email this
Tuesday, January 23, 2024 at 2
EST.

No sorry I just checked again in my
Gmail. Do not see anything on Tuesday
or Wednesday or today.



iMessage



C. LeCesne, MD/MPH

Chair | Montecito CDD Board of Supervisors

208 Montecito Dr, Satellite Beach, FL 32937

PH: 520.990.5553

FAX: 321.541.9159

EMAIL: clecesne@montecitocdd.org

WEBSITE: www.MontecitoCDD.org

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Begin forwarded message:

From: "C LeCESNE, MD/MPH" <clecesne@montecitocdd.org>

Date: January 23, 2024 at 21:15:20 EST

To: Laura Halsey <laura.halsey1@gmail.com>

Cc: "Vesta - Campbell Tina, Gen Mgr" <tcampbell@vestapropertyservices.com>, "SDS - Sakuma B Frank, CDM" <bsakuma@sdsinc.com>

Sr Vice-Pres" <lstokes@vestapropertyservices.com>

Subject: December 16 grad party - Inquiry

Good evening Ms. Halsey—

After our phone discussion last night, I was left more confused as to the events of that day. The attached *Adopted Rules, Policies, and Fines* (pages 9-11, and 16) outline the CDD's clubhouse rental policies.

Because of the storms the day of the event, I called Victor at approximately 2:45PM to verify the event was still occurring and he stated, "We have ice for drinks and stuff...". Video surveillance confirms the refrigerator install was completed at 3:44PM — prior to the scheduled event within the 5 hrs allotted in the rental agreement. Both the kitchen's range and oven were available to reheat food. The original microwave was utilized (as it was still available, if needed). Your event did seem to continue without further incident.

I was not privy to your discussions with neither Denisse nor Victor. However, Denisse passed your email on to Tina, which prompted me to do not have the authority to unilaterally approve a refund, that is done by resident's formal request to the CDD's Board of Supervisors. As per the public meetings Tina listed, please submit a written request documenting your case for Board consideration.

Again, apologies for any confusion and inconvenience that was caused. If you have any additional questions, please feel free to contact me.

Sincerely,

~C. LeCesne

C. LeCesne, MD/MPH

Chair | Montecito CDD Board of Supervisors

208 Montecito Dr, Satellite Beach, FL 32937

PH: 520.990.5553

FAX: 321.541.9159

EMAIL: clecesne@montecitocdd.org

WEBSITE: www.MontecitoCDD.org

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Montecito_AmenityCenterRules_Amended_June2021
299 KB

Begin forwarded message:

From: "C LeCESNE, MD/MPH" <clecesne@montecitocdd.org>
Date: January 22, 2024 at 15:53:08 EST
To: Laura Halsey <laura.halsey1@gmail.com>
Cc: bsakuma@sdsinc.org, "Vesta - Campbell Tina, Gen Mgr" <tcampbell@vestapropertyservices.com>, "Vesta - Stokes Lea, LCAM, Inc" <lstokes@vestapropertyservices.com>
Subject: Laura Halsey

Good afternoon—

Thank you for your email! And sincere apologies for the experience of your event. I reached out and left voicemail but never received a response. My husband, Denisse Grimm is no longer the GM or working for Montecito. I'm unaware of any discussion or circumstances regarding a 's' question.

Since you are unable to attend the BoS meeting, would you be available to either meet at the clubhouse or schedule a call to discuss what you need?

