Montecito Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 Phone: 407-723-5900; Fax: 407-723-5901 www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on Wednesday November 5, 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
- Pledge of Allegiance
- 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 October 1, 2025, Board of Supervisors Meeting Minutes

Vendor Report

ProGreen Services LLC Monthly Executive Summary

Old Business Matters

- 2. Street Light Maintenance Proposals
- 3. Discussion of Sidewalk Maintenance
- 4. Update Regarding AED Machine
- 5. Discussion of Driveway Encroachment
- 6. Capital Project Recommendations

New Business Matters

7. Review and Consideration of Resolution 2026-02, Declaring Rule Void and Unenforceable



- 8. Review and Consideration of Resolution 2026-03, **Adopting a Revised Budget for FY25**
- 9. Discussion of Weather and Soil Monitoring Sensor
- 10. Discussion of Roof Report
- 11. Ratification of Payment Authorization Nos. 39 44
- 12. Review of District Financial Statements

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - 1. Next Meeting- December 3, 2025
- General Manager
 - General Manager's Report

Supervisor Requests & Comments

Adjournment





Montecito Community Development District

Review and Consideration of the October 1, 2025, Board of Supervisors Meeting Minutes

MONTECITO COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Wednesday, August 6, 2025 208 Montecito Drive, Satellite Beach, Florida 32937 5:30 p.m.

Board Members present at roll call:

Debra Reitz Assistant Secretary

Mark Nehiba Chairperson

Tanja Glynn Assistant Secretary
Rich Adams Assistant Secretary

Rich Adams Assistant Secretary (via phone)

Rich Wellman Vice Chairperson

Also present were:

Venessa Ripoll District Manager- PFM Group Consulting LLC

Rick Montejano District Accountant - PFM Group Consulting LLC (via phone)

Gazmin Kerr ADM – PFM Group Consulting LLC (via phone)

Michael Pawelczyk District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A.

District Engineer – Culpepper & Terpening, Inc. (via phone)

Kisha Wagner General Manager – Berman

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 5:30 p.m. and a guorum was established.

The Pledge of Allegiance was recited.

Public Comment Period

A resident, on Point Lobos, asked if the HOA Social Committee could have access to the TV for events. She would like to use streaming for movie nights. The Board agreed to allow this, but anyone who is signed into the app for streaming must ensure to sign out after use. Ms. Wagner also noted this should not be an issue, but there will be an approval form completed to use the TV and remote. There was brief discussion regarding the streaming apps and the movies viewed.

Another resident had a comment regarding renting a movie via the streaming options. Ms. Wagner noted renting will not be allowed. She noted there are a lot of free options.

A resident, noted the movie night had great feedback. He also had a comment regarding the TV in the gym and asked for clarification on how a resident would request to change the channel. It was recommended to put a news channel on. Ms. Wagner noted the remote is kept in her office for safekeeping. He also had a comment regarding ProGreen and noted that although the grass has been cut, most of the rear yard grass has died. Ms. Wagner recommended creating a ticket in order for her to send ProGreen out to check on the issues. If the grass does not need to be cut, residents can place a reflector in the yard that alerts ProGreen not to mow.

Mr. Henson had a comment regarding the large oak trees that are located on Shearwater. He has been communicating with Ms. Reitz regarding this. He would like these to be included in the canopy trimming that is done. He also noted that sod should be placed in that area as there is water that backs up during storms.

Another resident had a comment regarding a parking violation sticker that his son received. He requested changing the sticker as it is extremely sticky and requires a tool to take off. Ms. Wagner recommended reviewing the parking policy. There was brief discussion regarding the violation sticker.

Administrative Matters

Review and Consideration of the July 2, 2025, Board of Supervisors Meeting Minutes

The Board reviewed the minutes.

Ms. Ripoll noted the minutes will be available on the District's website.

On motion by Ms. Glynn, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the July 2, 2025, Board of Supervisors Meeting Minutes.

Review & Acceptance of Fiscal Year 2024 Audit Report

Ms. Ripoll noted the report was reviewed by District Staff and Ms. Glynn. The report will be posted on the District's website.

On motion by Ms. Glynn, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District accepted the Fiscal Year 2024 Audit Report.

Public Hearing on the Adoption of the District's Annual Budget

- a. Public Comments and Testimony
- **b. Board Comments**
- c. Consideration of Resolution 2025-16, Adopting the Fiscal Year 2026 Budget and Appropriating Funds

On motion by Mr. Wellman, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District opened the Public Hearing on the Adoption of the District's Annual Budget.

Ms. Ripoll noted the budget is the same overall budget that was approved by the Board previously. She noted the 2026 assessments will not increase.

A resident had a comment regarding the property tax removal study. It was noted this is being studied by legislature. It will not affect the CDD at this time. There was an explanation of the process for collecting the assessments and the bonds. It was noted that the study may result in the city collecting assessments.

Mr. Henson, a resident, made a comment regarding the interest income. Mr. Montejano gave an overview of the interest income and noted the new bank gives a higher interest rate for the District. He also had a comment regarding the Janitorial Services line item. Ms. Ripoll noted this is an agenda item for discussion. Mr. Henson also had a comment regarding the Fire Detection Services line item. Mr. Nehiba gave an overview and noted several items have been rolled into one line item.

Another resident had a comment regarding the Other Financials line item. Ms. Glynn noted the District is building the reserves for future projects. It was noted the reserves are listed in the District Financials.

A resident had a comment regarding the proposed Assessment Schedule. Ms. Ripoll noted it is just a breakdown of the current assessment, which will remain the same for 2026.

Mr. Nehiba noted the budget is the same amount as the previous budget.

On motion by Mr. Nehiba, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District closed the Public Hearing on the Adoption of the District's Annual Budget.

On motion by Ms. Reitz, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Resolution 2025-16, Adopting the Fiscal Year 2026 Budget and Appropriating Funds.

Consideration of Resolution 2025-17, Levying O&M Assessments and Certifying an Assessment Roll

Ms. Ripoll gave an overview of the resolution. She noted that the Tax Collector did not assess the Debt Service part of the tax bill to the residents in 2025. There has been communication with the County.

Ms. Glynn gave an overview of the financials related to the Debt Service and Assessments on the tax bill. Although the CDD approved the correct amount, the Tax Collector failed to place it on the tax bill. It was noted that the prior management company did send the assessment roll to the County. There was discussion regarding the amounts.

PFM will be overseeing this from now on. If any mistakes are made on this year's tax bill, please notify Ms. Ripoll.

It was noted as long as the bonds are owed, the uniform method of collection is necessary.

Mr. Montejano will request the proposed tax bills for the two-unit types for reference.

There was discussion regarding how the assessments affect the budget.

On motion by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Resolution 2025-17, Levying O&M Assessments and Certifying an Assessment Roll.

Consideration of Resolution 2025-18, Adopting the Annual Meeting Schedule for Fiscal Year 2025-2026

Ms. Ripoll reviewed the annual meeting schedule. This schedule will be available on the District's website. New calendar meeting invites will be sent out to the Board via email.

It was noted that the meetings are held on the first Wednesday of the month at 9:30 a.m., except for two budget meetings at 5:30 p.m. Mr. Nehiba requested the other two meetings to be held at 9:30 a.m. as well. He noted there is not a difference in attendance.

Ms. Ripoll will amend the resolution.

Mr. Pawelczyk noted the meetings can be adjusted and noticed accordingly, if needed, for the Public Hearings.

On motion by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Resolution 2025-18, Adopting the Annual Meeting Schedule for Fiscal Year 2025-2026, with the recommended amendments.

Vendor Report

ProGreen Services LLC
 Monthly Executive
 Summary

The Board reviewed the Monthly Executive Summary.

Ms. Ripoll reviewed Estimate #7248, in the amount of \$2,645.00. Mr. Nehiba noted this proposal is to redo the playground landscaping. He gave an overview of the landscaping included. ProGreen has noted they will hold the estimate until the new fiscal year if needed.

Mr. Wellman requested a drawing layout from Progreen for these types of proposals. Ms. Ripoll will follow up.

The Board discussed the proposal.

On motion by Ms. Reitz, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Estimate #7248 from ProGreen, in the amount of \$2,645.00, for the playground landscaping redo.

SECOND ORDER OF BUSINESS

General Business Matters

Road Repairs and Street Seal Coating

Mr. Wellman gave a summary of the road repairs and seal coating. He provided a report to the Board. He gave an overview of the issues encountered during the process. He noted all residents should be on the email list. The goal is to complete the mill and pave in 2035. The reserves are being built up for this project.

A resident had a comment regarding the patch jobs. Mr. Wellman gave an overview of the areas repaired.

Discussion of Paver Repair at the Entrances

The District Engineer has provided a proposal for the Board but has been unable to contact the vendor at this time. Mr. Degrace recommended waiting on a response.

The Board discussed the paver repair and cost. It was noted there is a dip in the substructure.

Berman noted they have worked with the proposed vendor previously, and they were just bought out. Berman will follow up and see if they can get a revised proposal.

This item was tabled and will be kept on the agenda.

Status of Consumptive Use Permit (CUP) Compliance

Mr. Degrace gave an update. He noted the meter readings have been good. The recommendation is to budget for a new analog meter next year in order to upgrade. The estimated total budget for this project is \$10,000.00.

Mr. Wellman requested the estimation in writing to keep for District records.

Street Light Maintenance

Ms. Wagner noted this will be included in the General Manager's report.

Review and Consideration of the Janitorial Proposal with Berman

Ms. Wagner has received a proposal from Berman. They have a janitorial department.

The Board reviewed the janitorial proposal and cost. It was noted using Berman's janitorial department will be about the same cost as the current cleaning vendor.

Ms. Wagner reviewed what is included in the Berman services. She recommended doing a deep cleaning prior to maintaining, which would be a one-time fee of \$450.00. The regular monthly fee will be \$677.25.

The Board discussed the janitorial services.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Janitorial Proposal with Berman, with the recommended deep clean amendment.

Termination of Janitorial Service Agreement with Office Cleaners LLC

Ms. Ripoll reviewed the termination. District Counsel will create the letter for cancellation.

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 Termination of Janitorial Service Agreement with Office Cleaners LLC.

Ratification of Payment Authorization Nos. 25 – 29

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

On motion by Ms. Reitz, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Payment Authorization Nos. 25-29.

Review of District Financial Statements

Ms. Ripoll stated the financials are as of June 2025.

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

Ms. Glynn noted the reserve balance is shown in the financials.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – No report.

District Manager – Ms. Ripoll noted that the next Board meeting is scheduled for the first Wednesday in September. The new fiscal year meetings begin in October.

She noted the Fee Service Rate Sheet from Berman was included in the Board's packet as requested. There was discussion regarding these services, which would be preauthorized by the Board if necessary. Mr. Pawelczyk recommended reviewing the process of submitting for approval for these services with Ms. Wagner. Ms. Ripoll will add the Rate Sheet to the Berman Agreement.

Mr. Wellman had a comment regarding the hurricane prep fee. He noted this is a helpful addition.

General Manager -

- General Manager's Report
- Sidewalk Cleaning throughout the Community
- Clubhouse Furniture
- Playground Update
- Pool Furniture
- Seal Amenity Center Floor
- Paint Outdoor Amenity Center
- Landscaping Lights

Ms. Wagner gave an overview of the General Manager's monthly report. She reviewed the completed projects for the fiscal year, including the fountains, waste stations, seal coats on the roads, new paint for the Amenity Center, new Fitness Center equipment, and new Clubhouse and Fitness Center TV's. She gave an overview of the playground update that is taking place. It was noted a chairs and table dolly has been purchased for meetings and events. She also noted the new companies that have been hired for the District, including PFM and Berman.

Ms. Wagner reviewed the new fiscal year's projects, which will include new pool cushions. She has received a proposal from Palm Casual, in the amount of \$13,341.00. The tax will be removed, which will make the proposal \$12,469.00. This is for complete replacement of all cushions. Mr. Wellman noted to make sure that the cushions include ties.

The Board discussed the proposal. It was noted the budgeted amount was \$9,773.00. Line items can be adjusted. Mr. Nehiba noted there will be savings in the janitorial line item.

On motion by Mr. Nehiba, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Palm Casual proposal for \$12,469.00, for pool cushions.

Ms. Wagner noted she is gathering quotes for the repair and cleaning of the storm water inlets. Other projects for the upcoming fiscal year will include painting the outside of the Amenity Center and painting the exterior light poles. Ms. Wagner reviewed the two quotes received. It was noted the Amenity Center was last painted in 2017.

The Board discussed the proposals and their cost. Ms. Wagner will get another quote and this will be kept on the agenda.

Ms. Wagner noted the sidewalks in the community need to be pressure washed. She has received two quotes. It was noted the quotes include the exterior sidewalk outside of the fence. Ms. Glynn reviewed the budget for these items.

Ms. Glynn requested the creation of a 5-year plan for projects from Mr. Montejano.

Berman reviewed the process of sidewalk pressure washing. Mr. Wellman noted some of the areas that are hard to get to. It was noted the chemicals will not affect aquatic or wild life.

Ms. Wagner continued discussing the painting and cleaning of the light poles. She reviewed the two proposals received. Mr. Nehiba noted there are several light poles that have broken bases. This would require a separate proposal. Ms. Wagner will contact Anchor Painting for another quote.

Ms. Wagner gave an overview of the landscaping lighting. She reviewed the three proposals received. The Board briefly discussed the quality of the lighting. Ms. Wagner will gather more information on the types of lighting.

Ms. Wagner gave an overview of the design for new Clubhouse furniture. She noted this would be for commercial grade furniture. Colors and options can be adjusted. The Board discussed the options. Ms. Wagner will continue researching options. Ms. Glynn reviewed the budget for this item. Ms. Reitz noted a focus group may be an option in the future.

Mr. Wellman recommended viewing the Presbyterian Fellowship Hall across the street. He will give Ms. Wagner the contact info. Mr. Pawelczyk noted many Districts are using Costco tables with nice cloths over them for meetings and rentals.

Supervisors Requests & Audience Comments

Ms. Reitz noted a resident had a comment regarding the location of the dog waste stations. She complained about the one located on Montecito Dr., on the townhome side, between the two benches on the lake. Ms. Wagner empties and cleans the stations twice a week.

