

Montecito Community Development District

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The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday May 6, 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/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:
 - April 1, 2026 Board of Supervisors Meeting Minutes

Vendor Report

- ProGreen Services LLC Monthly Executive Summary
 - Review of ProGreen Services LLC Proposals
 - Discussion and Consideration of Playground Fence Quote
- District Counsel
- District Engineer

Old Business Matters

2. Capital Project Updates (*provided under separate cover*)
3. Discussion of Rule Making
 - Review and Consideration of Resolution 2026-04, Amending The Adopted Rules, Policies, And Fees For The Montecito Amenity Center
4. Discussion of Reserve Analysis
5. Discussion of Berman Corporation's Management Contract

New Business Matters

6. Consideration of Resolution 2026-05, Designating Board Member Seats for the Upcoming General Election 2026
7. Ratification of Payment Authorization Nos. 61-62
8. Review of District Financial Statements

Staff Reports

- District Manager
 - Next Meeting: June 3, 2026
- General Manager
 - General Manager's Report
 - Janitorial Proposal

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

**Review and Consideration of the April 1, 2026
Board of Supervisors Meeting Minutes**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, April 1, 2026
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	(via phone)
Rich Wellman	Vice Chairperson	

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC	
Gazmin Kerr	ADM – PFM Group Consulting LLC	(via phone)
Rick Montejano	District Accountant- PFM Group Consulting LLC	(via phone)
Michael Pawelczyk	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A.	
Thomas Degrace	District Engineer – Culpepper & Terpening, Inc.	(via phone @9:33 a.m.)
Kisha Wagner	General Manager - Berman	
Eddie Padua	Berman	
Rusty Kahoe	Progreen	
Zac Carr	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.

District Staff were introduced.

The Pledge of Allegiance was recited.

Public Comment Period

Residents commented regarding the parking rules.

A resident, Mr. Henson, commented regarding the landscaping and noted the ponds are becoming less visible. He recommended cleaning the landscaping out around them.

There was brief discussion regarding the parking rules and violations.

There were no further public comments at this time.

Administrative Matters

Review and Consideration of the:

- **March 4, 2026, Board of Supervisors Meeting Minutes**
- **March 4, 2026, Board of Supervisors Workshop Meeting Minutes**

The Board reviewed the minutes.

On motion by Ms. Reitz, seconded by Mr. Wellman, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the March 4, 2026, Board of Supervisors Meeting Minutes and the March 4, 2026, Board of Supervisors Workshop Meeting Minutes.

Vendor Report

**ProGreen Services LLC
Monthly Executive
Summary**

- **Review of ProGreen Services LLC Proposals**
- **Discussion and Consideration of Playground Rock Installation Quote**

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

There was brief discussion regarding the removal of the dead plant material, including dead palms. It was noted that project will start next week, but the palms can wait for possible regrowth.

Mr. Carr noted the verge area project will start within the next month. It was noted rain would help to use less irrigation.

There was brief discussion regarding the tree trimming timeline.

Ms. Wagner reviewed the tree trimming proposal.

There was brief discussion regarding the tree trimming budget.

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 tree trimming proposal by Progreen in the amount of \$28,000.00.

Progreen will provide options for the playground rock installation and landscape design at the next meeting. There was brief discussion regarding the landscape design. This item will be kept on the agenda.

Mr. Carr gave an overview of dead palm removal estimates.

There was brief discussion regarding the estimates.

On motion by Mr. Wellman, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Dead Palm Removal Proposals by Progreen, Estimates #10787 and #10788, in the amount of \$500.00.

District Counsel

There was no report at this time.

District Engineer

Mr. Degrace noted he needs updated water testing, and the well meters need to be calibrated for resubmission of the CUP. It was noted the meter calibration can be completed by Hoover. Solitude will complete the water testing. Ms. Wagner will follow up.

There was brief discussion regarding the water testing.

SECOND ORDER OF BUSINESS

General Business Matters

Capital Project Updates

Ms. Ripoll gave an overview of the updated capital improvement projects.

Mr. Wellman recommended having a Capital Improvement Plan that extends over five to ten years. It was noted this will be discussed later in the agenda.

Discussion of Rule Making

- **Review and Consideration of Resolution 2026-01, Amending The Adopted Rules, Policies, And Fees For The Montecito Amenity Center**

Ms. Ripoll noted updates have been made and the Public Hearing will have to be noticed according to Florida Statutes. The date will have to be adjusted within the resolution once the Public Hearing date is finalized.

The Board reviewed the updates. It was noted the Public Hearing will be held at the June meeting. This will also include the Public Hearing on the budget.

A resident commented regarding the parking policy updates.

There was brief discussion regarding the parking policy updates. It was noted the updates apply to the Amenity Center only.

It was noted the resolution is listed on the District's website and within the agenda.

Review and Consideration of HVAC Preventative Maintenance Quote

Ms. Ripoll gave an overview of the current agreement. It was noted preventative maintenance is a separate quote.

Ms. Wagner gave an overview of the proposal received but noted she is waiting for one more that is forthcoming.

There was discussion regarding the proposals, the number of units, and the scope of work included.

On motion by Ms. Glynn, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District approved a not-to-exceed amount of \$111.00 per unit per visit, twice a year, for HVAC Preventative Maintenance, and authorized the Chair to have final execution.

Review and Consideration of Oasis Landscape Quote

Ms. Ripoll gave an overview of the quote and noted it is for multiple areas of paver issues. It was noted there was a violation letter sent out to a resident regarding parking a truck on the pavers, which now needs replacement.

There was discussion regarding the paver issues, locations, and the violation. Ms. Wagner noted she has contacted the towing company regarding the truck.

District Counsel noted a demand letter can be sent to the resident for the repair cost. There was brief discussion regarding litigation and possible suspension of privileges.

The Board reviewed the rules related to damage of District property. District Management and District Counsel will follow up and send a demand letter with invoices attached.

Discussion of Reserve Analysis

Ms. Ripoll gave an overview of the proposal to provide an updated reserve study analysis with updated costs.

There was discussion regarding the reserve study analysis and the need to update it.

Mr. Montejano noted the process provided by the vendor provides a continuous way to update the reserve study analysis. He recommended having the vendor provide a

demonstration for the Board and to request information from other CDD's who have used the vendor.

There was brief discussion regarding the licensing fee and overall cost. Mr. Montejano noted it is \$2,500.00 annually.

Mr. Montejano will follow up. Ms. Glynn will be the Board liaison for the project.

This item will be kept on the agenda.

Discussion of Berman Corporation's Management Contract

Mr. Nehiba gave an overview and noted there have been various issues. He recommended canceling Berman's contract.

Ms. Ripoll noted she has spoken with Berman and gave an overview of the recommended changes. Ms. Wagner and Emerson would take over the majority of the work orders, while Berman would maintain control of the payroll.

There was discussion regarding Amenity Center coverage whenever Ms. Wagner or Emerson are not available.

There was also discussion regarding Berman's contract and payroll responsibility. It was noted there is a 30-day termination clause.

On motion by Mr. Wellman, seconded by Mr. Nehiba, motioned to terminate the Berman Corporation's Management Contract with 30-day notice. No vote was taken. Motion was withdrawn.

There was discussion regarding the termination and the cost savings related to that termination. It was noted that termination will require someone to be available to provide coverage at the Amenity Center when needed.

It was noted an outside payroll company has been used in the past. District Counsel and District Management will follow up with payroll providers and more information.

This item will be kept on the agenda.

**Ratification of Payment
Authorization Nos. 56-60**

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 and have been reviewed by Ms. Glynn and Mr. Montejano.

On motion by Mr. Wellman, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District ratified Payment Authorization Nos. 56-60.

**Review of District Financial
Statements**

Ms. Ripoll stated the financials are as of February 2026.

Mr. Wellman commented regarding the budget to actual and assessment tax roll. Mr. Montejano gave an overview.

Mr. Wellman also commented regarding the sidewalk repair. It was noted this was not previously in the budget, but was requested as an addition.

There was brief discussion regarding clarification of projects within the budget line items.

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.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Manager -

Ms. Ripoll reminded the Board that the next meeting is May 6, 2026, 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 maintenance employee is doing a great job.

Ms. Wagner noted the new AED machine has been received and will be installed. The pressure washing machine has been purchased and delivered. The gate has been repaired and is now working.

Ms. Wagner is getting quotes to powder coat the pool furniture. Mr. Wellman will send previous vendor information to Ms. Wagner.

There was brief discussion regarding the powder coating timeline and cost.

Ms. Wagner is getting quotes for the light pole bases. The light pole ID tags have been received and will be placed with the help of Mr. Wellman. Ms. Wagner also noted she has received the inventory stickers.