Sincerely,

~C. LeCesne

~~~~~

**C. LeCesne, MD/MPH**

Chair | Montecito CDD Board of Supervisors

208 Montecito Dr, Satellite Beach, FL 32937

PH: 520.990.5553

FAX: 321.541.9159

EMAIL: [clecesne@montecitocdd.org](mailto:clecesne@montecitocdd.org)

WEBSITE: [www.MontecitoCDD.org](http://www.MontecitoCDD.org)

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**From:** Laura Halsey <[laura.halsey1@gmail.com](mailto:laura.halsey1@gmail.com)>  
**Date:** January 22, 2024 at 14:35:09 EST  
**To:** [clecesne@montecitocdd.org](mailto:clecesne@montecitocdd.org)  
**Cc:** [bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org), Denisse Grimm <[dgrimm@vestapropertyservices.com](mailto:dgrimm@vestapropertyservices.com)>  
**Subject:** Laura Halsey

Hello I had a graduation party at the clubhouse for my daughter on December 16, 2023 and when we got there, there was no refrigerator. About an hour later the Maintenance Man took the fridge from the library and asked my husband to help him which I need my husband's help. Our guests were starting to arrive, but we never did have ice for the party. We had to go home and get ice and we didn't have a microwave had been delivered so my husband had to run home again again to heat up food. I feel that if I'm going to rent the clubhouse, it should at least notify me and let me know of what's going on. I am unable to come to a meeting at 9:30 in the morning just like most residents requesting my \$50 back. Thank you, LAURA HALSEY 90 Clemente Dr.  
Sent from my iPhone

Begin forwarded message:

**From:** Tina Campbell <[tcampbell@vestapropertyservices.com](mailto:tcampbell@vestapropertyservices.com)>  
**Date:** January 16, 2024 at 12:43:43 EST  
**To:** Laura Halsey <[laura.halsey1@gmail.com](mailto:laura.halsey1@gmail.com)>  
**Cc:** Frank Sakuma <[bsakuma@sdsinc.org](mailto:bsakuma@sdsinc.org)>, [clecesne@montecitocdd.org](mailto:clecesne@montecitocdd.org)  
**Subject: RE: December 16 grad party**

Laura,

I hope you are having a great day. I am so sorry this has been an ongoing issue. I have copied the District Manager as well as the CDD. However, to my understanding in order to issue a refund this would have to be a Board of Supervisors decision. Please attend a board meeting up to the board and this can be resolved for you. Below is the meeting schedule.

***Adopted Meeting Schedule***

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Montecito Community Development District (the "District") will hold Meetings (the "Meeting" or "Meetings") at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, FL 32937 at 9:30 a.m. on

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

Tina Campbell  
General Manager  
Montecito CDD

208 Montecito Drive  
Satellite Beach, FL  
32937  
P: 321.777.9460

[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

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-----Original Message-----

From: Denisse Grimm <[dgrimm@vestapropertyservices.com](mailto:dgrimm@vestapropertyservices.com)>

Sent: Monday, January 15, 2024 9:16 AM

To: Laura Halsey <[laura.halsey1@gmail.com](mailto:laura.halsey1@gmail.com)>

Cc: Tina Campbell <[tcampbell@vestapropertyservices.com](mailto:tcampbell@vestapropertyservices.com)>

Subject: RE: December 16 grad party

Hi Laura,

I have copied your new GM on this email. It was not brought forth at the January meeting, so I will ask her to have the District Manager

Thank you,

Denisse Grimm  
General Manager  
Montecito CDD

[208 Montecito Drive](#)

[Satellite Beach, FL](#)

[32937](#)

P: [321.777.9460](tel:321.777.9460)

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-----Original Message-----

From: Laura Halsey <[laura.halsey1@gmail.com](mailto:laura.halsey1@gmail.com)>

Sent: Sunday, January 14, 2024 11:15 AM

To: Denisse Grimm <[dgrimm@vestapropertyservices.com](mailto:dgrimm@vestapropertyservices.com)>

Subject: December 16 grad party

Hello Denise, now that the holidays are over and I have a chance to get back into the swing of things, I'm emailing you to ask about the when we had the graduation party for my daughter. There was no microwave to heat up the food that we had prepared so we had to rent a townhouse which was very inconvenient. Did you have a chance to submit anything to the board for approval? Thank you, LAURA HALSEY  
Sent from my iPhone

Montecito  
Community Development District

**Financial Report For  
January 2024**

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**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**  
**MONTHLY FINANCIAL REPORT**  
**JANUARY 2024**

|                                              | ANNUAL<br>BUDGET<br>10/1/23 - 9/30/24 | YEAR<br>TO DATE<br>ACTUAL<br>10/1/23 - 1/31/24 |
|----------------------------------------------|---------------------------------------|------------------------------------------------|
| <b>Revenues</b>                              |                                       |                                                |
| O&M Assessments                              | 956,658                               | 902,528                                        |
| Debt Assessments                             | 335,129                               | 316,116                                        |
| Interest Income                              | 0                                     | 0                                              |
| Stormwater Control Cost Share                | 4,136                                 | 0                                              |
| Carryforward Surplus                         | 0                                     | 0                                              |
| Miscellaneous Income                         | 0                                     | 1,135                                          |
| Clubhouse Rental                             | 0                                     | 200                                            |
| <b>Total Revenues</b>                        | <b>\$ 1,295,923</b>                   | <b>\$ 1,219,979</b>                            |
| <b>EXPENDITURES</b>                          |                                       |                                                |
| <b>Administrative Expenditures</b>           |                                       |                                                |
| Supervisor Fees                              | 12,000                                | 4,000                                          |
| Payroll Taxes                                | 0                                     | 306                                            |
| District Engineer                            | 15,000                                | 4,934                                          |
| Legal Fees                                   | 40,000                                | 21,210                                         |
| District Management                          | 58,300                                | 18,000                                         |
| Continuing Disclosure                        | 0                                     | 0                                              |
| Assessment Roll                              | 5,300                                 | 0                                              |
| Information Technology                       | 1,908                                 | 0                                              |
| Website Maintenance                          | 1,272                                 | 2,107                                          |
| 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                                   | 409                                            |
| Property Appraiser Expenditure               | 250                                   | 0                                              |
| Reimbursable Expenditures                    | 1,200                                 | 0                                              |
| Contingency/Miscellaneous                    | 2,400                                 | 457                                            |
| Bank Service Charges                         | 0                                     | 62                                             |
| Postage and Delivery                         | 0                                     | 666                                            |
| Office Supplies                              | 0                                     | 613                                            |
| Lake Maintenance                             | 0                                     | 2,400                                          |
| Signs                                        | 0                                     | 2,151                                          |
| <b>Total Administrative Expenditures</b>     | <b>\$ 168,607</b>                     | <b>\$ 72,533</b>                               |
| <b>EXPENDITURES</b>                          |                                       |                                                |
| <b>Maintenance Expenditures</b>              |                                       |                                                |
| <b>Field Management</b>                      |                                       |                                                |
| Amenity and Field Management Contract        | 157,520                               | 52,507                                         |
| Property Insurance                           | 51,117                                | 26,286                                         |
| Employee - Workers Comp                      | 0                                     | 0                                              |
| ADP Fees                                     | 0                                     | 0                                              |
| <u>Field Management Subtotal</u>             | <u>208,637</u>                        | <u>78,793</u>                                  |
| <b>Amenity Center Operations</b>             |                                       |                                                |
| Repairs & Maintenance Non-HVAC               | 12,000                                | 0                                              |
