

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 January 7, 2026, 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/ripolly>

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 December 3, 2025, Board of Supervisors Meeting Minutes

Vendor Report

- ProGreen Services LLC Monthly Executive Summary

Old Business Matters

2. Capital Project Updates
3. Discussion of Roof Update
4. Landscaping Lighting Proposals
5. Discussion of Rule Making
6. Update on Weather and Soil Monitoring Sensor

New Business Matters

7. Discussion of Guest Participation Release and Waiver of Liability
8. Ratification of Grau & Associates Engagement Letter
9. Update on Perimeter Wall



10. Ratification of Payment Authorization Nos. 48 - 49

11. Review of District Financial Statements (*provided under separate cover*)

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - Next Meeting: February 4, 2026
- General Manager
 - General Manager's Report

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

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

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

Board Members present at roll call:

Debra Reitz	Assistant Secretary	
Mark Nehiba	Chairperson	
Tanja Glynn	Assistant Secretary	
Rich Adams	Assistant Secretary	
Rich Wellman	Vice Chairperson	(via phone)

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 (via phone)	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A.	
Thomas Degrace	District Engineer – Culpepper & Terpening, Inc.	(via phone)
Kisha Wagner	General Manager - Berman	
Eddie Padua	Berman	
Zac Carr	Progreen	
Rusty Kahoe	Progreen	
Danny Padilla	Progreen	
Various Audience Members		

FIRST ORDER OF BUSINESS

Organizational Matters

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

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

The Pledge of Allegiance was recited.

Public Comment Period

Ms. Wellman commented regarding the upcoming HOA social event and decorating the Christmas tree. Ms. Wagner noted there should be a 5-day notice given for events.

There was discussion regarding the upcoming social event and the Christmas gift giveaway event. The HOA will be sending out flyers and an email blast for the Christmas event. Proceeds from the Christmas event will be going towards the American Cancer Society. There was also brief discussion regarding the building capacity and not blocking the fire exits. Ms. Wellman confirmed.

Mr. Nehiba noted a new Christmas tree needs to be purchased and there will be a fund jar for anyone to donate towards buying a new one. Ms. Wellman noted any extra money raised from the event will go towards a new tree.

Mr. Wellman noted the current tree will be going up this afternoon.

There were no further public comments at this time.

Administrative Matters

Review and Consideration of the November 5, 2025, Board of Supervisors Meeting Minutes

The Board reviewed the minutes.

Ms. Ripoll noted that once approved, the minutes will be placed 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 approved the November 5, 2025, Board of Supervisors Meeting Minutes.

Vendor Report

- **ProGreen Services LLC
Monthly Executive
Summary**

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

There was brief discussion regarding the palm branches down at the entrances and blocking sidewalks. It was noted that ProGreen will keep checking that area to clear branches if needed.

SECOND ORDER OF BUSINESS

General Business Matters

Discussion of Sidewalk Maintenance

Ms. Ripoll noted that a breakdown map of the sidewalk issues was previously received from Precision Sidewalk. The Board previously approved moving forward with repairs for the most severe issues. A proposal has been received from Rose Paving in the amount of \$19,500.00 for the severe and most severe issues. The vendor has stated this can be completed in two days.

Ms. Wagner noted the pavers and storm drains will be done by the end of the month.

There was brief discussion regarding the proposal and overseeing the scope of work. Berman will be doing a punch out walkthrough with the vendor.

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 Sidewalk Maintenance proposal from Rose Paving, in the amount of \$19,500.00.

Discussion of Driveway Encroachment (Tree Removal)

Mr. Wellman gave an overview and recommended having the CDD pay for the cutting of the palm trees.

The Board reviewed the proposals for the tree removal. It was noted stump grinding was not included in the proposals.

There was brief discussion regarding the locations and the numbers of trees. It was noted there are total of seven trees needing to be removed, but the proposal only includes six trees. Progreen can update the quote to include 7 trees, for an amount of \$1,750.00.

On motion by Mr. Wellman, with no second, with none in favor, the Board of Supervisors for the Montecito Community Development District did not approve the Tree Removal for Driveway Encroachment.

Mr. Pawelczyk noted there is no legal reason for cutting the trees, but it does prevent future cost of maintenance for the District.

There was discussion regarding the cost of cutting the trees in the District, ongoing maintenance, and the removal of the trees. Mr. Wellman rescinded his original motion.