It was noted that the townhomes’ mailbox kiosk is getting touched up.

There was brief discussion regarding the damage done by Rose Paving. There has been no response from the vendor and payment has not been made. District Counsel will send a letter to Rose Paving regarding the contract.

The Board reviewed the playground landscape fencing photo provided by Progreen. Mr. Nehiba will follow up.

It was noted Emerson will be taking care of the pressure washing on the sidewalks, instead of using outside vendors.

There was brief discussion regarding the pavers proposal received. It was noted this will be deferred until the resident demand letter is sent.

Supervisors Requests & Audience Comments

A resident noted she submitted two ticket requests regarding a silver truck on Redondo.

There was brief discussion regarding the truck and parking violation. Ms. Wagner will follow up.

It was noted the sidewalk pressure washing will be as needed.

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. Wellman, seconded by Mr. Nehiba, with all in favor, the Montecito Board of Supervisors CDD adjourned the April 1, 2026, Board of Supervisors' meeting at 11:28 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Montecito Community Development District

ProGreen Services LLC Monthly Executive Summary

- Review of ProGreen Services LLC Proposals**
- Discussion and Consideration of Playground
Fence Quote**

Montecito CDD
Monthly Landscape Maintenance Report
April 2026

Overview:

Landscape maintenance services for Montecito CDD and HOA were completed on a bi-weekly schedule throughout April. In addition to routine maintenance, crews performed several enhancement tasks including plant replacements, sod installation, detailed trimming, and annual tree maintenance across the community.

Maintenance Services Performed:

- Mowing, edging, and line trimming across all HOA and CDD areas
 - Debris cleanup and blowing of sidewalks, curbs, and common areas
 - Shrub and hedge trimming throughout the community
 - Detailed trimming along major roadways and residential sections
 - Property-wide inspections during each visit
-

Detailed Work Completed (April 2026):

Early Month (4/1 – 4/9):

- 4/1: Mowed single-family areas including Monterey Dr, Point Lobos Dr, and Palos Verdes Dr
- 4/2: Mowed Mission Bay Dr and Montecito Dr; trimmed inside the west pump station and along Carlsbad Dr
- 4/6: Trimmed front and rear of clubhouse, entrance, and circle area
- 4/7: Removed and replaced dead plants at clubhouse entrance and center circle
- 4/8: Trimmed landscaping along Carlsbad Dr and Simeon Dr
- 4/9: Completed trimming on Ventura Dr and general property debris pickup

Mid-Month (4/13 – 4/16):

- Mowed townhome areas along Carlsbad Dr and Clemente Dr

- Mowed Ventura Dr, Montecito Dr, clubhouse front, and perimeter wall areas
- Mowed single-family sections including Monterey Dr, Palos Verdes Dr, and Point Lobos Dr
- Completed mowing on Mission Bay Dr and Montecito Dr

Enhancement Work (4/20 – 4/22):

- Prepared areas for sod installation at:
 - 688 Ventura Dr (front and rear)
 - 153 Montecito Dr
 - 155 & 157 Montecito Dr
- Installed new sod at:
 - 688 Ventura Dr
 - 153 Montecito Dr

Late Month (4/23 – 4/27):

- Continued trimming on Ventura Dr and clubhouse areas including lake perimeter
 - Completed trimming on north side of Ventura Dr
 - Final trimming performed along Clemente Dr
-

Tree Maintenance Update:

- Annual palm and oak trimming for all CDD-maintained areas was completed during the month
 - Crews are currently continuing work on individual homeowner palm trimming requests as scheduled
-

Irrigation & Site Conditions:

- Irrigation was monitored and adjusted as needed based on weather and site conditions
- No major irrigation issues were reported during this period

- New sod areas will require continued monitoring to ensure proper establishment
-

Summary:

The Montecito community was successfully maintained under the bi-weekly service schedule while also completing multiple enhancement and annual maintenance projects. Highlights include plant replacement at the clubhouse, sod installation at several residential locations, and completion of annual palm and oak trimming within CDD areas.

As seasonal growth increases continued monitoring of turf health, irrigation performance, and newly installed sod will be important to maintain overall landscape quality.



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5301 10th Ave N
Greenacres, FL 33463-2054
+18883774144
PGAR@progreenservices.net
www.progreenservices.net

Estimate 10846

ADDRESS Gregory Mellett 199 Montecito Dr, Satellite Beach, FL 32937 516-697-4167	DATE 04/03/2026	TOTAL \$2,550.00
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DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Removal, preparation, and installation of new sod in designated areas of the property, including side yard sections. Scope includes light grading as needed, soil prep for proper establishment, delivery of materials, installation, and site cleanup.	1	0.00	0.00
	Side of Home Approx. 17 x 69 Supply and install 3 pallets of Zoysia sod \$1950	1	2,550.00	2,550.00
	Labor and Site Preparation (includes removal of existing turf as needed, soil prep, grading, installation, and cleanup) \$600			

TOTAL	\$2,550.00
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THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.
<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5301 10th Ave N
Greenacres, FL 33463-2054
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Estimate 11003

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD c/o Accounting 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817	04/22/2026	\$1,150.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Scope of Work – Playground Fence Barrier Installation Project Objective: Install a reinforced welded wire barrier along the bottom of the existing playground fence to prevent objects from passing underneath and entering the adjacent lake.	1	0.00	0.00
	Scope of Work – Playground Fence Barrier Installation Project Objective: Install a reinforced welded wire barrier along the bottom of the existing playground fence to prevent objects from passing underneath and entering the adjacent lake.	1	0.00	0.00
	Materials & Cost Breakdown Item Quantity Unit Cost Total Everbilt Welded Wire Fencing Rolls 2 \$80.00 \$160.00 Concrete (Bags for Footings) Allowance \$75.00 \$75.00 Heavy-Duty Fence Connectors/Clamps Allowance \$65.00 \$65.00 Materials Subtotal: \$300.00	1	300.00	300.00
	Labor, Installation & Cleanup Professional installation, anchoring, and reinforcement Equipment usage and transport Site preparation and final cleanup Labor & Installation Total: \$850.00	1	850.00	850.00

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Notes Installation is based on current site conditions and assumes standard access to fence line Any unforeseen conditions (rock, root obstructions, or fence repairs) will be communicated prior to proceeding Concrete placement will be used as needed to ensure long-term stability and performance Work will be scheduled based on weather and site availability	1	0.00	0.00

TOTAL \$1,150.00

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



Montecito Community Development District

District Counsel



Montecito Community Development District

District Engineer



Montecito Community Development District

Capital Project Updates
(provided under separate cover)



Montecito Community Development District

Discussion of Rule Making

- Review and Consideration of Resolution
2026-04, Amending The Adopted Rules,
Policies, And Fees For The Montecito
Amenity Center**

RESOLUTION 2026-___

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 (THE "AMENITY RULES") 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 GUESTS TO TREAT ALL USERS OF THE AMENITY FACILITIES IN A COURTEOUS AND RESPECTFUL MANNER; AND REVISE THE AMENITY RULES TO PROHIBIT CERTAIN ACTIVITIES ON THE NEW PLAYGROUND SURFACE AND WITHIN THE PLAYGROUND AREA; AMENDING THE AMENDED PARKING AND TOWING RULES (THE "PARKING RULES") TO REPLACE THE TERM "AMENITY MANAGER" WITH "GENERAL MANAGER"; REVISING SECTION 1.2 OF THE PARKING RULES, ENTITLED "DISTRICT PARKING LOTS OR AREAS" TO CLARIFY AMENITY CENTER PARKING, PROVIDE FOR TEMPORARY OVERNIGHT PARKING PERMITS, AND PROVIDE FOR OVERFLOW PARKING; REVISING SECTION 1.5 OF THE PARKING RULES, ENTITLED "ENFORCEMENT" TO ADD PROVISIONS RELATING TO AND MANDATING RESIDENT VEHICLE REGISTRATION AND VEHICLE STICKERS; CREATING THE SIGNAGE RULES FOR DISTRICT PROPERTY, GOVERNING AUTHORIZED SIGNAGE ON DISTRICT PROPERTY AND PROHIBITING ALL OTHER SIGNAGE; REFERRING TO THE RULE CHANGES HEREIN AS RULE 2026- ; AND DIRECTING 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 “Amenity Rules”), which Amenity 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, on March 19, 2012, pursuant to Resolution 2012-01 the District Board of Supervisors approved the Parking and Towing Rules, which rules were subsequently amended pursuant to Resolutions 2019-01 and 2020-03 (collectively, the “Parking Rules”), which Parking Rules provide for certain parking and towing rules throughout the District; and

WHEREAS, the District Board has determined that it is necessary to update the Parking Rules to provide for the correct use of the term, “General Manager,” adjust overnight parking within the Amenity Center parking lot, provide for overflow parking, provide for an extended guest pass, mandating resident vehicle registration and vehicle stickers, and to require the addition of page numbers to the published Parking and Towing Rules; and

WHEREAS, the District Board has further determined that it is necessary to provide the authorization for certain signage on District –owned property, including signage relating to open houses and siange notifying the community of events sponsored by an HOA Social Committee, while prohibiting other signage on District-owned property (collectively, the “Signage Rules”); and

WHEREAS, the District advertised a public hearing for April 1, 2026, in order to hear and receive comments on the proposed changes and additions to the Amenity Rules and to the Parking Rules, and creating the Signage Rules, pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after the duly advertised public hearing held on April 1, 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, an updated version of the Parking and Towing Rules, and inclusive of the Signage 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~~ \$3,000 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.

