

MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on Monday, September 24, 2018 at 10:36 a.m. at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Ed Henson	Vice Chairman
Tanja Glynn	Assistant Secretary
Catherine LeCesne	Assistant Secretary

Also present were:

Jason Showe	District Manager
Ginger Wald	District Counsel
Randy McGrath	Facility Manager
William Viasalyers	Field Manager
Jason Pilon	BrightView
Residents	

The following is a summary of the discussions and actions taken at the September 24, 2018 Montecito Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 10:36 a.m. and called the roll. Three Supervisors were present with Mr. Wellman and Mr. Bradshaw being absent.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Susan Kretschman, a resident, 749 Monterey Drive, reported that residents' backyards and sides of homes in Monterey were not mowed. Mr. Showe stated that the District contract did not cover home yard maintenance, only common areas, but the Board would discuss the landscaping Request for Proposals (RFP), later in the meeting. Ms. LeCesne understood Ms. Kretschman's frustration and that the issue was having a landscaping company that differentiated between HOA and CDD property. Ms. Glynn referred Ms. Kretschman to the HOA for resident

yard maintenance matters. Ms. Glynn suggested that the District work with the HOA on the landscaping. Mr. Showe suggested that there be one landscaping company for the HOA and CDD.

Mr. Martin Watson, a resident, 656 Palos Verde Drive, voiced concern about the landscaping company leaving grass clippings all over driveways and flower beds and asked which Board Member had the HOA send a violation letter about a sign in front of his yard, advertising his business. Ms. LeCesne stated she would address this with the HOA. Mr. Henson pointed out that the purpose of the public comment section, was for residents to speak for three minutes on CDD agenda items, not on HOA matters.

Mr. Santo Lobo, a resident, 762 Simeon Drive, requested that the landscaping company cut the grass in front of the model homes and weeds in front of mailboxes. Mr. Showe would ask staff to address the weeds. Mr. Lobo asked when their pond water was tested and who had the results, as the water smelled and was discolored. Mr. Showe noted that the pond water was tested for salinity and would follow up with the District Engineer regarding the results. Ms. LeCesne indicated that there was a Town Hall meeting on October 3, 2018 at 6:00 p.m., regarding the irrigation system.

- **Gate Damage Reimbursement Request** (*Item 4.B.1. taken out of order*)

Mr. David Finn, a resident, 110 Redondo Drive, reported that his Clubhouse access privileges were denied, due to an incident where his college aged son climbed over the exit gate, because the pedestrian door would not open. He felt that use of the gym and other amenities were not privileges, but amenities that they pay for. Based on the circumstances of his son not being able to exit, because the pedestrian door was not working correctly, Mr. Finn requested that his access privileges be re-activated and offered to pay half of the \$198, for a gate contractor to adjust the gate.

Ms. Glynn was in favor of not charging Mr. Finn to pay for the gate, due to the pedestrian door latch having past problems it being the District's responsibility to ensure that the latch was working properly and the fact that Mr. Finn's son was not trying to maliciously damage the gate. Mr. Henson disagreed, as it did not justify Mr. Finn's son climbing over the gate and no attempt was made to find another way out, according to Mr. McGrath. Ms. LeCesne recommended that Mr. Finn pay half of the repair cost, because there was damage to the gate.

Mr. McGrath reviewed the video and confirmed that it did not show Mr. Finn's son trying to go through the pedestrian gate. After the incident, both pedestrian gates were functioning, but after Mr. Finn's son climbed over the exit gate, it was out of sync, creating an intermittent problem with it opening and closing. After a lengthy discussion ensued, Mr. Henson proposed, as a compromise, that Mr. Finn pay half of the cost of the repair and the restoration of privileges, as long as it did not set a precedent for future incidents. The Board agreed.

Mr. Henson moved to have Mr. David Finn pay half of the \$198 repair cost for the gate and reinstate his facility access privileges and Ms. LeCesne seconded the motion.

Ms. Glynn asked if someone noticed that the gate was broken. Mr. McGrath stated that the video showed that one gate was lower than the other. She appreciated Mr. Finn offering to pay half, but felt that it was staff's job to ensure that all latches were working properly. Mr. Henson heard that Mr. Finn used improper language to Mr. McGrath. Mr. Finn acknowledged that he was frustrated and apologized to Mr. McGrath. Mr. Henson pointed out that foul language could eliminate someone's privileges.