It was noted there is no liability, as long as the CDD maintains the trees. Progreen will follow up and trim the trees as needed.

On motion by Mr. Wellman, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District did not approve the removal of the trees for Driveway Encroachment.

Capital Project Updates

Ms. Ripoll noted the lighting project, and any other projects will be included in the Capital Project spreadsheet.

Mr. Adams noted that the wall repair should be included in the list. Mr. Adams will send pictures to Ms. Ripoll and Ms. Wagner. Ms. Ripoll will send pictures to the District Engineer. Ms. Glynn noted that is in the project spreadsheet for completion in 2033.

There was brief discussion regarding resurfacing the pool. Ms. Glynn noted that is in the project spreadsheet for completion in 2033.

There was also discussion regarding the roads. It was noted this is in the project spreadsheet for completion in 2030, for resealing, and 2036, for mill and paving. Ms. Ripoll recommended having a workshop to review the budget related to these projects. She will schedule the workshop for March. It was noted there is a plan to move \$100,000.00 into the road reserves at the end of the current fiscal year.

This item will be kept on the agenda.

Discussion of Roof Update

Ms. Wagner gave an update on the roof. As of now, the roof is not under warranty as there was no scope of work included in the original proposal.

There was lengthy discussion regarding the previous contract and cost. It was noted there were only repairs done, not a complete roof replacement.

Mr. Pawelczyk noted there is a scope of work included in the original proposal and gave an overview of the scope. He will forward the scope of work to District Management.

It was noted the current leak is not a part of the previous repair.

There was brief discussion regarding recommendations of other vendors.

Berman recommended getting other proposals. Ms. Wagner will bring back proposals to the January meeting.

Mr. Wellman recommended inspecting the entire Clubhouse roof. Ms. Wagner noted this has been completed.

This item will be kept on the agenda.

Update of Weather and Soil Monitoring Sensor

Mr. Nehiba gave an overview and noted Ms. Wagner has found the exact model online for \$250.00. Ms. Wagner is waiting for a response from the monitoring vendor to confirm this model will be able to be monitored and compatibility.

There was brief discussion on the location for placement.

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 Weather and Soil Monitoring Sensor purchase for \$250.00, subject to verifying compatibility with monitoring vendor.

There was brief discussion regarding the information that will be obtained from the sensor. It was noted there is an app that is downloaded and it runs off the District's WIFI.

Mr. Nehiba gave an overview.

There was brief discussion regarding the monitoring.

Discussion of Rule Making

Ms. Ripoll noted the Supervisors have reviewed the rules and can make recommendations for changes.

Mr. Wellman commented on the playground rules. He recommended removing item No. 4 regarding holding events at the playground and recommended adding a rule regarding not allowing wheeled items such as bikes, scooters, skateboards, etc. in the playground area.

There was brief discussion regarding the rules and the need to hold a Public Hearing. It was noted signage can be placed, and hours can be changed without a Public Hearing. However, no violation citations would be allowed, unless the rules are changed and a Public Hearing is held.

Ms. Glynn gave an overview of the current rules related to bikes, scooters, skateboarding, and rollerblading. Mr. Pawelczyk recommended adding to the actual playground rules. He will draft a rule and bring it back to the next meeting for the Board's review, prior to holding a Public Hearing.

There was brief discussion regarding baby strollers and holding events at the playground. Ms. Glynn noted there is no harm in keeping item No. 4 in the rules.

There was also brief discussion regarding wheeled items in the playground. Ms. Ripoll will get a sign for that location.

Ms. Glynn recommended updating the Parking and Towing rule wording from Amenity Manager to General Manager and adding page numbers. She also commented regarding the non-resident user fees in the Amenity Center rules. Ms. Ripoll noted this is a standard rule and must be kept in the rules according to the requirements of a CDD.

Mr. Pawelczyk gave an overview of the non-resident fee and noted it is based on the assessment cost. It can be increased based on the assessments. There is a form on file if a non-resident requests membership.

There was also discussion regarding including a rule related to the new open carry law and other weapons.

Mr. Pawelczyk will draft rules based on the recommendations to bring back for the Board's review.

Mr. Adams commented on the building capacity. It was noted that each room has its' own capacity listed.

Any other recommended changes can be sent to District Counsel.

This item will be kept on the agenda.

Landscape Lighting Proposals

There was a presentation of the lighting proposals and costs.