Ms. Glynn requested to see the Capital Project Plan. Mr. Montejano will follow up with Ms. Glynn to review the Capital Expenses and accounts.

Mr. Wellman reviewed the Capital Project survey example from 2017-2018. There was brief discussion regarding the Reserve Study.

Mr. Nehiba noted there will be additional speed signs being put up to gather data. The playground is ahead of schedule. He went to The Vue to discuss the dirt coming up under the fence. There has been ongoing communication, and it is a work in progress. Ms. Ripoll is going to provide a performance evaluation review form for the Board to use for Ms. Wagner and District Staff.

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

Adjournment

| | Mr. Wellman, with all in favor, the Montecito e September 3, 2025, Board of Supervisors' |
|-------------------------------|---|
| Secretary/Assistant Secretary | Chairperson/Vice Chairperson |

There was no further business to come before the Board.



Montecito Community Development District

ProGreen Services LLC
Monthly Executive Summary

Montecito CDD Monthly Executive Summary – ProGreen Services

Date: October 28, 2025

This report provides an overview of landscaping and maintenance services performed throughout the Montecito Community Development District (CDD) during the month of October 2025. The focus for this month included fertilization program restart, targeted weed control, trimming of CDD easements, and preparation for sod and overseed installation.

Maintenance Service Schedule

Mowing Schedule - October is every other week.

Detail and Project Service is on the opposite week of the mowing schedule.

- Townhome side serviced on Mondays and Tuesdays.
- Clubhouse and Single-Family areas serviced on Wednesdays and Thursdays.
- Detailing on a rotating schedule to ensure all CDD zones received consistent care.

Fertilization and Weed Control Update

Following the conclusion of the Brevard County fertilizer ban on September 30th, full fertilizer application resumed throughout the community. Meetings were held with Kisha and to review the ongoing fertilization schedule and weed management program, ensuring consistent treatment coverage.

Irrigation System Update

Completed Estimate 9501 – West Controller outage repair. Replacement of approx. 75' of new wire with conduit. Other repairs were conducted on the HOA side of the community.

Completed Projects

- Prepared and installed sod in select CDD areas including Ventura Dr., Clemente Dr., and Montecito Dr.
- Completed fertilization applications across all CDD-maintained sections.
- Trimmed CDD easement hedges, and common area beds.
- Installed 5 bags of rubber mulch in the playground and applied Easy Hold mulch binder for improved retention.
- Sprayed bed areas throughout Montecito Dr., Carlsbad, Redondo, and Simeon.
- Continued detail maintenance at the clubhouse, pool, and along Ventura and Clemente for pre-overseed preparation.

Weekly Service Summaries

Week of October 3, 2025

- Completed mowing services throughout CDD townhome and single-family areas.
- Sprayed for weed control around lakes and pool areas.

Week of October 10, 2025

- Prepped areas along Ventura, Clemente, and Montecito Dr. for sod installation.
- Trimmed and fertilized CDD easements along Carlsbad, Simeon, and Montecito Dr. including lakeside perimeters.
- Trimmed CDD easement palms at Redondo and Ventura intersections.
- Pulled vines and continued fertilizer applications throughout Monterrey, Palos Verde, Mission Bay, and Montecito Dr. single-family zones.

Week of October 17, 2025

- Completed mowing services throughout CDD townhome and single-family areas including Carlsbad, Redondo, Clemente, and Ventura.
- Sprayed beds along Simeon and Redondo.
- Conducted property tours and updates with CDD representatives on fertilizer and weed schedules.
- Fertilized single-family areas along Monterey, Point Lobos, Palos Verde, Mission Bay, and South Patrick Entrance.
- Trimmed and sprayed South Patrick Entrance and exterior walls by the park for weed control and detailing.

Week of October 24, 2025

- Trimmed the clubhouse front, pool area, and left hedges in preparation for overseeding.
- Sprayed for weeds along clubhouse left side, Ventura mailboxes, and playground areas.
- Installed new sod in designated CDD areas including 724, 749, 735, and 710 Ventura Dr., 156 Clemente, and 259 Montecito Dr. Remainder of the areas will be completed the last week of the month.
- Installed rubber mulch in the playground and treated mulch beds with binder.
- Sprayed Montecito Dr. beds for weed prevention.
- Coordinated with Debra regarding drainage issues and sand movement along Carlsbad from adjacent community.

Meetings and Coordination

• Met with Kisha and Mark to review the fertilization and weed control schedule and address property-wide updates.

- Conducted on-site meetings with CDD staff for inspections and progress reviews.
- Discussed drainage and maintenance coordination with the Vue community impacting Carlsbad fencing.

Next Steps and Focus Areas

- Monitor sod establishment and adjust irrigation accordingly.
- Continue with fall weed control cycle.
- Begin preparation for winter detailing and seasonal flower installations at the clubhouse and main entrances.

Current Irrigation Map: 10/28/25





Montecito Community Development District

Street Light Maintenance Proposals

Club house east yield a needs repair/crooked

Club house east Visitor sign

Club house east Club house mailbox

Street sign Montecito main entrance

Speed limit sign at 199 Montecito Drive

Stop sign at Ventura Drive & Montecito Drive

Speed limit sign at Lake Coquina

Stop sign Simeon Drive

Street sign Simeon Drive & Montecito Drive

Stop sign west side Simeon Drive & Montecito Drive

Street sign Carlsbad Drive & Montecito Drive

Speed limit sign 780 Carlsbad Drive

Stop sign Carlsbad Drive & Clemente Drive

Street sign Carlsbad Drive & Clemente Drive

Stop sign Carlsbad Drive & Clemente Drive west

Speed limit 674 Carlsbad Drive

Stop sign Redondo Drive & Carlsbad Drive

Street sign Redondo Drive & Carlsbad Drive

Stop sign Ventura Drive & Redondo Drive

Street Sign Ventura Drive & 155 Redondo Drive

Stop sign 668 Ventura Drive

Stop sign 710 Ventura Drive

Street sign Ventura Drive & Clemente Drive

Speed limit sign 730 Ventura Drive

Stop sign Clemente Drive & Ventura Drive

Speed limit sign 137 Clemente Drive

Street and Stop signs 715 Simeon Drive

Speed limit sign 757 Ventura Drive

Sign at exit Palisades Drive & Shearwater Drive

Stop sign at exit Palisades Drive & Shearwater Drive

Entrance sign No Trucks over 48' at entrance Palisades Drive & Shearwater Drive

Wall stop sign at entrance Palisades Drive & Shearwater Drive

Do not enter sign at entrance Palisades Drive & Shearwater Drive

Stop sign at exit from club house

Yield sign at roundabout going east

Speed limit sign at roundabout

Slow children at play sign at 239 Montecito Drive

Street sign Montecito Drive & 768 Monterey Drive

Stop sign Montecito Drive & Palos Verde Drive

Street sign ontecito Drive & Palos Verde Drive

Stop sign 368 Montecito Drive

Speed limit sign 429 Montecito Drive

Street sign Montecito Drive & Mission Bay

Speed limit sign 674 Mission Bay

Street sign Mission Bay & Tortoise Drive damaged

Stop sign Tortoise Drive & S. Patrick Drive

Speed limit sign 645 Mission Bay

Street sign Mission Bay & Point Lobos

Street sign Pales Verde & Point Lobos

Speed limit sign 657 Palos Verde Drive

Speed limit sign 676 Palos Verde Drive

Speed limit sign 698 Palos Verde Drive

Speed limit sign 699 Palos Verde Drive

Street sign Monterey Drive & Point Lobos

 ${\bf Entrance\ \&\ exit\ from\ Shearwater\ Parkway\ -\ walls\ with\ large\ letters\ spelling\ Montecito\ are\ loose}$

Entrance & exit from South Patrick Drive - walls with large letters spelling Montecito are loose

Proposal for Signage and Light Pole Installation & Painting

Submitted to: Montecito Community Development District (CDD)

Attn: Kishanaly Wagner

Submitted by: Michael Scrivani DBA / Mike the Painter

Scope of Work

Installation and/or painting of the following fixtures:

Stop Signs: 18 unitsStreet Signs: 16 units

• Speed/Caution Signs: 22 units

• **Light Poles:** 71 units

Pricing Options

A La Carte Pricing

| Item | Quantity | Unit Price | Total Labor |
|--------------------------|----------|-------------------|-------------|
| Stop Signs | 18 | \$150 | \$2,700 |
| Street Signs | 16 | \$200 | \$3,200 |
| Speed/Caution Signs | 22 | \$150 | \$3,300 |
| Light Poles | 71 | \$250 | \$17,750 |
| Total Labor (A La Carte) | | | \$26,950 |

Package Pricing

- All Fixtures (127 total) @ \$200 each
- Total Package Price: \$25,400

(Includes man lift rental at no additional cost)

Additional Costs

- Estimated Paint & Materials: \$1,700
- Man Lift Rental (Sunbelt Rentals): \$1,500–\$2,000/month (Included free if full package is selected)

Project Timeline

• Start Date: No earlier than January 5, 2026

• Completion Date: No later than January 22, 2026

• Estimated Duration: 15–22 business days (weather permitting)

• Crew: 1–2 men

Deposit & Payment Terms

- **Deposit Required:** \$2,000 (to cover man lift rental)
- Payment Schedule (Full Package):
 - o Up to 75% of total may be requested upon 50% completion
 - o Remaining balance due upon final completion
- Payment Methods: Check or Cash
 - o Payable to: Michael Scrivani

Insurance & Credentials

- \$1 Million Liability Coverage
- 2-Tier Background Clearance Brevard County

Acceptance & Scheduling

- Bid Valid Until: 10 days from receipt or until next monthly meeting
- Scheduling: First come, first served basis
- To Secure Slot: Please confirm acceptance as soon as possible

| Owner: | | | |
|--|--|--|--|
| Montecito C.D.D. c/o Kishanaly Wagner | | | |
| Contractor: | | | |

Michael Scrivani DBA / Mike the Painter



Montecito Community Development District

Discussion of Sidewalk Maintenance



SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

MONTECITO COMMUNITY DEVELOPMENT DISTRICT



PRECISION SIDEWALK SAFETY CORP • OCTOBER 16, 2025

1202 SW 17th Street, Suite 201-122 • Ocala, FL 34471 • www.precisionsidewalksafety.com Amanda Henson • 877-799-6783 x 513

THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL



PREPARED FOR:

Montecito Community Development District • Satellite Beach, FL

- Ms. Venessa Ripoll, District Manager PFM Group Consulting
- Ms. Kishanaly Wagner, Community Manager Berman Corp
- Montecito Community Development District Board and Residents

Precision Sidewalk Safety Corp (PSSC) uses proprietary and patented cutting technology to repair trip hazards created by changes in level on sidewalk panels. Our horizontal saw cut equipment and technique allow us to reach both ends of the sidewalk without damaging the adjacent slabs, retaining walls, sprinkler heads, landscaping, or anything else surrounding the walkway, resulting in a very high-quality repair. This unique approach has afforded Florida and South Carolina communities the ability to minimize liability and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

Site Review Summary

As requested, PSSC visited Montecito Community Development District in October 2025 to review sidewalks and identify hazards that create trip and fall liabilities that PSSC can repair. Prior to the review, PSSC met with Ms. Ripoll and Ms. Wagner to discuss what is important to the community and to understand specifications and boundaries for this project. PSSC was directed to identify and price all changes in level measuring ½" to 2" in height that our company can repair on the sidewalks that are the responsibility of Montecito CDD. As described, that includes all sidewalks throughout the community along with sidewalks along the wall bordering the community adjacent to Shearwater Pkwy (see map on page 4 for areas included). A review of these sidewalks was subsequently completed to estimate the number of hazards present and their sizes. The Americans with Disabilities Act (ADA) excerpts relevant to changes in level on walkways are included in Exhibit A.

Changes in level measuring $\frac{1}{4}$ " – 2" in height on the sidewalks at Montecito CDD were inventoried and a total of 435 hazards meeting the specifications were observed and recorded.

In order to provide an accurate, comprehensive proposal, PSSC takes height and width measurements of every hazard. To provide examples for the community, a sample of PSSC-repairable hazards on a portion of sidewalks adjacent to Shearwater Pkwy were marked with a blue lumber crayon. A number representing the height of the hazard in eighths of an inch is recorded on the highest portion of the hazard. For example, the number "3" would represent a hazard measuring $^{3}/_{8}$ inches high and the number "12" would represent a hazard measuring $^{12}/_{8}$ inches (1 $^{12}/_{8}$ inches) high. Hazards marked with orange paint were observed during our review. These marks were not made by PSSC, and are not identifying marks for locations that are included in or excluded from this proposal.

Many previous repairs utilizing a grinder have been attempted on the community sidewalks at Montecito CDD. Several of those locations on panels with a change in level meeting the height specification are **included** in this proposal since they will need to be repaired again by PSSC in order to remove remaining portions of the hazard and provide the proper slope to meet ADA compliance. To meet slope requirements for each repair, PSSC must take into account both the past measurements of the concrete that has been removed and the new amount that must be removed in order to eliminate the hazard.





Brick pavers laid in sand often sink or move over time, which can create a trip hazard on adjacent concrete. At Montecito CDD, this situation exists where sidewalks abut homeowner driveways (see Figure 4 in Photo Examples below). PSSC recommends that the pavers be repositioned, which prevents a permanent repair being made to the concrete. In addition, even after the concrete repair is completed to remove the change in level, the pavers will likely continue to shift, sink, or move. However, in the case of Montecito CDD, the CDD is responsible for the sidewalks while individual homeowners are responsible for the driveways. Therefore, Ms. Ripoll directed PSSC to **include** repairs to the concrete sidewalks adjacent to these pavers in order to eliminate the change in level that exists at this time.

During the course of our review, PSSC identified hazards created by raised concrete surrounding storm drains directly intruding into the flow of pedestrian foot traffic on the sidewalks. Concrete forms around storm drains have a compressive strength significantly higher than sidewalk concrete and are constructed with reinforcing bar (rebar) to provide added strength. Therefore, PSSC does not repair hazards above 1/2" in height on concrete surrounding storm drains, and any such locations are **excluded** from this proposal. Ms. Ripoll requested that PSSC make repairs to hazards on concrete surrounding storm drains if possible, so repairs to these types of hazards up to 1/2" in height are **included** (see Figure 5).