On VOICE VOTE with all in favor, having Mr. David Finn pay half of the \$198 repair cost for the gate and reinstating his facility access privileges, was approved.

Mr. Warren Nelson, a resident, 697 Palos Verde Drive, asked what other infractions could result in a resident losing their privileges. Ms. Glynn stated that there would be a public hearing on amendments to the parking and amenity facility rules at the October meeting, which were posted on the montecitocdd.org website.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 1, 2018 Meeting

Ms. Glynn emailed changes, prior to the meeting, which were incorporated.

On MOTION by Ms. Glynn, seconded by Mr. Henson, with all in favor, the minutes of the August 1, 2018 meeting, were approved as amended.

FOURTH ORDER OF BUSINESS

New Business Items

A. Consideration of Maintenance Agreements

1. Aquatic Maintenance Services

Mr. Showe presented the Aquatic Maintenance Services Agreement with ECOR for lake maintenance, which proposed an increase from \$425 per month to \$445 per month, due to chemical costs. Mr. Showe recommended approval, as the lakes were performing well and looked better than in the past.

Ms. LeCesne asked if the contract included Hydrilla treatment and if the increase was contemplated in the budget. Mr. Showe stated that the contract included Hydrilla treatment and was based on the original contract, but there was enough flexibility from other line items that were under budget to absorb the increase. Mr. McGrath commented that ECOR cleaned up the lakes considerably, which prevented debris from clogging the fountains. Mr. Showe noted that Mr. Viasalyers worked with ECOR and they were responsive when called. Other vendors were asked to provide quotes and ECOR was the lowest, even with this increase.

On MOTION by Mr. Henson, seconded by Ms. Glynn, with all in favor, the Aquatic Maintenance Services Agreement with ECOR for lake maintenance services, in the amount of \$445 per month, was approved.

2. Field Management Services

Mr. Henson voiced concern that the Field Manager was not managing BrightView properly and asked if GMS would be willing to contract field services on a month-to-month basis. Mr. Showe confirmed that the current contract was on a month-to-month basis and if the Board wished to terminate it, field services would terminate on September 30th. At Ms. LeCesne’s request, Mr. Showe would post the August Field Manager’s Report on the District’s website.

Mr. Henson recommended waiting until there was a full Board, before taking action to terminate the Field Manager’s contract, continuing on a month-to-month basis and providing the deficiencies in writing to BrightView staff and direction on hedge height, edging and mowing. Mr. Pilon, of BrightView noted that there was not clear definition in the contract. Mr. Henson requested that Mr. Pilon work with Mr. McGrath and Mr. Viasalyers to provide oversight.

Mr. McGrath stated that he had good communication with Mr. Viasalyers, who was extremely responsive and had the best interest of the community; however, BrightView had no consistency. Mr. Henson stressed that this was the last time that he would ask Mr. Pilon to work with Mr. Viasalyers and Mr. McGrath to correct the deficiencies. If there was no improvement, BrightView and the Field Manager would be terminated.

Ms. Kretschman asked who was responsible for providing oversight to BrightView. Ms. Glynn stated that the Board liaison was responsible for oversight. Ms. LeCesne felt that all Board Members were responsible for ensuring that the Field Manager and landscaping service performed the services that they were supposed to perform, and agreed to wait one month to see if there was improvement, until the full Board was present. Ms. Glynn requested that BrightView address the backyards, sides of the house, edging of common areas and consider all comments addressed by the Board today. There was Board consensus to continue the Field Management contract on a month-to-month basis and have further discussion at the next meeting, when the full Board was present.

Mr. Showe noted that Mr. Viasalyers documented the deficiencies and recommendations in a report that was sent to BrightView and Mr. Henson on a weekly basis. Ms. Wald advised that BrightView should be following the agreement and instructions from the Field Manager and the Board, and not follow input from residents. Mr. Pilon pointed out that the height of trees and hedges was not addressed in the agreement. Mr. Henson requested that Mr. Pilon contact the HOA, as many deficiencies were the responsibility of the HOA, not the CDD. Mr. McGrath asked about when the dead palm trees would be addressed. Mr. Pilon stated that the trees would be removed this week.

B. Discussion Items

1. Gate Damage Reimbursement Request

This item was previously discussed.

2. Landscape RFP

Mr. Showe recommended including the following in the Scope of Services:

- Increasing the number of irrigation wet checks from one to two.