Section 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 and within the fencing enclosing the playground. Patrons shall use the bicycle racks located outside the fenced area of the playground.

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 Rules to the term, “Amenity Manager” shall be replaced with the term “General Manager” throughout said Parking and Towing Rules.

Section 8. Section 1.2 of the Parking Rules, entitled “District Parking Lots or Areas” is hereby amended, as follows:

1.2 District Parking Lots or Areas.

1.2.1 Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Amenity Center parking lot and Parking Areas throughout the community on District property. Parking within the Amenity Center parking lot shall be on a first come, first served basis ~~for individuals utilizing the Amenity Center during Amenity Center operating hours. Notwithstanding, overnight parking at the Amenity Center, defined as parking in the Amenity Center parking lot when the Amenity Center is closed, of those non-commercial vehicles authorized to or not prohibited from parking on the Right-of-Way is permitted for a time period not to exceed 72 hours.~~ No trailers shall be parked in the Amenity Center parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.

1.2.2 The District shall designate up to five (5) parking spaces within the Amenity Center parking lot that are to be made available, by permit issued by the District, for temporary overnight parking to a specific vehicle. Patrons may request temporary overnight parking permits from the General Manager of the District, who may issue no more than three (3) permits per month per vehicle. Temporary overnight parking permits are valid for three (3) consecutive nights, commencing at 8:00 AM on the first day and concluding at 8:00 AM on the third day. Any vehicle parking overnight in the Amenity Center Parking lot in excess of the permit period or without a valid temporary parking permit shall be subject to towing as provided in Section 1.5.1 of these District Parking and Towing Rules. Notwithstanding, the Board of Supervisors may, by resolution and for no more than sixty (60) consecutive days, designate additional spaces within the Amenity Center parking lot for temporary permit parking

1.2.3 Overflow parking in the grassed areas immediately adjacent to the Amenity Center and so designated by District signage for overflow parking shall be permitted provided that the vehicle is parked during the hours the Amenity Center is open to the public and the paved Amenity Center parking lot is full. All

vehicles lawfully parked in the overflow parking areas shall be removed prior to the closing time for the Amenity Center or otherwise be subject to towing as provided in Section 1.5.1 of these District Parking and Towing Rules.

Section 9. Section 1.5 of the Parking Rules, entitled “Enforcement” is hereby amended to add Section 1.5.3, entitled “Vehicle Registration Program,” as follows:

1.5.3 Vehicle Registration Program. The District may, by Resolution of the Board of Supervisors of the District, authorize the use of a resident vehicle registration program, which, when implemented may mandate that all vehicles registered to or owned by residents in the District shall obtain a resident sticker that shall be affixed to the vehicle for as long as the resident resides within the District. Any fees for such resident stickers shall be set forth in the Resolution, which shall be approved after a public hearing before the District Board of Supervisors.

Section 10. The Montecito Community Development District Signage Rules for District Property are hereby adopted, as follows:

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
SIGNAGE RULES FOR DISTRICT PROPERTY**

Adopted April [redacted], 2026 (Resolution 2026-[redacted])

2.0 Signage Rules for District Property. The rules and regulations of this Section 2.0 are hereby adopted by the Montecito Community Development District (the "District") and shall be referred to as the "Signage Rules for District Property" or the “Signage Rules.”

2.1 Purpose. The purpose of this policy is to establish clear guidelines regarding the placement of signs on District-owned property. These standards ensure consistency, maintain community aesthetics, and protect District-owned lands from unauthorized or damaging use.

2.2 General Policy. No signs of any type or size may be placed on District property under any circumstances, except as expressly permitted by the Signage Rules.

2.3 Authorized Exceptions.

2.3.1 Realtor Open House Signs. Realtors may temporarily place signage related to an Open House under the following conditions:

2.3.1.1 One (1) Open House sign may be placed within the District-owned verge (a/k/a, the swale) directly in front of the residence hosting the Open House.

2.3.1.2 No more than four (4) directional arrow signs may be placed on District-owned property, other than the verge in front of other residential properties, to guide visitors to the Open House.

2.3.1.3 Signs may only be displayed on the day of the Open House. Signs may be posted for no longer than four (4) hours between the hours of 11:00 AM - 3:00 PM. All signs must be removed immediately at the conclusion of the four-hour period, or the conclusion of the Open House, if sooner.

2.3.1.4 Realtors shall obtain written approval from the General Manager of the District or her or his designee at least five (5) working days prior to the scheduled Open House.

2.3.2 HOA Social Committee Event Signs. The HOA Social Committee may display signs on District-owned property, other than the verge in front of other residential properties, promoting HOA-sponsored events under the following conditions:

2.3.2.1 Event announcement signs may be placed on District-owned property no earlier than one (1) week before the date of the scheduled event.

2.3.2.2 All signs must be removed within twenty-four (24) hours after the event concludes.

2.3.2.3 The Social Committee shall obtain written approval from the General Manager of the District at least two (2) weeks prior to the event for both the event itself and the specific locations where signs will be placed.

2.4 Enforcement. Unauthorized signage placed on District-owned property may be removed and discarded by the District without notice. Repeat violations may result in further administrative enforcement actions as permitted by District regulations and governing documents, including, but not limited to, the suspension by the General Manager or the District Manager of privileges at any or all District Amenity Facilities in accordance with the rules pertaining to Suspension and Termination of Privileges as set forth in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended from time to time.

Section 11. 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 12. 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 13. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. 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 15. 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 April, 2026 (the “Effective Date”).

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Venessa Ripoll, Secretary

Mark Nehiba, Chairperson
Board of Supervisors



Montecito Community Development District

Discussion of Reserve Analysis

MONTECITO COMMUNITY DEVELOPMENT DISTRICT



Infrastructure Reinvestment Planning



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For Your Community**

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FCS MISSION - ATTENTION TO DETAIL

**Welcome to FCS Management Group, a
veteran, family-owned company.**

**Our dedicated team is committed to
ensuring that every aspect of your
community gets the attention it deserves.**

**[Howard "Mac" McGaffney]
President**



Community CIP Specialists



Effective Communications

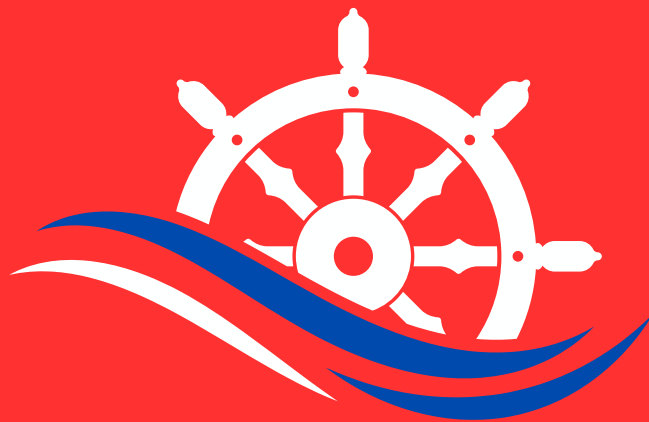


Exceptional Service



EXPERIENCED LEADERSHIP

- **18 Years - Community Management Specialist**
 - **Amenity & Operations and Maintenance**
 - **District Management**
 - **Capital Improvement Planning Professional**
 - **Budgeting**
 - **Data Analysis**
 - **Consulting**
- **30 Years Facilities Management Experience**
 - **Residential & Commercial**
 - **Industrial**
 - **Retail**
 - **Military**



INFRASTRUCTURE REINVESTMENT PLANNING

THREE COMPONENTS TO A SUCCESSFUL PLAN

OPERATIONAL

Knowing your infrastructure needs

RELIABLE

Evaluating and updating your plan annually

INTENTIONAL

Strategic funding and management of your reserves

**WHAT GETS WRITTEN
IS
WHAT GETS DONE!**
"Howard (Mac) McGaffney"



METHODOLOGY

FCS methodologies help to distinguish between Operations & Maintenance (O&M) expenses and Capital Expenses (CapEx). We identify costs related to day-to-day operations versus larger repair and replacement of infrastructure.

