

Montecito Community Development District

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www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday October 1, 2025, at 9:30 a.m.** at **Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida, 32937**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Conference Call: 1-844-621-3956

Meeting number (access code): 2538 286 6774

Join online: <https://pfmcdd.webex.com/meet/ripollv>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- **Call to Order**
- **Roll Call**
- **Public Comment Period** (*where members of the public desiring to speak on a specific agenda item may address the Board, limited to 3 minutes per person*)

Administrative Matter

1. Review and Consideration of the September 3, 2025, Board of Supervisors Meeting Minutes

Vendor Report

- ProGreen Services LLC Monthly Executive Summary

Old Business Matters

2. Discussion of Paver Repair at the Entrances
3. Street Light Maintenance Proposals
4. Status of Consumptive Use Permit (CUP) Compliance
5. Discussion of Sidewalk Maintenance
6. Consideration of AED Machine Proposals

New Business Matters

7. Consideration of Resolution 2026-01, Adopting Goals, Objectives, and Performance Measures and Standards
8. Ratification of Egis Insurance
9. Consideration of Fountain Replacement quote with Solitude Lake Management
10. Ratification of Payment Authorization Nos. 32 - 38
11. Review of District Financial Statements

Staff Reports

- District Counsel
- District Engineer
- District Manager
 1. Evaluation Discussion
 2. Next Meeting- November 5, 2025
- General Manager
 - General Manager's Report

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

**Review and Consideration of the September 3,
2025, Board of Supervisors Meeting Minutes**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, September 3, 2025
208 Montecito Drive, Satellite Beach, Florida 32937
9:30 a.m.**

Board Members present at roll call:

Debra Reitz	Assistant Secretary
Mark Nehiba	Chairperson
Tanya Glynn	Assistant Secretary
Rich Adams	Assistant Secretary
Rich Wellman	Vice Chairperson

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC
Rick Montejano	District Accountant - PFM Group Consulting LLC
Gazmin Kerr	ADM – PFM Group Consulting LLC (via phone)
Michael Pawelczyk (via phone)	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A.
Thomas Degrace	District Engineer – Culpepper & Terpening, Inc. (via phone)
Kisha Wagner	General Manager – Berman
Samantha Sharenow	Berman (via phone)
Eddie Padua	Berman
Edgar Morales	Berman
Rusty Kahoe	Progreen
Zac Carr	Progreen
Danny Padilla	
Various Audience Members	

FIRST ORDER OF BUSINESS

Organizational Matters

**Call to Order, Roll Call and Pledge
of Allegiance**

Ms. Ripoll called the meeting to order at 9:30 a.m. and a quorum was established.

The Pledge of Allegiance was recited.

Public Comment Period

Ms. Wellman noted the Social Committee is planning three upcoming events: a movie night (November 17), an October Fest (October 17), and a Christmas party (December 14). Ms. Wagner noted an application needs to be submitted to hold the dates.

A resident noted the playground looks phenomenal. She also asked for an update on the pedestrian gates. Mr. Nehiba noted that one was taken off due to the hinges being broken. Replacement is still a discussion as it is a high traffic area.

Mr. Harrison commented regarding the pedestrian gates and the lighting. He noted he received an update from Ms. Wagner regarding the lighting. Mr. Harrison also commented on the issues with E-bikes and an area that needs additional landscaping attention on Ventura. ProGreen will follow up.

Another resident noted an area that is a safety hazard where there is washout of sand on the sidewalks on the east side of Carlsbad. Ms. Wagner noted it has been a struggle to contact the HOA within The Vue. It was recommended to try and reach out to the homeowner in that location. Ms. Ripoll noted she will reach out to the Developer. Mr. Carr will follow up with the address.

Administrative Matters

Review and Consideration of the August 6, 2025, Board of Supervisors Meeting Minutes

The Board reviewed the minutes.

Ms. Ripoll noted all corrections have been made and the minutes will be available on the District's website.

On motion by Ms. Reitz, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the August 6, 2025, Board of Supervisors Meeting Minutes.

Vendor Report

- **ProGreen Services LLC
Monthly Executive
Summary**
- **Review of ProGreen LLC
Proposals**

Mr. Carr gave an overview of the Monthly Executive Summary.

There was brief discussion regarding the area near Mr. Wellman's home that is full of weeds. Mr. Carr will follow up.

Mr. Carr reviewed the ProGreen proposals. Proposal #9220, in the amount of \$1,300.00, is for landscaping and mulch installation at the Shearwater entrance. Proposal #9338, in the amount of \$2,500.00, is for delivery and installation of grass seed blend for 10,000 square feet, in various locations. Mr. Carr gave an overview of the grass seed blend. Proposal #9295, in the amount of \$3,749.76, is for the burying of wiring and conduit in Zones 22-28.

Mr. Wellman noted he had received an email from a resident regarding the hedge on his property where people go through to get to the pool. The resident has put up "No Trespassing" signage. Mr. Carr noted Ficus have been installed in that location.

Ms. Glynn reviewed the mulch budget. Mr. Kahoe reviewed what has been spent thus far and future plans in regards to mulching and rock. He will provide an updated map for the Board at the next meeting.

There was brief discussion regarding mulch and rocking of the beach area. It was noted that invoice was already paid.

On motion by Ms. Reitz, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Proposal #9220 in the amount of \$1,300.00, #9338 in the amount of \$2,500.00, and #9295 in the amount of \$3,749.76.

Mr. Kahoe introduced Danny. He also noted that fertilizer and spray treatments will be taking place next month.

SECOND ORDER OF BUSINESS

General Business Matters

Discussion of Paver Repair at the Entrances

Ms. Ripoll gave an overview of the three quotes received as provided by Mr. Degrace.

Berman noted that Rose Paving revised their quote, but was not received in time to be included in the agenda packet.

There was brief discussion regarding the scope of work.

The Board reviewed the proposals and the costs. Mr. Wellman noted some of the proposals are for resetting the pavers, and others are for replacement.

Ms. Glynn requested input from the District Engineer.

Berman noted they will contact Rose Paving to do a walkthrough.

Mr. Degrace will provide a detailed scope of service, which will include the base material. Ms. Ripoll will send to vendors once received.

This item will be kept on the agenda.

Street Light Maintenance Proposals

Ms. Wagner noted there are 61 light poles that need to be fixed and repainted. Several proposals have been received.

There was brief discussion regarding the base of the light poles. It was noted there are many that need replacement.

Ms. Wagner reviewed the received proposals.

Mr. Wellman recommended getting a quote from Anchor, as they have done previous work in the community.

This item will be kept on the agenda.

Status of Consumptive Use Permit (CUP) Compliance

Mr. Degrace gave an update. He noted the meter readings are working, and the water usage reporting is ongoing. The Consumptive Use Permit should be able to be updated by the end of the year, per St. Johns Water Management District.

Discussion of Sidewalk Maintenance

Ms. Ripoll noted the insurance company did a community walkthrough.

Mr. Nehiba gave an overview of the meeting that took place with the Insurance Risk Services Consultant. He noted that the consultant reviewed the minutes of the meetings

and followed up to be certain that items were getting completed in regard to safety and liability.

Ms. Wagner will work with Berman to get a proposal. It was noted the consultant had identified areas of concern in the sidewalks and those have been since been marked with paint. She noted there are also a few cracks that need repair.

Mr. Wellman noted the pavers on the mailbox pad on Ventura need to be replaced or repaired. He recommended having the District Engineer give a recommendation. Ms. Ripoll will follow up.

Mr. Wellman also noted that the pavers in the parking areas, where they meet the sidewalk, have shifted and need to be checked.

As recommended by Mr. Degrace, Ms. Ripoll will follow up with Precision Sidewalk Safety Company to have a trip hazard study done on the sidewalks. This report will be given to the District Engineer.

There was brief discussion regarding the paint marking of the sidewalks.

Ms. Glynn noted there are culverts that also need repair. Ms. Wagner stated there is vendor coming out today or tomorrow to view those areas. Mr. Wellman noted the previous vendor.

This item will be kept on the agenda.

Consideration of AED Machine Proposal

Mr. Nehiba reviewed the AED machine for the clubhouse. There is certification required to operate the machine. This machine will be automated. The insurance consultant was in agreement with the purchase of the machine.

There was a comment regarding the machine and if it needed to be calibrated. Mr. Wellman noted the machine will have a date of expiration on it. Ms. Reitz noted the inspection could be part of the annual fire department inspection that takes place.

There was brief discussion regarding the liability of using the machine. Mr. Pawelczyk noted that there are many communities that have them, and staff need to be trained to operate the machine.

Mr. Adams recommended having two machines, one for the gym and one for the clubhouse.

A resident commented regarding who would have access to the machine and the process of using it. Mr. Nehiba gave an overview. It was noted there should always be an adult when children are present.

Mr. Adams recommended having an alarmed cabinet and having an email blast for the community to participate in the online class. He will work with Ms. Wagner and Ms. Ripoll.

There was brief discussion regarding the certification class. Mr. Wellman noted he took the class at the Red Cross at Satellite Beach.

This item will be kept on the agenda.

Ratification of Payment Authorization Nos. 29-31

The Board reviewed the authorizations. It was noted they were reviewed by Ms. Glynn and District Staff.

On motion by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Payment Authorization Nos. 29-31.

Review of District Financial Statements

Ms. Ripoll stated the financials are as of July 2025. She noted these will be posted on District's website once approved.

On motion by Ms. Glynn, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – There was brief discussion regarding an annual engineer's assessment report. Mr. Pawelczyk noted this requirement would be in the trust indenture. Ms. Ripoll noted there has not been a request for this report. It is not a statutory requirement.

District Manager – Evaluation Discussion

Ms. Ripoll gave an overview of the staff evaluation form for the General Manager. She noted it can be anonymous or not and will be returned at the next meeting. These will be reviewed by the Chair and District Management.

There was brief discussion regarding the rating scale.

Ms. Ripoll reviewed the quote from Hoover Pump for the annual maintenance program. The proposal is for the amount of \$6,526.50.

There was brief discussion regarding the previous year's cost. It was noted there was no increase.

On motion by Mr. Wellman, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Hoover Pump proposal for \$6,526.50.00, for the annual pump maintenance program.

General Manager –

- **General Manager's Report**
- **Playground Update**

Ms. Wagner gave an overview of the General Manager's monthly report and ongoing projects. She noted the after-hour emergency contact and non-emergency contact have been posted. She also gave an update on the playground.

Ms. Wagner noted one of the fountains is down due to a non-working motor. She is awaiting a proposal.

There was discussion regarding the playground and how great it looks. Mr. Nehiba noted the playground is waiting on final inspection to be completed in order to open. The playground fence will also be fixed; this should take place in October. It will be a latch fence, not an automated gate. Mr. Wellman noted that the previous gate was wide enough for a double stroller to fit.