At Montecito CDD, the sidewalks run through some driveways at some homes, and at others, the sidewalk abuts an oversized driveway apron. As directed by Ms. Ripoll, hazards on sidewalks that flow through the driveway and hazards in the flow of pedestrian foot traffic on over-sized driveway aprons which connect normal sidewalk(s) on both sides are **included** in this proposal.

This location is an ideal application for our precision concrete cutting repair method. The service will allow Montecito Community Development District to mitigate risk and liability before an accident occurs, and to do it at a minimal cost. Our service includes a detailed, auditable report of every hazard repaired, so efforts to maintain safe sidewalks are well documented (see Repair Specifications section). This can be submitted to the insurance company, which will often provide lower rates or "credits" for properties with proactive programs in place to reduce liabilities.

When repair work is initiated, our experienced trip hazard removal specialists will precisely identify and record the exact quantity, measurements, and location of each hazard PSSC can repair. This more precise evaluation may result in quantities and measurements that vary from this estimate, however the price provided is a "not to exceed" estimate.

Methodology – Preparing This Estimate

1. PSSC conducted a census of hazards that we can repair on the Montecito Community Development District sidewalks; the hazards were then grouped into 3 categories:

| <u>CATEGORY</u> | <u>SPECIFICATION</u> |
|---|--|
| V Least SevereV SevereMost Severe | ¼ inch ¾ inch to ⅓ inch 1 inch to 2 inches |

- 2. An estimate of the volume of concrete requiring removal for each category was prepared based on our experience data base.
- 3. A "not to exceed" bid was prepared based on the estimated volume of repairs.





Site Review Area – Hazards Identified at Montecito CDD



The map in this proposal shows the approximate locations of trip hazards included in the scope of this proposal. The accuracy of this map is dependent on the technology available on smart phones and should be relied upon as approximations only. The Blue Diamond represents locations previously repaired with a grinder which must be repaired again by PSSC to remove remaining portions of the hazard and provide the proper slope. The Purple Diamond designates hazards up to ½" in height on concrete surrounding storm drains intruding into the sidewalk right of way. The Lime Green Diamond represents hazards on concrete adjacent to ungrouted brick paver driveways.

Hazards above 2 inches in height are normally not included in PSSC estimates. Since most sidewalks are a total of 3.5 to 4 inches deep, municipal engineers recommend repairs up to 2 inches in height because removing more than that will reduce the structural integrity of the sidewalks if a vehicle or other heavy equipment drives over it. Sidewalks with hazards greater than 2 inches in height are recommended for alternative remediation by the property owner. Severely broken panels and panels hollowed out underneath also need to be alternatively remedied by the property owners. There was at least one hazard over 2" in height and at least one panel that is severely broken and missing concrete observed at the time of the review at Montecito CDD (see Figure 6). Since PSSC does not do demolition and replacement, these locations and any others like them are excluded from this proposal.

Before work commences, our on-site trip hazard removal specialists will assess all panels identified in this proposal to ensure changes in level can be repaired using our technique. If it is determined that any locations should be remedied in an alternative way instead of repaired using our horizontal saw cut method, PSSC will exclude those repairs from our service.

Some sidewalk panels have holes, missing pieces, or hairline cracks which do not result in changes of level. These types of sidewalk imperfections cannot be repaired utilizing our precision concrete cutting method and are also **excluded** from this estimate. In some cases where a crack exists on a stable panel, the concrete on one side will be raised higher, creating a trip hazard. PSSC will always repair this type of trip hazard unless directed otherwise, but the original crack in the panel will remain.





Our initial site review identified **435 PSSC-repairable hazards** measuring $\frac{1}{4}$ " – 2" in height on the sidewalks at Montecito Community Development District (shown in Table 1 below).

| TABLE 1: SIDEWALKS AT MONTECITO COMMUNITY DEVELOPMENT DISTRICT 435 TRIP HAZARDS BY HEIGHT CATEGORIES | | | | |
|---|-----------------|--------|----------------|-------|
| LOCATION | LEAST SEVERE | SEVERE | MOST SEVERE | TOTAL |
| Shearwater Pkwy | 68 | 88 | 0 | 156 |
| Carlsbad Dr, Clemente Dr, Montecito Dr, Redondo Dr, Simeon Dr, and Ventura Dr | 65 | 91 | 4 | 160 |
| Mission Bay Dr, Monterey Dr, Palos Verde Dr, and Point Lobos Dr | 42 | 69 | 8 | 119 |
| | 175 | 248 | 12 | 435 |
| | TOTAL | | | |

Photo Examples

Figure 1



Example of a ¼" high "Least Severe" hazard on Shearwater Pkwy. These are often the hazards that people catch their toe on, as they do not notice them. This hazard is in the sample area marked for the community; it is marked "2" representing the height of the hazard in eighths of an inch.

Example of a ³/₈" high "Severe" hazard on the sidewalk along Shearwater Pkwy. This hazard is also in the sample area marked for the community; it is marked "3" representing the height of the hazard in eighths of an inch.

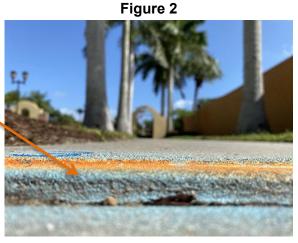






Figure 3



Example of a ¾" high "Severe" hazard on Point Lobos Dr.

An example of a 1 1/4" high "Most Severe" hazard on Point Lobos Dr on the concrete adjacent to a brick paver driveway. As instructed by Ms. Ripoll, hazards on the concrete adjacent ungrouted brick paver driveways are included in this proposal.

Figure 4



Figure 5



Example of a ½" high "Severe" hazard on Montecito Dr on the concrete surrounding a storm drain intruding into the sidewalk right of way. As directed by Ms. Ripoll, hazards on concrete surrounding storm drains up to 1/2" in height are included in this proposal.





Figure 6

Examples of locations observed at Montecito CDD that are **excluded** from this proposal. The location on the left on Shearwater Pkwy is severely broken and missing concrete. The location on the right on Point Lobos Dr is adjacent to a brick paver driveway has sunken so much that the sidewalk panel is more than 2" higher than the pavers.





Pricing Summary

As requested by Ms. Ripoll for consideration, two pricing options are provided in this proposal. Repairs will be made at the ADA-compliant,1:12 slope. Our technicians take exact measurements of every hazard when we perform our work, so the final price for the option selected will be determined by the actual volume of concrete removed to achieve the 1:12 slope for repairs, however **the high end of the range estimated is a "not to exceed" price.**

PSSC proposals are valid for 90 days, but if the signed authorization to repair all hazards in Option 1 or Option 2 listed below is returned to PSSC within 45 days of the proposal date, PSSC will extend a discounted rate. If the community chooses to do any other portion of the work, no discount will be applied. If the signed authorization for one of these options is received after the 45 days but before the 90-day expiration, the standard price range will apply.

Option 1: Table 2 below provides pricing alternatives to repair all 435 PSSC-repairable hazards with changes in level measuring $\frac{1}{4}$ " – 2" in height on the sidewalks in community.

| TABLE 2: PRICING FOR 435 HAZARDS 1/4" - 2" HIGH ON THE SIDEWALKS AT MONTECITO CDD | | |
|---|---------------------|--|
| 1:12 REPAIR SLOPE | PRICE RANGE | |
| Price if signed authorization is returned to PSSC by November 30, 2025 | \$39,430 - \$42,375 | |
| Price if signed authorization is returned to PSSC by January 14, 2026 | \$41,455 - \$44,600 | |





Option 2: Table 3 below provides pricing alternatives to repair the 260 PSSC-repairable hazards with changes in level measuring $\frac{3}{8}$ " – 2" in height on the sidewalks in community.

| TABLE 3: PRICING FOR 260 HAZARDS 3/8" - 2" HIGH ON THE SIDEWALKS AT MONTECITO CDD | | |
|---|---------------------|--|
| 1:12 REPAIR SLOPE | PRICE RANGE | |
| Price if signed authorization is returned to PSSC by November 30, 2025 | \$29,915 - \$33,250 | |
| Price if signed authorization is returned to PSSC by January 14, 2026 | \$31,435 - \$34,995 | |

Precision Sidewalk Safety estimates that the work can be completed in 3 - 5 days, with the note that wet weather will delay our operations. We will re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 minutes to 20 minutes while those sections are being repaired. We request that the community make arrangements for all vehicles to be moved away from the sidewalks in order for our crew to make the repairs. PSSC will also require that a representative of Montecito Community Development District review and accept the work (or request adjustments) prior to the crew's estimated departure. While the sidewalk restoration project is underway, we will:

- keep the sidewalks in service
- require no heavy equipment or traffic control
- remove all debris and recycle the concrete waste materials
- leave the proposed areas clean and trip hazard-free

Figure 7: Precision Sidewalk Safety Work Example









Savings Summary

Precision Sidewalk Safety provides a professional service to hundreds of municipalities, private communities and schools throughout Florida and South Carolina. Based on data shared by many of these customers, the comparative analysis in Table 4 shows the differences between available methods for sidewalk trip hazard repair.

| TABLE 4: REPAIR METHOD COMPARISON FOR MONTECITO COMMUNITY DEVELOPMENT DISTRICT | | | |
|--|------------------|---------------------|---|
| METHOD | ADA COMPLIANT | TIME REQUIREMENT | POSSIBLE INCIDENTAL DAMAGES |
| Precision | Yes | 3 -5 Days | None |
| Grinding | No | 22 - 27 Days | Adjacent sidewalk panels, landscaping, and sprinkler heads |
| Replacement | Yes | 73 - 83 Days | Broken sidewalk panels from weight of trucks, damage to landscaping, and possible tree damage if root pruning |

Grinding

Although grinding is sometimes used for the removal of trip hazards at private properties, it is not an ideal method for sidewalk repair as the equipment is not specifically designed for this use. Grinding often leaves unpleasant pitting and grooves on the surface of the concrete. Because it is very inflexible equipment, these markings occur not only on the panels with hazards, but also on the sidewalk panels adjacent to those panels. In addition, a grinder often leaves a hazard in place where someone could still trip and fall, because operators are forced to choose from either damaging something adjacent to the affected panel (landscaping, sprinkler heads, etc.) or leaving the repair with upturned edges. This repair method literally scrapes and pulverizes the concrete surface to take off some of the height differential, but it cannot meet the specified ADA requirements for proper slope.

In addition, grinding causes considerable dust and mess. If the dust is managed with water, the property risks slurry and runoff into storm drains or local water. In most cases, grinding cannot be compared to the Precision method since grinding cannot achieve like results. Still, in a comparison of the same number and size hazards, Precision Sidewalk Safety is comparable in cost. Figure 8 shows results from a typical grind.

Figure 8: Typical Results from a Grinder











Demolition and Replacement

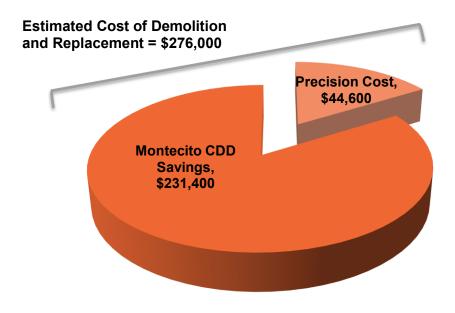
The conventional approach to fully eliminating trip hazard liability is to demolish and replace hazardous panels. Done correctly to ensure a zero point of differential between existing and new sections, this method meets ADA specifications, and is the most comparable alternative to the PSSC method. However, the number of hazards that can be repaired on a fixed budget is very limited. Demolition and replacement can also be very obtrusive to a property. Sidewalks are often closed for days and cars sometimes need to be moved. Incidental damages to landscaping can occur.

Based upon various panel sizes totaling approximately 13,800 square feet and an estimated replacement cost of roughly \$20.00 per square foot, we estimate the cost to demolish and replace panels is \$276,000. This takes into account:

- Cost of concrete
- Labor to break up and remove existing concrete
- Labor to pour, form, level, finish, float & cut control joints
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete

Based upon the "not to exceed" price to repair all PSSC-repairable hazards measuring $\frac{1}{4}$ " – 2" on the sidewalks at Montecito Community Development District, the high end of the cost for PSSC repairs at the 1:12 slope is \$44,600, which is an **estimated savings of \$231,400 or 84%**, shown below. This comparison assumes that only one panel would be demolished and replaced which is usually not the case, since replacing slabs often requires a "run" of two to five slabs. The **actual cost** for demolition and replacement would likely be three times this amount.

COST SAVINGS COMPARED TO DEMOLITION AND REPLACEMENT







Environment Savings:

As a member of several "green" building associations, Precision Sidewalk Safety tracks savings from the use of our service, which is a green building practice. We utilize a dust containment system to minimize dust and portable equipment that consumes minimal energy. The small sections of concrete we remove are recycled. By using Precision Sidewalk Safety instead of demolition and replacement, Montecito Community Development District would achieve the following environmental savings:

Natural Resources Saved:

- approximately **313 tons** of waste concrete from removal and placement in landfills (est. **4,604 cubic feet** of concrete at an average weight of 132 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Fossil fuels saved: estimated 509 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of estimated 313 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Prevented release of Carbon Dioxide gas: estimated 4.57 Metric Tons

Repair Specifications

Precision Sidewalk Safety will submit a summary itemizing each trip hazard repaired. This report will include the following, which serves as a detailed, auditable invoice for each repair:

- a. The physical location (address, light pole #, etc.) of each repair
- b. The specific hazard height high side and low side measurement in 8ths of an inch
- c. The total width of actual repair in inches
- d. The square footage of repaired panel

Debris from repaired areas will be collected and removed and a dust abatement system will be used during all repair operations. All resulting repairs will be flat and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.

This proposal is based upon a repair slope of 1:12, removing all hazards that PSSC can repair using the community selected height specification on the sidewalks throughout the CDD.