| HVAC Repairs & Maintenance                   | 2,000                                 | 2,181                                          |
| Office Supplies                              | 1,500                                 | 221                                            |
| Janitorial Supplies                          | 1,850                                 | 0                                              |
| Janitorial Services                          | 12,540                                | 4,170                                          |
| Pest Control & Termite Bond                  | 1,203                                 | 160                                            |
| Fitness Equipment Repairs & Maintenance      | 3,000                                 | 305                                            |
| Playground Repairs & Maintenance             | 1,000                                 | 0                                              |
| Pool Service Repairs & Maintenance           | 15,000                                | 8,068                                          |
| Gate Maintenance                             | 0                                     | 1,533                                          |
| <u>Amenity Center Operations Subtotal</u>    | <u>50,093</u>                         | <u>16,638</u>                                  |
| <b>Irrigation</b>                            |                                       |                                                |
| Irrigation Repairs & Maintenance             | 25,000                                | 6,900                                          |
| Irrigation Monitoring                        | 6,388                                 | 13,346                                         |
| Hoover Pumps Repairs & Maintenance           | 17,500                                | 6,982                                          |
| <u>Irrigation Subtotal</u>                   | <u>48,888</u>                         | <u>27,228</u>                                  |
| <b>Stormwater Control</b>                    |                                       |                                                |
| Aquatic Maintenance & Repairs                | 12,430                                | 0                                              |
| Fountain Service Repairs & Maintenance       | 9,000                                 | 15,335                                         |
| <u>Stormwater Control Subtotal</u>           | <u>21,430</u>                         | <u>15,335</u>                                  |

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
JANUARY 2024**

|                                                                           | ANNUAL<br>BUDGET<br>10/1/23 - 9/30/24 | YEAR<br>TO DATE<br>ACTUAL<br>10/1/23 - 1/31/24 |
|---------------------------------------------------------------------------|---------------------------------------|------------------------------------------------|
| <b>EXPENDITURES</b>                                                       |                                       |                                                |
| <b><u>Landscaping</u></b>                                                 |                                       |                                                |
| Landscaping Contracted Services                                           | 103,425                               | 66,592                                         |
| Additional Landscaping Repairs & Maintenance                              | 20,000                                | 4,500                                          |
| Entrance/Amenity Plant Replacement                                        | 2,400                                 | 0                                              |
| Mulch                                                                     | 15,000                                | 12,575                                         |
| Palm Tree Maintenance                                                     | 14,700                                | 0                                              |
| Oak Tree Maintenance                                                      | 6,825                                 | 0                                              |
| <b><u>Landscaping Subtotal</u></b>                                        | <b>162,350</b>                        | <b>83,667</b>                                  |
| <b><u>Common Areas, Right of Ways &amp; Perimeter Walls</u></b>           |                                       |                                                |
| 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                                 | 644                                            |
| Sidewalk Cleaning                                                         | 8,000                                 | 0                                              |
| <b><u>Commons Areas, Right of Ways &amp; Perimeter Walls Subtotal</u></b> | <b>38,760</b>                         | <b>644</b>                                     |
| <b><u>Security Monitoring Services</u></b>                                |                                       |                                                |
| Fire Detection Services                                                   | 2,432                                 | 2,500                                          |
| Access Control Services                                                   | 2,918                                 | 0                                              |
| Intrusion Services                                                        | 1,780                                 | 0                                              |
| Security Monitoring Repairs & Maintenance                                 | 2,500                                 | 59                                             |
| <b><u>Security Monitoring Services Subtotal</u></b>                       | <b>9,630</b>                          | <b>2,559</b>                                   |
| <b><u>Utilities</u></b>                                                   |                                       |                                                |
| Electric Services                                                         | 54,394                                | 3,258                                          |
| Telephone, Fax & Internet                                                 | 3,946                                 | 521                                            |
| Water & Sewer Services                                                    | 4,000                                 | 190                                            |
| Gate Kiosk Internet Services                                              | 2,850                                 | 0                                              |
| <b><u>Utilities Subtotal</u></b>                                          | <b>65,190</b>                         | <b>3,969</b>                                   |
| <b><u>Other</u></b>                                                       |                                       |                                                |
| Contingency/Miscellaneous Expenditures                                    | 10,000                                | 39,249                                         |
| <b><u>Other Subtotal</u></b>                                              | <b>10,000</b>                         | <b>39,249</b>                                  |
| <b>Total Operations &amp; Maintenance Expenditures</b>                    | <b>\$ 614,978</b>                     | <b>\$ 268,082</b>                              |
| <b>Total Expenditures</b>                                                 | <b>\$ 783,585</b>                     | <b>\$ 340,615</b>                              |
| <b><u>Other Financing Uses</u></b>                                        |                                       |                                                |
| Capital Reserve Transfer Out                                              | 59,810                                | 0                                              |
| Disaster Reserve Transfer Out                                             | 30,000                                | 0                                              |
| Roadway Reserve Transfer Out                                              | 30,000                                | 0                                              |
| <b>Total Other Financing Uses</b>                                         | <b>119,810</b>                        | <b>0</b>                                       |
| <b>Total Expenditures &amp; Reserves</b>                                  | <b>903,395</b>                        | <b>340,615</b>                                 |
| <b>REVENUES LESS EXPENDITURES</b>                                         | <b>\$ 392,528</b>                     | <b>\$ 879,364</b>                              |
| Bond Payments                                                             | 315,021                               | 297,491)                                       |
| <b>BALANCE</b>                                                            | <b>\$ 77,507</b>                      | <b>\$ 581,873</b>                              |
| County Appraiser & Tax Collector Fee                                      | 25,836                                | 23,615)                                        |
| Discounts For Early Payments                                              | 51,671                                | 48,397)                                        |
| <b>EXCESS/ (SHORTFALL)</b>                                                | <b>\$ -</b>                           | <b>\$ 509,861</b>                              |
| Carryover From Prior Year                                                 | 0                                     | 0                                              |
| <b>NET EXCESS/ (SHORTFALL)</b>                                            | <b>\$ -</b>                           | <b>\$ 509,861</b>                              |

|                                   |                 |