The Board reviewed the two proposals for lighting. It was noted one proposal included the ability to dim in different zones. Transformers will need to be checked by an electrician prior to installation, but surge protection is a part of the proposal.

There was brief discussion regarding the old light receptacles.

It was noted Ms. Wagner should be accompanying the vendor when checking the transformers, as access is through residents' yards.

Ms. Wagner gave an overview of an additional proposal.

Mr. Nehiba recommended adding this to the Capital Project List.

There was brief discussion regarding the lighting project and the budget. Ms. Ripoll recommended waiting until all funds are received from the County. It was noted the lighting can be completed in phases.

This item will be kept on the agenda.

Ratification of Payment Authorization Nos. 45-47

The Board reviewed the Payment authorizations. It was noted these are for contractual obligations for the District.

Ms. Ripoll noted these are solely for ratification.

On motion by Mr. Nehiba, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District ratified Payment Authorization Nos. 45-47.

Review of District Financial Statements

Ms. Ripoll stated the financials are as of October 2025. She noted these will be posted

on District's website once approved.

Mr. Montejano noted the first distribution from the County has been received.

It was noted VGlobalTech is the website administrator.

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

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – The annual 4-hour Ethics Training is due December 31. Training links can be sent out if requested. This training is reported on the Form 1 that is due July 1, 2026.

District Engineer – The CUP submission is on track for next week.

District Manager – Ms. Ripoll reminded the Board that the next meeting is January 7, 2026, at 9:30 a.m., at the current location.

General Manager –

- **General Manager's Report**

Ms. Wagner gave an overview of the General Manager's monthly report. She noted The View has agreed to place a metal barrier and that area will be fixed.

Mr. Adams will be installing the AED machine this weekend. It will be inspected by the vendor once installed.

The streetlights will be painted starting December 10th. The boots will be removed prior to painting. New boots will have to be purchased and installed. Berman will follow up on installation.

There was brief discussion regarding the HOA holiday decor. Ms. Wagner will reschedule the streetlight painting for January based on when the decor comes down.

Ms. Wagner noted that the front door has been painted, but it is not a satisfactory job. The vendor is not charging the District for the work.

Ms. Wagner has received proposals to repaint the door with a couple of different options.

There was discussion regarding the proposals and scope of work. It was noted that the door needs to be stripped and sanded.

Ms. Wagner will get proposals with the correct scope of work.

Mr. Wellman recommended following Robert's Rules of Order during discussions.

On motion by Ms. Reitz, seconded by Ms. Glynn, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the repainting of the Amenity Center front door, with a not to exceed amount of \$1,500.00.

Ms. Wagner noted that some of the Clubhouse furniture has arrived and more is being delivered today. Habitat for Humanity is picking up the old furniture on December 23rd. Ms. Reitz noted the smaller items have yet to be ordered, but everything is within budget.

There was brief discussion regarding the new furniture. Mr. Wellman recommended having photos of how the furniture should be placed before and after any reservations or events.

Mr. Wellman noted that the front monument lighting is very low. Ms. Wagner will look at the solar panel and adjust if needed.

Mr. Wellman also commented on the playground gates. He noted they are never closed. It was noted the right-hand side will be shut once the pin and hole are installed. Ms. Wagner will get a sign to keep gates closed at all times.

Ms. Wagner noted she is working on the fountain light issues with Solitude. She will get a quote for timer replacement. Mr. Wellman noted it could be the breaker.

Supervisors Requests & Audience Comments

Ms. Glynn commented regarding the playground maintenance plan. Ms. Wagner will follow up.

A resident commented regarding the drop-off of Clubhouse furniture.

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

Adjournment

There was no further business to come before the Board.

On MOTION by Mr. Adams, seconded by Mr. Wellman, with all in favor, the Montecito Board of Supervisors CDD adjourned the December 3, 2025, Board of Supervisors' meeting at 11:15 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Montecito Community Development District

ProGreen Services LLC Monthly Executive Summary

Montecito CDD Monthly Executive Summary – ProGreen Services
Reporting Period: December 2025
Prepared By: ProGreen Services – Commercial Landscape Maintenance

Maintenance Service Schedule – December Overview

Landscape maintenance activities continued on a consistent schedule throughout the month, focusing on shrub trimming, mowing rotations, ornamental grass maintenance, and irrigation system repairs.