It was also noted that every four to five years, a coating will have to be put on the playground to keep it protected and in good shape. Mr. Nehiba also gave an overview of the playground canvas removal in case of a hurricane.

Ms. Wagner noted there are 26 cameras in the community and they need to be upgraded. She has received a quote. One camera needs installation at the Shearwater pedestrian gate, which is \$250.00. It was noted Ms. Wagner is able to view all cameras.

There was discussion regarding the security camera budget. Ms. Wagner noted the upgrade to cameras was under the 2029 capital improvement projects, but was recommended by the insurance consultant. Mr. Montejano will adjust the spreadsheet as needed.

There was also discussion regarding the pedestrian gate and whether the District should replace it or not. Mr. Nehiba noted he would like to replace it and put a camera in that location as a trial.

On motion by Mr. Wellman, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Modern Automation Systems proposal for \$13,836.00, for new security cameras.

Ms. Wagner is still waiting on the pool cushions to arrive, which should take about four to six weeks. There was brief discussion regarding the cushions. A resident requested having something available on the pool deck to clean up bird droppings from the cushions.

Ms. Wagner gave an overview of the dog station locations. She noted there was a recommendation from a resident to move one of the stations, but there is plenty of room between the stations and the benches. It was also noted the stations are cleaned out twice a week. Mr. Harrison commented regarding the location and will follow up with his neighbor who requested the station to be moved. Ms. Wagner noted four more dog stations have been purchased and will be installed. She reviewed the locations with the Board.

Ms. Wagner gave an update on the clubhouse furniture. Ms. Reitz gave an overview of the furniture ideas and costs, based on the designer's recommendation. The current furniture budget is approximately \$15,000.00, which is under the 2028 capital improvement budget. It was also noted the old furniture will have to be properly disposed of as it is CDD property. Ms. Wagner noted that Wayfair does allow for tax exempt, and a business account can be created to order the furniture. Mr. Nehiba recommended having tables with attachment leaves to have larger options.

There was brief discussion regarding residents reserving the TV room. It was noted the Social Committee can reserve it for events, but not residents.

Ms. Reitz noted there is a gym floor budget and carpet budget in future capital improvement projects. It is possible to rearrange these line items to accommodate the clubhouse furniture. It was noted the most needed elements of furniture could be replaced first to stay within budget. There was brief discussion regarding the type of furniture to purchase.

The Board reviewed the budgeted amounts for these line items. Ms. Glynn noted that by combining the budgets, there would be approximately \$18,500.00 for the furniture. Ms. Wagner and Ms. Reitz will bring options within the budget to the next meeting. This will be kept on the agenda.

Ms. Wagner gave an update on the landscape lighting and noted she has received a few quotes. This item will be kept on the agenda.

Ms. Wagner reviewed the proposals to paint the exterior of the clubhouse. The Board discussed the vendors and costs. Mr. Adams recommended getting a quote from Anchor. It was noted this is in the 2026 Fiscal Year budget capital improvement projects.

The Board reviewed the upcoming capital improvement projects. Mr. Nehiba will follow up with Mr. Kahoe regarding the irrigation upgrade project. It was noted that ProGreen and Berman have in-house irrigation teams. Berman will do a free overview of the system. The Board requested an updated map from ProGreen.

It was noted there is a new ping-pong table with a cover.

Ms. Wagner will be getting quotes to stain the main clubhouse door and for the storm drain concrete repair.

Supervisors Requests & Audience Comments

Ms. Glynn discussed the capital improvement plans and the previous reserve study. Mr. Montejano will update the spreadsheet as projects are completed, and funds are moved. Ms. Glynn recommended having the Board review the plans and give input if items are missing or need to be changed.

The Board briefly discussed the capital improvement plan spreadsheet. Mr. Wellman recommended completing a reserve study every five years.

Mr. Harrison commented regarding the outdoor accent lighting and maintaining it once installed.

Mr. Nehiba gave an update on the two AC unit repairs for the clubhouse. Ms. Wagner noted the units have 10 year warranties.

Mr. Wellman noted the window AC unit in the shed needs to be removed. Ms. Wagner noted it is on the list to complete. Mr. Wellman also gave an overview of previous litigation.

Ms. Glynn noted the sidewalk pressure washing still needs to be done, but will be postponed until the safety concerns are addressed.

Mr. Adams commented regarding the monuments. Ms. Wagner noted they have to be replaced or painted. It is on the list, but is not a priority. The Board briefly discussed ways to preserve them.

Mr. Harrison gave an overview of the history of the hydraulic pumps for the ponds. He noted there are a lot of carp, but there are minors cast-netting in the ponds. Ms. Ripoll recommended sending out an email blast regarding this.

A resident had a comment regarding the TV viewing in the gym. Ms. Wagner noted she will change the channel. He also commented regarding the E-bikes going too fast in the community and cars that are blocking sidewalks. Ms. Glynn noted the CDD cannot give a violation for cars that are blocking the sidewalk if they are in their driveway.

There were no further Supervisor requests or comments at this time.

Adjournment

There was no further business to come before the Board.

On MOTION by Mr. Nehiba, seconded by Mr. Adams, with all in favor, the Montecito Board of Supervisors CDD adjourned the September 3, 2025, Board of Supervisors' meeting at 12:06 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Montecito Community Development District

**ProGreen Services LLC
Monthly Executive Summary**

Date: 9/24/25

Montecito CDD Monthly Executive Summary – ProGreen Services

Maintenance Service Schedule:

Mowing Schedule & Service Overview:

We are currently operating on a weekly mowing schedule throughout the community.

- Townhome side is serviced on Mondays and Tuesdays.
- Clubhouse and Single-Family side is serviced on Wednesdays and Thursdays.
- Detailing is completed on Thursdays and Fridays, following a rotating schedule to ensure all areas of the community receive consistent attention over time.

Fertilizer Ban Notice – Brevard County:

As a reminder, Brevard County's seasonal fertilizer ban is currently in effect from June 1st through September 30th. During this period, the use of nitrogen-based fertilizers is prohibited in accordance with local environmental regulations to protect the Indian River Lagoon. We will resume our standard fertilizer program after the ban is lifted in October, and we continue to focus on proper mowing heights, irrigation, and overall turf health in the interim.

Irrigation System Update:

We are pleased to report that the irrigation system is now back to normal, and the community is receiving adequate rainfall as well. The irrigation schedule has been updated on the community map, and we are operating 3 days of week.

Completed Projects:

Installed mulch in the Shearwater Entrance.

Meetings:

Met Kisha General Manager weekly during the month. Provided Kisha with a summary of existing projects and tour of the property.

Week Ending on 9/5/25:

Please find below a recap of the landscaping services performed for the CDD areas during this week.

No service on Labor Day Holiday

- Advised Angie (Insight) to allocate additional watering for the playground install.
- Met with Mark (CDD) regarding the opening of the playground and completion of the install.

- Attended the CDD board meeting.
- Completed grass weed control spray in areas noted during the board meeting along Ventura Dr (mailbox area) verge/ easement areas along Montecito Dr in the townhome section. Also spot areas near the clubhouse and a few other areas within the community.
- Detailed the round-bout, the clubhouse, and playground.
- Sprayed the bed areas around the pool and lake behind the clubhouse.
- Provided the address for the property in the Vue that continues to have sand wash onto the sidewalk along Carlsbad.
- Sprayed around the second lake behind the club house.
- Pulled vines off the hedge line to the right of the clubhouse.
- Angie (Insight) reported a high-volume flow warning off the West pump station.
- Located and repairing the stuck valve causing the high flow warning off the West pump station.

Week Ending on 9/12/25:

Please find below a recap of the landscaping services performed for the CDD areas during this week.

- Sprayed the rock bed areas along Carlsbad.
- Jose completed burying the wire along Monterrey on Saturday -9/6.
- Ordered the grass seed for the upcoming overseed project.
- Trimmed around the front back and right side of the Clubhouse.
- Trimmed the shrubs around the mailboxes on Ventura.
- Sprayed bed areas Montecito Dr. along the townhomes CDD section.
- Trimmed around the left side of the clubhouse and North side of Redondo.
- Sprayed beds on Carlsbad and Simeon.
- Complete trimming CDD areas on North side of Redondo and start the westside of Ventura.
- Sprayed CDD beds on West side of Simeon and North side of Clemente.
- Replaced 2" PEB Rain Bird valve on Zone 152 on the west controller. System back in operational order and Angie notified.

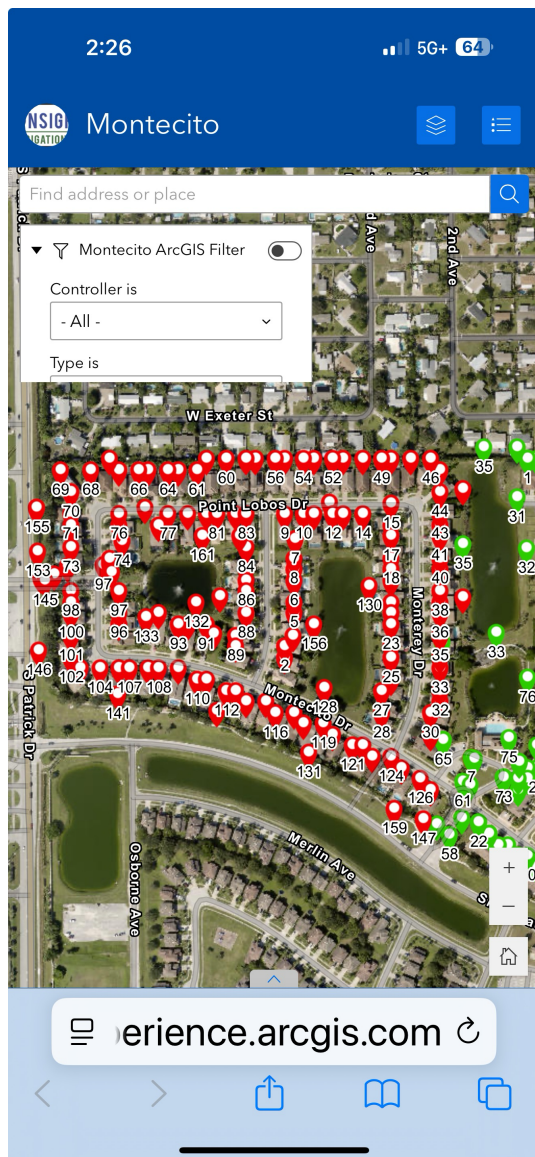
Week Ending on 9/19/25:

Please find below a recap of the landscaping services performed for the CDD areas during this week.

- Notified by Angie that the West Controller was down in the single-family section. Began investigating the issue and were able to get some zones to respond manually, however, a large outage is still present.
- Sprayed easement bedding areas along Carlsbad.
- Sprayed around the lake behind Clemente.