|-----------------------------------|-----------------|
| Bank Balance As Of 1/31/24        | \$ 1,088,329.05 |
| Accounts Payable As Of 1/31/24    | \$ 81,048.79    |
| Accounts Receivable As Of 1/31/24 | \$ -            |
| Capital Reserve As Of 1/31/24     | \$ 264,592.00   |
| Roadway Reserve As Of 1/31/24     | \$ 149,710.00   |
| Available Funds As Of 1/31/24     | \$ 592,978.26   |

**Montecito Community Development District**  
**Expenditures**  
**October 2023 through January 2024**

|                                        | Date       | Invoice #   | Vendor                                | Memo                                                                                   | Amount    |
|----------------------------------------|------------|-------------|---------------------------------------|----------------------------------------------------------------------------------------|-----------|
| <b>Expenditures</b>                    |            |             |                                       |                                                                                        |           |
| <b>01-1301 · Supervisor Fees</b>       |            |             |                                       |                                                                                        |           |
|                                        | 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  |
|                                        | 01/02/2024 | PR 12.13.23 |                                       | mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S            | 1,000.00  |
|                                        | 01/24/2024 | PR 01.10.24 |                                       | mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S            | 1,000.00  |
| Total 01-1301 · Supervisor Fees        |            |             |                                       |                                                                                        | 4,000.00  |
| <b>01-1310 · Engineering</b>           |            |             |                                       |                                                                                        |           |
|                                        | 10/31/2023 | 98230       | Culpepper Terpening Inc.              | Professional Services through October 31, 2023                                         | 2,385.00  |
|                                        | 12/31/2023 | 98520       | Culpepper Terpening Inc.              | Professional Services through December 31, 2023                                        | 2,548.75  |
| Total 01-1310 · Engineering            |            |             |                                       |                                                                                        | 4,933.75  |
| <b>01-1311 · Management Fees</b>       |            |             |                                       |                                                                                        |           |
|                                        | 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  |
|                                        | 12/31/2023 | 2023-1923   | Special District Services             | Management Fee Dec 2023                                                                | 4,500.00  |
|                                        | 01/31/2024 | 2024-0109   | Special District Services             | Management Fee Jan 2024                                                                | 4,500.00  |
| Total 01-1311 · Management Fees        |            |             |                                       |                                                                                        | 18,000.00 |
| <b>01-1315 · Legal Fees</b>            |            |             |                                       |                                                                                        |           |
|                                        | 10/31/2023 | 183890      | Billing, Cochran, Lyles, Mauro Ramsey | Legal Fees Oct 2023                                                                    | 7,362.50  |
|                                        | 11/30/2023 | 184340      | Billing, Cochran, Lyles, Mauro Ramsey | Legal Fees Nov 2023                                                                    | 4,730.00  |
|                                        | 12/31/2023 | 184813      | Billing, Cochran, Lyles, Mauro Ramsey | Legal Fees Dec 2023                                                                    | 9,117.50  |
| Total 01-1315 · Legal Fees             |            |             |                                       |                                                                                        | 21,210.00 |
| <b>01-1450 · Insurance (Liability)</b> |            |             |                                       |                                                                                        |           |
|                                        | 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 |
| <b>01-1451 · Property Insurance</b>    |            |             |                                       |                                                                                        |           |
|                                        | 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 |
| <b>01-1511 · Bank Service Charges</b>  |            |             |                                       |                                                                                        |           |
|                                        | 11/17/2023 | 1422        | Truist Bank                           | LATE PAYMENT FEE                                                                       | 39.00     |
|                                        | 11/17/2023 | 1422        | Truist Bank                           | PURCHASE *FINANCE CHARGE*                                                              | 22.74     |
| Total 01-1511 · Bank Service Charges   |            |             |                                       |                                                                                        | 61.74     |
| <b>01-1512 · Miscellaneous</b>         |            |             |                                       |                                                                                        |           |
|                                        | 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     |
|                                        | 12/31/2023 | 2023-1923   | Special District Services             | Travel Nov 2023                                                                        | 95.63     |
|                                        | 01/02/2024 | PR 12.13.23 |                                       | mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S            | 53.25     |
|                                        | 01/24/2024 | PR 01.10.24 |                                       | mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S            | 53.75     |
|                                        | 01/31/2024 | 2024-0109   | Special District Services             | Travel Dec 2023                                                                        | 95.63     |
| Total 01-1512 · Miscellaneous          |            |             |                                       |                                                                                        | 457.40    |
| <b>01-1513 · Postage and Delivery</b>  |            |             |                                       |                                                                                        |           |
|                                        | 11/30/2023 | 2023-1674   | Special District Services             | FedEx Oct 2023                                                                         | 645.46    |
|                                        | 12/31/2023 | 2023-1923   | Special District Services             | FedEx Nov 2023                                                                         | 20.67     |

**Montecito Community Development District**  
**Expenditures**  
**October 2023 through January 2024**

|                                                    | <u>Date</u> | <u>Invoice #</u> | <u>Vendor</u>                   | <u>Memo</u>                                                                                          | <u>Amount</u> |
|----------------------------------------------------|-------------|------------------|---------------------------------|------------------------------------------------------------------------------------------------------|---------------|
|                                                    | 01/31/2024  | 2024-0109        | Special District Services       | FedEx                                                                                                | 0.00          |
| Total 01-1513 · Postage and Delivery               |             |                  |                                 |                                                                                                      | 666.13        |
| <b>01-1514 · Office Supplies</b>                   |             |                  |                                 |                                                                                                      |               |
|                                                    | 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         |
|                                                    | 12/31/2023  | 2023-1923        | Special District Services       | Copier Nov 2023                                                                                      | 5.85          |
|                                                    | 12/31/2023  | 2023-1923        | Special District Services       | Meeting Books Nov 2023                                                                               | 36.00         |
|                                                    | 01/31/2024  | 2024-0109        | Special District Services       | Copier Dec 2023                                                                                      | 129.60        |