The following special conditions **are** included in this proposal for the hazards identified in Table 1:

- Hazards on panels which are intact, stable, and not cracked, fractured, or settled
- Hazards on panels with hairline, spider, or multiple cracks(s) which are otherwise "stable" and "intact"
- Hazards on panels with surface imperfections or missing/sunken partial sections that are 90% useable
- Hazards on panels with access ramps that transition sidewalk to crosswalk
- Hazards on secondary walkways, e.g. additional walking path
- Hazards on panels that run through the driveway having the same width as the sidewalk
- Hazards in the flow of pedestrian foot traffic on over-sized driveway aprons which connect normal sidewalk(s) on one/both sides
- Hazards up to ½" in height created by the concrete surrounding storm drains intruding into the sidewalk right-of-way
- Hazards on sidewalks along the wall bordering the community adjacent to Shearwater Pkwy
- Hazards on concrete adjacent to driveways composed of brick pavers which are not grouted into place

The following special conditions **are not** currently included in this proposal:

- Hazards greater than 2" in height or on panels that are too broken for repair or are hollow underneath
- Hazards above ½" in height created by the concrete surrounding storm drains intruding into the sidewalk right-of-way

Safety:

Precision Sidewalk Safety Corp has a perfect safety record; we use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, High pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

Insurance and Incorporation:

Precision Sidewalk Safety Corp is a corporation registered in the state of Florida. Proof of liability, workers compensation, and auto insurance will be provided as requested.





Protection Under U.S. Patent and Trademark Laws:

The work provided by Precision Sidewalk Safety reveals equipment and processes, which are protected under United States patent law. It is the use of these patents that enables us to provide the best available trip hazard removal service to our clients. Due to the nature of our business and in lieu of the ability to receive competitive bids for like services, our company provides documentation and reference to the patents that have been issued to our corporate office. Precision Concrete Cutting of Utah and its affiliates, along with The United States Patent and Trademark Office, takes an active and exacting role to protect and enforce intellectual property rights.

U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,402,095
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,201,644

About Precision Sidewalk Safety Corporation:

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 70 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 700,000 repairs on sidewalks in the two states, saving communities an estimated \$141 million on sidewalk repairs.





EXHIBIT A: Excerpts from ADA Guidelines

Federal Register / Vol. 56. No. 144 / Friday, July 26, 1991 / Rules and Regulations

Federal Regulations on Trip Hazard Removal

Part III

Department of Justice

Office of the Attorney General

28 CFR Part 36 Nondiscrimination on the Basis of Disability Public Accommodations and in Commercial Facilities; Final rule

4.5 Ground and Floor Surfaces

Excerpts from Federal Register

4.5.2 Changes in Level. Changes in level up to 1/4 in (6 mm) may be vertical and without edge treatment. Changes in level between 1/4 in and 1/2 in (6mm and 13mm) shall be beveled with a slope no greater that 1:2. Changes in level greater than 1/2 in (13 mm) shall be accomplished by means of a ramp that complies with 4.7 or 4.8.

4.7.2 Slope. Slopes of curb ramps shall comply with 4.8.2. Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes. Maximum slopes of adjoining gutters, road surface immediately adjacent to the curb ramp, or accessible route shall not exceed 1.20.

4.8.2 Slope and Rise. The least possible slope shall be used for any ramp. The maximum slope of a ramp in new construction shall be 1:12. The maximum rise for any run shall be 30 in (760 mm). Curb ramps and ramps to be constructed on existing sites or in existing building or facilities may have slopes and rises as allowed in 4.1.6(3)(a) if space limitations prohibit the use of a 1:12 slope or less.

3 - a - 1. A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches.

3 - a - 1. A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches. A slope steeper than 1:8 is not allowed.





AUTHORIZATION TO PROCEED • FAX TO 866-669-1175

>>ESTIMATE IS VALID FOR 90 DAYS FROM DATE OF ISSUE<<

| SCOPE OF PROJECT | Repair at a 1:12 slope trip hazards that PSSC's method is able to repair according to the community selected height option identified in Proposal FLPN4580KR Please fill in the option selected, corresponding price range, and authorization date in the cost box below, then complete invoice information in the approved by / billing info table below. | | | | | | |
|------------------|---|--------------|------|--|--|--|--|
| CUSTOMER | Montecito Community Development District | | | | | | |
| COST | OPTION SELECTED: | PRICE RANGE: | DATE | | | | |

This proposal provides a price which will not be exceeded given the scope of work specified and is based on: 1) an estimated number of hazards we anticipate our technician(s) can repair and 2) the resulting amount of concrete material our technician(s) will remove to render repairs compliant with approved customer specifications. Your final inventory of repairs may vary from this estimate. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. At least 30 minutes prior to the crew's scheduled departure, customer (or designee) agrees to have inspected and either accepted all repairs as completed, or determined suitable adjustment(s) (if any) as may be required, such that the crew's departure will not be delayed. PSSC will not be held responsible for cracks or other defects in poured concrete that may exist due to materials or methods used by original installer.

The undersigned acknowledges the above explanation of our estimate of work as well as the exclusions set forth in this Proposal, that he/she is legally authorized to engage Precision Sidewalk Safety Corp to deliver designated work, has seen a sample – photo or actual – of the resulting repair, and agrees to notify or mediate affected property owners.

Initial below in the space provided if you authorize PSSC to INCLUDE the following repair types:

| Hazards up to $lac{1}{2}$ " in h | eight on concrete surrounding storm drains when dire | ectly in sidewalk right-of-way | | | | |
|--|---|--|--|--|--|--|
| Hazards in the flow of | f pedestrian foot traffic on over-sized driveway aprons | which connect normal sidewalks on both sides | | | | |
| Hazards on concrete abutting ungrouted brick paver driveways | | | | | | |
| | NAME | | | | | |
| | TWWIL | | | | | |
| APPROVED BY | SIGNATURE | | | | | |
| | TITLE | | | | | |
| | PHONE | ALT. PHONE | | | | |
| BILLING INFO | INVOICE TO NAME | | | | | |

Upon receipt of this signed acceptance of the details provided throughout this proposal, PSSC will schedule the requested repairs.

Every effort will be made to accommodate the requested start date.

ADDRESS

INVOICE TO EMAIL ADDRESS





(All invoices sent electronically)



Montecito Community Development District

Update Regarding AED Machine



Montecito Community Development District

Discussion of Driveway Encroachment



Montecito Community Development District

Capital Project Recommendations

Montecito CDD FY 2026 Reserves

| Project A | ctual | Budget | Variance | Recommendations/Comments |
|------------------------------------|------------|---------------|---------------|--|
| Projects originally planned in 2 | 025-2026: | | | |
| Exterior Coach Lights | | \$ 3,854.00 | | |
| Exterior Paint | | \$ 13,860.00 | | add \$8,976 from FY2025, if board approves |
| Interior Furniture | | \$ 14,914.00 | | was moved from FY2028 |
| Security Cameras | , | \$ - | | Purchased in FY25. Remaining \$9,747 in FY29 |
| Irrigation Upgrades & Moderniza | tions | \$ 32,577.00 | | no longer needed, move \$3,586 from here to bring Interior Furniture to \$18,500, move \$12,394 to Fountain Replacements, move \$16,597 to Street Light and Sign Pole Painting |
| Total | | \$ 65,205.00 | | |
| Exterior Coach Lights | indations, | \$ 3,854.00 | ne reviseu ca | pital project plan for 2025-2026: |
| Exterior Paint | | \$ 22.836.00 | | |
| Interior Furniture | | \$ 18,500.00 | | as discussed at Sep 2025 meeting |
| Security Cameras | | \$ - | | Purchased in FY25. Remaining \$9,747 in FY29 |
| Cardio Equipment | | \$ 14,672.00 | | |
| Sidewalk Repairs | | \$ 14,368.00 | | |
| Fountain Replacements | | \$ 12,394.00 | | |
| Stormwater Drainage Repair Allo | wance | | | move appropriate portion from FY2028, still awaiting quotes |
| Street Light and Sign Pole Paintir | | \$ 16,597.00 | | not in reserve study, need to add a line to plan for this |
| Total | | \$ 103,221.00 | | |



Montecito Community Development District

Review and Consideration of Resolution 2026-02, Declaring Rule Void and Unenforceable

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO **COMMUNITY DEVELOPMENT** DISTRICT DECLARING SUBSECTION (14) OF GENERAL FACILITY PROVISIONS OF THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER NULL, VOID, AND UNENFORCEABLE AB INITIO; DECLARING THAT THE NULL AND VOID RULE SHALL NOT BE ENFORCED; DECLARING THE DISTRICT'S INTENTION TO UNDERGO FORMAL RULEMAKING, AS SOON AS PRACTICABLE, TO REMOVE SAID VOID RULE FROM THE CLUB RULES: AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Florida's statutory prohibition on the open carry of firearms in section 790.053, Florida Statutes, was recently struck down as unconstitutional under the Second Amendment to the United States Constitution in the appellate court decision in *McDaniels v. State*, No. 1D2023-0533 (Fla. 1st DCA Sept. 10, 2025), and in light of that decision, published guidance by the Florida Attorney General interpreting that decision, and additional guidance issued by State of Florida law enforcement agencies and other local governments, Florida law now allows the open carry of firearms throughout the State of Florida, except as otherwise prohibited by state or federal law; and

WHEREAS, under section 790.33, Florida Statutes, the District is legally preempted by state law from regulating firearms and, therefore, cannot create additional firearm-free locations beyond those recognized by state or federal law; and

WHEREAS, the District owns and operates the Montecito Clubhouse and Clubhouse parcel, consisting of clubhouse and recreational amenity facilities of the District; and

WHEREAS, the District previously adopted and amended by Resolution, pursuant to applicable Florida law, the Montecito Community Development District Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as revised or amended, pursuant to Resolution 2015-05, adopted by the District Board of Supervisors on January 219, 2015, amended from time to time, and as most recently amended by Resolution 2024-08, adopted by the Board of Supervisors on August 14, 2024 (collectively, the "Club Rules"); and

WHEREAS, Subsection (14) of GENERAL FACILITY PROVISIONS of the Club Rules provides "To the extent pre-empted by the laws of the State of Florida, firearms or any other weapons are not permitted in any of the Amenity Facilities"; and

WHEREAS, in light of the recent change in the law regarding open carry of firearms in the State of Florida, and in light of section 790.33, Florida Statutes, the District desires to explicitly declare that Subsection (14) of GENERAL FACILITY PROVISIONS of the Club Rules is null, void, and unenforceable from the date of its original enactment; and

WHEREAS, the District further desires to declare its intention to undergo, as soon as practicable, formal rulemaking pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the void Subsection (14) of GENERAL FACILITY PROVISIONS from the Club Rules:

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

- **Section 1.** The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.
- <u>Section 2</u>. The District Board of Supervisors (the "Board") hereby declares that Subsection (14) of GENERAL FACILITY PROVISIONS of the Club Rules is null, void, and unenforceable *ab initio*.
- <u>Section 3.</u> The District Board hereby declares that because Subsection (14) of GENERAL FACILITY PROVISIONS is null and void, Subsection (14) of GENERAL FACILITY PROVISIONS shall not be enforced in any manner.
- Section 4. The District Board hereby declares its intention for the District to undergo formal rulemaking, as soon as practicable, pursuant to the requirements of Chapter 190 and Chapter 120, Florida Statutes, to remove the said void Subsection (14) of GENERAL FACILITY PROVISIONS from the Club Rules and hereby directs District staff to proceed with initiating the rulemaking process.
- Section 5. The District Manager, Club Manager, and other District staff are directed to take all actions consistent with this Resolution.
- **Section 6.** All prior Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
- <u>Section 7</u>. If any clause, section, or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.
- <u>Section 8</u>. This Resolution shall take effect immediately upon adoption; however, the provisions of this Resolution declaring Subsection (14) of GENERAL FACILITY PROVISIONS null, void, and unenforceable *ab initio* shall be effective and apply retroactively, *nunc pro tunc* (date of original enactment).

| Development District at a public med | eting this day of, 2025. | o Community |
|--------------------------------------|--|-------------|
| Attest: | MONTECITO COMMUNITY DEVELOPMENT DISTRICT | |
| | | |
| Secretary/Assistant Secretary | Chair/Vice Chair | |
| | Board of Supervisors | |



Montecito Community Development District

Review and Consideration of Resolution 2026-03, Adopting a Revised Budget for FY25

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") of the Montecito Community Development District (the "**District**") previously adopted its budget for fiscal year 2024/2025;

WHEREAS, the Board desires to relocate funds budgeted to reflect appropriated revenues and expenses approved during the fiscal year;

WHEREAS, the District is empowered by Section 189.016, Florida Statutes, to adjust the budget based on actual revenues and expenses; and

WHEREAS, the District Manager has submitted a proposed amended budget to reflect appropriated revenues and expenses approved during the fiscal year 2024/2025 (the "**Amended Budget**"), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference.

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

- 1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
- 2. Amended Budget. The Board hereby finds and determines as follows:
 - a. That the Board has reviewed the Amended Budget, a copy of which is on the District's website, on file with the office of the District Manager, and at the District's Records Office.
 - b. The Amended Budget is hereby adopted and shall accordingly amend the previously adopted budget for fiscal year 2024/2025.
 - c. That the Amended Budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Amended Budget for the Montecito Community Development District for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025."
 - d. The Amended Budget shall be posted by the District Manager on the District's official website within five (5) days after adoption and remain on the website for at least two (2) years.
- 3. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

- 4. Conflicts. This Resolution is intended to supplement the original resolution adopting the budget for fiscal year 2024/2025, which remains in full force and effect. This Resolution and the original resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- 5. **Effective Date**. This Resolution shall become effective upon its adoption.