O&M expenses are budgeted for in the General Fund (O&M budget) and are related to annual administrative and operations activities. Example: management fees, contractual fees, utility expenses, repairs and other materials. Funding for these expenses in the General Fund budget is necessary for maintaining operations throughout the year.

Capital expenses involve improving physical assets. Example: pool equipment, replacing the amenity center roof, street or parking lot asphalt resurfacing, pond bank restoration. Infrastructure reinvestment expenses typically have a longer useful life and may require a short-term and long-term infrastructure reinvestment plan due to higher costs.

Funding for both O&M and Capital expenses is critical. Maintaining operational efficiency and investing in future growth is often challenging. Balancing infrastructure funding needs and the public desire to keep assessments low is equally challenging.

FCS has created a budgeting and planning tool which helps the Board organize, prioritize and monetize capital expenses and as a positive note, it provides residents with validation of what their assessments are paying for.

ANALYSIS & ACTION

FCS will review the District's prior capital reserve study, using it as the beginning inventory or list of assets. We will then perform an on-site analysis and evaluation of the assets.

As part of the evaluation, we would respectfully request to be provided with 2 access cards, so we can enter the Amenity Center and other District properties, allowing us to come and go as needed during regular operating hours. We will return those access cards at the end of our evaluation period.

We would respectfully request the District to provide a written list of additional infrastructure or capital assets that were purchased after the the last reserve study was performed.

FCS will update the asset list and include any other items that were identified during our onsite review.

STRATEGIC PLANNING TOOL

A well-structured approach to both the short-term and long-term planning for your community infrastructure, will balance operational effectiveness with strategic funding goals.

After the evaluation period, FCS will create a customized short-term and long-term infrastructure reinvestment tool for the Board to use for planning and budgeting.

This strategic tool suggests minimum funding levels and factors in an adjustable inflationary percentage. As a living document, it can be revised to reflect real-time needs, prioritize replacement items, and provide the Board the flexibility it needs to move items to a different year, based on current needs or updated evaluations by your on-site team, District Manager, District Engineer, or other contractors evaluations

PRICING INFRASTRUCTURE REINVESTMENT CONSULTANT

2026 Flat Fee = \$2,500

- **FCS normal fee for this services is \$10,000, but because of the good relationship with the CDD, the Board and District Manager, we have reduced this fee.**
- **Review schedule of assets from the prior Reserve Study**
- **Perform onsite inspection identifying current and new assets**
- **Update the District's schedule of assets, values and useful life**
- **Create a customized Infrastructure Reinvestment Planning Tool for the District**
- **Includes the current year Licensing Fee**

Annual Licensing Fee = \$2,000

- **Continued access of the Infrastructure Reinvestment Tool**
- **Technical support and updates**
- **Renews January of every year**

Optional Hourly Community Consulting Fee Hourly Rate = \$150 / Hour

- **To provide expertise, evaluations and other services to Boards**
- **Specialist in Community Operations**

Thank you for the opportunity to serve you and your community !



"Attention to Detail"



Montecito Community Development District

Discussion of Berman Corporation's Management Contract

From: [Venessa Ripoll](#)
To: [Gazmin Kerr](#); [Rick Montejano](#)
Subject: FW: Update on Payroll & HR Services for Montecito CDD
Date: Wednesday, April 15, 2026 11:08:59 AM
Attachments: [image001.png](#)

From: Samantha Sharenow <samantha@bermancorp.com>
Sent: Wednesday, April 15, 2026 8:53 AM
To: Venessa Ripoll <ripollv@pfm.com>
Cc: Eddie Padua <epadua@bermancorp.com>
Subject: Update on Payroll & HR Services for Montecito CDD

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

Good morning,

I hope you're doing well.

After careful consideration, and at the guidance of our President and legal team, we've determined that we are unable to take on the liability associated with providing payroll, workers' compensation, tax, and insurance services for the employees.

That said, we want to ensure a smooth transition. We are happy to continue providing these services for up to 45 days while you arrange for a new solution. Our People Ops Manager is also available to work closely with your team or any designated provider to coordinate payroll cycles and support the transition as needed.


We truly appreciate the opportunity to have worked with you on the Montecito CDD. It's been a pleasure, and should your needs change in the future or the scope evolve, we would be more than happy to assist again.

Please let us know how you would like to proceed.

Thank you,

Well Being Notice: Receiving this email outside of normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please feel free to respond during normal working hours when it works for you.

Samantha Sharenow
Executive Vice
President



Office: 407.522.7140 x702
Fax: 866.575.5341
Direct: 848.992.8357
www.bermancorp.com



BERMAN



Montecito Community Development District

**Consideration of Resolution 2026-05,
Designating Board Member Seats for the
Upcoming General Election 2026**

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE BREVARD COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT’S GENERAL ELECTION

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 entirely within Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”) seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Brevard County Supervisor of Elections to conduct the District’s General Elections.

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

Section 1. The Board is currently comprised of the following individuals: Debra Reitz, Mark Nehiba, Rich Adams, Tanja Glynn, Rich Wellman.

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1	Debra Reitz	11/2028
Seat 2	Mark Nehiba	11/2028
Seat 3	Rich Adams	11/2028
Seat 4	Tanja Glynn	11/2026
Seat 5	Rich Wellman	11/2026

Section 3. Seat 4, currently held by Tanja Glynn, and Seat 5 currently held by Rich Wellman are scheduled for the General Election in November 2026.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2026 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District's General Elections on the ballot of the 2026 General Election. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

PASSED AND ADOPTED THIS 6TH DAY OF MAY 2026.

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY



Montecito Community Development District

**Ratification of Payment Authorization
Nos. 61 – 62**

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #61

3/18/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
10342	Longhorn Roofing & Constructio (MONTE)	03/13/2026	Montecito CDD	28,795.00
DM-03-2026-45	PFM Group Consulting LLC (MONTE)	03/05/2026	Montecito CDD	4,166.67
29580	ProGreen Services, LLC (MONTE)	03/13/2026	Montecito CDD	375.00
29582	ProGreen Services, LLC (MONTE)	03/13/2026	Montecito CDD	401.12
			Total:	33,737.79

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #62

3/31/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
251921	Brevard Pools, Inc. (MONTE)	03/20/2026	Montecito CDD	19.98
2026.03.04	Debra Reitz (MONTE)	03/04/2026	Montecito CDD	200.00
2026.04.01	Debra Reitz (MONTE)	04/01/2026	Montecito CDD	200.00
1091065	Florida Door Control Of Orlando, Inc. (MONTE)	03/27/2026	Montecito CDD	1,839.93
29720	ProGreen Services, LLC (MONTE)	03/30/2026	Montecito CDD	505.90
2026.03.04	Rich Wellman (MONTE)	03/04/2026	Montecito CDD	200.00
2026.04.01	Rich Wellman (MONTE)	04/01/2026	Montecito CDD	200.00
636626	Sonitrol of Tallahassee (MONTE)	03/25/2026	Montecito CDD	648.82
8321	VGlobalTech (MONTE)	03/31/2026	Montecito CDD	300.00
			Total:	4,114.63



Montecito Community Development District

Review of District Financial Statements



Montecito CDD

March 2026 Financial Package

March 31, 2026

PFM Management Services LLC

3501 Quadrangle Blvd

Suite 270

Orlando, FL 32817

(407) 723-5900



Montecito CDD
Statement of Financial Position
As of 3/31/2026

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$744,512.38			\$744,512.38
Capital Reserve	406,005.85			406,005.85
Accounts Receivable	2,972.54			2,972.54
Series 2022 DSR Fund		\$32,038.49		32,038.49
Series 2022 Revenue Bond		380,562.67		380,562.67
Series 2022 Interest		506.92		506.92
Total Current Assets	<u>\$1,153,490.77</u>	<u>\$413,108.08</u>	<u>\$0.00</u>	<u>\$1,566,598.85</u>
<u>Investments</u>				
Amount Available in Debt Service Funds			\$413,108.08	\$413,108.08
Amount To Be Provided			2,706,891.92	2,706,891.92
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Assets	<u>\$1,153,490.77</u>	<u>\$413,108.08</u>	<u>\$3,120,000.00</u>	<u>\$4,686,598.85</u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$18,382.13			\$18,382.13
Total Current Liabilities	<u>\$18,382.13</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,382.13</u>
<u>Long Term Liabilities</u>				
Revenue Bonds Payable - Long-Term			\$3,120,000.00	\$3,120,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Liabilities	<u>\$18,382.13</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,138,382.13</u>
<u>Net Assets</u>				
Net Assets, Unrestricted	\$536,571.32			\$536,571.32
Current Year Net Assets, Unrestricted	(50,156.93)			(50,156.93)
Net Assets - General Government	32,346.97			32,346.97
Current Year Net Assets - General Government	616,347.28			616,347.28
Net Assets, Unrestricted		(\$174,214.70)		(174,214.70)
Current Year Net Assets, Unrestricted		587,322.78		587,322.78
Total Net Assets	<u>\$1,135,108.64</u>	<u>\$413,108.08</u>	<u>\$0.00</u>	<u>\$1,548,216.72</u>
Total Liabilities and Net Assets	<u>\$1,153,490.77</u>	<u>\$413,108.08</u>	<u>\$3,120,000.00</u>	<u>\$4,686,598.85</u>