|                                                    | 01/31/2024  | 2024-0109        | Special District Services       | Meeting Books Dec 2023                                                                               | 40.00         |
| Total 01-1514 · Office Supplies                    |             |                  |                                 |                                                                                                      | 613.10        |
| <b>01-1540 · Dues, License &amp; Subscriptions</b> |             |                  |                                 |                                                                                                      |               |
|                                                    | 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         |
|                                                    | 12/17/2023  | 1422             | Truist Bank                     | Mailchimp                                                                                            | 26.50         |
| Total 01-1540 · Dues, License & Subscriptions      |             |                  |                                 |                                                                                                      | 409.00        |
| <b>01-1570 · Website Maintenance</b>               |             |                  |                                 |                                                                                                      |               |
|                                                    | 10/01/2023  | 413755           | Vesta Property Services, Inc.   | Website Maintenance                                                                                  | 200.00        |
|                                                    | 10/31/2023  | 2023-1335        | Special District Services       | Website Fee Oct 2023                                                                                 | 300.00        |
|                                                    | 11/01/2023  | 414431           | Vesta Property Services, Inc.   | Website Maint                                                                                        | 200.00        |
|                                                    | 11/30/2023  | 2023-1674        | Special District Services       | Website Fee Nov 2023                                                                                 | 300.00        |
|                                                    | 11/30/2023  | 415704           | Vesta Property Services, Inc.   | Association Website                                                                                  | 53.50         |
|                                                    | 12/01/2023  | 415295           | Vesta Property Services, Inc.   | Association Website                                                                                  | 200.00        |
|                                                    | 12/31/2023  | 2023-1923        | Special District Services       | Website Fee Dec 2023                                                                                 | 300.00        |
|                                                    | 12/31/2023  | 416490           | Vesta Property Services, Inc.   | Association Website - Montecito                                                                      | 53.50         |
|                                                    | 01/02/2024  | 416187           | Vesta Property Services, Inc.   | Association Website                                                                                  | 200.00        |
|                                                    | 01/31/2024  | 2024-0109        | Special District Services       | Website Fee Jan 2024                                                                                 | 300.00        |
| Total 01-1570 · Website Maintenance                |             |                  |                                 |                                                                                                      | 2,107.00      |
| <b>01-1801 · Landscaping Maintenance</b>           |             |                  |                                 |                                                                                                      |               |
|                                                    | 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 from outage on 10/4/23. We ran an above g... | 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 October 2023 irrigation inspection. | 1,390.50      |
|                                                    | 11/01/2023  | 18431            | Progreen Services Llc           | Monthly Landscape Maintenance Service Nov 2023                                                       | 6,500.00      |
|                                                    | 11/30/2023  | 18793            | Progreen Services Llc           | Provide labor and material to install Artesian well including permits. Additional charge of 35 p...  | 24,526.00     |
|                                                    | 12/01/2023  | 18741            | Progreen Services Llc           | Monthly Landscape Maintenance Service- Dec 2023                                                      | 6,500.00      |
|                                                    | 12/11/2023  | 18831            | Progreen Services Llc           | Provide labor and material to remove and replace the following shrubs in the Park area.              | 1,100.00      |
|                                                    | 12/11/2023  | 18832            | Progreen Services Llc           | Provide labor and material to install Sod & Plants in common area 12 Pallets sod 6,000 sq ft Jasm... | 7,780.00      |
|                                                    | 01/01/2024  | 19056            | Progreen Services Llc           | Monthly Landscape Maintenance Service - Jan 2024                                                     | 6,500.00      |
| Total 01-1801 · Landscaping Maintenance            |             |                  |                                 |                                                                                                      | 66,591.57     |

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| <b>01-1807 · Lake Maintenance</b>        |            |           |                               |                                                                                                     |           |
|                                          | 10/11/2023 | 31393A    | Fountain Design Group Inc.    | CONTROL PANEL PADLOCK TECHNICIAN INSTALLED NEW CONTROL PANEL LOCKS ON ALL SIX PANELS FOR THE LAK... | 280.02    |
|                                          | 10/18/2023 | 455620    | ECOR Industries               | Aquatic Weed Control Service-                                                                       | 530.00    |
|                                          | 11/18/2023 | 457634    | ECOR Industries               | Aquatic Weed Control Service-Nov 2023                                                               | 530.00    |
|                                          | 12/18/2023 | 460982    | ECOR Industries               | Aquatic Weed Control Service-Dec 2023                                                               | 530.00    |
|                                          | 01/10/2024 | 461551    | ECOR Industries               | Aquatic Weed Control Service-Jan 2024                                                               | 530.00    |
| Total 01-1807 · Lake Maintenance         |            |           |                               |                                                                                                     | 2,400.02  |
| <b>01-1812 · Signs</b>                   |            |           |                               |                                                                                                     |           |
|                                          | 11/13/2023 | INV-228   | Paradise Signs and Graphics   | DESCRIPTION: Multiple signs for the Montecito Community                                             | 2,151.33  |
| Total 01-1812 · Signs                    |            |           |                               |                                                                                                     | 2,151.33  |
| <b>01-1814 · Electricity</b>             |            |           |                               |                                                                                                     |           |
|                                          | 10/02/2023 |           | FPL                           | ACH PMT                                                                                             | 27.19     |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 27.19     |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 50.93     |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 54.61     |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 103.93    |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 445.28    |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 693.77    |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 732.65    |
|                                          | 10/31/2023 |           | FPL                           | ACH PMT                                                                                             | 1,122.86  |
| Total 01-1814 · Electricity              |            |           |                               |                                                                                                     | 3,258.41  |
| <b>01-1815 · Maintenance Contingency</b> |            |           |                               |                                                                                                     |           |
|                                          | 10/10/2023 | 334056    | Collis Roofing Inc.           | 1st draw Commencement                                                                               | 18,821.00 |