Passed and adopted this 5th day of November 2025.

| Attest: | Montecito Community Development District |
|-------------|---|
| Print Name: | Print Name: |
| Secretary | Chair/ Vice Chair of the Board of Supervisors |

Exhibit A: 2024/2025 Amended Budget

Exhibit A



Montecito CDD

FY2025 Proposed Revised Budget For The Month Ending 9/30/2025

Year To Date

| | Actual | FY 2025 Adopted Budget | FY 2025 ised Budget | Percentage |
|---|--------------------|------------------------------|------------------------|------------|
| Revenues | | | | |
| O&M Assessments | \$ 1,056,367.43 | \$ 1,054,631.00 | \$ 1,054,631.00 | 100.16% |
| Debt Assessments (S2022) | - | 336,100.00 | 336,100.00 | 0.00% |
| Interest Income | 32,703.36 | 500.00 | 500.00 | 6540.67% |
| Townhome Mailbox Maintenance | 620.00 | 1,440.00 | 1,440.00 | 43.06% |
| Stormwater Control - Cost Share | 717.18 | - | - | 0.00% |
| Other Revenue | 5,247.57 | - | - | 0.00% |
| Net Revenues | \$ 1,095,655.54 | \$ 1,392,671.00 | \$ 1,392,671.00 | 78.67% |
| General & Administrative Expenses | | | | |
| Supervisor Fees | \$ 5,800.00 | \$ 12,000.00 | \$ 10,000.00 | 58.00% |
| District Engineer | 39,165.54 | 45,000.00 | 45,000.00 | 87.03% |
| Legal Fees | 48,887.50 | 40,000.00 | 49,000.00 | 99.77% |
| District Management | 50,000.00 | 54,000.00 | 50,000.00 | 100.00% |
| Assessment Roll | - | 5,300.00 | 5,300.00 | 0.00% |
| Website Maintenance | 5,380.00 | 4,100.00 | 5,400.00 | 99.63% |
| Auditing Services | 4,400.00 | 4,400.00 | 4,400.00 | 100.00% |
| Arbitrage Rebate Calculation | - | 450.00 | 450.00 | 0.00% |
| Trustee Fees | 1,250.00 | 3,250.00 | 3,000.00 | 41.67% |
| Insurance | 46,992.00 | 47,227.00 | 47,227.00 | 99.50% |
| Legal Advertising | 2,589.43 | 1,500.00 | 2,600.00 | 99.59% |
| Dues, Licenses, and Fees | 175.00 | 175.00 | 175.00 | 100.00% |
| Contingency/Miscellaneous | 2,788.89 | 2,400.00 | 2,800.00 | 99.60% |
| Total General & Administrative | \$ 207,428.36 | \$ 219,802.00 | \$ 225,352.00 | 94.37% |
| Expenses | | | | |
| Maintenance Expenses | | | | |
| Facility Attendant & General Mgmt. Contract | \$ 156,957.89 | \$ 163,246.00 | \$ 157,000.00 | 99.97% |
| Amenity Center Operations | | | | |
| Repairs & Maint. (Non-HVAC) | \$ 2,989.26 | \$ 10,000.00 | \$ 5,000.00 | 59.79% |
| HVAC Repairs & Maint. | 2,998.00 | 2,750.00 | 3,000.00 | 99.93% |
| Office Supplies | 256.01 | 1,000.00 | 500.00 | 51.20% |
| Janitorial Supplies | 1,594.11 | 1,250.00 | 1,600.00 | 99.63% |
| Janitorial Services | 11,671.00 | 12,540.00 | 12,540.00 | 93.07% |
| Pest Control & Termite Bond | 492.00 | 1,203.00 | 1,000.00 | 49.20% |
| Fitness Equipment Repairs & Maint. | 1,201.39 | 3,000.00 | 2,500.00 | 48.06% |
| Playground Repairs & Maint. | 801.20 | 1,000.00 | 1,000.00 | 80.12% |
| Pool Service Repairs & Maint. | 23,121.01 | 18,000.00 | 23,200.00 | 99.66% |
| Total Amenity Center | \$ 45,123.98 | \$ 50,743.00 | \$ 50,340.00 | 88.93% |
| Irrigation | | | | |
| Irrigation Repairs & Maint. | \$ 67,110.25 | \$ 50,000.00 | \$ 67,200.00 | 99.87% |
| Irrigation Monitoring | 7,445.60 | 7,000.00 | 7,500.00 | 99.27% |
| Hoover Pumps Repairs & Maint. | 9,134.47 | 17,500.00 | 10,000.00 | 91.34% |
| Total Irrigation | \$ 83,690.32 | \$ 74,500.00 | \$ 84,700.00 | 112.34% |
| Stormwater Control | | | | |
| Aquatic Repairs & Maint. | \$ 18,121.20 | \$ 15,500.00 | \$ 18,200.00 | 99.57% |



Montecito CDD

FY2025 Proposed Revised Budget For The Month Ending 9/30/2025

Year To Date

| | Tour To Buto | | | | | | |
|---|--------------|------------------------------|----|------------------------------|----|------------------------|------------------|
| | | Actual | | FY 2025 Adopted Budget | | FY 2025 ised Budget | Percentage |
| Landscaping | | | | | | | |
| Landscaping Contracted Services | \$ | 84,500.00 | \$ | 82,000.00 | \$ | 85,000.00 | 99.41% |
| Additional Landscaping Repairs & Maint. | | 25,000.00 | | 10,000.00 | | 25,000.00 | 100.00% |
| Plant Replacement | | 8,910.00 | | 2,400.00 | | 9,000.00 | 99.00% |
| Mulch | | 1,300.00 | | 15,000.00 | | 10,000.00 | 13.00% |
| Palm Tree Maint. | | 15,435.00 | | 15,435.00 | | 15,435.00 | 100.00% |
| Oak Tree Maint. | | 7,917.00 | | 7,167.00 | | 8,000.00 | 98.96% |
| Total Landscaping | \$ | 143,062.00 | \$ | 132,002.00 | \$ | 152,435.00 | 108.38% |
| Common Areas, Right of Ways & Walls | • | 4 440 00 | • | 0.000.00 | • | F 000 00 | 00.000/ |
| Streetlight Repairs & Maint. | \$ | 1,149.20 | \$ | 9,000.00 | \$ | 5,000.00 | 22.98% |
| Entry Vehicular Gates Repairs & Maint. | | 5,852.54 | | 20,000.00 5,000.00 | | 10,000.00 | 58.53% 64.41% |
| Pedestrian Entry Gates & Walls Maint. Common Area Repairs & Maint. | | 2,576.40 | | 12,000.00 | | 4,000.00 10,000.00 | 76.14% |
| Total Common Areas, Right of Ways & | \$ | 7,613.95 17,192.09 | \$ | 46,000.00 | \$ | 29,000.00 | 37.37% |
| Walls | Ψ | 17,132.03 | Ψ | 40,000.00 | Ψ | 29,000.00 | 37.37 /6 |
| Security Monitoring Services | \$ | 0.404.00 | • | 0.400.00 | • | 0.500.00 | 00.000/ |
| Fire Detection Services | \$ | 8,404.88 | \$ | 2,432.00 | \$ | 8,500.00 | 98.88% |
| Access Control Services | | - | | 2,918.00 | | - | 0.00% |
| Intrusion Services | | - | | 1,780.00 | | - | 0.00% |
| Security Monitoring Repairs & Maint. | | 1,283.00 | | 2,870.00 | | 2,870.00 | 44.70% |
| Total Security Monitoring Services | \$ | 9,687.88 | \$ | 10,000.00 | \$ | 11,370.00 | 96.88% |
| Utilities | | | | | | | |
| Electric Services | \$ | 42,628.85 | \$ | 65,000.00 | \$ | 48,142.00 | 88.55% |
| Telephone, Internet | | 4,148.94 | | 3,946.00 | | 4,200.00 | 98.78% |
| Water & Sewer Services | | 3,429.42 | | 4,000.00 | | 4,000.00 | 85.74% |
| Gate Kiosk Internet Services | | 2,539.76 | | 2,850.00 | | 2,850.00 | 89.11% |
| Total Utilities | \$ | 52,746.97 | \$ | 75,796.00 | \$ | 59,192.00 | 69.59% |
| Extraordinary Services | | | | | | | |
| Townhome Mailboxes Maint | \$ | - | \$ | 1,440.00 | \$ | 1,440.00 | 0.00% |
| Total Maintenance Expenses | \$ | 526,582.33 | \$ | 569,227.00 | \$ | 563,677.00 | 92.51% |
| Total Expenditures | \$ | 734,010.69 | \$ | 789,029.00 | \$ | 789,029.00 | 93.03% |
| Other Financing Uses | | | | | | | |
| Capital Reserve Transfer Out | \$ | - | \$ | 174,264.00 | \$ | 174,264.00 | |
| Disaster Reserve Transfer Out | | - | | 30,000.00 | | 30,000.00 | |
| Total Other Financing Uses | \$ | - | \$ | 204,264.00 | \$ | 204,264.00 | |
| Total Expenditures & Reserves | \$ | 734,010.69 | \$ | 993,293.00 | \$ | 993,293.00 | |
| Revenues Less Expenditures | \$ | 361,644.85 | \$ | 399,378.00 | \$ | 399,378.00 | |
| Bond Payments (S2022) | \$ | 323,844.60 | \$ | 315,934.00 | \$ | 315,934.00 | |
| Balance | \$ | 37,800.25 | \$ | 83,444.00 | \$ | 83,444.00 | |
| Assessment Fees & Discounts | | | | | | | |
| County Appraiser & Tax Collector Fee | \$ | 20,512.16 | \$ | 27,815.00 | \$ | 27,815.00 | |
| Discounts | | 40,332.90 | | 55,629.00 | | 55,629.00 | |
| Excess / (Shortfall) | \$ | (23,044.81) | \$ | - | \$ | - | |



Montecito Community Development District

Discussion of Weather and Soil Monitoring Sensor



9/26/2025

OWNER

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



ADDRESS

36767 E Eldorado Lake Dr Eustis, FL 32736

PHONE 352-434-5015

IIAMR

asmith@insightirrigation.com

WEB

www.insightirrigation.com



Mark Nehiba Montecito CDD 2501A Burns Road Palm Beach Gardens, FI 33410

IRRIGATION SERVICES PROPOSAL FOR MONTECITO CDD

Insight Irrigation proposes the installation of professional-grade weather and soil monitoring sensors capable of measuring vapor pressure deficit (VPD), rainfall, soil moisture, and other relevant atmospheric conditions. This system will enhance data-driven decision-making and support more efficient and responsive irrigation scheduling for the community.

- 1. (1) Outdoor weather sensor array with internet gateway.
- 2. (4) Soil moisture sensors.

Total Cost: \$3,500.00. This price includes all materials, labor, installation, and system configuration, enabling online access for the community and key stakeholders.

Data service may be required for the weather station to enable remote access and data transmission. Specific data plan costs and billing will be established per existing agreements or as a separate addendum based on provider rates.

Warranty

Insight Irrigation LLC warrants all installation, workmanship, and parts for a period of one (1) year from the date of completion. This warranty does not cover damage caused by lightning, power surges, vandalism, misuse, or other external factors beyond our control.

This project will be completed within 30 days of receiving signed approval.

| Client | Date |
|-------------------------------|------|
| Owner, Insight Irrigation LLC | |
| Aaron Smith, | |
| Respectfully, | |



Montecito Community Development District

Discussion of Roof Report

Flash Multiservices & Construction

LLC

1551 Thetford Cir Orlando, FL 32824 US +14075045002 customerservice@flash-mc.com flash-mc.com

ADDRESS

Montecito 208 Montecito Dr Satellite Beach, FL 32937 Estimate 1808

DATE 10/17/2025

EXPIRATION DATE 11/21/2025

DATE ACTIVITY DESCRIPTION QTY RATE AMOUNT

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|----------|--|-------|------|----------|
| | Sales | >CLUB HOUSE ROOF TILES PRESSURE WASH PROJECT< 9,100 s/f approximate | 9,100 | 0.50 | 4,550.00 |
| | | Weather permit, we estimate a total of 7 (seven) working days from the date we start to complete this project >Include *Costs for local material / equipment delivery to and service provider transportation to and from the job site. *Costs to prepare the worksite for Area Pressure Washing, including costs to protect existing structure(s), finishes, materials and components. *Labor setup time and mobilization time typical of local, Pressure Washing jobs. >NOT include: *Costs for any work or materials not specifically mentioned on this page. *Costs for removing, relocating, repairing, or modifying existing framing, surface finishes (including molding) and fixtures, HVAC, electrical, and plumbing systems - or bringing any systems into compliance with current building codes. *Costs for testing and remediation of hazardous materials (asbestos, lead, radon, etc.). **General contractor overhead and markup for overhead and markup f | | | |
| | | organizing and supervising the Area Pressure Washing. Add 30% to the total cost above if a general contractor will supervise this project. **Permit or inspection fees (or portion thereof) required by | | | |
| | | portion thereof) required by your local building department for your overall project. | | | |

| D# | TE. | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT | |
|----|-----|----------------|---|-----|----------|----------|--|
| | | Paint Services | >PAINT CLUB MAIN ENTRANCE DOOR ONLY -include materials (Trying to match existing stain/varnish color) | 1 | 1,250.00 | 1,250.00 | |

| TOTAL | \$5,800.00 |
|-------|------------|
|-------|------------|

Accepted By Accepted Date



Montecito Community Development District

Ratification of Payment Authorization Nos. 39 - 44

Payment Authorization #39 9/24/2025

| Invoice No | Supplier | Invoice Date | Property | | Invoice Amount |
|------------|---------------------------------|--------------|---------------|--------|-------------------|
| 29607 | Egis Insurance Advisors (MONTE) | 09/18/2025 | Montecito CDD | | 48,824.00 |
| | | | | Total: | 48 824 00 |

Payment Authorization #40 9/29/2025

| Invoice No | Supplier | Invoice Date | Property | | Invoice Amount |
|------------|-------------------------------------|--------------|---------------|-------|-------------------|
| 242298 | Brevard Pools, Inc. (MONTE) | 09/17/2025 | Montecito CDD | | 500.00 |
| 102242 | Culpepper & Terpening, Inc. (MONTE) | 09/16/2025 | Montecito CDD | | 640.00 |
| 137928 | PFM Group Consulting LLC (MONTE) | 09/02/2025 | Montecito CDD | | 37.50 |
| 610177 | Sonitrol of Tallahassee (MONTE) | 09/25/2025 | Montecito CDD | | 612.09 |
| | | | | Total | 1 780 50 |