Montecito CDD
Statement of Activities
As of 3/31/2026

	General Fund	Debt Service S2022	Long Term Debt Group	Total
Revenues				
On-Roll Assessments	\$1,029,301.29			\$1,029,301.29
Other Revenue	1,570.00			1,570.00
On-Roll Assessments		\$634,733.98		634,733.98
Total Revenues	\$1,030,871.29	\$634,733.98	\$0.00	\$1,665,605.27
Expenses				
Supervisor Fees	\$2,000.00			\$2,000.00
Insurance	48,824.00			48,824.00
Trustee Services	1,750.00			1,750.00
Management	25,000.02			25,000.02
Field Management	61,348.32			61,348.32
Engineering	11,393.82			11,393.82
Property Appraiser	59,864.46			59,864.46
District Counsel	24,755.00			24,755.00
Assessment Administration	7,252.60			7,252.60
Discount Fees	37,436.21			37,436.21
Audit	4,500.00			4,500.00
Tax Preparation	69.71			69.71
Janitorial Supplies	768.76			768.76
Janitorial Service	3,386.25			3,386.25
Postage & Shipping	11.76			11.76
Legal Advertising	416.92			416.92
Contingency	1,631.02			1,631.02
Office Supplies	255.06			255.06
Web Site Maintenance	1,710.00			1,710.00
Dues, Licenses, and Fees	175.00			175.00
Capital Expenditures	66,420.83			66,420.83
Security	318.00			318.00
Fire Detection Services	3,946.27			3,946.27
Electric	18,351.65			18,351.65
Irrigation	7,173.17			7,173.17
Irrigation Monitoring	4,050.00			4,050.00
Water-Sewer	866.70			866.70
Aquatic Repairs & Maint.	14,302.84			14,302.84
Amenity - Pool Maintenance	7,874.90			7,874.90
Internet Services	2,125.60			2,125.60
Gate Kiosk - Internet Srvcs	1,329.96			1,329.96
Other Insurance	850.00			850.00
General Repair & Maintenance	4,105.97			4,105.97
Common Area Maintenance	1,488.48			1,488.48
Landscaping Maintenance & Material	39,000.00			39,000.00
Additional Landscaping R&M	3,050.00			3,050.00
Flower & Plant Replacement	2,975.00			2,975.00
Pest Control	704.64			704.64
Entrance Vehicular Gate	2,825.53			2,825.53
Hoover Pumps Repair & Maintenance	7,107.23			7,107.23
Fitness Facility	1,000.00			1,000.00
Playground Repairs & Maintenance	133.64			133.64
Interest Payments - S2022		\$48,984.00		48,984.00
Total Expenses	\$482,549.32	\$48,984.00	\$0.00	\$531,533.32
Other Revenues (Expenses) & Gains (Losses)				
Interest Income	\$12,762.89			\$12,762.89
Allocate Resv Acct Interest	5,105.49			5,105.49
Interest Income		\$1,572.80		1,572.80
Total Other Revenues (Expenses) & Gains (Losses)	\$17,868.38	\$1,572.80	\$0.00	\$19,441.18
Change In Net Assets	\$566,190.35	\$587,322.78	\$0.00	\$1,153,513.13
Net Assets At Beginning Of Year	\$568,918.29	(\$174,214.70)	\$0.00	\$394,703.59
Net Assets At End Of Year	\$1,135,108.64	\$413,108.08	\$0.00	\$1,548,216.72



Montecito CDD
Budget to Actual
For The Month Ending 3/31/2026

	Year To Date			FY 2026 Adopted Budget	Percentage
	Actual	Budget	Variance		
Revenues					
O&M Assessments	\$ 1,029,301.29	\$ 528,035.55	\$ 501,265.75	\$ 1,056,071.09	97.47%
Debt Assessments (S2022)	634,733.98	166,921.44	467,812.55	333,842.87	190.13%
Interest Income	17,868.38	11,941.14	5,927.24	23,882.28	74.82%
Townhome Mailbox Maintenance	-	720.00	(720.00)	1,440.00	0.00%
Stormwater Control - Cost Share	1,570.00	2,068.00	(498.00)	4,136.00	0.00%
Net Revenues	\$ 1,683,473.65	\$ 709,686.12	\$ 973,787.53	\$ 1,419,372.24	118.61%
General & Administrative Expenses					
Supervisor Fees	\$ 2,000.00	\$ 3,000.00	\$ (1,000.00)	\$ 6,000.00	33.33%
District Engineer	11,393.82	22,500.00	(11,106.18)	45,000.00	25.32%
Legal Fees	24,755.00	20,000.00	4,755.00	40,000.00	61.89%
District Management	25,000.02	25,000.00	-	50,000.00	50.00%
Assessment Roll	7,252.60	3,500.00	3,752.60	7,000.00	103.61%
Website Maintenance	1,710.00	1,710.00	-	3,420.00	50.00%
Auditing Services	4,500.00	2,288.00	2,212.00	4,576.00	98.34%
Tax Preparation Fees	69.71	30.00	39.71	60.00	116.18%
Arbitrage Rebate Calculation	-	250.00	(250.00)	500.00	0.00%
Trustee Fees	1,750.00	1,625.00	125.00	3,250.00	53.85%
Insurance	49,674.00	25,845.60	23,828.40	51,691.20	96.10%
Legal Advertising	416.92	625.00	(208.08)	1,250.00	33.35%
Dues, Licenses, and Fees	175.00	87.50	87.50	175.00	100.00%
Contingency/Miscellaneous	1,642.78	1,200.00	442.78	2,400.00	68.45%
Total General & Administrative Expenses	\$ 130,339.85	\$ 107,661.10	\$ 22,678.73	\$ 215,322.20	60.53%
Maintenance Expenses					
Facility Attendant & General Mgmt.	\$ 61,348.32	\$ 81,623.00	\$ (20,274.68)	\$ 163,246.00	37.58%
Amenity Center Operations					
Repairs & Maint. (Non-HVAC)	\$ 4,105.97	\$ 3,875.00	\$ 230.97	\$ 7,750.00	52.98%
HVAC Repairs & Maint.	-	2,500.00	(2,500.00)	5,000.00	0.00%
Office Supplies	255.06	500.00	(244.94)	1,000.00	25.51%
Janitorial Supplies	768.76	625.00	143.76	1,250.00	61.50%
Janitorial Services	3,386.25	9,000.00	(5,613.75)	18,000.00	18.81%
Pest Control & Termite Bond	704.64	601.50	103.14	1,203.00	58.57%
Fitness Equipment Repairs & Maint.	1,000.00	1,500.00	(500.00)	3,000.00	33.33%
Playground Repairs & Maint.	133.64	500.00	(366.36)	1,000.00	13.36%
Pool Service Repairs & Maint.	7,874.90	14,000.00	(6,125.10)	28,000.00	28.12%
Total Amenity Center	\$ 18,229.22	\$ 33,101.50	\$ (14,872.28)	\$ 66,203.00	27.54%
Irrigation					
Irrigation Repairs & Maint.	\$ 7,173.17	\$ 25,000.00	\$ (17,826.83)	\$ 50,000.00	14.35%
Irrigation Monitoring	4,050.00	3,600.00	450.00	7,200.00	56.25%
Hoover Pumps Repairs & Maint.	7,107.23	8,750.00	(1,642.77)	17,500.00	40.61%
Total Irrigation	\$ 18,330.40	\$ 37,350.00	\$ (19,019.60)	\$ 74,700.00	24.54%