|                                          | 12/05/2023 | 336614    | Collis Roofing Inc.           | 2nd Installment Draw                                                                                | 15,056.80 |
|                                          | 12/17/2023 | 1422      | Truist Bank                   | WWP STARK EXTERMINATOR                                                                              | 350.00    |
|                                          | 12/18/2023 | 9665      | Secure Fence and Rail, LLC    | Fence Install - Final                                                                               | 1,112.00  |
|                                          | 12/23/2023 | 23-00407  | Space Coast Bee Services Inc. | Bee & Nest Removal-- Irrigation valve box @ 145 Redondo Dr. Treat nest,flush and remove comb.       | 145.00    |
|                                          | 01/11/2024 | 3252277   | Collis Roofing Inc.           | Final Installment Original BID                                                                      | 3,764.20  |
| Total 01-1815 · Maintenance Contingency  |            |           |                               |                                                                                                     | 39,249.00 |
| <b>01-1817 · Fire Detection Services</b> |            |           |                               |                                                                                                     |           |
|                                          | 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    |
|                                          | 11/25/2023 | 509814    | Sonitrol of Tallahassee       | Fire Alarm Test & Inspection- Dec 2023                                                              | 565.92    |
|                                          | 11/29/2023 | 512016    | Sonitrol of Tallahassee       | Fire Alarm Test & Inspection- Trip Charge                                                           | 59.00     |
|                                          | 12/06/2023 | 512396    | Sonitrol of Tallahassee       | Fire Alarm Test & Inspection- Trip Charge                                                           | 59.00     |
|                                          | 01/24/2024 | 517195    | Sonitrol of Tallahassee       | Fire Alarm Test & Inspection- Trip Charge                                                           | 59.00     |
|                                          | 01/25/2024 | 517823    | Sonitrol of Tallahassee       | Fire Alarm Test & Inspection02/01/2024 - 02/29/2024                                                 | 565.92    |
| Total 01-1817 · Fire Detection Services  |            |           |                               |                                                                                                     | 2,499.68  |
| <b>01-1820 · Security Monitoring R M</b> |            |           |                               |                                                                                                     |           |
|                                          | 11/07/2023 | 508757    | Sonitrol of Tallahassee       | Montecito Community - 208 Montecito Drive, Satellite Beach, FLTrip Charge                           | 59.00     |
| Total 01-1820 · Security Monitoring R M  |            |           |                               |                                                                                                     | 59.00     |
| <b>01-1821 · Telephone</b>               |            |           |                               |                                                                                                     |           |

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|                                                  | 10/11/2023 |           | Spectrum                             | ACH PMT                                                                                             | 99.99     |
|                                                  | 10/11/2023 |           | Spectrum                             | ACH PMT                                                                                             | 99.99     |
|                                                  | 10/12/2023 |           | Spectrum                             | ACH PMT                                                                                             | 321.13    |
| Total 01-1821 · Telephone                        |            |           |                                      |                                                                                                     | 521.11    |
| <b>01-1822 · Water Sewer-Recreation Fac</b>      |            |           |                                      |                                                                                                     |           |
|                                                  | 10/30/2023 |           | City of Melbourne Utilities          | ACH PMT                                                                                             | 189.93    |
| Total 01-1822 · Water & Sewer-Recreation Fac     |            |           |                                      |                                                                                                     | 189.93    |
| <b>01-1825 · Landscape Enhancements</b>          |            |           |                                      |                                                                                                     |           |
|                                                  | 01/29/2024 | 19231     | Progreen Services Llc                | Removal of 5 Royal Poinciana Trees Tree Care                                                        | 4,500.00  |
| Total 01-1825 · Landscape Enhancements           |            |           |                                      |                                                                                                     | 4,500.00  |
| <b>01-1828 · Mulch</b>                           |            |           |                                      |                                                                                                     |           |
|                                                  | 12/31/2023 | 19097     | Progreen Services Llc                | 12/29/2023 Provide labor and material to install red lava Rock in beds aroundthe clubhouse. Not ... | 12,575.00 |
| Total 01-1828 · Mulch                            |            |           |                                      |                                                                                                     | 12,575.00 |
| <b>01-1829 · Fountain Repairs &amp; Maint</b>    |            |           |                                      |                                                                                                     |           |
|                                                  | 11/13/2023 | 31721A    | Fountain Design Group Inc.           | LAKE PACIFICA: INSTALLATION OF A NEW 5HP 230V 1PHINSTALLATION OF A NEW 5HP S6XC PUMP END ON THEF... | 5,038.00  |
|                                                  | 11/13/2023 | 31720A    | Fountain Design Group Inc.           | INTERMATIC TIMER T-101TECHNICIAN INSTALLED A NEW TIMER FOR THE LIGHTING SYSTEM ON THE LAKE SONOM... | 244.31    |
|                                                  | 12/14/2023 | 31952A    | Fountain Design Group Inc.           | QUARTERLY FOUNTAIN CLEANING SERVICE- Dec 2023                                                       | 480.00    |
|                                                  | 12/14/2023 | 31953A    | Fountain Design Group Inc.           | 250 8/4 SOWA CABLE 2 82-A2 SPLICE KIT LAKE COQUINA: TECHNICIANS REPLACED 250' OF 8/4SOW SUBMERSI... | 4,534.50  |
|                                                  | 12/14/2023 | 31957A    | Fountain Design Group Inc.           | 1 LAKE COQUINA: INSTALLATION OF A NEW 5HP 230V IPH 6" MOTOR 15HP S6XC PUMP END                      | 5,038.00  |
| Total 01-1829 · Fountain Repairs & Maint         |            |           |                                      |                                                                                                     | 15,334.81 |
| <b>01-1830 · Irrigation Repairs</b>              |            |           |                                      |                                                                                                     |           |
|                                                  | 01/02/2024 | 2248      | Insight Irrigation Monitoring        | Replace Clubhouse Controller. Included installation of Hunter ACC2, expansion module, LTE card, ... | 6,900.00  |
| Total 01-1830 · Irrigation Repairs               |            |           |                                      |                                                                                                     | 6,900.00  |
| <b>01-1831 · Irrigation Monitoring</b>           |            |           |                                      |                                                                                                     |           |
|                                                  | 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    |
|                                                  | 12/01/2023 | 2187      | Insight Irrigation Monitoring        | MonitoringMonitoring irrigation clocks and Hoover Pumps at Montecito.Dec 2023                       | 499.00    |
|                                                  | 01/01/2024 | 2247      | Insight Irrigation Monitoring        | Montecito Monthly Irrigation Monitoring Jan 2024                                                    | 499.00    |
|                                                  | 01/18/2024 | 2262      | Insight Irrigation Monitoring        | Annual Communication Fee                                                                            | 450.00    |
| Total 01-1831 · Irrigation Monitoring            |            |           |                                      |                                                                                                     | 13,346.00 |