Payment Authorization #41 10/8/2025

| Invoice No | Supplier | Invoice Date | Property | Invoice Amount |
|------------|---------------------------------|--------------|---------------|-------------------|
| 91175 | Berman Construction LLC (MONTE) | 09/01/2025 | Montecito CDD | 10,202.87 |
| 27161 | ProGreen Services, LLC (MONTE) | 09/29/2025 | Montecito CDD | 1,300.00 |

Total: 11,502.87

Payment Authorization #42 10/10/2025

| Invoice No | Supplier | Invoice Date | Fiscal Year | Invoice Amount |
|------------|---|--------------|-------------|-------------------|
| 91864 | Berman Construction LLC (MONTE) | 10/01/2025 | FY 2026 | 10,202.87 |
| 91875 | Berman Construction LLC (MONTE) | 10/01/2025 | FY 2026 | 677.25 |
| 195416 | Billing, Cochran, Lyles, Mauro & Ramsey (MONTE) | 09/30/2025 | FY 2025 | 2,420.00 |
| 243102 | Brevard Pools, Inc. (MONTE) | 10/01/2025 | FY 2026 | 1,444.00 |
| 14369380 | City of Melbourne Utilities (MONTE) | 09/30/2025 | FY 2025 | 273.35 |
| 102506 | Culpepper & Terpening, Inc. (MONTE) | 09/30/2025 | FY 2025 | 2,725.00 |
| 2025.10.01 | Debra Reitz (MONTE) | 10/01/2025 | FY 2026 | 200.00 |
| 0007353508 | Gannett Florida LocaliQ (MONTE) | 09/30/2025 | FY 2025 | 218.45 |
| 191684 | Hoover Pumping Systems Corporation (MONTE) | 09/30/2025 | FY 2025 | 476.82 |
| 3340 | Insight Irrigation Monitoring (MONTE) | 10/01/2025 | FY 2026 | 600.00 |
| 27299 | ProGreen Services, LLC (MONTE) | 10/01/2025 | FY 2026 | 6,500.00 |
| 2025.10.01 | Rich Wellman (MONTE) | 10/01/2025 | FY 2026 | 200.00 |
| PSI208245 | Solitude Lake Management (MONTE) | 10/01/2025 | FY 2026 | 1,268.80 |
| | | | Total | 27,206.54 |

Payment Authorization #43 10/15/2025

| Invoice No | Supplier | Invoice Date | Fiscal Year | Invoice Amount |
|------------|---------------------------------------|--------------|-------------|-------------------|
| 6399 | Modern Automation Systems LLC (MONTE) | 09/08/2025 | FY 2025 | 6,918.00 |
| PSI212725 | Solitude Lake Management (MONTE) | 10/08/2025 | FY 2026 | 442.29 |
| | | | T.4.1 | 7 000 00 |

Total: 7,360.29

Payment Authorization #44 10/16/2025

| Invoice No | Supplier | Invoice Date | Property | | Invoice Amount |
|-------------|----------------------------------|--------------|---------------|--------|-------------------|
| WO-00899424 | Solitude Lake Management (MONTE) | 10/02/2025 | Montecito CDD | | 6,197.00 |
| | | | | Total· | 6 197 00 |



Montecito Community Development District

Review of District Financial Statements



Montecito CDD

September 2025 Financial Package

September 30, 2025

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



Montecito CDD

Statement of Financial Position As of 9/30/2025

| | General Fund | Debt Service S2022 | Long Term Debt Group | Total |
|--|--------------------------|------------------------------|-------------------------|----------------------------|
| | <u>Assets</u> | | | |
| Current Assets | | | | |
| General Checking Account | \$55,862.39 | | | \$55,862.39 |
| Capital Reserve | 251,478.27 | | | 251,478.27 |
| Accounts Receivable | 2,972.54 | | | 2,972.54 |
| Due From Other Funds | 255,293.87 | | | 255,293.87 |
| Prepaid Expenses | 50,574.00 | | | 50,574.00 |
| Series 2022 DSR Fund | | \$35,847.12 | | 35,847.12 |
| Series 2022 Revenue Bond | | 44,991.27 | | 44,991.27 |
| Total Current Assets | \$616,181.07 | \$80,838.39 | \$0.00 | \$697,019.46 |
| <u>Investments</u> | | | | |
| Amount Available in Debt Service Funds | | | \$80,838.39 | \$80,838.39 |
| Amount To Be Provided | | | 3,039,161.61 | 3,039,161.61 |
| Total Investments | \$0.00 | \$0.00 | \$3,120,000.00 | \$3,120,000.00 |
| Total Assets | \$616,181.07 | \$80,838.39 | \$3,120,000.00 | \$3,817,019.46 |
| | | | | |
| | Liabilities and Net Asse | <u>ts</u> | | |
| <u>Current Liabilities</u> | | | | |
| Accounts Payable | \$37,216.70 | | | \$37,216.70 |
| Accrued Expenses | 445.65 | | | \$445.65 |
| Due To Other Funds | | \$255,293.87 | | 255,293.87 |
| Total Current Liabilities | \$37,662.35 | \$255,293.87 | \$0.00 | \$292,956.22 |
| Long Term Liabilities | | | | |
| Revenue Bonds Payable - Long-Term | | | \$3,120,000.00 | \$3,120,000.00 |
| Total Long Term Liabilities | \$0.00 | \$0.00 | \$3,120,000.00 | \$3,120,000.00 |
| Total Liabilities | \$37,662.35 | \$255,293.87 | \$3,120,000.00 | \$3,412,956.22 |
| Not Access | | | | |
| Net Assets Net Assets, Unrestricted | \$593,638.49 | | | \$593,638.49 |
| Current Year Net Assets, Unrestricted | (65,736.17) | | | (65,736.17) |
| | | | | |
| Net Assets - General Government Current Year Net Assets - General Government | (13,531.54) 64,147.94 | | | (13,531.54) 64,147.94 |
| Net Assets, Unrestricted Current Year Net Assets, Unrestricted | | \$135,629.04 (310,084.52) | | 135,629.04 (310,084.52) |
| Total Net Assets | \$578,518.72 | (\$174,455.48) | \$0.00 | \$404,063.24 |
| Total Liabilities and Net Assets | \$616,181.07 | \$80,838.39 | \$3,120,000.00 | \$3,817,019.46 |
| | | | | |

Page 1 of 4



Montecito CDD Statement of Activities As of 9/30/2025

| | 713 01 3/00/2020 | | | |
|--|-----------------------|-----------------------|-------------------------|-----------------------|
| | General Fund | Debt Service S2022 | Long Term Debt Group | Total |
| Revenues | | | | |
| 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 | \$5,800.00 | | | \$5,800.00 |
| Insurance | 46,992.00 | | | 46,992.00 |
| Trustee Services | 1,250.00 | | | 1,250.00 |
| Management | 50,000.00 | | | 50,000.00 |
| Field Management | 156,957.89 | | | 156,957.89 |
| Engineering | 39,165.54 | | | 39,165.54 |
| Property Appraiser | 20,512.16 | | | 20,512.16 |
| District Counsel | 48,887.50 | | | 48,887.50 |
| Discount Fees Audit | 40,332.90 4,400.00 | | | 40,332.90 4,400.00 |
| Janitorial Supplies | 1,594.11 | | | 1,594.11 |
| Janitorial Service | 11,671.00 | | | 11,671.00 |
| Postage & Shipping | 77.59 | | | 77.59 |
| Legal Advertising | 2,589.43 | | | 2,589.43 |
| Miscellaneous | 863.79 | | | 863.79 |
| Contingency | 1,847.51 | | | 1,847.51 |
| Office Supplies | 256.01 | | | 256.01 |
| Web Site Maintenance | 5,380.00 | | | 5,380.00 |
| Dues, Licenses, and Fees | 175.00 | | | 175.00 |
| Capital Expenditures | 302,388.02 | | | 302,388.02 |
| Security | 1,283.00 | | | 1,283.00 |
| Fire Detection Services | 8,404.88 | | | 8,404.88 |
| Electric | 42,628.85 | | | 42,628.85 |
| Irrigation | 67,110.25 | | | 67,110.25 |
| Irrigation Monitoring Water-Sewer | 7,445.60 3,429.42 | | | 7,445.60 3,429.42 |
| Aquatic Repairs & Maint. | 18,121.20 | | | 18,121.20 |
| Amenity - Pool Maintenance | 23,121.01 | | | 23,121.01 |
| Internet Services | 4,148.94 | | | 4,148.94 |
| Gate Kiosk - Internet Srvcs | 2,539.76 | | | 2,539.76 |
| General Repair & Maintenance | 2,989.26 | | | 2,989.26 |
| Common Area Maintenance | 7,613.95 | | | 7,613.95 |
| Landscaping Maintenance & Material | 84,500.00 | | | 84,500.00 |
| Additional Landscaping R&M | 25,000.00 | | | 25,000.00 |
| Tree Trimming | 15,435.00 | | | 15,435.00 |
| Flower & Plant Replacement | 8,910.00 | | | 8,910.00 |
| HVAC | 2,998.00 | | | 2,998.00 |
| Pest Control | 492.00 | | | 492.00 |
| Gate - R&M | 2,576.40 | | | 2,576.40 |
| Mulch | 1,300.00 | | | 1,300.00 |
| Entrance Vehicular Gate | 5,852.54 | | | 5,852.54 |
| Oak Tree Maintenance Hoover Pumps Repair & Maintenance | 7,917.00 9,134.47 | | | 7,917.00 |
| Streetlights | 1,149.20 | | | 9,134.47 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 | \$1,097,243.77 | \$323,844.60 | \$0.00 | \$1,421,088.37 |
| Other Revenues (Expenses) & Gains (Losses) | | | | |
| | 600 05: 5: | | | # 20 05 15 1 |
| Interest Income | \$22,224.04 | | | \$22,224.04 |
| Allocate Resv Acct Interest | 10,479.32 | ¢4 E41 44 | | 10,479.32 |
| Interest Income | 000 700 00 | \$4,541.44 | *** | 4,541.44 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$32,703.36 | \$4,541.44 | \$0.00 | \$37,244.80 |
| Change In Net Assets | (\$1,588.23) | (\$310,084.52) | \$0.00 | (\$311,672.75) |
| Net Assets At Beginning Of Year | \$580,106.95 | \$135,629.04 | \$0.00 | \$715,735.99 |
| Net Assets At End Of Year | \$578,518.72 | (\$174,455.48) | \$0.00 | \$404,063.24 |
| | | | | |



Montecito CDD

Budget to Actual For The Month Ending 9/30/2025

Year To Date

| | Actual | Budget | Variance | FY 2025 Adopted Budget | Percentage |
|---|--------------------|--------------------|--------------------|------------------------------|------------|
| Revenues | | | | | |
| O&M Assessments | \$ 1,056,367.43 | \$ 1,054,631.00 | \$ 1,736.43 | \$ 1,054,631.00 | 100.16% |
| Debt Assessments (S2022) | - | 336,100.00 | (336,100.00) | 336,100.00 | 0.00% |
| Interest Income | 32,703.36 | 500.00 | 32,203.36 | 500.00 | 6540.67% |
| Townhome Mailbox Maintenance | 620.00 | 1,440.00 | (820.00) | 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 | \$ 1,095,655.54 | \$ 1,392,671.00 | \$ (297,015.46) | \$ 1,392,671.00 | 78.67% |
| General & Administrative Expenses | | | | | |
| Supervisor Fees | \$ 5,800.00 | \$ 12,000.00 | \$ (6,200.00) | \$ 12,000.00 | 48.33% |
| District Engineer | 39,165.54 | 45,000.00 | (5,834.46) | 45,000.00 | 87.03% |
| Legal Fees | 48,887.50 | 40,000.00 | 8,887.50 | 40,000.00 | 122.22% |
| District Management | 50,000.00 | 54,000.00 | (4,000.00) | 54,000.00 | 92.59% |
| Assessment Roll | - | 5,300.00 | (5,300.00) | 5,300.00 | 0.00% |
| Website Maintenance | 5,380.00 | 4,100.00 | 1,280.00 | 4,100.00 | 131.22% |
| Auditing Services | 4,400.00 | 4,400.00 | - | 4,400.00 | 100.00% |
| Arbitrage Rebate Calculation | - | 450.00 | (450.00) | 450.00 | 0.00% |
| Trustee Fees | 1,250.00 | 3,250.00 | (2,000.00) | 3,250.00 | 38.46% |
| Insurance | 46,992.00 | 47,227.00 | (235.00) | 47,227.00 | 99.50% |
| Legal Advertising | 2,589.43 | 1,500.00 | 1,089.43 | 1,500.00 | 172.63% |
| Dues, Licenses, and Fees | 175.00 | 175.00 | - | 175.00 | 100.00% |
| Contingency/Miscellaneous | 2,788.89 | 2,400.00 | 388.89 | 2,400.00 | 116.20% |
| Total General & Administrative | \$ 207,428.36 | \$ 219,802.00 | \$ (12,373.64) | \$ 219,802.00 | 94.37% |
| Expenses | | | | | |
| Maintenance Expenses | | | | | |
| Facility Attendant & General Mgmt. Contract | \$ 156,957.89 | \$ 163,246.00 | \$ (6,288.11) | \$ 163,246.00 | 96.15% |
| Amenity Center Operations | | | | | |
| Repairs & Maint. (Non-HVAC) | \$ 2,989.26 | \$ 10,000.00 | \$ (7,010.74) | \$ 10,000.00 | 29.89% |
| HVAC Repairs & Maint. | 2,998.00 | 2,750.00 | 248.00 | 2,750.00 | 109.02% |
| Office Supplies | 256.01 | 1,000.00 | (743.99) | 1,000.00 | 25.60% |
| Janitorial Supplies | 1,594.11 | 1,250.00 | 344.11 | 1,250.00 | 127.53% |
| Janitorial Services | 11,671.00 | 12,540.00 | (869.00) | 12,540.00 | 93.07% |
| Pest Control & Termite Bond | 492.00 | 1,203.00 | (711.00) | 1,203.00 | 40.90% |
| Fitness Equipment Repairs & Maint. | 1,201.39 | 3,000.00 | (1,798.61) | 3,000.00 | 40.05% |
| Playground Repairs & Maint. | 801.20 | 1,000.00 | (198.80) | 1,000.00 | 80.12% |
| Pool Service Repairs & Maint. | 23,121.01 | 18,000.00 | 5,121.01 | 18,000.00 | 128.45% |
| Total Amenity Center | \$ 45,123.98 | \$ 50,743.00 | \$ (5,619.02) | \$ 50,743.00 | 88.93% |
| Irrigation | | | | | |
| Irrigation Repairs & Maint. | \$ 67,110.25 | \$ 50,000.00 | \$ 17,110.25 | \$ 50,000.00 | 134.22% |
| Irrigation Monitoring | 7,445.60 | 7,000.00 | 445.60 | 7,000.00 | 106.37% |
| Hoover Pumps Repairs & Maint. | 9,134.47 | 17,500.00 | (8,365.53) | 17,500.00 | 52.20% |
| Total Irrigation | \$ 83,690.32 | \$ 74,500.00 | \$ 9,190.32 | \$ 74,500.00 | 112.34% |