Mr. Henson recalled that an additional wet check was \$1,800 and under the Agreement, BrightView performed a wet check when requested by the Board. Mr. Showe noted that it was

typical to perform CDD irrigation wet checks once a month; however, Montecito had a complex irrigation system.

- Including palm tree trimming and one-time mulching in the contract.
- Having one landscaping company handle Phase 2C. Currently there are two.

Mr. Showe requested that the Board provide feedback on the Scope of Services. Ms. Glynn liked the idea of having options for the palm tree trimming and mulch. Ms. Wald suggested that the Board consider this matter further in November, as the BrightView contract expired on December 31st. Ms. Glynn proposed having different options in the contract; a base price and options for twice per month wet checks and the Phase 2C landscaping. Mr. Henson recommended an annual palm tree trimming prior to hurricane season and identifying the mulching areas. After a lengthy discussion ensued, Mr. Showe offered to work with Mr. Henson to incorporate all of the changes and bring a revised scope to the October meeting.

3. **Cancellation of 2C Install Contract with Brevard Lawns**

Ms. Wald requested that the Board approve a Joint Consent Agreement and Release to mutually terminate the Small Project Agreement for the landscape installation of Phase 2, between the District and Brevard Lawns, in substantial final form, which was requested by District Staff and the Project Manager, Chip Jones. Mr. Henson noted that a new palm tree died. Mr. Showe stated he would contact Brevard Lawns to replace it, pursuant to the warranty. Discussion ensued.

On MOTION by Ms. Glynn, seconded by Ms. LeCesne, with all in favor, approving the Joint Consent Agreement and Release to mutually terminate the Small Project Agreement for the landscape installation of Phase 2 between the District and Brevard Lawns, was approved in substantial final form.

4. **HOA Requests**

- **Fences Around Pump Stations**
- **Pond Water Levels**

Ms. LeCesne stated that the current fence around the pump stations was a black chain link fence and Mr. Fanto wanted to have a wrought iron fence, and wondered why it was not wrought iron originally and what it would cost to replace it. Mr. Showe noted that the fences

were placed at the direction of the Board. Ms. Glynn recalled that the fences were installed for safety purposes and that the bid did not specify the type of fence. Mr. Henson was not in favor of replacing the fences. Mr. Showe suggested installing shrubbery in front of the fence. Discussion ensued.

Mr. Showe did not recommend Mr. Fanto's request to add foliage along the lake bank, since it was costly and water levels would not remain low. After a lengthy discussion, the Board agreed. Mr. Viasalyers would ask ECOR about the spraying of weeds on all pond banks.

Ms. Kretschman suggested that an HOA Board Member come to a CDD meeting to address HOA issues. Mr. Showe stated he would include the HOA on meeting reminders.

C. Approval of Fiscal Year 2019 Meeting Schedule

Mr. Showe presented the revised Fiscal Year 2019 meeting schedule, which included workshop meetings at 6:00 p.m. between regular meetings. If there was no business, the workshops could be cancelled. District Staff would attend the workshops via phone. Mr. Henson requested public comments after the presentations at the October 3rd Irrigation Town Hall meeting. Discussion ensued.

On MOTION by Ms. Glynn, seconded by Ms. LeCesne, with all in favor, the Fiscal Year 2019 meeting schedule, was approved as presented.

D. Consideration of Audit Committee Recommendation and Selection of #1 Ranked Firm to Provide Auditing Services for the Fiscal Year 2018

Mr. Showe recalled that at the Audit Committee meeting, the Audit Committee selected Berger, Toombs, Elam, Gaines & Frank, as the number one ranked firm.

On MOTION by Ms. Glynn, seconded by Ms. LeCesne, with all in favor, accepting the Audit Committee's recommendation of Berger, Toombs, Elam, Gaines & Frank as the number one ranked firm to provide auditing services, was approved.

Mr. Showe would negotiate the contract with Berger, Toombs, Elam, Gaines & Frank, and provide a full contract at the next meeting.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Wald reminded all Supervisors about the Sunshine and Public Records Laws.

B. District Engineer

Mr. Showe reported that Mr. Malave was obtaining lake bank quotes. Mr. Henson asked about the Beach Club windows. Mr. Showe noted that quotes were being obtained.

C. District Manager

1. Consideration of Check Register

Mr. Showe presented the Check Registers for July and August, in the amount of \$60,785.33 and \$47,263.66, respectively. Mr. Henson commented that the amount of the July Check Register seemed high. Mr. Showe stated that \$10,000 was for the main entrance improvements, which would be reimbursed by Vintage and \$14,000 for tree trimming. Ms. Glynn asked about a charge on the GMS invoice for a video projector and screen. Mr. Showe confirmed that GMS purchased and delivered it.