- Sprayed bed areas outside the wall and entrances and completed spraying around the lake behind Clemente.
- Cleaned up sand along the fence and sidewalk on Carlsbad.
- Continued tracking and tracing the outage on the West Controller. The community received rainfall totals of .2" on Sunday, .04" on Tuesday, and .06" on Wednesday.
- Trimmed easement areas on the Westside of Ventura.
- Trimmed inside the pool areas.
- Trimmed palm trees along Carlsbad and easement areas along the Westside of Ventura.
- Completed tracking and repairs for the single-family outage on Saturday. System is back operational.

Outage Map on 9/15/25



Repairs have been made, and system is operational. Insight is having technical issues in updating the map for the community.



Montecito Community Development District

Discussion of Paver Repair at the Entrances



Montecito Community Development District

Street Light Maintenance Proposals

Project : Montecito Beach Club Repaint 61 Light Poles.

Proposal Date: 08/05/2025

Project Name: Montecito Beach Club Repaint 61 Light Poles.

Client Contact: Kisha Wagner

Work Order #: 91933

Project Scope

Berman proposes to furnish all labor and materials for the following:

Description of Work:

Provide all labor, materials, and equipment necessary to repaint a total of **61 light poles** located throughout the property. The work will restore the appearance, protect against corrosion, and extend the service life of each pole.

Tasks to be Completed:

Surface Preparation

- Inspect each light pole for rust, peeling paint, or surface damage.
- Remove all rust, flaking paint, dirt, and debris using wire brushing, sanding, or approved abrasive methods.
- Clean surfaces thoroughly to ensure proper paint adhesion.

Priming

- Apply a corrosion-resistant metal primer to all exposed surfaces to prevent rust formation.

Painting

- Apply two (2) coats of high-quality, exterior-grade, weather-resistant paint in the approved color.
- Ensure even coverage with no drips, streaks, or missed areas.

Protection of Surrounding Areas

- Use protective coverings to shield landscaping, pavement, and nearby structures from overspray or paint drips.

Final Inspection & Touch-Ups

- Conduct a quality inspection of all painted poles.
- Perform touch-ups as necessary to meet project standards.

Completion Criteria:

All 61 light poles are evenly coated, free of visible defects, and match the approved color.

Work areas are cleaned, and all debris and materials are removed from the site.

Estimated Time of Completion: Work will be completed in the most expedient time frame as possible. All work will be performed during regular hours.

Payment Terms

Total Project Costs: \$15,250.00

Project : Montecito Beach Clubhouse Repaint.

Additional Notes

Please contact our office upon receipt and approval of this contract, and any questions you might have. Should you accept the terms outlined above please sign below and return.

We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Thank You

We appreciate your business and look forward to our continued partnership. Please don't hesitate to reach out with any questions.

Approvals

Montecito Beach Club

By: Kisha Wagner

Berman

By: Eddie Padua, General Manager

About Berman

Berman is a national full-service property management, security and facility services company based in Lake Nona, Florida. Our team is highly skilled in providing dependable, professional and cost-effective solutions across facility, janitorial, on-demand repairs, maintenance staffing, security and all other ancillary facility services to help you run your facility as smoothly as possible.

We pride ourselves on being a single point for all facility and property needs. Quality and integrity are at the heart of what we do.

We are a tech-forward team, serving our clients with swift and diligent work, to ensure our client properties are well taken care of. We embrace problems quickly and tackle solutions intelligently in a unique, customized manner for each clients' needs.

Our Services

-
- ✓ **Property & Facility Management**
 - ✓ **Property Maintenance**
 - ✓ **24/7 Emergency Repairs**
 - ✓ **General Construction**
 - ✓ **Janitorial Services**
 - ✓ **Security**
 - ✓ **Pressure Washing**
 - ✓ **Landscaping**
 - ✓ **Disaster Response**
-



PAINTING, COATINGS, & SPECIAL FINISHES
WATERPROOFING & CAULKING
RESTORATION / RENOVATION
THERMAL / INSULATING COATINGS

8-4-25

Eddie Padua
Berman Corp
epadua@bermancorp.com

VIA EMAIL

RE: Montecito Beach Club

Dear Eddie :

Please find below our pricing for the above-referenced project per the plans and specifications and in accordance with our attached scope of work:

Painting Base Bid:	\$30,210.00
Light poles (61) Base Bid:	\$17,850.00

If you have any questions please call me at 407-509-5737. Thank you for this opportunity.

Sincerely,
The Plummer Painting Company

Al Severino
Sales Manager/Business Development



August 1, 2025

Montecito Beach Club

c/o: Berman Inc.

Attn: Eddie Padua

721 W Verona Street

Kissimmee, FL 34741

Telephone: 321-289-6003

E-mail: EPadua@bermancorp.com

**RE: Exterior Repaint – Montecito Beach Club – Repainting Exterior of Clubhouse
And 61 Light Poles**

BID PROPOSAL

We are pleased to submit our proposal. Listed below are the specifications of the work to be performed for you:

A. PRESSURE CLEANING:

1. Solution and application method varies with degree of contamination as follows:
 - a. Light to moderate contamination: Increase solution strength to one part commercial strength **Simple Green Wash Cleaner, 1 part bleach/3 parts water or equivalent non-residue surface cleaner.**
 - b. Heavy contamination: Apply second application.
2. Following are the steps to be used in pressure cleaning.
 - a. Commercial grade chlorine and water will be sprayed on first to kill all mildew.
 - b. We will use approximately 2500-3000 lbs. psi of pressure to pressure clean and remove all mildew, chalking, and loose material.

B. SEALING, CHALK, AND EFFLORESCENCE:

1. Verify powder residue on surface is either chalking due to weathering of alkalinity, or efflorescence localized powdery on cementitious surfaces usually indicated efflorescence of high alkalinity. A few drops of muriatic acid applied to the powdery surface will react to efflorescence by bubbling, no reaction to chalk.
2. After pressure washing, mildew treatment, crack, and joint repair, check several areas of each surface for chalk and efflorescence.

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3. Apply surface conditioner solution concentration and application method appropriate to degree of chalk remaining, determined as follows:
 - a. Light chalk or efflorescence (trace amount on black felt or fingertips).
 - b. Moderate chalk (black felt or fingertips covered with chalk after rubbing).
 - c. Heavy chalk (felt or fingertips covered and excess chalk remaining).
4. Apply surface conditioner solution with brush, roller, airless, or pressure sprayer. For heavy chalk, work surface conditioner thoroughly into surface with brush.
5. Allow to dry according to label directions before proceeding.
6. Recheck for chalk after surface conditioner is dry
7. Topcoat surface conditioner within 7 days after overnight drying.

C. CAULK AND SEALANT:

1. Caulk will be applied as necessary with **Concrete and Masonry Elastomeric Patching Material, SherMax Sealant, Loxon H1 Hybrid Sealant, Loxon SL1 Self Leveling Urethane**
2. Hairline cracks coat over during normal priming and painting.
3. Cracks - 1/16" to 1/8"
 - a. Rake over with knife and clean.
 - b. Seal with surface conditioner.
 - c. Fill with patching compound, blending with adjacent surfaces.
4. Cracks 1/8" to 1/4"
 - a. Cut a v-groove.
 - b. Rake out with knife and clean.
 - c. Seal with surface conditioner.
 - d. Fit with backer rod if necessary.

D. PREPARATION:

1. **Rust stains:**
 - a. Remove stains with rust stain remover, rinse and let dry.
 - b. From embedded iron deposits.
 1. Chip, drill, or chisel out.
 2. Treat stain with **oxalic acid**.
 3. Seal with surface conditioner.
 4. Fill with patching compound, blending with adjacent surfaces.
 - c. Rust through from metal lathe or reinforcing steel repairs as appropriate.
2. **Stucco:**
 - a. Deteriorating stucco area less than 2 square inches in size and 1/4" deep:
 1. Sound out and remove loose stucco.
 2. Seal with surface conditioner.

Vice Painting, LLC

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3. Fill with elastomeric patching compound blending with adjacent surfaces. This will be bridged approximately two (2) inches on both sides and center crowned directly over cracks to allow for thermal movement. Patches will be done to match existing surfaces as close as possible.
 3. **Ferrous Metal:**
 - a. After pressure washing and mildew treatment, sand, scrape, and wire brush remaining loose paint and rust.
 - b. Clean surface to be painted by solvent wiping.
 - c. Prime rust and bare metal.
 - d. Apply surface conditioner as necessary to previously coated chalking surfaces.
 4. Important: The degree of preparation of ferrous metal directly determines the degree of success of any coating system.
- *No structural repair included.*

E. MATERIAL SCHEDULE:

1. **Stucco and Other Masonry Surfaces:** *all previously painted stucco walls to be primed with Loxon Conditioner LX03 Series*
 - a. Primer: full coat **Loxon Conditioner LX03 Series** sprayed/rolled applied 200-300 sf per gallon and back rolled in to achieve an even uniform finish.
 - b. Spot Prime: **New or Bare Loxon Masonry Primer LX02 Series** applied at 2.1-3.2 mils DFT.
 - c. Finish: One coat **Sherwin Williams Latitude Exterior Acrylic Satin** sprayed/rolled on and back rolled in to achieve an even uniform finish 2.1 mils DFT.
2. **EFIS, Fiber Cement and Composite Board:**
 - a. Spot Prime Coat **Chalky Surfaces: Loxon Conditioner LX03 Series** sprayed/rolled applied 200-300 sf per gallon and back rolled in to achieve an even uniform finish.
 - b. Spot Prime: **New or Bare Loxon Masonry Primer LX02 Series** applied at 2.1-3.2 mils DFT.
 - c. Finish: One coat **Sherwin Williams Latitude Exterior Acrylic Satin** sprayed/rolled on and back rolled in to achieve an even uniform finish 2.1 mils DFT.
3. **Accessory Materials:**
 - a. Paint additives, thinners and other materials not specifically indicated but required to achieve the finishes specified of commercial quality.

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F. PROTECTION:

1. Protect elements surrounding the work of this section from damage or disfiguration.
2. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
3. Remove empty paint containers from site.

G. CONSTRUCTION CLEANING:

1. Maintain areas under contractor's control free of waste materials, debris and rubbish.
2. Remove waste materials, debris and rubbish from job site periodically and dispose of offsite, conforming to applicable regulations for disposal of debris.
3. Maintain disposal area in orderly manner, prevent run-off into waterways or onto adjacent properties.

H. STORAGE AND PROTECTION:

1. Store products immediately upon delivery, in accordance with manufacturer recommendations with seals and labels intact.
2. Protect until installed.

I. ENVIRONMENTAL REQUIREMENTS:

1. Do not apply material during inclement weather, when humidity is above 85 % or when air substrate surface temperature is below recommendations.
2. Provide field sample illustrating coating color, color coverage, texture and finish.
3. Locate where directed.
4. Accepted sample may remain as part of the work, if surface is properly prepared.