Montecito CDD

Budget to Actual For The Month Ending 9/30/2025

Year To Date

| Name | | | Actual | | Budget | | Variance | | FY 2025 Adopted Budget | Percentage |
|--|---|----|-------------|----|------------|----|--------------|-----|------------------------------|------------|
| Landscaping Landscaping Contracted Services \$84,500.00 \$82,000.00 \$10,000 | | | | | | | | | | |
| Landscaping Contracted Services | · · | \$ | 18,121.20 | \$ | 15,500.00 | \$ | 2,621.20 | \$ | 15,500.00 | 116.91% |
| Additional Landscaping Repairs & Maint. | | • | 0.4.500.00 | • | 00 000 00 | • | 0.500.00 | • | 00 000 00 | 400.050/ |
| Plant Replacement | . • | \$ | | ф | | \$ | | ф | , | |
| Mulch 1,300.00 15,000.00 15,000.00 15,000.00 8.67% Pairt Tree Maint. 15,435.00 115,435.00 115,435.00 100.00% Total Landscaping 143,062.00 132,002.00 11,060.00 132,002.00 100.00% Total Landscaping Statestight Repairs & Maint. S 1,149.20 S 9,000.00 S 132,002.00 12,77% Entry Vehicular Gates Repairs & Maint. S 1,149.20 S 9,000.00 (1,4,147.46) 20,000.00 29,26% Pedestrian Entry Gates & Walls Maint. 2,576.40 5,000.00 (2,423.60) 5,000.00 51,33% Common Areas Repairs & Maint. 2,576.40 5,000.00 (4,386.05) 12,000.00 63,45% Total Common Areas Repairs & Maint. 7,613.95 12,000.00 (4,386.05) 12,000.00 63,45% Total Common Areas Repairs & Maint. 7,613.95 12,000.00 (4,386.05) 12,000.00 63,45% Total Common Areas Repairs & Maint. 7,613.95 12,000.00 5,572.88 2,432.00 373.7% Walls S 2,432.00 2,918.0 | · - · | | | | | | | | | |
| Palm Tree Maint. 15,435,00 15,435,00 7,917,00 7,167,00 7,167,00 7,167,00 10,00% Oak Tree Maint. 7,917,00 7,167,00 7,167,00 7,167,00 7,167,00 110,600 8,102,00 110,600 100,00% 100,83% Common Areas, Right of Ways & Walls Streetlight Repairs & Maint. 5,82,54 20,000,00 (14,147,46) 20,000,00 22,26% Pedestrian Entry Gates & Walls Maint. 2,576,40 5,000,00 (2,438,605) 5,000,00 29,26% Pedestrian Entry Gates & Walls Maint. 7,613,55 12,000,00 (3,438,605) 5,000,00 2,236,00 5,000,00 2,236,00 5,000,00 2,243,00 5,000,00 3,45% 6,345% 7,461,00 2,248,00 5,572,88 2,432,00 3,45,60% 8,345,80 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,2432,00 3,45,60% 8,24,32,00 3,45,60% 8,24,32,00 3,45,60% 8,24,32,00 | • | | | | | | | | | |
| Oak Tree Maint 7,917,00 7,167,00 7,167,00 7,167,00 7,167,00 110,600.0 312,002.0 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 108,087,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,208,00 20,000,00 20,300,00 30,337,37% 30,337,37% 30,337,37% 30,337,37% 30,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000,00 20,000 | | | * | | | | (13,700.00) | | • | |
| Total Landscaping | | | | | | | 750.00 | | , | |
| Streetlight Repairs & Maint. \$1,149.20 \$9,000.00 \$1,147.46 \$20,000.00 \$2,276 \$20,000.00 \$1,147.46 \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$29,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20,26% \$20,000.00 \$20 | | - | | - | | - | | \$ | | |
| Streetlight Repairs & Maint. \$ 1,149.20 | | Ψ. | 140,002.00 | ۳ | 102,002.00 | Ψ | 11,000.00 | Ψ | 102,002.00 | 100.0070 |
| Entry Vehicular Gates Repairs & Maint. 5,852.54 20,000.00 (14,147.46) 20,000.00 29.26% Pedestrian Entry Gates & Walls Maint. 2,7576.40 5,000.00 (2,423.60) 5,000.00 51.53% Total Common Areas, Right of Ways & \$17,192.09 \$46,000.00 (2,423.60) 12,000.00 63.45% Total Common Areas, Right of Ways & \$17,192.09 \$46,000.00 \$(28,807.91) \$46,000.00 37.37% Walls Security Monitoring Services | · • | \$ | 1 149 20 | \$ | 9 000 00 | \$ | (7 850 80) | \$ | 9 000 00 | 12 77% |
| Pedestrian Entry Gates & Walls Maint. 2,576.40 5,000.00 (2,423.60) 5,000.00 63.45% Common Area Repairs & Maint. 7,613.95 12,000.00 (4,386.05) 12,000.00 63.45% Total Common Areas, Right of Ways & 17,192.09 46,000.00 \$2,807.91 \$46,000.00 37.37% Walls Security Monitoring Services \$8,404.88 \$2,432.00 \$5,972.88 \$2,432.00 345.60% Access Control Services \$8,404.88 \$2,432.00 (2,918.00) 2,918.00 0.00% Intrusion Services \$1,283.00 2,870.00 (1,780.00) 1,780.00 0.00% Intrusion Services \$1,283.00 2,870.00 (1,587.00) 2,870.00 0.00% Intrusion Services \$9,687.88 \$10,000.00 \$312.12 \$10,000.00 96.88% Utilities Electric Services \$42,628.85 \$65,000.00 \$(22,371.15) \$65,000.00 65.58% Electric Services \$42,628.85 \$65,000.00 \$(22,371.15) \$65,000.00 65.58% Electric Services \$42,628.85 \$65,000.00 \$(23,371.50) \$65,000.00 65.58% Electric Services \$42,628.85 \$65,000.00 \$(23,304.00) \$75,756.00 \$65,000.00 \$6 | | • | | • | | Ψ | , | • | | |
| Common Area Repairs & Maint 7,613.95 12,000.00 (4,386.05) 12,000.00 37.37% Total Common Areas, Right of Ways & 17,192.09 \$46,000.00 \$(28,807.91) \$46,000.00 37.37% \$46,000.00 \$47.37% \$46,000.00 \$47.37% \$46,0 | • | | | | | | , | | | |
| Total Common Areas, Right of Ways & 17,192.09 \$ 46,000.00 \$ (28,807.91) \$ 46,000.00 37.37% Walls | | | | | | | , | | | |
| Fire Detection Services | Total Common Areas, Right of Ways & | \$ | 17,192.09 | \$ | 46,000.00 | \$ | (28,807.91) | \$ | 46,000.00 | 37.37% |
| Access Control Services - 2,918.00 (2,918.00) 2,918.00 0.00% Intrusion Services 1,780.00 (1,780.00) 1,780.00 0.00% Security Monitoring Repairs & Maint. 1,283.00 2,870.00 (1,587.00) 2,870.00 44.70% Total Security Monitoring Services \$0,878.88 10,000.00 (312.12) 10,000.00 96.88% Utilities 8 10,000.00 (22,371.15) 65,000.00 65.58% Telephone, Internet 4,148.94 3,946.00 202.94 3,946.00 105.14% Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Kiosk Internet Services 2,539.76 2,850.00 (301.24) 2,850.00 89.11% Total Utilities \$52,746.97 75,796.00 \$(23,049.03) 75,796.00 69.59% Extraordinary Services \$526,582.33 \$569,227.00 \$(14,400.00) \$1,440.00 9.00% Total Maintenance Expenses \$526,582.33 \$569,227.00 \$(174,264.00) \$174,264.00 | Security Monitoring Services | | | | | | | | | |
| Intrusion Services | Fire Detection Services | \$ | 8,404.88 | \$ | 2,432.00 | \$ | 5,972.88 | \$ | 2,432.00 | 345.60% |
| Security Monitoring Repairs & Maint. 1,283.00 2,870.00 (1,587.00) 2,870.00 44.70% Total Security Monitoring Services 9,687.88 \$10,000.00 \$(312.12) \$10,000.00 96.88% Utilities | Access Control Services | | _ | | 2,918.00 | | (2,918.00) | | 2,918.00 | 0.00% |
| Security Monitoring Repairs & Maint. 1,283.00 2,870.00 (1,587.00) 2,870.00 44.70% Total Security Monitoring Services 9,687.88 \$10,000.00 \$(312.12) \$10,000.00 96.88% Utilities | Intrusion Services | | _ | | 1,780.00 | | (1,780.00) | | 1,780.00 | 0.00% |
| Total Security Monitoring Services \$ 9,687.88 \$ 10,000.00 \$ 312.12 \$ 10,000.00 96.88% Utilities Electric Services \$ 42,628.85 \$ 65,000.00 \$ (22,371.15) \$ 65,000.00 65.58% Telephone, Internet 4,148.94 3,946.00 202.94 3,946.00 105.14% Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Kiosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities 5 5,746.97 75,796.00 \$ (23,049.03) 75,796.00 89.59% Extraordinary Services 5 204.68.23 \$ 569,227.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) \$ 789,029.00 93.03% Other Financing Uses \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 | | | 1.283.00 | | | | | | | |
| Utilities Electric Services \$ 42,628.85 \$ 65,000.00 \$ (22,371.15) \$ 65,000.00 65.58% Telephone, Internet 4,148.94 3,946.00 202.94 3,946.00 105.14% Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Kiosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities \$ 52,746.97 75,796.00 \$ (23,049.03) 75,796.00 69.59% Extraordinary Services Townhome Mailboxes Maint \$ 0.00% 1,440.00 1,440.00 1,440.00 0.00% Total Baintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (23,049.03) 789,029.00 92.51% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) 789,029.00 93.03% Other Financing Uses \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 174,264.00 \$ 174,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 <td>- · · · · · · · · · · · · · · · · · · ·</td> <td>\$</td> <td></td> <td>\$</td> <td></td> <td>\$</td> <td></td> <td>-\$</td> <td></td> <td></td> | - · · · · · · · · · · · · · · · · · · · | \$ | | \$ | | \$ | | -\$ | | |
| Electric Services \$ 42,628.85 \$ 65,000.00 \$ (22,371.15) \$ 65,000.00 65.58% Telephone, Internet 4,148.94 3,946.00 202.94 3,946.00 105.14% Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Kiosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities \$ 52,746.97 75,796.00 \$ (23,049.03) 75,796.00 69.59% Extraordinary Services Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) \$ 789,029.00 93.03% Other Financing Uses Capital Reserve Transfer Out \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 174,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 2 | · · · · · · · · · · · · · · · · · · · | • | 0,007.00 | ٠ | 10,000.00 | ٠ | (0.22) | • | 10,000.00 | 00.0070 |
| Telephone, Internet 4,148.94 3,946.00 202.94 3,946.00 105.14% Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Klosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities \$ 52,746.97 75,796.00 (23,049.03) 75,796.00 69.59% Extraordinary Services Townhome Mailboxes Maint \$ 1,440.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (42,644.67) \$ 569,227.00 92.51% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) 789,029.00 93.03% Other Financing Uses Capital Reserve Transfer Out \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 174,264.00 \$ 174,264.00 \$ 174,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 399, | | \$ | 42 628 85 | \$ | 65 000 00 | \$ | (22 371 15) | \$ | 65 000 00 | 65 58% |
| Water & Sewer Services 3,429.42 4,000.00 (570.58) 4,000.00 85.74% Gate Kiosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities \$ 52,746.97 75,796.00 (23,049.03) 75,796.00 69.59% Extraordinary Services Townhome Mailboxes Maint \$ - \$ 1,440.00 (1,440.00) \$ 1,440.00 0.00% Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (42,644.67) \$ 569,227.00 92.51% Total Expenditures \$ 734,010.69 789,029.00 (55,018.31) 789,029.00 93.03% Other Financing Uses Capital Reserve Transfer Out \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 174,264.00 \$ 174,264.00 \$ 174,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 \$ 204,264.00 | | Ψ | | Ψ | | Ψ | | Ψ | | |
| Gate Kiosk Internet Services 2,539.76 2,850.00 (310.24) 2,850.00 89.11% Total Utilities \$ 52,746.97 75,796.00 (23,049.03) 75,796.00 69.59% Extraordinary Services Townhome Mailboxes Maint \$ - \$ 1,440.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (42,644.67) \$ 569,227.00 92.51% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) 789,029.00 93.03% Other Financing Uses \$ 734,010.69 \$ 789,029.00 \$ (174,264.00) \$ 174,264.00 93.03% Obisater Reserve Transfer Out \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ (174,264.00) \$ 204,264.00 | | | | | | | | | , | |
| Total Utilities \$ 52,746.97 \$ 75,796.00 \$ (23,049.03) \$ 75,796.00 69.59% Extraordinary Services Townhome Mailboxes Maint \$ - \$ 1,440.00 \$ (1,440.00) \$ 1,440.00 0.00% Total Maintenance Expenses \$ 526,582.33 \$ 569,227.00 \$ (42,644.67) \$ 569,227.00 92.51% Total Expenditures \$ 734,010.69 \$ 789,029.00 \$ (55,018.31) \$ 789,029.00 93.03% Other Financing Uses Capital Reserve Transfer Out \$ - \$ 174,264.00 \$ (174,264.00) \$ 174,264.00 \$ 174,264 | | | | | | | | | | |
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| County Appraiser & Tax Collector Fee \$ 20,512.16 \$ 27,815.00 \$ (7,302.84) \$ 27,815.00 Discounts 40,332.90 55,629.00 (15,296.10) 55,629.00 | Assessment Fees & Discounts | | | | | | | | | |
| Discounts 40,332.90 55,629.00 (15,296.10) 55,629.00 | | \$ | 20,512.16 | \$ | 27,815.00 | \$ | (7,302.84) | \$ | 27,815.00 | |
| | , ,, | • | | • | * | | , | • | • | |
| | Excess / (Shortfall) | \$ | (23,044.81) | \$ | | \$ | | \$ | - | |



Montecito Community Development District

Staff Reports



Montecito Community Development District

General Manager's Report

Montecito CDD Monthly Report

208 Montecito Drive, Satellite Beach, Florida

Phone: 321-777-9460

General Manager: Kisha Wagner

Report Date: October

Meeting Date: November

Admin Pending Items / Updates

Clubhouse and pool deck

- ✓ Roof inspection done.
- ✓ Stenner pump repaired.
- \(\sqrt{New pool cushions delivered and installed.} \)
- $\sqrt{2}$ Two resident events this month.
- \(\square\$ Complaint received from USPS regarding vehicles parked obstructing mailboxes.