Montecito CDD
Budget to Actual
For The Month Ending 3/31/2026

	Year To Date			FY 2026 Adopted Budget	Percentage
	Actual	Budget	Variance		
Stormwater Control					
Aquatic Repairs & Maint.	\$ 14,302.84	\$ 10,000.00	\$ 4,302.84	\$ 20,000.00	71.51%
Landscaping					
Landscaping Contracted Services	\$ 39,000.00	\$ 41,000.00	\$ (2,000.00)	\$ 82,000.00	47.56%
Additional Landscaping Repairs & Maint.	3,050.00	13,823.00	(10,773.00)	27,646.00	11.03%
Plant Replacement	2,975.00	3,000.00	(25.00)	6,000.00	49.58%
Mulch	-	7,500.00	(7,500.00)	15,000.00	0.00%
Palm Tree Maint.	-	9,000.00	(9,000.00)	18,000.00	0.00%
Oak Tree Maint.	-	5,000.00	(5,000.00)	10,000.00	0.00%
Total Landscaping	\$ 45,025.00	\$ 79,323.00	\$ (34,298.00)	\$ 158,646.00	28.38%
Common Areas, Right of Ways & Walls					
Streetlight Repairs & Maint.	\$ -	\$ 4,500.00	\$ (4,500.00)	\$ 9,000.00	0.00%
Entry Vehicular Gates Repairs & Maint.	2,825.53	7,500.00	(4,674.47)	15,000.00	18.84%
Pedestrian Entry Gates & Walls Maint.	-	2,500.00	(2,500.00)	5,000.00	0.00%
Common Area Repairs & Maint.	1,488.48	6,000.00	(4,511.52)	12,000.00	12.40%
Total Common Areas, Right of Ways & Walls	\$ 4,314.01	\$ 20,500.00	\$ (16,185.99)	\$ 41,000.00	10.52%
Security Monitoring Services					
Fire Detection Services	\$ 3,946.27	\$ 3,565.00	\$ 381.27	\$ 7,130.00	55.35%
Security Monitoring Repairs & Maint.	318.00	1,435.00	(1,117.00)	2,870.00	11.08%
Total Security Monitoring Services	\$ 4,264.27	\$ 5,000.00	\$ (735.73)	\$ 10,000.00	42.64%
Utilities					
Electric Services	\$ 18,351.65	\$ 32,500.00	\$ (14,148.35)	\$ 65,000.00	28.23%
Telephone, Internet	2,125.60	2,000.00	125.60	4,000.00	53.14%
Water & Sewer Services	866.70	2,000.00	(1,133.30)	4,000.00	21.67%
Gate Kiosk Internet Services	1,329.96	1,425.00	(95.04)	2,850.00	46.67%
Total Utilities	\$ 22,673.91	\$ 37,925.00	\$ (15,251.09)	\$ 75,850.00	29.89%
Extraordinary Services					
Townhome Mailboxes Maint	\$ -	\$ 720.00	\$ (720.00)	\$ 1,440.00	0.00%
Total Maintenance Expenses	\$ 188,487.97	\$ 305,542.50	\$ (117,054.53)	\$ 611,085.00	30.84%
Total Expenditures	\$ 318,827.82	\$ 413,203.60	\$ (94,375.80)	\$ 826,407.20	38.58%
Other Financing Uses					
Capital Reserve Transfer Out	\$ -	\$ 31,818.10	\$ (31,818.10)	\$ 63,636.20	
Disaster Reserve Transfer Out	-	15,000.00	(15,000.00)	30,000.00	
Roadway Reserve Transfer Out	-	50,000.00	(50,000.00)	100,000.00	
Total Other Financing Uses	\$ -	\$ 96,818.10	\$ (96,818.10)	\$ 193,636.20	
Capital Reserve	\$ 66,420.83	\$ -	\$ 66,420.83	\$ -	
Total Expenditures & Reserves	\$ 385,248.65	\$ 510,021.70	\$ (124,773.07)	\$ 1,020,043.40	
Revenues Less Expenditures	\$ 1,298,225.00	\$ 199,664.42	\$ 1,098,560.60	\$ 399,328.84	
Bond Payments (\$2022)	\$ 48,984.00	\$ 131,639.17	\$ (82,655.17)	\$ 315,934.00	
Balance	\$ 1,249,241.00	\$ 68,025.25	\$ 1,181,215.77	\$ 83,394.84	
Assessment Fees & Discounts					
County Appraiser & Tax Collector Fee	\$ 59,864.46	\$ 13,899.14	\$ 45,965.32	\$ 27,798.28	
Discounts	37,436.21	27,798.28	9,637.93	55,596.56	
Excess / (Shortfall)	\$ 1,151,940.33	\$ 26,327.83	\$ 1,125,612.52	\$ 0.00	



Montecito Community Development District

Staff Reports



Montecito Community Development District

General Manager



COASTAL BAY ASSET MANAGEMENT LLC **JANITORIAL SERVICES AGREEMENT**

This Janitorial Services Agreement (“Agreement”) is entered into as of the ___ day of _____, 2026 (“Effective Date”), by and between:

COASTAL BAY ASSET MANAGEMENT LLC, a Florida limited liability company (“Company”),

and

Montecito Community Development District (“Client”).

Service Address: 208 Montecito Drive, Satellite Beach, Florida 32937

SECTION 1. PURPOSE

The Company agrees to provide janitorial and related facility maintenance services (“Services”) at the Service Address in accordance with this Agreement and **Exhibit B – Scope of Work / Cleaning Specifications**, which is incorporated herein.

SECTION 2. TERM AND RENEWAL

This Agreement shall commence on the ___ day of _____, 2026, and remain in effect for **one (1) year**, unless earlier terminated.

This Agreement shall automatically renew for successive one (1) year terms unless either party provides **thirty (30) days' written notice** of non-renewal.

SECTION 3. SCOPE OF SERVICES

A. Services shall be performed in accordance with:

- Industry standards for commercial and or residential janitorial services.
- Exhibit A (Cleaning Checklist and Frequencies)

B. Any services not expressly included shall be considered **out-of-scope** and require written approval.

C. Company reserves the right to adjust staffing, scheduling, and methods to ensure operational efficiency and service quality.

SECTION 4. PERFORMANCE STANDARDS & INSPECTION

A. Services shall be performed in a **professional, workmanlike manner** consistent with industry standards.

B. Client may conduct inspections and provide written notice of deficiencies.

C. Company shall have a reasonable opportunity to cure any deficiencies prior to any penalties or termination.

SECTION 5. COMPENSATION

Client agrees to compensate Company as follows:

- **Monthly Fee:** \$ 1600.00
- **Annual Contract Value:** \$ 19200.00

Payment Terms:

- Net 30 days from invoice date.

Price adjustments may occur for:

- Scope changes
- Regulatory changes

Upon each automatic annual renewal, the monthly service fee shall increase by *three percent (3%)* over the rate in effect during the immediately preceding term.

SECTION 6. INDEPENDENT CONTRACTOR

The company is an independent contractor. Nothing in this Agreement creates:

- Employer/employee relationship
- Joint venture
- Partnership

The company retains full control over personnel, methods, and execution.

SECTION 7. PERSONNEL & COMPLIANCE

Company shall:

- Employ properly trained personnel
- Comply with all **federal, state, and local labor laws**
- Maintain compliance with:
 - Fair Labor Standards Act (FLSA)
 - OSHA regulations
 - Immigration Reform and Control Act (I-9 compliance)

The company is solely responsible for wages, taxes, benefits, and employment obligations.

SECTION 8. INSURANCE REQUIREMENTS

The company shall maintain at its expense:

1. **Workers' Compensation Insurance** (Florida statutory limits)
2. **Commercial General Liability Insurance**
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate
3. **Automobile Liability Insurance (if applicable)**
 - \$1,000,000 combined single limit

As per a common contractual requirement, the client will be named as an **Additional Insured Party**.

Certificates of insurance shall be provided prior to service commencement.

SECTION 9. DAMAGE & RISK ALLOCATION

- A. Company shall exercise reasonable care in performing services.
 - B. Company shall be responsible for **direct damages caused by negligence**.
 - C. Company shall NOT be liable for:
 - Pre-existing damage
 - Normal wear and tear
 - Acts of third parties
 - D. Claims must be reported within **72 hours** of discovery.
-

SECTION 10. INDEMNIFICATION

To the fullest extent permitted by law:

A. Company Indemnification

The Company shall indemnify and hold harmless the client from claims arising from:

- Company's negligence
- Employee misconduct
- Breach of Agreement

B. Client Indemnification

Client shall indemnify Company for:

- Unsafe conditions on premises
 - Failure to disclose hazards
 - Client negligence
-

SECTION 11. SAFETY & OSHA COMPLIANCE

Company shall:

- Follow OSHA standards
- Use appropriate PPE
- Maintain Safety Data Sheets (SDS)

Client shall:

- Provide safe access to work areas
- Disclose hazardous conditions

SECTION 12. FORCE MAJEURE

Neither party shall be liable for failure to perform due to:

- Natural disasters
- Acts of God
- Government actions
- Labor disputes

Performance shall resume when conditions allow.