J. COLORS: To be approved by owners/owner representatives.

K. APPLICATION:

1. Apply products in accordance with manufacturer's recommendations.
2. Do not apply finishes to surfaces that are not dry.
3. Apply each coat to dry film thickness as recommended by manufacturer.
4. Allow applied coat to dry before next coat is applied.
5. Apply exterior coatings using brush, roll or spraying where applicable.



L. CLEANING:

1. As work proceeds, promptly remove paint where spilled, splashed, or splattered.
2. During progress of work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
3. Collect waste, cloths, and materials which may constitute a fire hazard, place in metal containers and remove daily from site.

M. INSPECTION:

1. Verify surfaces are ready to receive work as recommended by manufacturer.
2. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
3. Verify moisture content does not exceed manufacturer recommended "dry" condition.
4. Beginning of installation means acceptance of existing surfaces.

N. WARRANTY:

1. Vice Painting, LLC. and **Sherwin Willaims** will provide a "Seven (7) Year Labor and Material Warranty" to all painted masonry walls and ceiling surfaces.
2. Warranty against blistering, peeling, or other loss of adhesion of material applied by Vice Painting, LLC. and other defects in material. This does not cover loss of adhesion of preexisting coatings.
3. After each phase (pressure cleaning, sealing, patching and top coat), a representative will inspect and approve prior to proceeding to the next phase.
4. **No warranty on wood and metal.**
5. This quote is based on **Sherwin Williams** specifications. We will strictly adhere to these specifications as they pertain to this project.

O. PRICES:

Contract Price: (Repainting Exterior of Clubhouse) \$ 52,350.00
Contract Price: (Repainting 61 Light Poles) \$ 17,565.00

Includes: Pressure clean, seal, patch, caulk and repaint previously painted stucco walls, columns and trim. Light Poles will be spot primed with Sherwin Williams Universal Metal Primer and a finish coat of Sherwin Williams Waterborne Alkyd Urethane Enamel. All work to follow Sherwin Williams Specification, to provide a 7 Year Labor and Material Warranty. Property known as Montecito Beach Club. Repainting the exterior of clubhouse. Vice Painting to provide all materials and labor for the project.

Vice Painting, LLC

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Excludes: Factory finishes including but not limited to: gutters, downspouts, window frames, lights, address numbers pavers, pool decks, walkways, floors and anything not specifically mentioned above.

NOTES:

1. Please advise us of any of your specifications that you find are contradictory to the scope of work that we have provided. We will make necessary changes.
2. This proposal has been prepared using **Sherwin Williams** however we are qualified applicators of premium quality painting products provided by MAB Paints, Benjamin Moore, The Glidden Company, Porter Paints, Florida Paints, Scott Paint, Flex Bon Paints, and the Sherwin Williams Company.
3. We will need space provided at the job site for a port-a-let and job site trailer.
4. Colors will be approved in advance. Colors will be as now finished.
5. We will need any landscaping trimmed back for accessibility before painting preparations begins.
6. We will need cooperation in removal of any cars from around buildings, prior to commencement of work.
7. We will supply a quantity of the finish color for use in touch-ups.
8. We will begin work for this project at 8:00 a.m. Monday through Friday.
9. Electricity and water will need to be provided for this project.
10. Music will not be allowed on the job site.
11. The foreman remains at the job site until the project is completed.
12. Owner responsible to flag sprinklers to allow lifts to navigate around the property.
13. While pressure washing, the windows/screens will be rinsed off to remove any chalk residue. They will not be cleaned professionally.
14. **Vice Painting, LLC** will apply tremendous caution while working around screened areas, but we are not responsible for screens that may tear/rip during our normal scope of work.
15. Any claims for construction defects are subject to the notice and cure provision of Chapter 558, Florida Statutes

Thank you for the opportunity to submit our bid proposal. I hope that we can come to terms and perform the work for you with our assurance of a job well done. If I can be of any assistance, please feel free to call.

Respectfully,

Gene Ponder

Gene Ponder

Vice President

Vice Painting, LLC

5401 South Kirkman Road • Suite 310 • Orlando, FL 32819 • (407) 351-3512



Montecito Beach Club

c/o: Berman Inc.

Attn: Eddie Padua

721 W Verona Street

Kissimmee, FL 34741

Telephone: 321-289-6003

E-mail: EPadua@bermancorp.com

Date: August 1, 2025

Project: Exterior Repaint

We are pleased to submit our contract for the following:

Please see specifications for complete detail of work.

PRICE:

Contract Price: (Repainting Exterior of Clubhouse) \$ 52,350.00

Contract Price: (Repainting 61 Light Poles) \$ 17,565.00

Includes: Pressure clean, seal, patch, caulk and repaint previously painted stucco walls, columns and trim. Light Poles will be spot primed with Sherwin Williams Universal Metal Primer and a finish coat of Sherwin Williams Waterborne Alkyd Urethane Enamel. All work to follow Sherwin Williams Specification, to provide a 7 Year Labor and Material Warranty. Property known as Montecito Beach Club. Repainting the exterior of clubhouse. Vice Painting to provide all materials and labor for the project.

Excludes: Factory finishes including but not limited to: gutters, downspouts, window frames, lights, address numbers pavers, pool decks, walkways, floors and anything not specifically mentioned above.

Payment to be as follows: 15% Down and payments as areas completed.

All material is to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owners will be responsible for any equipment cost associated with work delays due to approval of colors, samples, mockups, etc... After payment terms have been negotiated, payment schedule will follow and become part of this contract. We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, hurricanes, accidents or any other cause beyond our control. We are not responsible for damage to lanai screens due to following our scope of work, or for overspray on vehicles that were not moved after our notice was posted advising vehicle owners to do so. Owner to carry fire, tornado and other necessary insurance. We carry General Liability and our employees are fully covered by Workman's Compensation. **This proposal and contract is valid for 60 days.**

VICE PAINTING, LLC.

By: Gene Ponder

Gene Ponder, Vice President

The enclosed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Date: _____

Signature: _____

Print Name: _____

Title: _____

Vice Painting, LLC

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Montecito Community Development District

Status of Consumptive Use Permit (CUP) Compliance



Montecito Community Development District

Discussion of Sidewalk Maintenance



Montecito Community Development District

Consideration of AED Machine Proposal



Montecito Community Development District

Consideration of Resolution 2026-01, Adopting Goals, Objectives, and Performance Measures and Standards

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2025, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of October, 2025.

ATTEST:

**MONTECITO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A:
Goals, Objectives and Annual Reporting Form

**Performance Measures/Standards &
Annual Reporting Form**

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



Montecito Community Development District

Ratification of Egis Insurance



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Montecito Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Montecito Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125654

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,756,206
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$282,776

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$27,049

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	\$100,000	\$1,000
Theft, Disappearance or Destruction	\$100,000	\$1,000
Computer Fraud including Funds Transfer Fraud	\$100,000	\$1,000
Employee Dishonesty, including faithful performance, per loss	\$100,000	\$1,000

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate
Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

Montecito Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2025 to October 1, 2026

Quote Number: 100125654

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$27,049
Crime	\$664
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$9,911
Public Officials and Employment Practices Liability	\$11,200
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$48,824

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT

Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2025, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Montecito Community Development District

Montecito CDD
(Name of Local Governmental Entity)

By: [Signature]
Signature

Mark Nehuba
Print Name

Witness By: Venessa Ripoll
Signature

Venessa Ripoll
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2025

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Montecito Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

☒	Building and Content TIV	\$2,756,206	As per schedule attached
☒	Inland Marine	\$282,776	As per schedule attached
☐	Auto Physical Damage	Not Included	

Signature: Mark Nehiba Date: 9/19/25

Name: Mark Nehiba

Title: Chairman

**Montecito Community Development District**

Policy No.: 100125654
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
1	Concrete Wall -1119 ft		2006	10/01/2025	\$150,972		
	208 Montecito Drive Satellite Beach FL 32937		Non combustible	10/01/2026		\$150,972	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
2	Gates-Electric Swing Gates w Monitors		2006	10/01/2025	\$58,066		
	Montecito Drive and Pallisades Drive Satellite Beach FL 32937		Electrical equipment	10/01/2026		\$58,066	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
3	Pavers		2006	10/01/2025	\$34,840		
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026		\$34,840	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
4	Concrete Wall, Sign,Lights & Some Wood Arbors		2006	10/01/2025	\$69,680		
	208 Montecito Drive Satellite Beach FL 32937		Non combustible	10/01/2026		\$69,680	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
5	1 Lake Fountain		2006	10/01/2025	\$11,613		
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026		\$11,613	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
6	208 Montecito Drive - PS 1		2006	10/01/2025	\$75,486		
	Montecito Dr & Palos Verde Dr & Montetery Dr & Ventura Dr - behind clubhouse Satellite Beach FL 32937		Non combustible	10/01/2026		\$75,486	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
7	Concrete Perimeter Wall & Signage		2006	10/01/2025	\$235,749		
	208 Montecito Drive Satellite Beach FL 32937		Non combustible	10/01/2026		\$235,749	

Sign: Mark NehibaPrint Name: Mark NehibaDate: 9/19/25

**Montecito Community Development District**

Policy No.: 100125654
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
8	Electric Swing Gates w Motor		2006	10/01/2025	\$58,066		\$58,066	
	Tortoise Drive and Mission Bay Drive Satellite Beach FL 32937		Electrical equipment	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
9	Pavers		2006	10/01/2025	\$58,066		\$58,066	
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
10	Clubhouse		2006	10/01/2025	\$1,326,867		\$1,416,395	
	208 Montecito Drive Satellite Beach FL 32937		Joisted masonry	10/01/2026	\$89,528			
	Cross gable				Clay / concrete tiles			
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
11	Swimming Pool		2006	10/01/2025	\$252,430		\$252,430	
	208 Montecito Drive Satellite Beach FL 32937		Below ground liquid storage tank / pool	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
12	1 Lake Fountain - Reserve E		2006	10/01/2025	\$11,613		\$11,613	
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
13	2 Lake Fountain @10K each Reserve K		2006	10/01/2025	\$23,227		\$23,227	
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Contents Value			
	Roof Shape	Roof Pitch			Const Type	Term Date	Covering	Replaced
14	1 Lake Fountain - Reserve B & K		2006	10/01/2025	\$11,613		\$11,613	
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026				