- **Mowing Schedule**
 - Townhome side: Mondays & Tuesdays
 - Clubhouse & Single-Family side: Wednesdays & Thursdays
 - Detailing: Rotated on Thursdays & Fridays
 - **Shrub & Detail Work**
 - Street-front shrub trimming progressed across all major roadways.
 - Clubhouse and entrance areas received detailed trimming and cleanup.
-

Completed Maintenance Activities

Week of December 8 – December 12, 2025

CDD Services

- Completed shrub trimming on Simeon Dr and Carlsbad Dr (front and back sides).
- Trimmed shrubs on Clemente Dr and both sides of Ventura Dr.
- Detailed trimming at the Clubhouse (front and rear).
- Trimmed Shearwater entrance and South Patrick entrance, including trail to playground.
- Supported trimming activities in CDD-authorized areas.
- Trimmed requested Bougainvillea at 156 Clemente.

Irrigation – Wet Check (12/9/25, West Controller)

- Zone 77: Stuck valve repaired – 405 Point Lobos
- Zone 20: Lateral repair in shrub area – 678 Montecito
- Zone 9: Stuck valve repaired – 335 Point Lobos

Notes

- Primary street shrub trimming remained on schedule.
- Clubhouse detailing completed, mowing and edging scheduled for next cycle.

Week of December 15 – December 19, 2025

CDD Services

- Mowed townhome side along Carlsbad Dr, Redondo Dr, Clemente Dr, and Simeon Dr.
- Mowed Ventura Dr, Montecito Dr, Monterey Dr, and all Clubhouse front, rear, and exterior wall areas.
- Mowed single-family side along Palos Verdes Dr, Point Lobos Dr, Mission Bay Dr, and Montecito Dr.
- Applied spray treatment to the Clubhouse front and main entrance.
- Trimmed ornamental grasses around lakes on both townhome and single-family sides.
- Completed ornamental grass trimming behind the pool and all remaining lake areas.

Irrigation Repairs

- Replaced faulty irrigation decoder for Zones 13 & 14 on the West Controller, restoring full operation.
- Repaired broken irrigation head at 690 Ventura Dr.