| <b>01-1833 · Hoover Pumps - Repairs</b>          |            |           |                                      |                                                                                                     |           |
|                                                  | 11/09/2023 | 176874    | Hoover Pumping Systems Corporation   | 8563-Montecito Phase 2C:PM 8563- INV #176874. Due 11/21/2023. Orig. Amount \$4,198.33.              | 4,198.33  |
|                                                  | 12/01/2023 | 169744    | Hoover Pumping Systems Corporation   | Nature of Call Five Year Service Agreement MA #4001. Annual Billing Invoice 1 of 1. Yr 5 of 5 ye... | 2,590.00  |
|                                                  | 12/08/2023 | 176873    | Hoover Pumping Systems Corporation   | Hoover technician Tony sent email/text to Denise prior to arrival.                                  | 193.47    |
| Total 01-1833 · Hoover Pumps - Repairs           |            |           |                                      |                                                                                                     | 6,981.80  |
| <b>01-1834 · Gate Maintenance</b>                |            |           |                                      |                                                                                                     |           |
|                                                  | 01/08/2024 | 1079453   | Florida Door Control Of Orlando Inc. | 1/5/2024 Customer approved having the batteries replaced. 1/5/2024 RB 1HR Arrived- Re...            | 248.00    |
|                                                  | 01/29/2024 | 1079760   | Florida Door Control Of Orlando Inc. | Stinger2 300MHz, 10 Dip, Gray Button, Viso 50Freight Charges                                        | 925.00    |
|                                                  | 01/29/2024 | 1079737   | Florida Door Control Of Orlando Inc. | 1/17/2024 On 01/14 the gates were not open per the set scheduled times. Gates should...             | 360.00    |
| Total 01-1834 · Gate Maintenance                 |            |           |                                      |                                                                                                     | 1,533.00  |
| <b>01-1836 · Common Area Repairs &amp; Maint</b> |            |           |                                      |                                                                                                     |           |

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|                                                     | 10/09/2023 | 09-15314   | GAULT ELECTRIC LLC         | 10/6/2023: REPLACED DEFECTIVE LAMP IN LIGHT ON THE CORNER OF MISSION BAY AND POINT LOBOS              | 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     |
|                                                     | 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    |
|                                                     | 12/17/2023 | 1422       | Truist Bank                | LOWES                                                                                                 | 34.99    |
| Total 01-1836 · Common Area Repairs & Maint         |            |            |                            |                                                                                                       | 643.89   |
| <b>01-1852 · Facility A/C &amp; Heating R&amp;M</b> |            |            |                            |                                                                                                       |          |
|                                                     | 11/15/2023 | i10140     | Complete Air and Heat Inc  | quarterly maintenance (agreement good for 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   |
|                                                     | 12/12/2023 | i10260     | Complete Air and Heat Inc  | Completed system checks on all 4 systems. Flushed and treated all drainlines and drain pans, added... | 228.00   |
| Total 01-1852 · Facility A/C Heating R M            |            |            |                            |                                                                                                       | 2,180.78 |
| <b>01-1853 · Amenity Ctr Office Supplies</b>        |            |            |                            |                                                                                                       |          |
|                                                     | 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    |
|                                                     | 12/17/2023 | 1422       | Truist Bank                | Staples                                                                                               | 44.89    |
|                                                     | 12/17/2023 | 1422       | Truist Bank                | Amazon.com JT7NX7K13                                                                                  | 86.33    |
| Total 01-1853 · Amenity Ctr Office Supplies         |            |            |                            |                                                                                                       | 221.25   |
| <b>01-1855 · Amnty Ctr Janitorial Svs</b>           |            |            |                            |                                                                                                       |          |
|                                                     | 10/30/2023 | 1580039669 | Coverall North America     | Special Commercial Cleaning Service - Deep scrub and wash all pool cushions - billed on behalf of...  | 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 |
| <b>01-1856 · Pool Service Contr &amp; Repairs</b>   |            |            |                            |                                                                                                       |          |
|                                                     | 10/01/2023 | 204666     | Brevard Pools Inc.         | October maintenance customer request staying at 3 times a week between Oct through March.             | 938.00   |
|                                                     | 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   |
|                                                     | 12/01/2023 | 207753     | Brevard Pools Inc.         | December 2023 maintenance.                                                                            | 643.00   |
|                                                     | 01/01/2024 | 209273     | Brevard Pools Inc.         | January 2024 maintenance.                                                                             | 643.00   |
| Total 01-1856 · Pool Service Contr & Repairs        |            |            |                            |                                                                                                       | 8,067.98 |
| <b>01-1858 · Fitness Equip Maint &amp; Repairs</b>  |            |            |                            |                                                                                                       |          |
|                                                     | 12/06/2023 | 7779       | Brown Fitness Services Llc | 1 Service Call - 12/01/2023 Tech Time / Labor Life Fitness Lat/Row- replaced both cables due to ...   | 80.00    |
|                                                     | 12/06/2023 | 7778       | Brown Fitness Services Llc | 1 Preventative Maintenance - 12/01/2023 0 PM of all equipment: Inspect and check for proper func...   | 225.00   |
| Total 01-1858 · Fitness Equip Maint & Repairs       |            |            |                            |                                                                                                       | 305.00   |
| <b>01-1859 · Pest Control &amp; Termite Bond</b>    |            |            |                            |                                                                                                       |          |
|                                                     | 11/20/2023 | 53732194   | Stark Exterminators        | 208 Montecito Drive, Satellite Beach, FL 32937 10/16/23 53732194 Pest Control Service                 | 80.00    |

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|--------------------------------------------------|-------------|------------------|-------------------------------|----------------------------------------------------------------------------------------|-------------------|
|                                                  | 12/18/2023  | 54527713         | Stark Exterminators           | 208 Montecito Drive, Satellite Beach, FL 32937Pest Control Service Dec 2023            | 80.00             |
| Total 01-1859 · Pest Control Termite Bond        |             |                  |                               |                                                                                        | 160.00            |
| <b>01-1862 · Amenity and Field Mgmt Contract</b> |             |                  |                               |                                                                                        |                   |
|                                                  | 10/01/2023  | 413755           | Vesta Property Services, Inc. | General Manager                                                                        | 10,735.00         |
|                                                  | 11/01/2023  | 414431           | Vesta Property Services, Inc. | General ManagerFacilities AttendantWebsite Maintenance                                 | 10,735.00         |
|                                                  | 12/01/2023  | 415295           | Vesta Property Services, Inc. | General Manager                                                                        | 10,735.00         |
|                                                  | 01/02/2024  | 416187           | Vesta Property Services, Inc. | General Manager                                                                        | 10,735.00         |