Sign: Mark NehibaPrint Name: Mark NehibaDate: 9/19/25

**Montecito Community Development District**

Policy No.: 100125654
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
15	Fitness Equipment		2006	10/01/2025			
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026	\$46,453		\$46,453
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
16	Pool Furniture		2006	10/01/2025			
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026	\$11,613		\$11,613
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
17	Playground, Benches, & Fence		2006	10/01/2025	\$69,654		
	208 Montecito Drive Satellite Beach FL 32937		Non combustible	10/01/2026			\$69,654
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
18	Fence Community Wide		2006	10/01/2025	\$7,479		
	208 Montecito Drive Satellite Beach FL 32937		Non combustible	10/01/2026			\$7,479
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
19	Pool Lift		2024	10/01/2025	\$5,837		
	208 Montecito Drive Satellite Beach FL 32927		Electrical equipment	10/01/2026			\$5,837
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
20	Waterpump, Controller, Irrigation - Community Wide		2006	10/01/2025	\$67,357		
	Point Lobos and Monterey - PS #2 Satellite Beach FL 32937		Pump / lift station	10/01/2026			\$67,357
Unit #	Description Address		Year Built	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch	Const Type	Term Date	Contents Value	Covering Replaced	Roof Yr Blt
21	4 Basin Fountains @ Entrance Monuments		2018	10/01/2025	\$5,226		
	208 Montecito Drive Satellite Beach FL 32937		Property in the Open	10/01/2026			\$5,226

Sign: Mark NehibaPrint Name: Mark NehibaDate: 9/19/25



Property Schedule

Schedule Items Effective As of: 10/01/2025

Montecito Community Development District

Policy No.: 100125654
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
22	Waterpump Controller, Irrigation - Community Wide		2018	10/01/2025	\$47,614		\$47,614	
	Clemente and Carlsbad Phase 2C - PS #3 Satellite Beach FL 32927		Pump / lift station	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
23	Pedestrian Gate		2020	10/01/2025	\$6,829		\$6,829	
	208 Montecito Drive Satellite Beach FL 32927		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
24	Shed		2020	10/01/2025	\$3,407		\$3,407	
	208 Montecito Drive Satellite Beach FL 32927		Non combustible	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
25	Flagpole		2021	10/01/2025	\$3,484		\$3,484	
	208 Montecito Drive Satellite Beach FL 32927		Electrical equipment	10/01/2026				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
26	Composite Benches (#13 @ \$890)		2022	10/01/2025	\$13,437		\$13,437	
	Within District Satellite Beach FL 32927		Property in the Open	10/01/2026				
Total:			Building Value \$2,608,612	Contents Value \$147,594		Insured Value \$2,756,206		

Sign: Mark NehibaPrint Name: Mark NehibaDate: 9/19/25

**Montecito Community Development District**

Policy No.: 100125654
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. date	Value	Deductible
	Description			Term Date		
1			Electronic data processing equipment	10/01/2025	\$13,000	\$1,000
	Clubhouse Security Alarm System			10/01/2026		
2			Electronic data processing equipment	10/01/2025	\$16,419	\$1,000
	Clubhouse Fire Alarm System			10/01/2026		
3		202336028	Mobile equipment	10/01/2025	\$7,975	\$1,000
	2023 Classic 4 Pro Evolution			10/01/2026		
4			Other inland marine	10/01/2025	\$33,990	\$1,000
	Concrete Entrance Sign - East			10/01/2026		
5			Other inland marine	10/01/2025	\$2,393	\$1,000
	Security Addition - Reader / Gate lock / Exit Button on Post			10/01/2026		
6			Electronic data processing equipment	10/01/2025	\$4,374	\$1,000
	East Gate Addition - Reader / Maglock / Release Button with Post			10/01/2026		
7			Electronic data processing equipment	10/01/2025	\$3,353	\$1,000
	DVR Replacement - ECP4 DVR/Environmental Box/ Fan on Concrete Post at West Gate			10/01/2026		
8			Electronic data processing equipment	10/01/2025	\$3,353	\$1,000
	DVR Replacement - ECP4 DVR/Environmental Box/ Fan on Concrete Post at West Gate			10/01/2026		
9			Other inland marine	10/01/2025	\$84,975	\$1,000
	Street Signs			10/01/2026		
10			Other inland marine	10/01/2025	\$101,970	\$1,000
	Street Lights & Landscape Lighting			10/01/2026		
11			Other inland marine	10/01/2025	\$9,064	\$1,000
	Security System - at Clubhouse			10/01/2026		
12			Other inland marine	10/01/2025	\$1,910	\$1,000
	Front Entry Security System & Post			10/01/2026		
Total					\$282,776	

Sign: Mark NehibaPrint Name: Mark NehibaDate: 9/19/25



INVOICE

Customer	Montecito Community Development District
Acct #	486
Date	09/18/2025
Customer Service	Charisse Bitner
	1 of 1

Montecito Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Payment Information	
Invoice Summary	\$ 48,824.00
Payment Amount	
Payment for:	Invoice#29607
	100125654

Thank You

Please detach and return with payment



Customer: Montecito Community Development District

Invoice	Effective	Transaction	Description	Amount
29607	10/01/2025	Renew policy	Policy #100125654 10/01/2025-10/01/2026 Florida Insurance Alliance Package - Renew policy Due Date: 9/18/2025	48,824.00

Total

\$ 48,824.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349
TO PAY VIA ACH: Accretive Global Insurance Services LLC
Routing ACH: 121000358 Account: 1291776914

Remit Payment To: Egis Insurance Advisors

(321)233-9939

Date

P.O. Box 748555
Atlanta, GA 30374-8555

accounting@egisadvisors.com

09/18/2025



Montecito Community Development District

Consideration of Fountain Replacement quote with Solitude Lake Management

SERVICES AGREEMENT

PROPERTY NAME: Montecito CDD

CUSTOMER NAME: **Montecito CDD**

SERVICE DESCRIPTION: Kasco Fountain Installation at one pond (pond 6)

EFFECTIVE DATE: **September 9, 2025**

SUBMITTED TO: Kisha Wagner

SUBMITTED BY: Alan Wilson, District Manager; LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

MONTECITO CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

Fountain Installation:

1. Company will install the following floating decorative fountain:

- 1 Kasco J Series 3.1JF200 3 HP** (240V/1 PH)**

Includes: **200 ft.** of underwater power cable
Interchangeable Nozzle with Five (5) Patterns
C-95 Control Panel
GFCB Protection
24-Hour Timer
All labor and parts necessary for proper installation

****Customer must provide a properly sized power source** for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

******The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).**

LED Lighting Installation:

1. Decorative Fountain will include the Kasco Waterglow Fountain **LED6C11-200** Lighting.
Package Includes:

6-light LED fixture
11 watts per fixture
910 lumens per fixture
3,000K temperature per fixture
Durable design features 1-piece composite housing
Lens is secured with a robust weld, ensuring a leak-free assembly
Blue, amber, red and green lenses included with each kit
200 ft. of underwater power cable

Manufacturer Warranty:

1. Manufacturer warrants the motor, float, cord and control panel on all **3HP fountains for five (5) years** from the date of installation against any defects in materials and workmanship.
2. Manufacturer warrants **LED lights for two (2) years** from the date of installation against any defects in materials and workmanship.



3. The manufacturer's warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖlitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
 - b. The fountain system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SÖlitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
 - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
 - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SÖlitude Lake Management.





General Qualifications:

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



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$12,394.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price



Montecito Community Development District

**Ratification of Payment Authorization Nos
32 – 38**

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #32

8/19/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
90719	Berman Construction LLC (MONTE)	07/03/2025	Montecito CDD	10,202.87
90720	Berman Construction LLC (MONTE)	08/01/2025	Montecito CDD	10,202.87
1000284315	Coverall North America, Inc. (MONTE)	07/31/2025	Montecito CDD	650.00
2025.08.06	Debra Reitz (MONTE)	08/06/2025	Montecito CDD	200.00
0006818980	Gannett Florida LocaliQ (MONTE)	12/02/2024	Montecito CDD Paid Online	211.79
0007249563	Gannett Florida LocaliQ (MONTE)	07/31/2025	Montecito CDD	709.96
DM-08-2025-39	PFM Group Consulting LLC (MONTE)	08/08/2025	Montecito CDD	4,166.67
OE-EXP-08-2025-19	PFM Group Consulting LLC (MONTE)	08/07/2025	Montecito CDD	12.44
2025.08.06	Rich Wellman (MONTE)	08/06/2025	Montecito CDD	200.00
63278021	Stark Exterminators (MONTE)	08/12/2025	Montecito CDD	82.00
Total:				26,638.60

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #33

8/22/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
194454	Billing, Cochran, Lyles, Mauro & Ramsey (MONTE)	07/31/2025	Montecito CDD	2,832.50
102070	Culpepper & Terpening, Inc. (MONTE)	08/17/2025	Montecito CDD	2,560.00
OE-EXP-06-2025-22	PFM Group Consulting LLC (MONTE)	06/05/2025	Montecito CDD	14.63
26670	ProGreen Services, LLC (MONTE)	08/15/2025	Montecito CDD	561.50
26671	ProGreen Services, LLC (MONTE)	08/15/2025	Montecito CDD	291.86
26672	ProGreen Services, LLC (MONTE)	08/15/2025	Montecito CDD	438.77
PSI196189	Solitude Lake Management (MONTE)	08/18/2025	Montecito CDD	670.00
7603	VGlobalTech (MONTE)	08/01/2025	Montecito CDD	185.00
Total:				7,554.26

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #34

9/2/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
6192	Advanced Recreational Concepts (MONTE)	08/21/2025	Montecito CDD	72,228.34
8.31.2025	Swell Air & Heat LLC (MONTE)	08/31/2025	Montecito CDD	15,138.00
Total:				87,366.34

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #35

9/4/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
90828	Berman Construction LLC (MONTE)	08/22/2025	Montecito CDD	450.00
90874	Berman Construction LLC (MONTE)	08/28/2025	Montecito CDD	450.00
241452	Brevard Pools, Inc. (MONTE)	09/01/2025	Montecito CDD	1,444.00
i15237	Complete Air and Heat Inc (MONTE)	08/21/2025	Montecito CDD	125.00
3281	Insight Irrigation Monitoring (MONTE)	09/01/2025	Montecito CDD	600.00
26753	ProGreen Services, LLC (MONTE)	08/26/2025	Montecito CDD	287.25
26755	ProGreen Services, LLC (MONTE)	08/26/2025	Montecito CDD	351.27
26756	ProGreen Services, LLC (MONTE)	08/26/2025	Montecito CDD	448.77
26754	ProGreen Services, LLC (MONTE)	08/26/2025	Montecito CDD	400.02
27003	ProGreen Services, LLC (MONTE)	08/31/2025	Montecito CDD	2,645.00
26926	ProGreen Services, LLC (MONTE)	09/01/2025	Montecito CDD	6,500.00
PSI200508	Solitude Lake Management (MONTE)	09/01/2025	Montecito CDD	1,268.80
605607	Sonitrol of Tallahassee (MONTE)	08/25/2025	Montecito CDD	612.09
7688	VGlobalTech (MONTE)	09/01/2025	Montecito CDD	185.00
Total:				15,767.20