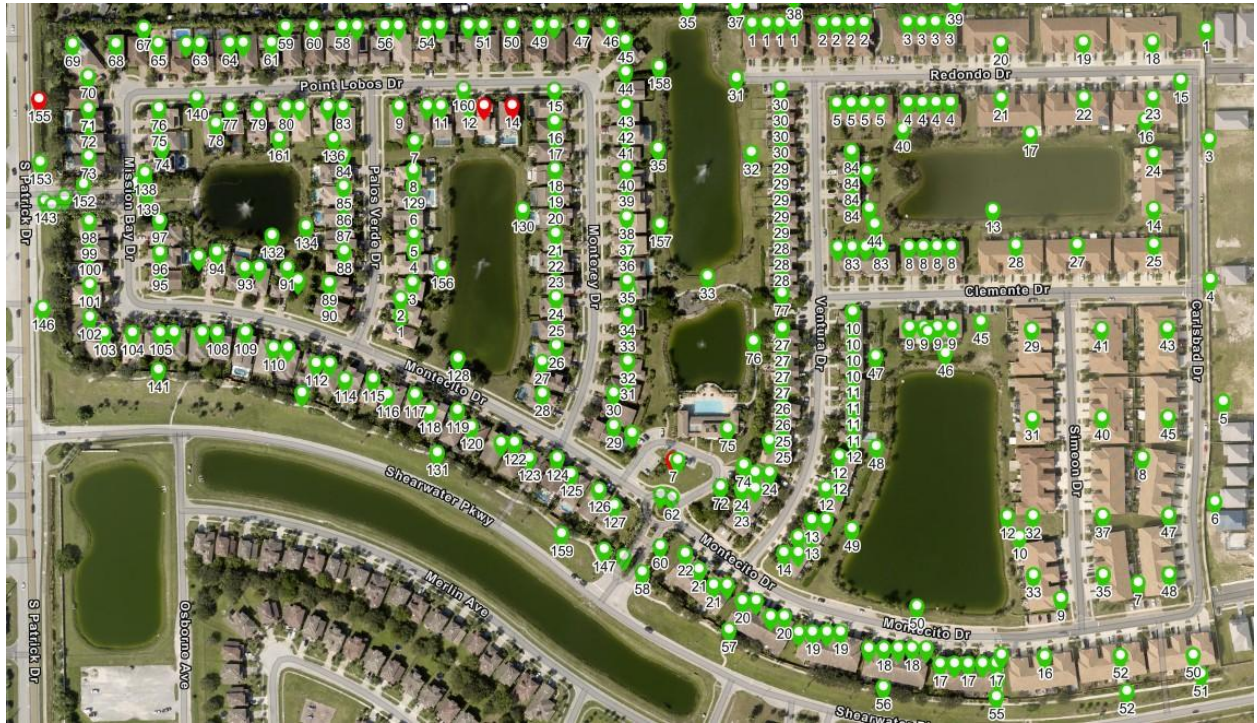
Irrigation System Update

- West Controller repairs completed and system functioning properly.
- Decoder replacement and valve repairs improved zone reliability and reduced system alerts.
- Ongoing monitoring will continue during regular service visits.

Notes & Upcoming Work

- Ornamental grass trimming around all lake areas is complete.
- Crews will resume standard mowing cycles and routine street-front maintenance.
- Continued focus on common area detailing and seasonal landscape upkeep.
- Follow-up irrigation checks will be performed as part of regular monitoring.\

Irrigation Map 12/19/25





Montecito Community Development District

Capital Projects Update



Montecito Community Development District

Discussion of Roof Update



Montecito Community Development District

Landscaping Lighting Proposals



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 9923

ADDRESS

Montecito Community

Development District

Montecito CDD

c/o Accounting

3501 Quadrangle Blvd, Suite

270

Orlando, FL 32817

DATE
12/02/2025

TOTAL
\$13,591.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/02/2025	Provide labor and material to install outdoor landscape lighting at Shearwater entrance.	1	0.00	0.00
12/02/2025	FX DX Transformer 300W Stainless Steel	5	0.00	0.00
12/02/2025	FX Surge Modules	7	0.00	0.00
12/02/2025	Intermatic Surge Protective Box 120/24V Single Phase	5	0.00	0.00
12/02/2025	Pro-Trade DBRY & Heat Shrink with Crimp Connectors	1	0.00	0.00
12/02/2025	Pro-Trade PAR36 Flood Light with Lamps and Mini Tree Mounts (Royal Palms)	30	0.00	0.00
12/02/2025	FX RS Up Light with Lamps (Robellini)	4	0.00	0.00
12/02/2025	FX RS Up Light with Lamps and Mini Mounts (Monument Columns)	4	0.00	0.00
12/02/2025	FX RS Up Light with Lamps and 12" risers (Monument)	2	0.00	0.00
12/02/2025	Outdoor Landscape Lighting Total	1	13,591.00	13,591.00

We appreciate the opportunity!

TOTAL

\$13,591.00

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

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Estimate 9926

ADDRESS

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE
12/02/2025

TOTAL
\$13,591.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/02/2025	Provide labor and material to install outdoor landscape lighting at Patrick entrance.	1	0.00	0.00
12/02/2025	FX DX Transformer 300W Stainless Steel	5	0.00	0.00
12/02/2025	FX Surge Modules	7	0.00	0.00
12/02/2025	Intermatic Surge Protective Box 120/24V Single Phase	5	0.00	0.00
12/02/2025	Pro-Trade DBRY & Heat Shrink with Crimp Connectors	1	0.00	0.00
12/02/2025	Pro-Trade Par36 Flood Light with Lamp and Mini Tree Mounts (Royal Palms)	30	0.00	0.00
12/02/2025	FX RS Up Light with Lamps (Robellini)	4	0.00	0.00
12/02/2025	FX RS Up Light with Lamps and Mini Mounts (Monument Columns)	4	0.00	0.00
12/02/2025	FX RS Up Light with Lamps and 12" risers (Monument)	2	0.00	0.00
12/02/2025	Outdoor Landscape Lighting Total	1	13,591.00	13,591.00

We appreciate the opportunity!

TOTAL

\$13,591.00

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdpxXv9W4GXoEAl/review>



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Landscape • Irrigation • Maintenance

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Estimate 9873

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Development District
Montecito CDD
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3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE
11/20/2025

TOTAL
\$4,734.80

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/20/2025	Provide labor and material to install new outdoor landscape lighting at front of clubhouse.	1	0.00	0.00
11/20/2025	*Clubhouse (1) FX DX 150W Stainless Steel Transformer (9) FX CORA CA-51 Accent lights with lamps (3) FX CORA CA-51 Surface Mounts (1) Intermatic Surge Protective box (3) FX Surge Modules (500') 12/2 wire & DBRY Connectors	1	4,734.80	4,734.80

We appreciate the opportunity!