| Total 01-1862 · Amenity and Field Mgmt Contract  |             |                  |                               |                                                                                        | 42,940.00         |
| <b>01-1863 · Facilities Attendant</b>            |             |                  |                               |                                                                                        |                   |
|                                                  | 10/01/2023  | 413755           | Vesta Property Services, Inc. | Facilities Attendant                                                                   | 2,391.67          |
|                                                  | 11/01/2023  | 414431           | Vesta Property Services, Inc. | Facilities Attendant                                                                   | 2,391.67          |
|                                                  | 12/01/2023  | 415295           | Vesta Property Services, Inc. | Facilities Attendant                                                                   | 2,391.67          |
|                                                  | 01/02/2024  | 416187           | Vesta Property Services, Inc. | Facilities Attendant                                                                   | 2,391.67          |
| Total 01-1863 · Facilities Attendant             |             |                  |                               |                                                                                        | 9,566.68          |
| <b>01-1901 · Employee-P/R Taxes</b>              |             |                  |                               |                                                                                        |                   |
|                                                  | 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            |
|                                                  | 01/02/2024  | PR 12.13.23      |                               | mtg 12.13.23 ck 12.28.23 (Catherine L, George H, Tanja G, Richard W, Eric S            | 76.50             |
|                                                  | 01/24/2024  | PR 01.10.24      |                               | mtg 01.10.24 ck 01.25.24 (Catherine L, George H, Tanja G, Richard W, Eric S            | 76.50             |
| Total 01-1901 · Employee-P/R Taxes               |             |                  |                               |                                                                                        | 306.00            |
| <b>Total Expenditures</b>                        |             |                  |                               |                                                                                        | <b>340,614.36</b> |

**Montecito Community Development District  
Debt Service (Series 2022) Profit & Loss Report January 2024**

|                            | <b>Annual<br/>Budget<br/>10/1/23 - 9/30/24</b> | <b>Actual<br/>Jan-24</b> | <b>Year<br/>To Date<br/>Actual<br/>10/1/23 - 1/31/24</b> |
|----------------------------|------------------------------------------------|--------------------------|----------------------------------------------------------|
| <b>Revenues</b>            |                                                |                          |                                                          |
| Interest Income (DS)       | 0                                              | 327                      | 1,621                                                    |
| NAV Tax Collection         | 315,021                                        | 9,004                    | 297,491                                                  |
| Bond Prepayments           | 0                                              | 0                        | 0                                                        |
| <b>Total Revenues</b>      | <b>\$ 315,021</b>                              | <b>\$ 9,331</b>          | <b>\$ 299,112</b>                                        |
|                            |                                                |                          |                                                          |
| <b>Expenditures</b>        |                                                |                          |                                                          |
| Principal Payments         | 205,000                                        | 0                        | 0                                                        |
| Interest Payments          | 110,021                                        | 0                        | 55,641                                                   |
| Bond Redemption            | 0                                              | 0                        | 0                                                        |
| <b>Total Expenditures</b>  | <b>\$ 315,021</b>                              | <b>\$ -</b>              | <b>\$ 55,641</b>                                         |
|                            |                                                |                          |                                                          |
| <b>Excess/ (Shortfall)</b> | <b>\$ -</b>                                    | <b>\$ 9,331</b>          | <b>\$ 243,471</b>                                        |

|                                                |                      |
|------------------------------------------------|----------------------|
| <b>Debt Service Fund Balance As Of 9/30/23</b> | <b>\$ 127,097.60</b> |
|------------------------------------------------|----------------------|

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| <b>Revenue Fund Balance As Of 1/31/24</b>                | <b>\$ 328,156.18</b> |
| <b>Reserve Fund Balance As Of 1/31/24</b>                | <b>\$ 33,408.89</b>  |
| <b>A/R Non Ad Valorem Receipts Balance As Of 1/31/24</b> | <b>\$ 9,003.85</b>   |
| <b>Total Debt Service Fund Balance As Of 1/31/24</b>     | <b>\$ 370,568.92</b> |

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>Series 2022 Bond Balance As Of 1/31/24</b> | <b>\$ 3,544,000</b> |
|-----------------------------------------------|---------------------|

**MONTECITO CDD  
TAX COLLECTIONS  
2023/2024**

| #  | ID# | PAYMENT FROM                              | DATE     | FOR                    | Tax Collect<br>Receipts | Interest<br>Received | Commissions<br>Paid | Discount      | Net From Tax<br>Collector | O & M<br>Assessment<br>Income<br>Before<br>Discounts &<br>Fee) | Debt<br>Assessment<br>Income<br>Before<br>Discounts &<br>Fee) | O & M<br>Assessment<br>Income<br>After<br>Discounts &<br>Fee) | Debt<br>Assessment<br>Income<br>After<br>Discounts &<br>Fee) | Debt<br>Assessments<br>Paid to<br>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  | 3   | Brevard County Tax Collector              | 12/14/23 | NAV Taxes              | \$ 943,372.54           |                      | \$ 18,112.76)       | \$ 37,734.26) | \$ 887,525.52             | \$ 698,661.69                                                  | \$ 244,710.85                                                 | \$ 657,301.37                                                 | \$ 230,224.15                                                | \$ 230,224.15                             |
| 5  | 4   | Brevard County Tax Collector              | 12/22/23 | NAV Taxes              | \$ 27,157.89            |                      | \$ 525.19)          | \$ 898.42)    | \$ 25,734.28              | \$ 20,113.09                                                   | \$ 7,044.80                                                   | \$ 19,058.73                                                  | \$ 6,675.55                                                  | \$ 6,675.55                               |
| 6  | 5   | Brevard County Tax Collector              | 01/10/24 | NAV Taxes              | \$ 36,514.09            |                      | \$ 708.38)          | \$ 1,095.40)  | \$ 34,710.31              | \$ 27,042.34                                                   | \$ 9,471.75                                                   | \$ 25,706.46                                                  | \$ 9,003.85                                                  | \$ 9,003.85                               |
| 7  |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 8  |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 9  |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 10 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 11 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 12 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 13 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 14 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 15 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
| 16 |     |                                           |          |                        |                         |                      |                     |               | \$ -                      |                                                                |                                                               |                                                               |                                                              | \$ -                                      |
|    |     |                                           |          |                        | \$ 1,218,643.76         | \$ -                 | \$ 23,615.43)       | \$ 48,397.43) | \$ 1,146,630.90           | \$ 902,527.51                                                  | \$ 316,116.25                                                 | \$ 849,140.05                                                 | \$ 297,490.85                                                | \$ 297,490.85                             |

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

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

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.

|                 |                 |
|-----------------|-----------------|
| \$ 1,218,643.76 |                 |
| \$ -            | \$ 1,146,630.90 |
| \$ 902,527.51)  | \$ 849,140.05)  |
| \$ 316,116.25)  | \$ 297,490.85)  |
| \$ -            | \$ -            |