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #36

9/15/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
91240	Berman Construction LLC (MONTE)	09/08/2025	Montecito CDD	521.00
194896	Billing, Cochran, Lyles, Mauro & Ramsey (MONTE)	08/31/2025	Montecito CDD	3,862.50
14309192	City of Melbourne Utilities (MONTE)	09/04/2025	Montecito CDD	339.81
2025.09.03	Debra Reitz (MONTE)	09/03/2025	Montecito CDD	200.00
09-16797	GAULT ELECTRIC LLC (MONTE)	09/10/2025	Montecito CDD	215.50
DM-09-2025-39	PFM Group Consulting LLC (MONTE)	09/04/2025	Montecito CDD	4,166.63
27056	ProGreen Services, LLC (MONTE)	09/08/2025	Montecito CDD	3,749.76
2025.09.03	Rich Wellman (MONTE)	09/03/2025	Montecito CDD	200.00
Total:				13,255.20

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #37

9/8/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
35231	Play Space Services Inc (MONTE)	09/02/2025	Montecito CDD	62,542.79
Total:				62,542.79

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #38

9/10/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
6379	Modern Automation Systems LLC (MONTE)	09/08/2025	Montecito CDD	6,918.00
Total:				6,918.00



Montecito Community Development District

Review of District Financial Statements



Montecito CDD

August 2025 Financial Package

August 31, 2025

PFM Group Consulting, LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
(407) 723-5900



Montecito CDD
Statement of Financial Position
As of 8/31/2025

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$139,234.15			\$139,234.15
Capital Reserve	407,274.39			407,274.39
Accounts Receivable	2,972.54			2,972.54
Due From Other Funds	255,293.87			255,293.87
Prepaid Expenses	1,750.00			1,750.00
Series 2022 DSR Fund		\$35,734.77		35,734.77
Series 2022 Revenue Bond		44,850.27		44,850.27
Total Current Assets	<u>\$806,524.95</u>	<u>\$80,585.04</u>	<u>\$0.00</u>	<u>\$887,109.99</u>
<u>Investments</u>				
Amount Available in Debt Service Funds			\$80,585.04	\$80,585.04
Amount To Be Provided			3,039,414.96	3,039,414.96
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Assets	<u><u>\$806,524.95</u></u>	<u><u>\$80,585.04</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$4,007,109.99</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$96,275.24			\$96,275.24
Due To Other Funds		\$255,293.87		255,293.87
Total Current Liabilities	<u>\$96,275.24</u>	<u>\$255,293.87</u>	<u>\$0.00</u>	<u>\$351,569.11</u>
<u>Long Term Liabilities</u>				
Revenue Bonds Payable - Long-Term			\$3,120,000.00	\$3,120,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Liabilities	<u><u>\$96,275.24</u></u>	<u><u>\$255,293.87</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$3,471,569.11</u></u>
<u>Net Assets</u>				
Net Assets, Unrestricted	\$593,638.49			\$593,638.49
Current Year Net Assets, Unrestricted	(64,687.37)			(64,687.37)
Net Assets - General Government	(13,531.54)			(13,531.54)
Current Year Net Assets - General Govt	194,830.13			194,830.13
Net Assets, Unrestricted		\$135,629.04		135,629.04
Current Year Net Assets, Unrestricted		(310,337.87)		(310,337.87)
Total Net Assets	<u><u>\$710,249.71</u></u>	<u><u>(\$174,708.83)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$535,540.88</u></u>
Total Liabilities and Net Assets	<u><u>\$806,524.95</u></u>	<u><u>\$80,585.04</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$4,007,109.99</u></u>



Montecito CDD
Statement of Activities
As of 8/31/2025

	General Fund	Debt Service \$2022	Long Term Debt Group	Total
<u>Revenues</u>				
On-Roll Assessments	\$1,056,367.43			\$1,056,367.43
Other Revenue	5,247.57			5,247.57
Stormwater Control - Cost Share	717.18			717.18
Townhome Mailboxes Maintenance	620.00			620.00
Other Assessments		\$9,218.64		9,218.64
Total Revenues	\$1,062,952.18	\$9,218.64	\$0.00	\$1,072,170.82
<u>Expenses</u>				
Supervisor Fees	\$5,400.00			\$5,400.00
Insurance	46,992.00			46,992.00
Trustee Services	1,250.00			1,250.00
Management	45,833.37			45,833.37
Field Management	146,755.02			146,755.02
Engineering	35,800.54			35,800.54
Property Appraiser	20,512.16			20,512.16
District Counsel	42,605.00			42,605.00
Discount Fees	40,332.90			40,332.90
Audit	4,400.00			4,400.00
Janitorial Supplies	1,594.11			1,594.11
Janitorial Service	10,700.00			10,700.00
Postage & Shipping	77.59			77.59
Legal Advertising	2,370.98			2,370.98
Miscellaneous	863.79			863.79
Contingency	1,492.85			1,492.85
Office Supplies	112.42			112.42
Web Site Maintenance	4,895.00			4,895.00
Dues, Licenses, and Fees	175.00			175.00
Capital Expenditures	224,342.18			224,342.18
Security	1,283.00			1,283.00
Fire Detection Services	7,792.79			7,792.79
Electric	39,287.56			39,287.56
Irrigation	59,002.37			59,002.37
Irrigation Monitoring	6,845.60			6,845.60
Water-Sewer	2,816.26			2,816.26
Aquatic Repairs & Maint.	16,852.40			16,852.40
Amenity - Pool Maintenance	21,177.01			21,177.01
Internet Services	3,796.94			3,796.94
Gate Kiosk - Internet Svcs	2,319.78			2,319.78
General Repair & Maintenance	2,622.67			2,622.67
Common Area Maintenance	7,613.95			7,613.95
Landscaping Maintenance & Material	78,000.00			78,000.00
Additional Landscaping R&M	25,000.00			25,000.00
Tree Trimming	15,435.00			15,435.00
Flower & Plant Replacement	6,265.00			6,265.00
HVAC	2,998.00			2,998.00
Pest Control	492.00			492.00
Gate - R&M	2,576.40			2,576.40
Entrance Vehicular Gate	5,852.54			5,852.54
Oak Tree Maintenance	7,917.00			7,917.00
Hoover Pumps Repair & Maintenance	8,657.65			8,657.65
Streetlights	1,149.20			1,149.20
Fitness Facility	1,201.39			1,201.39
Playground Repairs & Maintenance	801.20			801.20
Principal Payment - S2022		\$219,000.00		219,000.00
Interest Payments - S2022		104,844.60		104,844.60
Total Expenses	\$964,260.62	\$323,844.60	\$0.00	\$1,288,105.22
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$22,002.89			\$22,002.89
Allocate Resv Acct Interest	9,448.31			9,448.31
Interest Income		\$4,288.09		4,288.09
Total Other Revenues (Expenses) & Gains (Losses)	\$31,451.20	\$4,288.09	\$0.00	\$35,739.29
Change In Net Assets	\$130,142.76	(\$310,337.87)	\$0.00	(\$180,195.11)
Net Assets At Beginning Of Year	\$580,106.95	\$135,629.04	\$0.00	\$715,735.99
Net Assets At End Of Year	\$710,249.71	(\$174,708.83)	\$0.00	\$535,540.88



Montecito CDD
Budget to Actual
For The Month Ending 8/31/2025

	Year To Date			FY 2025	
	Actual	Budget	Variance	Adopted Budget	Percentage
<u>Revenues</u>					
O&M Assessments	\$ 1,056,367.43	\$ 966,745.08	\$ 89,622.35	\$ 1,054,631.00	100.16%
Debt Assessments (S2022)	-	308,091.67	(308,091.67)	336,100.00	0.00%
Interest Income	22,002.89	458.33	21,544.56	500.00	4400.58%
Townhome Mailbox Maintenance	620.00	1,320.00	(700.00)	1,440.00	43.06%
Stormwater Control - Cost Share	717.18	-	717.18	-	0.00%
Other Revenue	5,247.57	-	5,247.57	-	0.00%
Net Revenues	\$ 1,084,955.07	\$ 1,276,615.08	\$ (191,660.01)	\$ 1,392,671.00	77.90%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 5,400.00	\$ 11,000.00	\$ (5,600.00)	\$ 12,000.00	45.00%
District Engineer	35,800.54	41,250.00	(5,449.46)	45,000.00	79.56%
Legal Fees	42,605.00	36,666.67	5,938.33	40,000.00	106.51%
District Management	45,833.37	49,500.00	(3,666.63)	54,000.00	84.88%
Assessment Roll	-	4,858.33	(4,858.33)	5,300.00	0.00%
Website Maintenance	4,895.00	3,758.33	1,136.67	4,100.00	119.39%
Auditing Services	4,400.00	4,033.33	366.67	4,400.00	100.00%
Arbitrage Rebate Calculation	-	412.50	(412.50)	450.00	0.00%
Trustee Fees	1,250.00	2,979.17	(1,729.17)	3,250.00	38.46%
Insurance	46,992.00	43,291.42	3,700.58	47,227.00	99.50%
Legal Advertising	2,370.98	1,375.00	995.98	1,500.00	158.07%
Dues, Licenses, and Fees	175.00	160.42	14.58	175.00	100.00%
Contingency/Miscellaneous	2,434.23	2,200.00	234.23	2,400.00	101.43%
Total General & Administrative Expenses	\$ 192,156.12	\$ 201,485.17	\$ (9,329.05)	\$ 219,802.00	87.42%
<u>Maintenance Expenses</u>					
Facility Attendant & General Mgmt. Contract	\$ 146,755.02	\$ 149,642.17	\$ (2,887.15)	\$ 163,246.00	89.90%
<u>Amenity Center Operations</u>					
Repairs & Maint. (Non-HVAC)	\$ 2,622.67	\$ 9,166.67	\$ (6,544.00)	\$ 10,000.00	26.23%
HVAC Repairs & Maint.	2,998.00	2,520.83	477.17	2,750.00	109.02%
Office Supplies	112.42	916.67	(804.25)	1,000.00	11.24%
Janitorial Supplies	1,594.11	1,145.83	448.28	1,250.00	127.53%
Janitorial Services	10,700.00	11,495.00	(795.00)	12,540.00	85.33%
Pest Control & Termite Bond	492.00	1,102.75	(610.75)	1,203.00	40.90%
Fitness Equipment Repairs & Maint.	1,201.39	2,750.00	(1,548.61)	3,000.00	40.05%
Playground Repairs & Maint.	801.20	916.67	(115.47)	1,000.00	80.12%
Pool Service Repairs & Maint.	21,177.01	16,500.00	4,677.01	18,000.00	117.65%
Total Amenity Center	\$ 41,698.80	\$ 46,514.42	\$ (4,815.62)	\$ 50,743.00	82.18%
<u>Irrigation</u>					
Irrigation Repairs & Maint.	\$ 59,002.37	\$ 45,833.33	\$ 13,169.04	\$ 50,000.00	118.00%
Irrigation Monitoring	6,845.60	6,416.67	428.93	7,000.00	97.79%
Hoover Pumps Repairs & Maint.	8,657.65	16,041.67	(7,384.02)	17,500.00	49.47%
Total Irrigation	\$ 74,505.62	\$ 68,291.67	\$ 6,213.95	\$ 74,500.00	100.01%