TOTAL

\$4,734.80

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdpxXv9W4GXoEAI/review>



Montecito Community Development District

Discussion of Rule Making

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER TO UPDATE AND INCREASE THE ANNUAL USER FEE FOR NON-RESIDENTS; REVISE THE GENERAL FACILITY PROVISIONS OF THE AMENITY RULES TO REMOVE REFERENCES TO REGULATING FIREARMS, PROHIBIT THREATENING BEHAVIOR, AND REQUIRE PATRONS AND THEIR GUEST TO TREAT ALL USERS OF THE AMENITY FACILITIES IN A COURTEOUS AND RESPECTFUL MANNER; REVISE THE AMENITY RULES TO PROHIBIT CERTAIN ACTIVITIES ON THE NEW PLAYGROUND SURFACE; AMENDING THE AMENDED PARKING AND TOWING RULES TO REPLACE THE TERM “AMENITY MANAGER” WITH “GENERAL MANAGER”; AND TO DIRECT STAFF TO ADD PAGE NUMBERS TO THE PARKING AND TOWING RULES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

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

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

WHEREAS, on January 19, 2015, pursuant to Resolution 2015-05 the District Board of Supervisors approved the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, which Rules were subsequently amended pursuant to Resolutions 2019-01, 2024-02, 2024-03, 2024-05, and 2024-08 (collectively, the “Rules”), which Rules pertain and govern the use of the District’s lands and recreational facilities; and

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

WHEREAS, the District Board desires to amend the Amenity Rules to remove provisions pertaining to firearms that are pre-empted by state law, prohibit threatening behavior, and require Patrons and their Guests to be courteous and respectful to those working at or using the Amenity Facilities; and

WHEREAS, the District Board desires to further amend the Amenity Rules to protect the newly installed playground surface by prohibiting certain activities on such surface; and

WHEREAS, the District Board has determined that it is necessary to update the Parking and Towing Rules to provide for the correct use of the term, “General Manager” and to require the addition of page numbers to the published Parking and Towing Rules; and

WHEREAS, the District advertised a public hearing for _____, 2026, in order to hear and receive comments on the proposed changes and additions to the Amenity Rules and to the Parking and Towing Rules pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after the duly advertised public hearing held on _____, 2026 the District Board of Supervisors has determined that it is in the best interests of the District and the residents of and visitors to the District to adopt the amendments, changes, revisions, additions and deletions to the Rules as provided herein, and to incorporate the same into an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center and an updated version of the Parking and Towing Rules.

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

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

Section 2. The section of the Amenity Rules entitled “MONTECITO ANNUAL USER FEE” is hereby amended as follows:

MONTECITO ANNUAL USER FEE

The Annual User Fee for any Non-Resident is ~~\$1,600.00~~ \$ [REDACTED] per year (as stated in Exhibit “A”). This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non-Residents. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facility is not available for commercial purposes.

Section 3. Subsection (6) of the GENERAL FACILITY PROVISIONS of the Amenity Rules is amended as follows:

(6) Patrons and their Guest shall treat all staff members and others at or using the Amenity Facilities with courtesy and respect. Rude behavior will not be tolerated.

Seciton 4. Subsection (14) of the GENERAL FACILITY PROVISIONS of the Amenity Rules is amended as follows:

(14) ~~To the extent not pre-empted by the laws of the State of Florida, firearms or any other weapons are not permitted in any of the Amenity Facilities.~~ Patrons and their Guests shall not engage in threatening behavior or in a threatening manner towards staff members or any persons at or utilizing the Amenity Facilities.

Section 5. Subsection (8) is hereby added to the PLAYGROUND RULES of the Amenity Rules, as follows:

(8) Motorized and non-motorized bicycles, scooters, skateboards or similar items are prohibited on the poured-in-place playground surface.

Section 6. Exhibit A to the Amenity Rules, entitled "Schedule of Fees" is hereby amended to replace the Annual Non Resident User Fee with that which is provided in Section 2 of this Resolution.

Section 7. Each reference in the Parking and Towing Rules to the term, "Amenity Manager" shall be replaced with the term "General Manager" throughout said Parking and Towing Rules.

Section 8. Direction to District Counsel. District Counsel is directed to incorporate the amendments, changes, revisions, additions and deletions provided herein to create an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center and an updated version of the Parking and Towing Rules, and to circulate the same to the District Manager. District Counsel shall also add page numbers to the Parking and Towing Rules.

Section 9. Direction to District Manager. The District Manager is hereby directed to take all actions consistent with this Resolution. The District Manager shall include this adopted Resolution as part of the Official Records of Proceeding of the District, distribute the Amenity Rules and the Parking and Towing Rules as appropriate to affected parties and in accordance with Chapters 120 and 190, Florida Statutes, and post the Amenity Rules and the Parking and Towing Rules, as updated pursuant to this Resolution, on the District's website.

Section 10. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared

that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Montecito Community Development District, this ____ day of _____, 2026 (the “Effective Date”).

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Venessa Ripoll, Secretary

Mark Nehiba, Chairperson
Board of Supervisors



Montecito Community Development District

Update of Weather and Soil Monitoring Sensor





Montecito Community Development District

Discussion of Guest Participation Release and Waiver of Liability



**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Guest Participant Release and Waiver of Liability

The undersigned, being over the age of eighteen (18) years, and as a Guest utilizing portions of the Amenity Facilities to play Mahjong, cards, or similar activity (the “Activity”) hereby acknowledges that I have inspected (1) the area(s) where the Activity is to be conducted, and (2) the Amenity Facilities and surrounding District-owned recreational facilities located at 208 Montecito Drive, Satellite Beach, Florida, 32937, which include, but are not limited to, the swimming pool, sidewalks, walkways, restroom facilities, a fitness center, kitchen facilities, a playground, and other recreational facilities, buffer and landscaped areas, road rights-of-way, buffer tracts, storm water ponds, and other District-owned property (collectively, the “Amenity Facilities”). I understand and acknowledge that the Activity is an informal activity conducted by members and their guests and that the District does not sponsor, supervise, operate, or provide instruction for the Activity, and that such Activity is conducted independently of the District. In consideration of the permission granted to me to utilize the Amenity Facilities for the purpose of participating in the Activity, I hereby release, waive, indemnify, and hold harmless the District, its supervisors, officers, agents, employees, representatives, and volunteers from any and all liabilities, claims, demands, actions, suits, or judgments for loss, damage, or injury that I or my family may sustain by reason of or arising out of or in connection with my acts or omissions, negligence, participation in the Activity, use of the Amenity Facilities, or the acts, omissions, or negligence of other participants or third parties. I fully acknowledge and understand that I am fully responsible for my acts, omissions, and negligence.

I understand that the Activity is a recreational activity and that I am responsible for my own conduct while using the Amenity Facility. I further acknowledge that I am solely responsible for determining whether I am able to participate safely and in accordance with the District’s Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended.

I further understand that I am financially responsible for any damages incurred by the District and caused, in whole or in part, by my use of the Amenity Facilities.

DATE	PRINT Participant Name	DESCRIBE ACTIVITY	SIGNATURE Parent or Legal Guardian Signature	ARE YOU A MONTECITO CDD RESIDENT?



Montecito Community Development District

Ratification of Grau & Associates Engagement Letter



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 8, 2025

To Board of Supervisors
Montecito Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Montecito Community Development District, Flagler County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Montecito Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also provide a letter to management pursuant to the rules of the Auditor General for the State of Florida. The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, we will report the following: I) Current year findings and recommendations. II) Status of prior year findings and recommendations. III) Compliance with the Provisions of the Auditor General of the State of Florida. Our management letter will include a paragraph that states the report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of the District, and is not intended and should not be used by anyone other than these specified parties.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC, 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

Our fee for these services will not exceed \$4,500 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than February 15, 2026. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2025 must be provided to us no later than January 15, 2026, in order for us to deliver a draft audit to the District no later than February 15, 2026. If the draft is timely reviewed by management, the final audit will be provided no later than March 15, 2026.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of

all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Montecito Community Development District and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Montecito Community Development District.

By: Mark Nehiba

Title: Chairman

Date: December 18, 2025



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791



Montecito Community Development District

Update on Perimeter Wall

From: Tom DeGrace <tdegrace@ct-eng.com>
Sent: Thursday, December 4, 2025 5:56 PM
To: Venessa Ripoll <ripollv@pfm.com>
Cc: Rich Adams <richadams435@gmail.com>; Gazmin Kerr <kerrg@pfm.com>; Kishanally Wagner <kwagner@bermancorp.com>; Stef Matthes <smatthes@ct-eng.com>
Subject: 23-127 Montecito CDD - Wall photos

ALERT: This message is from an external source. BE CAUTIOUS before clicking any link or attachment

Venessa,

Based on our review of the photos of the wall that were provided, the cracks appear to be superficial and limited to the stucco venier.

If there is still a concern, we can look into retaining a structural engineer that would be more suitable for a deeper investigation.

Please let us know.

Thanks.

Tom



Thomas DeGrace, PE
Senior VP of Engineering
[Culpepper and Terpening, Inc.](http://CulpepperandTerpening.com)









Montecito Community Development District

**Ratification of Payment Authorization Nos.
48 - 49**

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #48

11/25/2025

Invoice No	Supplier	Invoice Date	Fiscal Year	Invoice Amount
245558	Brevard Pools, Inc. (MONTE)	11/24/2025	FY 2026	54.92
14489139	City of Melbourne Utilities (MONTE)	11/26/2025	FY 2026	185.77
102782	Culpepper & Terpening, Inc. (MONTE)	11/20/2025	FY 2026	5,721.42
30285	Lock Haven Locksmith (MONTE)	11/19/2025	FY 2026	196.00
139322	PFM Group Consulting LLC (MONTE)	11/24/2025	FY 2026	7,000.00
DM-11-2025-46	PFM Group Consulting LLC (MONTE)	11/06/2025	FY 2026	4,166.67
OE-EXP-09-2025-15	PFM Group Consulting LLC (MONTE)	09/03/2025	FY 2025	3.54
OE-EXP-10-2025-20	PFM Group Consulting LLC (MONTE)	10/06/2025	FY 2025	0.74
27919	ProGreen Services, LLC (MONTE)	11/19/2025	FY 2026	247.50
27921	ProGreen Services, LLC (MONTE)	11/19/2025	FY 2026	351.75
618236	Sonitrol of Tallahassee (MONTE)	11/12/2025	FY 2026	79.00
619222	Sonitrol of Tallahassee (MONTE)	11/25/2025	FY 2026	612.09
Total:				18,619.40

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #49

12/9/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
93269	Berman Construction LLC (MONTE)	12/01/2025	Montecito CDD	10,202.87
93274	Berman Construction LLC (MONTE)	12/01/2025	Montecito CDD	677.25
246330	Brevard Pools, Inc. (MONTE)	12/01/2025	Montecito CDD	1,003.00
2025.12.03	Debra Reitz (MONTE)	12/03/2025	Montecito CDD	200.00
3452	Insight Irrigation Monitoring (MONTE)	12/01/2025	Montecito CDD	600.00
3476	Insight Irrigation Monitoring (MONTE)	12/04/2025	Montecito CDD	450.00
0643	Modern Automation Systems LLC (MONTE)	11/21/2025	Montecito CDD	650.00
DM-12-2025-48	PFM Group Consulting LLC (MONTE)	12/01/2025	Montecito CDD	4,166.67
2025.12.03	Rich Wellman (MONTE)	12/03/2025	Montecito CDD	200.00
PSI222588	Solitude Lake Management (MONTE)	12/01/2025	Montecito CDD	1,268.80
622349	Sonitol of Tallahassee (MONTE)	12/05/2025	Montecito CDD	79.00
Total:				19,497.59



Montecito Community Development District

Review of District Financial Statements
(provided under separate cover)



Montecito Community Development District

General Manager



Montecito Community Development District

General Manager Report

Montecito CDD

208 Montecito Drive, Satellite Beach, Florida

321-777-9460

General Manager: Kisha Wagner

**December Monthly Report
January Meeting**

Admin Report: Pending Items / Updates

Clubhouse and Pool Deck

- **Social Committee Event:** Christmas event.
-

Sidewalks Repair

- Rose Paving – In process 12/23/2025

Pavers Repair (CDD)

- **Status:** Rose Paving rescheduled due to the holidays

Landscape Lighting

- **Quotes Received From:**
 - Elite Lighting
 - ProGreen

Clubhouse Furniture

- **Status:** All furniture has been installed. In process to obtain decorations.

- The old furniture was picked up by Humane Society

Community Light Pole

- **Status:** All light poles have been painted.

Storm Drain Concrete

- **Status:** Repaired on 12/23.