SECTION 13. TERMINATION

A. For Convenience:

Either party may terminate with **30 days' written notice**.

B. For Cause:

Immediate termination allowed for:

- Material breach
- Non-payment
- Legal violations

C. Upon termination:

- All unpaid invoices shall become due.
 - Company shall cease services.
 - Transition cooperation shall occur if applicable.
-

SECTION 14. CONFIDENTIALITY

Both parties agree to protect confidential information and not disclose it without consent, except as required by law.

SECTION 15. PUBLIC RECORDS (FLORIDA – IF APPLICABLE)

If Client is a public agency:

The company shall comply with **Florida Statutes Chapter 119**:

- Maintain public records
- Provide access upon request
- Transfer records upon contract completion

Failure to comply may result in penalties.

SECTION 16. E-VERIFY COMPLIANCE

Company shall comply with **Section 448.095, Florida Statutes**, including use of the E-Verify system for employment eligibility verification.

SECTION 17. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the **State of Florida**.

Venue shall be in the county where the services are performed.

SECTION 18. DISPUTE RESOLUTION

Parties agree to attempt:

1. Good faith negotiation
2. Mediation (if necessary)

Litigation shall be a last resort.

SECTION 19. ATTORNEY'S FEES

The prevailing party in any legal action shall be entitled to reasonable attorney's fees and costs.

SECTION 20. ASSIGNMENT

This Agreement may not be assigned without prior written consent, which shall not be unreasonably withheld.

SECTION 21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

SECTION 22. AMENDMENTS

Amendments must be in writing and signed by both parties.

SECTION 23. SEVERABILITY

If any provision is deemed invalid, the remaining provisions shall remain enforceable.

SECTION 24. NOTICES



Coastal Bay Asset Management LLC
Palm Bay, Florida
Phone: 321-352-9120
contact@coastalbaymgt.com

All notices shall be in writing and delivered via certified mail or email.

SECTION 25. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement:

COASTAL BAY ASSET MANAGEMENT LLC

By: _____
Name: _____
Title: _____
Date: _____

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

COASTAL BAY ASSET MANAGEMENT LLC

EXHIBIT B

SCOPE OF WORK & CLEANING SPECIFICATIONS

This Scope of Work (“Exhibit A”) is incorporated into and made part of the Janitorial Services Agreement between **Coastal Bay Asset Management LLC** (“Company”) and **Montecito Community Development District** (“Client”).

1. SERVICE SCHEDULE

Cleaning services shall be performed **three (3) times per week**, on the following days:

- Monday
- Wednesday
- Friday

Service times shall occur either **before, during, or after normal business hours**, but no later than **6 PM EST**, unless otherwise agreed in writing.

2. GENERAL PERFORMANCE STANDARD

All services shall be performed:

- In a **professional and workmanlike manner**.
- In accordance with **commercial/residential cleaning industry standards**.
- Using appropriate cleaning agents, disinfectants, and equipment.
- Cleaning supplies will be obtained by CBAM.
- In compliance with **OSHA, CDC sanitation guidance (where applicable), and manufacturer recommendations**.

All areas shall be left in a **clean, sanitary, and presentable condition** upon completion.

3. SERVICE AREAS AND TASK REQUIREMENTS

A. FITNESS CENTER

The Company shall perform the following services:

- Clean and disinfect all machines and fitness equipment
 - Wipe down benches, weights, and equipment surfaces
 - Clean mirrors
 - Dust all surfaces
 - Vacuum and/or mop floors
 - Clean baseboards and corners
 - Remove fingerprints from glass and mirrors
 - Disinfect high-touch points
 - Empty trash and replace liners
 - Apply odor control measures as needed and if permitted
-

B. COMMON AREAS

The Company shall perform the following services:

- Clean tables, chairs, countertops, and shared surfaces
 - Dust surfaces and fixtures
 - Vacuum carpeted areas
 - Mop hard surface flooring
 - Clean interior glass, doors, and windows
 - Spot clean walls as needed
 - Clean baseboards
 - Empty trash receptacles and replace liners
 - Clean and sanitize trash containers
-

C. GAME ROOM

The Company shall perform the following services:

- Dust furniture and all exposed surfaces
 - Vacuum and/or mop floors
 - Clean tables, counters, and workspaces
 - Straighten furniture to maintain a presentable appearance
-

D. OFFICE

The Company shall perform the following services:

- Clean desks and work surfaces
 - Dust surfaces and office equipment
 - Vacuum and/or mop floors
 - Clean interior doors and glass panels
 - Disinfect high-touch points
 - Empty trash and replace liners
-

E. RESTROOMS

The Company shall perform the following services:

- Clean and disinfect toilets and urinals
 - Clean and sanitize sinks and faucets
 - Clean countertops and dispensers
 - Clean mirrors
 - Sweep and mop floors using disinfectant solution
 - Disinfect all high-touch surfaces
 - Restock consumables (*soap, paper towels, toilet paper*)
 - Empty trash receptacles and replace liners
 - Apply odor control measures
-

E. KITCHEN

The Company shall perform the following services:

- Clean and sanitize sinks and faucets
 - Clean countertops and dispensers
 - Sweep and mop floors using disinfectant solution
 - Disinfect all high-touch surfaces
 - Empty trash receptacles and replace liners
-

4. SUPERVISORY QUALITY CONTROL

The Company shall implement a supervisory inspection process to ensure:

- All assigned tasks are completed
 - No visible debris, missed areas, or deficiencies remain
 - Supplies are properly restocked
 - Trash is removed from all designated areas
 - Facility appearance meets agreed-upon standards
-

5. SERVICE EXCLUSIONS

Unless otherwise specified in writing, the following are excluded:

- Hazardous material cleanup
 - Biohazard remediation
 - Exterior pressure washing
 - Carpet extraction
 - High-reach/window exterior cleaning
 - Post-construction cleaning
 - Strip hard surface floors
-

6. ADDITIONAL SERVICES

Additional or specialty services may be requested and shall be:

- Documented in writing
 - Priced separately
 - Approved by both parties prior to execution
 - Additional service available at \$35.00 hr.
-

7. CLIENT RESPONSIBILITIES

Client shall:

- Provide access to service areas
 - Ensure utilities (water, electricity) are available
 - Provide paper supplies unless otherwise agreed
 - Notify Company of special conditions or hazards
-

8. PERFORMANCE REVIEW & ADJUSTMENTS

- Service performance may be reviewed periodically
 - Adjustments to scope, frequency, or staffing must be agreed upon in writing
 - The company shall be given a reasonable opportunity to correct any deficiencies
-

9. ACCEPTANCE STANDARD

Services shall be considered acceptable when:

- No visible dust, debris, or waste remains
 - Surfaces are visibly clean and sanitized
 - Floors are free of dirt, stains, and buildup
 - Restrooms meet sanitation standards
 - Overall presentation meets professional facility expectations
-

Accepted and Agreed:

COASTAL BAY ASSET MANAGEMENT LLC

By: _____

Date: _____

CLIENT

By: _____

Date: _____



COASTAL BAY ASSET MANAGEMENT LLC
**PROPERTY & ASSET MANAGEMENT
AGREEMENT**

This Property & Asset Management Agreement (“Agreement”) is entered into as of the ____ day of _____, 2026 (“Effective Date”), by and between:

COASTAL BAY ASSET MANAGEMENT LLC, a Florida limited liability company (“Manager” or “Company”),

and

Montecito Community Development District (“Client” or “District/Association”).

Service Location: 208 Montecito Drive, Satellite Beach, Florida 32937

SECTION 1. PURPOSE

Client hereby retains Manager to provide **comprehensive property, facility, and asset management services** for the designated community, amenities, and operational assets.

Manager shall act as the **Client's operational agent**, responsible for day-to-day management, coordination, and oversight of facilities and services.