On MOTION by Mr. Henson, seconded by Ms. Glynn, with all in favor, the July and August Check Registers, were approved.

2. Balance Sheet and Income Statement

Mr. Showe presented the Balance Sheet and Income Statement. No action was required by the Board.

D. Facility Manager

Mr. McGrath reported the following:

- Components of the swimming pool failed and a new control box was installed. These were unforeseen expenses.
- Eight light pole bases, which were severely damaged by the landscaping crews, would be repaired, prior to the painting of the light poles. If the bases could not be repaired, it would be removed. The repair was anticipated to take two weeks.

Ms. Glynn asked if the bases would be painted. Mr. McGrath stated he would paint the base with a black primer after the repair, to match the black satin finish paint of the light poles. Mr. Henson recalled that the new light fixtures in the back area were painted black, but the high sheen paint on the bases were too shiny. Mr. McGrath stated that when the light poles were painted, the paint would camouflage the shiny glare. Mr. Showe sent pictures of the light poles to Sherwin Williams. There was no date to paint the poles, due to weather delays.

- Several lenses would be cleaned with a car headlight cleaner, because they were sun stained, causing poor lighting at night.

Mr. Henson recalled that the Board approved the repair of the sidewalks, six months ago, as it was a major safety concern, but the work was not completed. Mr. Showe stated that the original quote was \$14,000, but the Board approved a revised quote for \$4,000; however, the vendor was a large concrete company and it was difficult to schedule the work. At the Board's request, Mr. Showe would engage another vendor. Discussion ensued.

Ms. Kretschman asked if a portion of the cost for repairing the bases could be recovered from the landscaper. Mr. Showe noted that the landscaper was directed to spray Round-Up around the base.

E. Field Manager

Mr. Viasalyers presented the Field Manager Report and highlighted the following:

- ECOR continues to work on the lakes. BrightView removes trash from the lake banks. Cascade acid washed the fountains. He was meeting with Mr. Henson and BrightView every week regarding the landscaping and taking photos for documentation, he would continue to work with BrightView to correct the deficiencies and request that they provide a monthly detailed report. The next inspection was next Monday.
- Irrigation inspections and repairs were ongoing. There were some issues with pressure, which Mr. Showe was handling.
- Trees were trimmed along the exterior walls, in preparation of the painting along Shearwater Parkway.
- The dead palms would be taken care of this week.

- Regarding the irrigation issues at the S. Patrick Drive entrance, as reported by Mr. Scheerer at the last meeting, proposals were pending for a constant water source. Mr. Showe stated that one quote was \$6,000, which was why further quotes were requested.
- A resident reported that a sidewalk was destroyed by a roll off dumpster on Redondo Drive. Mr. Showe would handle it.

Mr. Henson requested project completion within a certain amount of time and for Mr. Viasalyers keep the Board apprised. Mr. Showe would provide the report from the last site visit to the Board, with the photo documentation and future reports on an ongoing basis.

1. CIP Status Update

Mr. Showe provided the following status update:

- Item 1: The Board asked to have the entrance lighting quotes updated after the new landscaping was installed.
- Items 3 - 4: Staff was waiting for the vendor to start the streetlight and wall painting. Both projects would be completed at the same time to decrease disruption to the neighborhood. Mr. Showe would follow-up.
- Item 6: The entrance and Amenity Center cameras were installed.
- Item 7: The vendor for the shed refused to sign an agreement from the District, so Mr. Showe obtained proposals from Choice Metal Buildings and Superior Sheds, at the same approved amount, which was not to exceed \$7,000.

Mr. McGrath recommended pouring the pad during the concrete repairs and would talk to the electrician about providing conduits to the shed for electricity to charge the carts. Mr. Showe noted that the pad agreement was approved, preferred the proposal from Superior Sheds, as they would sign the agreement and assume all responsibility for the installation and recommended a white or cream color shed. Ms. LeCesne felt that the shed was unappealing next to the Clubhouse and wanted it painted the color of the Clubhouse or camouflaged by foliage. Mr. Henson preferred aluminum siding with a baked enamel finish. After further discussion, there was Board consensus for Mr. Showe to work with Ms. Glynn on the options for the shed.