•

AED Course

• ✓ Equipment ordered.

Lakes and Fountain

- ✓ New fountain installed at lake Pasadena.
- ✓ All lakes treated for aquatic algae.
- $\sqrt{\text{All fountain power boxes and times inspected and adjusted after a power outage.}}$

Playground: ARC

• ✓ Bench delivered. Installation scheduled.

Pavers repair (CDD): Map available

- ✓ Groundworks
- ✓ Rose Paving

Clubhouse furniture

• \(\sqrt{\text{Furniture ideas have been selected.}}\) Waiting for final decision on funds.

Pedestrian Gate and Fences

• ✓ Service scheduled 11/6

Community Light Pole: Quotes

- ✓ Mike the Painter
- ✓ Anchor Painting

Storm Drain Concrete: Repair

- ✓ Don Bo Quote received.
- ✓ Rose Paving Quote received

Surveillance Cameras

• ✓ Equipment installed. Solar security camera scheduled to be installed on or before 11/06.

Roof Repair

• \(\sqrt{\text{Reported a leak coming from the pool patio ceiling. Vendor identified multiple areas needing immediate attention. We are currently waiting for a full report and proposal.

Pump Stations - HOOVER

• ✓ Pump stations serviced. Phase #3 leak repaired.



Montecito Community Development District

General Manager





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.









Providing 80+ Years of Trusted Service



Serving Commercial & Residential HOAs/COAs



Same great team



33 Office Locations















OPP-25-035052 09 / 18 / 2025

| Account Information |
|--|
| Account Name: Montecito CDD |
| Street Address: 208 Montecito Dr |
| City State Zip: Satellite Beach FL 32937-5759 |

| Contact Information |
|--|
| Contact Name: Kisha Wagner |
| Contact Email: kwagner@bermancorp.com |
| Contact Phone: 321-777-9460 |

| Rose Paving Information |
|--|
| Account Executive: Steven Schwartz |
| Email: steven.schwartz@rosepaving.com |
| Cell: 914.224.9901 |

Notes/Exclusions

All locations will be completed in 1 Day

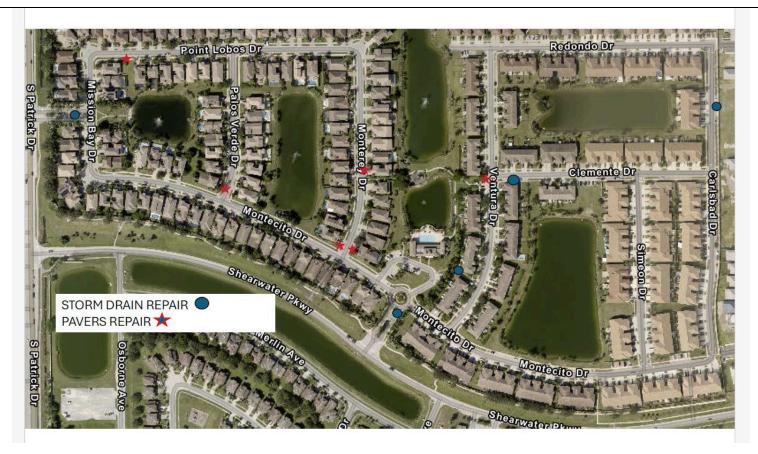
PRICING TABLE

| 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









PROPOSAL

| CUSTOMER APPROVAL |
|---|
| Total Dollars Approved: \$6,400.00 |
| Name: |
| Authorized Signature: |
| |
| |
| |
| BILLING INSTRUCTIONS: |
| |
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| |





| 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.

PROPOSAL



- 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 |
| С | 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 |
| Н. | 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.

PROPOSAL



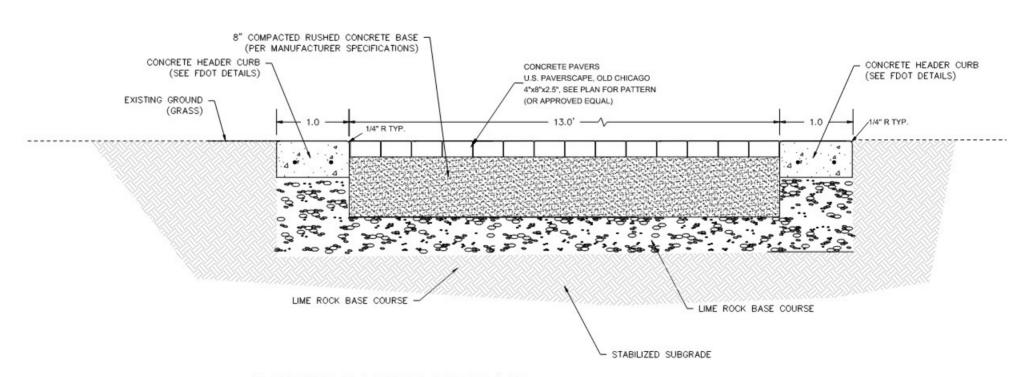
- **22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, 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 IMROVEMENTS 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."

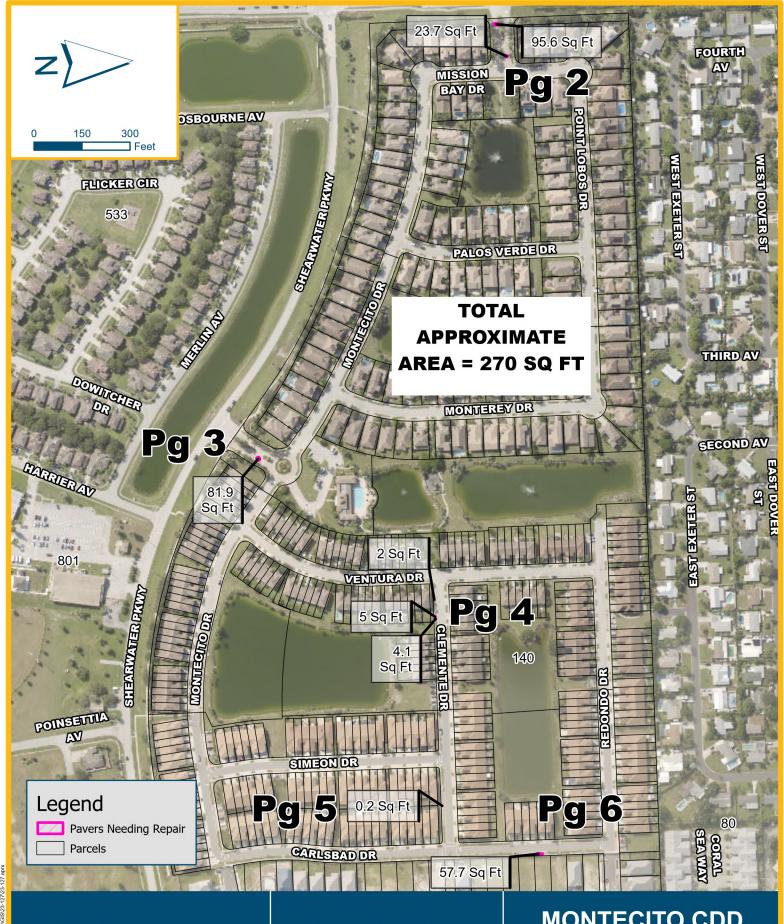
As a duly authorized representative of Montecito CDD, I agree to these Terms & Conditions

IV. 1. J.



BRICK PAVER DETAIL

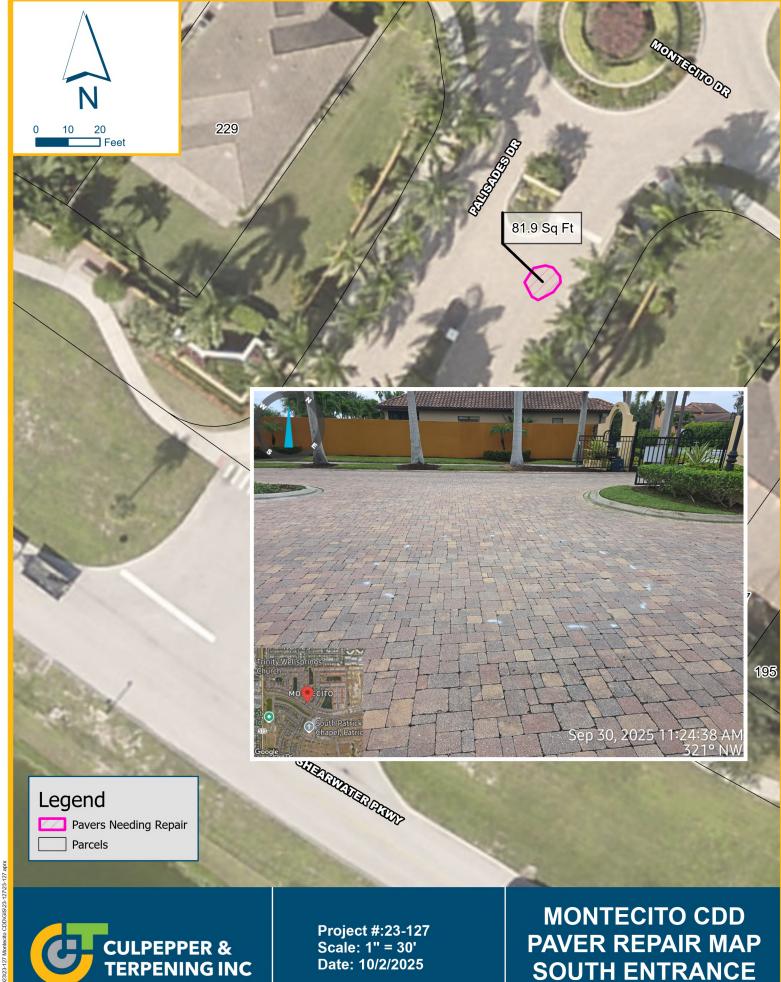
N.T.S.





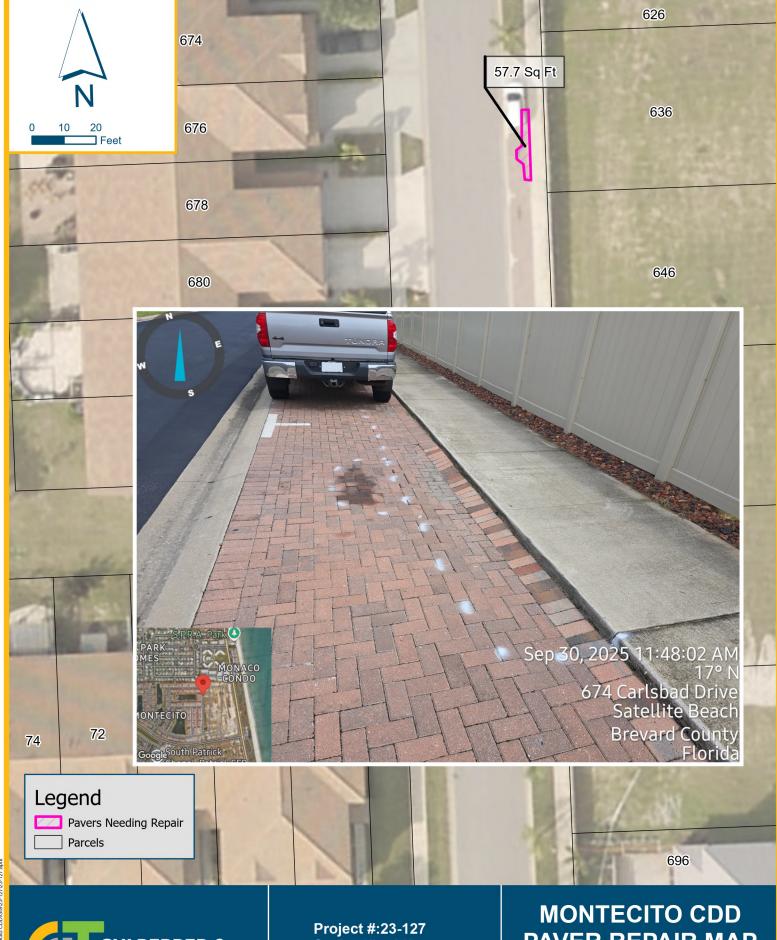
Project #:23-127 Scale: 1" = 300' Date: 10/2/2025 MONTECITO CDD PAVER REPAIR MAP COVER













Project #:23-127 Scale: 1" = 30' Date: 10/2/2025 MONTECITO CDD
PAVER REPAIR MAP
CARLSBAD