SECTION 2. SERVICE AREAS

Management services shall be performed across the following areas (as outlined in proposal materials):

- Montecito Community Development District (CDD)
- Montecito Beach Club & District Areas

SECTION 3. CORE MANAGEMENT SERVICES

Manager shall provide, at a minimum:

A. Operational Oversight

- Daily oversight of all facilities and community assets
- Monitoring of facility conditions and functionality
- Attendance at monthly district meetings
- Coordination of issue resolution and service response
- Coordination with District Manager, Engineer, Counsel, and Board Members

B. Vendor & Contract Management

- Procurement and coordination of third-party vendors
- Oversight of service providers, including:
 - Landscaping
 - Irrigation systems
 - Lake and water features
 - Security and access control
- Contract performance monitoring and quality assurance

C. Budget & Financial Oversight

- Monitoring adherence to approved budgets
- Cost control and operational efficiency recommendations
- Review and validation of vendor invoices prior to submission

SECTION 4. STAFFING & LEADERSHIP

Manager shall provide:

- On-site **General Manager leadership presence**
- Staff supervision, scheduling, and performance management
- Coverage planning to ensure uninterrupted operations

Manager retains full authority over:

- Hiring, discipline, and termination of assigned personnel under Coastal Bay Asset Management LLC
- Workforce structure and scheduling

SECTION 5. FACILITY MAINTENANCE OVERSIGHT

Manager shall:

- Oversee all maintenance activities across facilities
 - Provide oversight and coordination with all external vendors
 - Ensure cleanliness standards are met (via third-party vendors)
 - Monitor asset condition and lifecycle needs
 - Recommend capital improvements and preventative maintenance strategies
-

SECTION 6. CUSTOMER EXPERIENCE & COMMUNITY ENGAGEMENT

Manager shall:

- Serve as primary point of contact for residents/community concerns
 - Manage service requests and issue resolution
 - Coordinate amenity usage and access
 - Maintain professional communication with stakeholders
-

SECTION 7. SAFETY, COMPLIANCE & RISK MANAGEMENT

Manager shall:

- Conduct routine safety inspections
 - Ensure compliance with:
 - Local regulations
 - State of Florida requirements
 - Applicable federal standards
 - Implement emergency response procedures
 - Maintain incident reporting protocols
-

SECTION 8. OPERATING SCHEDULE & AVAILABILITY

Manager shall provide:

- On-site presence during standard business hours (08:00 AM-04:00 PM EST)
 - **24/7 emergency availability and response coordination**
 - After-hours support for approved requests.
-

SECTION 9. AUTHORITY OF MANAGER

Manager is authorized to:

- Act on behalf of the Client for routine operational decisions
- Engage vendors within approved budget limits
- Take emergency action necessary to protect life, safety, or property

Manager shall NOT:

- Bind Client to contracts exceeding approved thresholds without written authorization
 - Make capital expenditure without prior approval
-

SECTION 10. COMPENSATION

Client agrees to compensate Manager as follows:

- **Monthly Management Fee:** \$ 11750.00
- **Annual Contract Value:** \$ 141,000.00

(Aligned with proposal structure, including leadership, staffing, and operational support)

Payment Terms:

- Net 30 days
 - Late payments are subject to an allowable late fee of 10%
-

SECTION 11. INSURANCE REQUIREMENTS

Manager shall maintain:

- Workers' Compensation (Florida statutory compliance)
- General Liability: \$1,000,000 per occurrence
- Employer's Liability Insurance
- Professional Liability (recommended)

The client shall be named as an Additional Insured.

SECTION 12. INDEPENDENT CONTRACTOR

Manager is an independent contractor and not an employee, agent, or partner of the Client for legal or tax purposes.

SECTION 13. INDEMNIFICATION

To the fullest extent permitted by law:

A. Manager Indemnification

Manager shall indemnify Client against claims arising from:

- Negligence or misconduct
- Breach of Agreement

B. Client Indemnification

Client shall indemnify Manager for:

- Unsafe property conditions.
 - Failure to disclose hazards.
 - Client-directed actions.
-

SECTION 14. LIMITATION OF LIABILITY

Manager's liability shall be limited to:

- Direct damage only.
- Not to exceed the total annual contract value.

Manager shall not be liable for:

- Indirect or consequential damages.
- Vendor failures beyond reasonable control.

SECTION 15. PUBLIC RECORDS COMPLIANCE (IF APPLICABLE)

If Client is a public entity (e.g., CDD):

Manager shall comply with **Florida Statutes Chapter 119**, including:

- Maintaining public records
- Providing access upon request
- Transferring records upon contract completion

SECTION 16. E-VERIFY COMPLIANCE

Manager shall comply with **Florida Statute 448.095** regarding employment verification.

SECTION 17. TERM & TERMINATION

A. Term

Initial term of **one (1) year**, with automatic renewal.

B. Termination for Convenience

Either party may terminate with **30 days' written notice**.

C. Termination for Cause

Immediate termination for:

- Material breach
- Non-payment
- Legal violations

SECTION 18. DISPUTE RESOLUTION

Parties agree to:

1. Attempt good faith negotiation
2. Proceed to mediation if unresolved
3. Litigation as final remedy

SECTION 19. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the **State of Florida**.

Venue shall lie in the county where the property is located.

SECTION 20. CONFIDENTIALITY

Both parties shall maintain the confidentiality of proprietary or sensitive information.

SECTION 21. FORCE MAJEURE

Neither party shall be liable for delays due to events beyond reasonable control.

This shall include, but not be limited to:

- Natural disasters
- Acts of God
- Government actions
- Labor disputes

Performance shall resume when conditions allow.

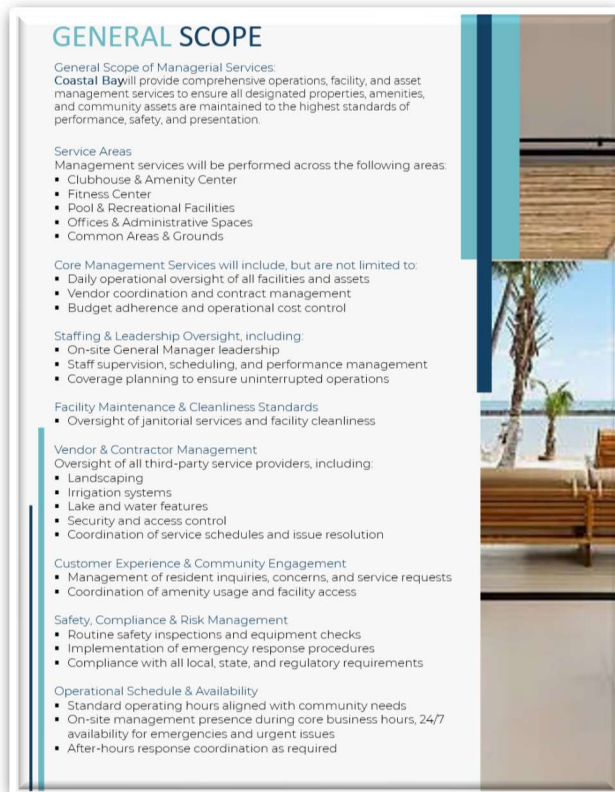
SECTION 22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

SECTION 23. AMENDMENTS

Must be in writing and signed by both parties.

SECTION 24. SCOPE OF RESPONSIBILITY



GENERAL SCOPE

General Scope of Managerial Services:
Coastal Bay will provide comprehensive operations, facility, and asset management services to ensure all designated properties, amenities, and community assets are maintained to the highest standards of performance, safety, and presentation.

Service Areas
Management services will be performed across the following areas:

- Clubhouse & Amenity Center
- Fitness Center
- Pool & Recreational Facilities
- Offices & Administrative Spaces
- Common Areas & Grounds

Core Management Services will include, but are not limited to:

- Daily operational oversight of all facilities and assets
- Vendor coordination and contract management
- Budget adherence and operational cost control

Staffing & Leadership Oversight, including:

- On-site General Manager leadership
- Staff supervision, scheduling, and performance management
- Coverage planning to ensure uninterrupted operations

Facility Maintenance & Cleanliness Standards

- Oversight of janitorial services and facility cleanliness

Vendor & Contractor Management
Oversight of all third-party service providers, including:

- Landscaping
- Irrigation systems
- Lake and water features
- Security and access control
- Coordination of service schedules and issue resolution

Customer Experience & Community Engagement

- Management of resident inquiries, concerns, and service requests
- Coordination of amenity usage and facility access

Safety, Compliance & Risk Management

- Routine safety inspections and equipment checks
- Implementation of emergency response procedures
- Compliance with all local, state, and regulatory requirements

Operational Schedule & Availability

- Standard operating hours aligned with community needs
- On-site management presence during core business hours, 24/7 availability for emergencies and urgent issues
- After-hours response coordination as required



Coastal Bay Asset Management LLC
Palm Bay, Florida
Phone: 321-352-9120
contactus@coastalbaymgt.com

SECTION 25. SIGNATURES

COASTAL BAY ASSET MANAGEMENT LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____