Montecito CDD
Budget to Actual
For The Month Ending 8/31/2025

	Year To Date			FY 2025 Adopted Budget	Percentage
	Actual	Budget	Variance		
Stormwater Control					
Aquatic Repairs & Maint.	\$ 16,852.40	\$ 14,208.33	\$ 2,644.07	\$ 15,500.00	108.73%
Landscaping					
Landscaping Contracted Services	\$ 78,000.00	\$ 75,166.67	\$ 2,833.33	\$ 82,000.00	95.12%
Additional Landscaping Repairs & Maint.	25,000.00	9,166.67	15,833.33	10,000.00	250.00%
Plant Replacement	6,265.00	2,200.00	4,065.00	2,400.00	261.04%
Mulch	-	13,750.00	(13,750.00)	15,000.00	0.00%
Palm Tree Maint.	15,435.00	14,148.75	1,286.25	15,435.00	100.00%
Oak Tree Maint.	7,917.00	6,569.75	1,347.25	7,167.00	110.46%
Total Landscaping	\$ 132,617.00	\$ 121,001.83	\$ 11,615.17	\$ 132,002.00	100.47%
Common Areas, Right of Ways & Walls					
Streetlight Repairs & Maint.	\$ 1,149.20	\$ 8,250.00	\$ (7,100.80)	\$ 9,000.00	12.77%
Entry Vehicular Gates Repairs & Maint.	5,852.54	18,333.33	(12,480.79)	20,000.00	29.26%
Pedestrian Entry Gates & Walls Maint.	2,576.40	4,583.33	(2,006.93)	5,000.00	51.53%
Common Area Repairs & Maint.	7,613.95	11,000.00	(3,386.05)	12,000.00	63.45%
Total Common Areas, Right of Ways & Walls	\$ 17,192.09	\$ 42,166.67	\$ (24,974.58)	\$ 46,000.00	37.37%
Security Monitoring Services					
Fire Detection Services	\$ 7,792.79	\$ 2,229.33	\$ 5,563.46	\$ 2,432.00	320.43%
Access Control Services	-	2,674.83	(2,674.83)	2,918.00	0.00%
Intrusion Services	-	1,631.67	(1,631.67)	1,780.00	0.00%
Security Monitoring Repairs & Maint.	1,283.00	2,630.83	(1,347.83)	2,870.00	44.70%
Total Security Monitoring Services	\$ 9,075.79	\$ 9,166.67	\$ (90.88)	\$ 10,000.00	90.76%
Utilities					
Electric Services	\$ 39,287.56	\$ 59,583.33	\$ (20,295.77)	\$ 65,000.00	60.44%
Telephone, Internet	3,796.94	3,617.17	179.77	3,946.00	96.22%
Water & Sewer Services	2,816.26	3,666.67	(850.41)	4,000.00	70.41%
Gate Kiosk Internet Services	2,319.78	2,612.50	(292.72)	2,850.00	81.40%
Total Utilities	\$ 48,220.54	\$ 69,479.67	\$ (21,259.13)	\$ 75,796.00	63.62%
Extraordinary Services					
Townhome Mailboxes Maint	\$ -	\$ 1,320.00	\$ (1,320.00)	\$ 1,440.00	0.00%
Total Maintenance Expenses	\$ 486,917.26	\$ 521,791.42	\$ (34,874.16)	\$ 569,227.00	85.54%
Total Expenditures	\$ 679,073.38	\$ 723,276.58	\$ (44,203.20)	\$ 789,029.00	86.06%
Other Financing Uses					
Capital Reserve Transfer Out	\$ -	\$ 159,742.00	\$ (159,742.00)	\$ 174,264.00	
Disaster Reserve Transfer Out	-	27,500.00	(27,500.00)	30,000.00	
Total Other Financing Uses	\$ -	\$ 187,242.00	\$ (187,242.00)	\$ 204,264.00	
Total Expenditures & Reserves	\$ 679,073.38	\$ 910,518.58	\$ (231,445.20)	\$ 993,293.00	
Revenues Less Expenditures	\$ 405,881.69	\$ 366,096.50	\$ 39,785.19	\$ 399,378.00	
Bond Payments (S2022)	\$ 323,844.60	\$ 289,606.17	\$ 34,238.43	\$ 315,934.00	
Balance	\$ 82,037.09	\$ 76,490.33	\$ 5,546.76	\$ 83,444.00	
Assessment Fees & Discounts					
County Appraiser & Tax Collector Fee	\$ 20,512.16	\$ 25,497.08	\$ (4,984.92)	\$ 27,815.00	
Discounts	40,332.90	50,993.25	(10,660.35)	55,629.00	
Excess / (Shortfall)	\$ 21,192.03	\$ -	\$ 21,192.03	\$ -	



Capital Improvement Projects 2024-2025

As of 8/31/25

Clubhouse/Parking Lot	Actual	Budget	Variance
Exterior Coach Lights	-	-	-
Interior Paint	17,630.00	26,606.00	8,976.00
Exterior Paint	-	-	-
Cardio Equipment	23,770.00	38,442.00	14,672.00
Television	1,912.57	-	(1,912.57)
Dog Waste Stations	1,761.27	-	(1,761.27)
A/C Unit	15,138.00	15,138.00	-
Pool Cushions	12,469.00	9,773.00	(2,696.00)
Totals	\$ 72,680.84	\$ 89,959.00	\$ 17,278.16
Playground Area			
Playground & Equipment	72,228.34	77,089.00	4,860.66
Rubber Surface	-	30,835.00	30,835.00
Totals	\$ 72,228.34	\$ 107,924.00	\$ 35,695.66
Sidewalks/Asphalts			
Asphalt Repairs	54,181.00	-	(54,181.00)
Sidewalk Repairs	3,202.00	17,570.00	14,368.00
Totals	\$ 57,383.00	\$ 17,570.00	\$ (39,813.00)
Fountains			
Fountain Replacements	22,050.00	-	(22,050.00)
Totals	22,050.00	-	(22,050.00)
Total Capital Improvement Plans	\$ 224,342.18	\$ 215,453.00	\$ (8,889.18)

NOTES:

Moved Pool Furniture Lounge Pads from FY26 to FY25

Exterior Coach Lights were moved from FY25 to FY26

Exterior Paint was moved from FY25 to FY26



Montecito Community Development District

District Manager



Montecito Community Development District

General Manager



Pressure Wash This Inc.

SEPTEMBER 15TH 2025

Pressure Wash This Inc.

1902 Lee Wood Court

St. Cloud, Florida 34772

(407) 709-4536 Mobile

STEVE GROOMS

OUR SERVICES: PRESSURE WASH AND TREAT / SOFT WASH AND TREAT

PRESSURE WASH AND TREAT: ALL CONCRETE WILL BE CLEANED USING LARGE ROTARY SURFACE CLEANERS THEN RINSED WITH CLEAN WATER. A POST TREATMENT WILL BE REQUIRED AND IS INCLUDED IN THE BID. THIS WILL KILL ALL THE MOLD/MILDEW AND SANITIZE THE CONCRETE AND SLOW DOWN THE PROCESS OF IT RETURNING.

SOFT WASH AND TREAT: WITH OUR SOFT WASH SYSTEM WILL SAFELY CLEAN BUILDINGS, VINYL FENCES, MONUMENTS ETC USING CHEMICALS AND LOW PRESSURE SO NO DAMAGE.

BID FOR: MONTECITO HOA

PRESSURE WASH AND TREAT ALL SIDEWALKS, CURBS, STORMS DRAINS, PAVERS IN FRONT OF CLUBHOUSE, AND CENTER SIDEWALK BEHIND POOL BY PLAYGROUND AREA

TOTAL: \$13,800.00

A HYDRANT METER WILL BE USED TO ATTAIN WATER AND IS INCLUDED IN THE BID



Groundworks Pavers and Turf

4450 Enterprise Court | unit f | Melbourne, Florida 32934
3215869227 | Groundworkspaversandturf@gmail.com

RECIPIENT:

Montecito CDD
208 Montecito Drive
Satellite Beach, Florida 32937
Phone: 3217779460

Quote #1087	
Sent on	Apr 01, 2025
Total	\$3,650.00

Product/Service	Description	Qty.	Unit Price	Total
Paver repair	Inspect the base thoroughly after removing the pavers to assess the condition of the sand or gravel base underneath. It is crucial that the base is level and compacted. If any shifting or settling is observed, kindly utilize a shovel to eliminate any loose material and re-level the area. In cases where the base has become loose or uneven, it is recommended to re-compact the base using a plate compactor. This step is essential to establish a solid foundation for the pavers. Subsequently, evenly spread a layer of sand (polymeric sand or regular sand) over the compacted base. Utilize a rake to smoothen the surface. During the installation of the pavers, ensure to replace any damaged pavers by placing the new or repaired ones back into position, ensuring a snug fit against the surrounding pavers. If needed, gently tap them with a rubber mallet to secure them in place. Verify that all pavers are level and aligned with the surrounding ones to maintain an even and stable surface. Use a level to ensure precision. Lastly, if there are any gaps between the pavers, fill them with sand. Carefully sweep the sand into the joints, ensuring a tight pack.	1	\$1,000.00	\$1,000.00



Groundworks Pavers and Turf

4450 Enterprise Court | unit f | Melbourne, Florida 32934
3215869227 | Groundworkspaversandturf@gmail.com

Product/Service	Description	Qty.	Unit Price	Total
Paver repair west gate	Inspect the base thoroughly after removing the pavers to assess the condition of the sand or gravel base underneath. It is crucial that the base is level and compacted. If any shifting or settling is observed, kindly utilize a shovel to eliminate any loose material and re-level the area. In cases where the base has become loose or uneven, it is recommended to re-compact the base using a plate compactor. This step is essential to establish a solid foundation for the pavers. Subsequently, evenly spread a layer of sand (polymeric sand or regular sand) over the compacted base. Utilize a rake to smoothen the surface. During the installation of the pavers, ensure to replace any damaged pavers by placing the new or repaired ones back into position, ensuring a snug fit against the surrounding pavers. If needed, gently tap them with a rubber mallet to secure them in place. Verify that all pavers are level and aligned with the surrounding ones to maintain an even and stable surface. Use a level to ensure precision. Lastly, if there are any gaps between the pavers, fill them with sand. Carefully sweep the sand into the joints, ensuring a tight pack.	1	\$200.00	\$200.00
Paver Repair Pathway from clubhouse		1	\$650.00	\$650.00
Paver repair Clemente		1	\$300.00	\$300.00
Paver repair Carlsbad dr		1	\$1,500.00	\$1,500.00
			Total	\$3,650.00

This covers both repair locations at botg entrances of the community

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____



**YOUR NATIONWIDE PAVEMENT
MAINTENANCE SOLUTION**

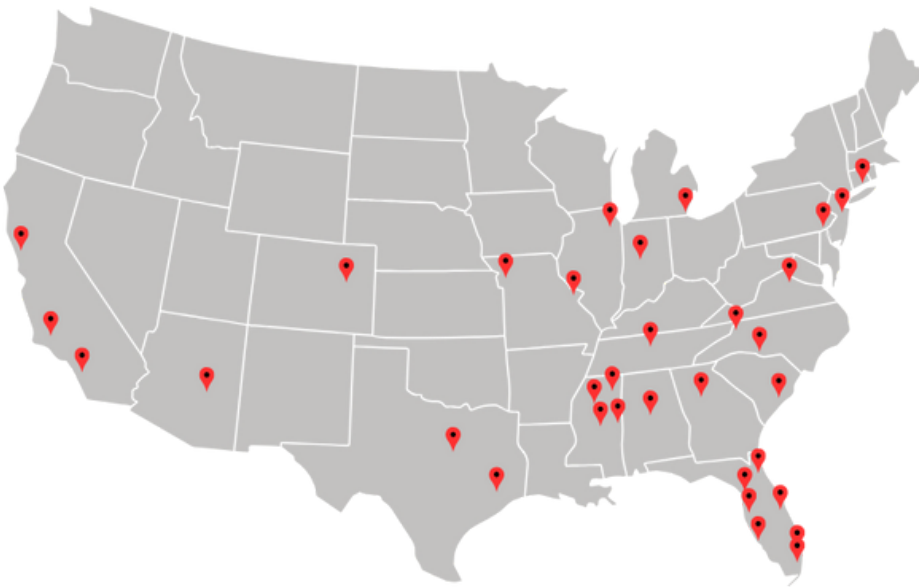
OPP-25-035052
208 Montecito Dr
Kisha Wagner

Steven Schwartz
steven.schwartz@rosepaving.com



Paving Our Path

In December 2024, **Rose Paving** and **Atlantic Southern Paving (ASP)** merged to form one of the largest self-performing paving companies in the United States. This strategic union combines their complementary geographic footprints, creating an expansive nationwide network with unparalleled reach. Operating under the Rose Paving name, the merger unites over 1,000 employees across 33 offices, enhancing their ability to deliver best-in-class paving solutions and superior service to clients nationwide.



Completing 20,000+ Jobs Every Year



Providing 80+ Years of Trusted Service



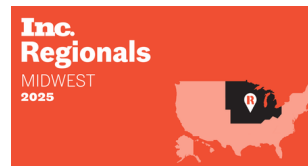
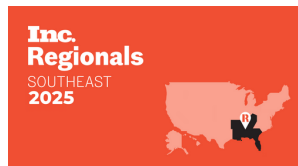
Serving Commercial & Residential HOAs/COAs



Same great team



33 Office Locations



www.RosePaving.com (954) 581-5805



Learn more about **Rose Paving** at www.RosePaving.com



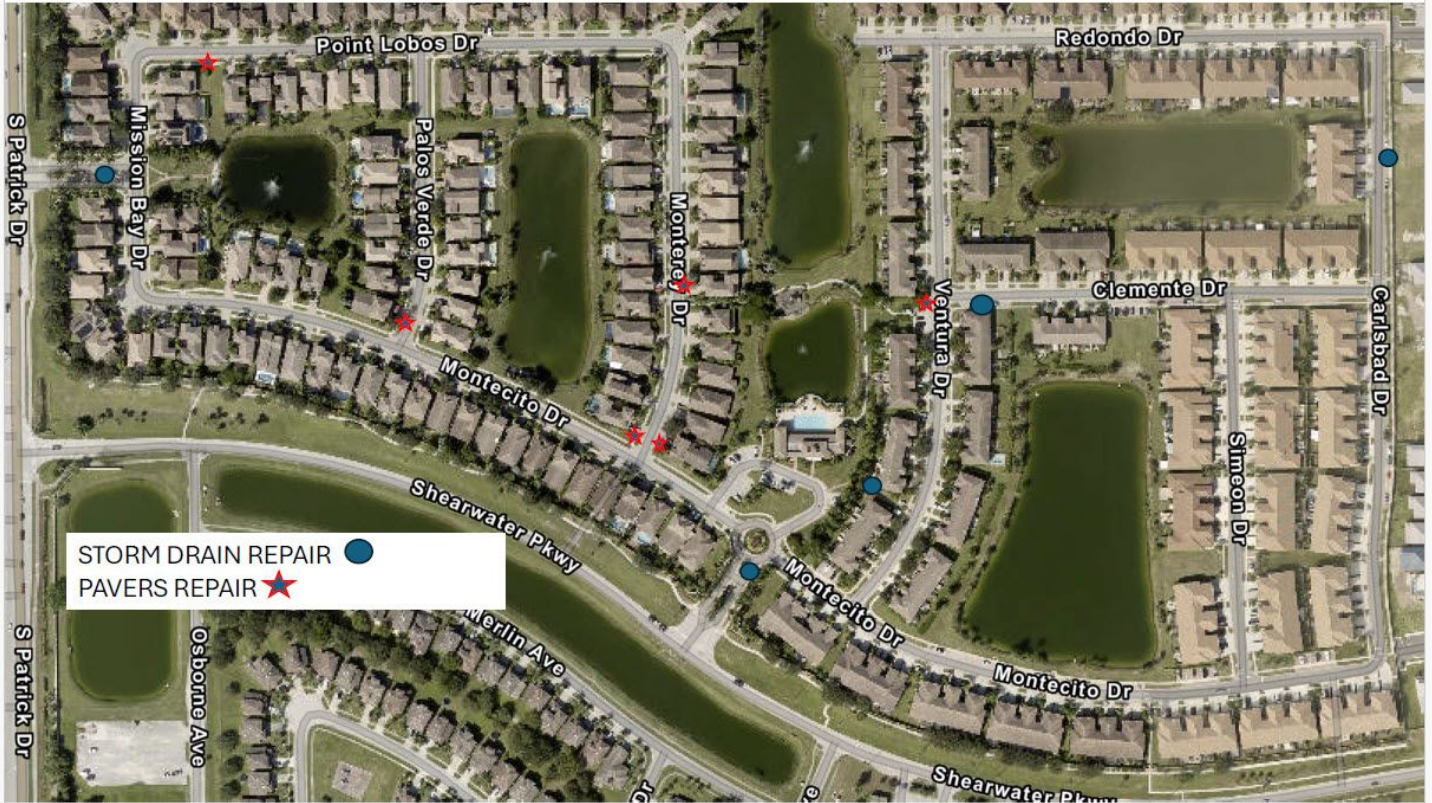
PROPOSAL

OPP-25-035052
09 / 18 / 2025

Account Information	Contact Information	Rose Paving Information
Account Name: Montecito CDD	Contact Name: Kisha Wagner	Account Executive: Steven Schwartz
Street Address: 208 Montecito Dr	Contact Email: kwagner@bermancorp.com	Email: steven.schwartz@rosepaving.com
City State Zip: Satellite Beach FL 32937-5759	Contact Phone: 321-777-9460	Cell: 914.224.9901

Notes/Exclusions
All locations will be completed in 1 Day

PRICING TABLE			
Service Line Name	QTY	U of M	Subtotal
Concrete - 6 locations Patches	11	LF	\$6,400.00
Pavers- 5 locations Reset pavers			
Total			\$6,400.00





CUSTOMER APPROVAL

Total Dollars Approved: **\$6,400.00**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:



Scope Detail	
Service Line Name	Service Description
Concrete - Patch	Chip/grind existing concrete down, as needed Clean areas free of dirt and debris Place material flush with surface and finish Clean entire work area free of all dirt and debris



Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$850.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.



11. UNMARKED / UNDOCUMENTED UTILITIES: The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

12. WORK ACCESSIBILITY: The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

13. SOIL CONDITIONS: The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

14. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

15. CLEANING EXPENSES: Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

16. INSURANCE: Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

17. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.



18. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

19. ATTORNEY FEES & COSTS: In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

20. JURY WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. WARRANTY: Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warrantied against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.



22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

23. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

24. ALTERATIONS TO THIS PROPOSAL: Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

25. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

26. AUTHORITY TO SIGN: The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

NOTICE TO CUSTOMERS FOR HOME IMPROVEMENTS CONTRACTS

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

**As a duly authorized representative of Montecito CDD, I
agree to these Terms & Conditions**



Montecito Community Development District

General Manager's Report

Montecito CDD

208 Montecito Drive, Satellite Beach, Florida

321-777-9460

General Manager: Kisha Wagner

**September Monthly Report
October Meeting**

Admin

Pending items / updates

⇒ **Clubhouse and pool deck:**

- ✓ Email received from Cynthia, representative of Towers Mgt Group "The Vue" regarding the ongoing issue of sand washing under the divider fence from there side onto the Montecito sidewalks.
- ✓ Pool fountain covers replaced.

⇒ **AED Course:** Information gathered.

⇒ **Lakes and Fountain:**

- ✓ Quote to replace fountain received.
- ✓ Lakes were treated for aquatic algae and shoreline weed.
- ✓ A planktonic algal bloom was identified in Lake Pasadena and Valencia.

⇒ **Playground: ARC**

- ✓ Playground complete.
- ✓ Waiting for a bench replacement. ETA 1-2nd week of October.

⇒ **Sidewalks pressure wash:** Quotes

- ✓ Berman
- ✓ Evolution
- ✓ Pressure Wash It

⇒ **Pavers repair (CDD): Map available**

- ✓ Groundworks
- ✓ Rose Paving
- ✓ Emma de Leon
- ✓ Atlantic Southern

⇒ **Landscape Lighting: HOLD**

- ✓ Elite Lighting

- ✓ Berman
- ✓ Low Voltage Lighting

⇒ **Clubhouse furniture**

- ✓ Furniture ideas have been selected. All will be presented during the board meeting.

⇒ **New / Replacement lounge chairs cushions**

- ✓ Demo lounge chair received. The ties were placed on the sides so the cushions can be reversible.

⇒ **Clubhouse Exterior Painting: Quotes**

TABLED UNTIL 2026 FISCAL YEAR BUDGET

- ✓ Berman
- ✓ Anchor Painting
- ✓ Vice Painting
- ✓ Flash Multiple Services

⇒ **Community Light Pole: Quotes**

- ✓ Berman
- ✓ Vice Painting
- ✓ Plummer

⇒ **Storm Drain Concrete: Repair**

- ✓ Don Bo – Waiting on a quote
- ✓ Rose Paving – Quote received
- ✓ JB Aquatics – Waiting on a quote

⇒ **Surveillance Cameras:**

- ✓ Equipment scheduled to be installed on September 30th.