- Item 8: Three vendors for the hurricane shutters were contacted after the last meeting and staff was waiting for the quotes.

- Item 9: The irrigation and pump repair improvements would be discussed at the Irrigation Town Hall on October 3, 2018. The anticipated costs were \$62,000 for the Pump 1 replacement, \$58,000 for the Pump 2 replacement, \$20,000 for the Pump 3 filtration, \$15,000 for communication controllers, \$3,000 for wiring and \$20,000 for irrigation nozzle upgrades.

Mr. Showe estimated that it would be \$10,000 to repair a suction issue on Pump 2 for the townhomes; however, the cost would be less with the full replacement of the pump. BrightView made temporary adjustments to the timing of the townhome irrigation and removed a filter to help with the pressure. A lengthy discussion ensued.

Ms. Kretschman questioned the process for replacing Board Members, particularly Mr. Wellman's seat, which expired in November. Mr. Showe explained that a registered voter within the District qualified through the election process to fill Mr. Wellman's seat and Ms. Glynn ran unopposed for her seat. Ms. Wald noted that two weeks after the November election, the new Board Members would receive the Oath of Office and become formal Supervisors. Roger Weinreb qualified for Seat 5. Discussion ensued.

Mr. McGrath stated he would not be present at the October 29th meeting.

SIXTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Henson voiced concern that if Mr. Showe spent \$100,000 for new pump stations, the ponds might not be usable for irrigation if the levels became too low. Ms. Glynn suggested weighing the cost of the irrigation system, against placing the St. Augustine grass with ground cover that did not require much irrigation. This would be addressed at the Town Hall.

Mr. Roger Weinreb, a resident, 164 Redondo Way, asked why the playground had spiked fence posts. Mr. McGrath stated that Superior Fencing offered post caps. Ms. Glynn requested a proposal. Mr. Weinreb asked why the gates were operational. Mr. McGrath stated that the purpose was to slow the traffic. Mr. Weinreb felt that the decision for the gates should be made by the homeowners. Ms. Wald noted that the Board could re-address the functionality of the gates.

Ms. Glynn continually heard complaints about speeding on Montecito Drive. Mr. Showe stated he received direction that the Board did not want speed humps. Ms. Glynn noted that the gates remained open during set hours in the morning and afternoon, to coincide with school

hours. Ms. LeCesne recalled a resident asking for police presence during high periods. Mr. Showe suggested hiring an off-duty officer, because the District had no ability to enforce speeding. After further discussion, Mr. Showe offered to work with the Chairman on having off-duty police officers enforce the speeding.

Ms. Glynn noted that at the public hearing for the rules, on October 29th, the Board would discuss updated changes to the Amenity Center and parking and towing rules. Mr. McGrath was continuing to issue friendly parking reminder letters to increase awareness about the parking violations. Since July 3rd, 41 reminder letters were issued; 4 for blocking a sidewalk, 3 for blocking a mailbox, 8 for cars parked in the wrong direction, 12 for cars parked with tires on the grass and 14 were blank, due to miscommunication. Mr. Henson noted a vehicle was parked on Point Lobos Drive on the drainage drain. Ms. Glynn stated that the vehicle was issued a parking reminder letter. At a resident's request, Mr. Showe would send an e-blast to residents about the rule changes, two weeks in advance of the meeting.

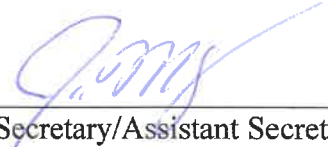
Mr. Watson questioned the rule changes. Ms. Glynn noted inconsistencies with the ages to use the pool and Fitness Center, vehicles blocking access to mailboxes and sidewalks and on-street parking as reasons to update the rules. Mr. Watson voiced concern that the restrictions would cause people not to buy homes in Montecito. Ms. Glynn noted that other communities had the same restrictions and since she has been on the Board, the Board improved the landscaping to enhance curb appeal and were undertaking additional projects. Mr. Henson believed that most residents of Montecito wanted the enforcement of certain rules.

Mr. Watson voiced concern about the District collaborating with the HOA regarding signage and landscaping. Ms. Glynn confirmed that the Board was not aware of any collaboration. Mr. Showe noted that any issues with BrightView, whether District or HOA, was facilitated back to BrightView. Mr. Henson stated that no signage was permitted in the community. Mr. McGrath stated that the fence company was allowed to have a sign, for permitting purposes.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Henson seconded by Ms. Glynn with all in favor the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman