

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 27, 2021 at 10:30 a.m. at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Larry Bradshaw	Chairman
Catherine LeCesne	Vice Chair
Tanja Glynn	Assistant Secretary
Ed Henson	Assistant Secretary

Also present were:

Jason Showe	District Manager
Ginger Wald	District Counsel
Ray Malavé	District Engineer by phone
William Viasalyers	Field Manager
Randy McGrath	Amenities Manager
Michael Guessow	Paradise Lawns & Landscaping
Paradise Lawns & Landscaping Representatives	
Residents	

*The following is a summary of the discussions and actions taken at the September 27, 2021 meeting. A copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called the roll. A quorum was present.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Peter Pacitti (Redondo Drive) requested the Board consider the path by the Shearwater Parkway pedestrian entrance. Mr. Bradshaw stated they were waiting until the builder decided what to do, but as the path wears down, mulch would be considered.

Ms. Betsy Vincent (Redondo Drive) requested a wall along Carlsbad. Mr. Malavé stated there was a preliminary drawing showing a wall, but no permits were pulled. Ms. Vincent read on

the Montecito CDD website that any opening was per CDD approval. Mr. Malavé recalled when the single-family lots were planned, the drawing the builder submitted to the city showed a wall, but the builder did not commit to anything. Ms. Vincent voiced concern about damage to the irrigation due to close proximity to CDD roads. Mr. Henson recalled there would be irrigation boxes on the other side of the sidewalk and questioned how they would get access to it if there was a wall. Mr. Malavé stated the builder must make arrangements to move the sprinklers.

*Ms. LeCesne joined the meeting.*

### **THIRD ORDER OF BUSINESS**

### **Approval of Minutes of the August 4, 2021 Meeting**

On MOTION by Ms. Glynn, seconded by Mr. Henson, with all in favor, the Minutes of the August 4, 2021 Meeting, were approved as presented.

### **FOURTH ORDER OF BUSINESS**

### **New Business Items**

- **Beach Area Proposal (Item 4C1)**

Mr. Guessow of Paradise Lawns and Landscape, Inc. (Paradise) presented a sketch and proposal of the beach area. They looked into coquina rock, which was expensive, but Mr. Viasalyers suggested an ADA regulated walking path with pavers, which was included in the proposal. The pavers would be installed by Surfside Pavers. Mr. Showe noted the proposal was \$24,990. Discussion ensued and the Board addressed the following:

- Mr. Bradshaw questioned the price difference. Mr. Guessow stated the price was for two walkways meeting into one. Mr. Bradshaw questioned the savings for one walkway. Mr. Guessow noted one walkway would reduce the proposal by \$1,000. Mr. Bradshaw was in favor of proceeding. Mr. Henson agreed.
- Mr. Henson questioned the timeframe. Mr. Guessow stated estimated six to eight weeks with the pavers. He planned to put the walkway in before the Zoyzia turf. Mr. Henson asked what could be done immediately. Mr. Guessow could do the rocks, remove the turf, add the soil, irrigation and plantings and then replace the turf work.
- Mr. Henson asked about the park benches. Mr. Bradshaw stated GMS would install them. Mr. Bradshaw asked if the benches would be installed on the concrete or on

the pavers. Mr. Showe noted it could be done either way, as long as there was ADA clearance. Mr. Bradshaw preferred the benches on pavers. Ms. Glynn agreed.

- Ms. LeCesne asked if the walkway going to the bench was included in the price of the pavers since it was not included in the drawing. Mr. Guessow explained it was not in the drawing because the Board was deciding whether to have concrete or pavers and offered to include it at an additional cost. Mr. Bradshaw suggested the Board approve a not-to-exceed of \$30,000.
- Ms. Glynn voiced concern that the proposal did not define how many pavers were needed. Mr. Guessow stated there was a total of 700 square feet.
- Mr. Henson asked if concrete was more expensive than pavers. Mr. Guessow stated concrete cost less than pavers. Mr. Bradshaw stated it would look strange to have pavers on the walkway and concrete under the benches. Mr. Henson asked if the benches could be secured to the pavers. Mr. Showe replied affirmatively.
- Mr. Bradshaw recalled the Board wanted benches facing the lake. Mr. Guessow suggested two by the pond or one by the pond and one in the middle. Mr. Bradshaw recalled on Montecito Drive, there were two benches at the lake towards the townhomes. Mr. Henson asked if Mr. Guessow would stand by the amount on the proposal since construction costs increased in the past 30 to 60 days. Mr. Guessow confirmed there were no hidden costs or surprises. The only cost that increased was for the pavers.

Mr. Bradshaw moved to approve the proposal from Paradise Lawns and Landscape, Inc. for the beach area in an amount not-to-exceed \$30,000 and Mr. Henson seconded the motion.

Ms. Glynn voiced concern about the proximity of the benches and the lack of shade. Mr. Bradshaw stated the diagram was to scale and the benches were at least 20 feet apart. Mr. Showe noted extra benches could be added at the Board's request. Mr. Henson asked Mr. Guessow to coordinate the work with Mr. Viasalyers. Mr. Roger Battles (Montecito Drive) felt any improvement to the area would provide a good first impression.

On VOICE VOTE with all in favor the proposal from Paradise Lawns and Landscape, Inc. for the beach area in an amount not-to-exceed \$30,000 was approved.

*Paradise Lawns & Landscaping representatives left the meeting.*

**A. Consideration of Maintenance Agreements**

- 1. Landscape Maintenance with Paradise Lawns and Landscape, Inc.**
- 2. Aquatic Management Services with Ecor Industries, Inc. – Item Revised**
- 3. Pool Maintenance Agreement with Brevard Pools, Inc.**
- 4. Fitness Equipment Preventative Maintenance Agreement with Brown Fitness, LLC.**

Mr. Showe stated the maintenance agreements for landscape maintenance, aquatic maintenance, pool maintenance and fitness equipment preventative maintenance were updated since the original maintenance agreements were out of date. The landscape maintenance, pool maintenance and fitness equipment preventative maintenance agreements had no change in price or terms. It was just extended the date another fiscal year. The Aquatic Maintenance Agreement from Ecor Industries, Inc. (Ecor) increased by \$25 per month starting in January, due to the cost of chemicals. Every lake maintenance vendor were requesting increases. Ecor was doing a good job and were more responsive than the prior company. Discussion ensued and the Board addressed the following:

- Mr. Henson questioned the status of the carp and hydrilla. Mr. Showe reported Ecor was required to evaluate the carp under a permit, but not until the carp were in the lakes at least a year. Under the scope of their contract, Ecor advocated the use of Triple A grass carp and stocking the ponds per approval by the Florida Fish and Wildlife Commission (FWC). Mr. Bradshaw asked if the carp were working. Mr. Viasalyers noted the hydrilla was the best he had ever seen it.
- Mr. Henson recalled discussion at the workshop about changing pool maintenance contractors. Mr. Viasalyers preferred a remedy versus changing the contractor. Mr. McGrath recalled discussion of having the pool contractor come out five days a week instead of three, but, the pool was still losing chemicals. Staff was waiting for Spies to come out and isolate the entire fountain assembly from the pool and perform an air test to find out where the chemicals were going.

- Mr. Bradshaw asked if Mr. McGrath recommended continuing with Brevard Pools, since they did not have any control over the chemical loss. It was probably due to a malfunction in the system. Mr. McGrath felt that Brevard Pools was doing the best they could and recommended not changing vendors at this point. Mr. Bradshaw agreed. Mr. Showe noted the number of tickets for the pool decreased.

On MOTION by Mr. Henson seconded by Ms. Glynn with all in favor the Maintenance Agreements as stated above were approved.

**B. Consideration of Amended Facility Supervisor Agreement**

Mr. Showe stated this item was discussed at the workshop and was in the form the Board approved based on District Counsel's changes and recommendations.

Mr. Bradshaw moved to approve the Amended Facility Supervisor Agreement with Mr. Randy McGrath and Ms. Glynn seconded the motion.

Ms. LeCesne noted a salary increase from \$17.50 to \$20 per hour and questioned whether the increase was merit based, time based, a cost of living increase or in line with what other Facility Supervisors made. She wanted to consider an increase due to lack of benefits. However, there were issues with the expertise of Mr. McGrath compared to other Field Supervisors and tasks being turned over to the Field Manager so Mr. McGrath could focus more on the Amenity Center. There were also issues with the pool chemicals, tickets not going into the ticket system regularly and the condition of the pedestrian gates. Ms. LeCesne proposed approving half of an increase now and revisit in 3-6 months.

Mr. Henson questioned whether the agreement had the current compensation as overtime was not included. Ms. LeCesne referred to Section 4 whereby any hours in excess of 40 hours per week that were not credited to Employee Time Off (ETO) in accordance with Section 9, would be paid at the hourly rate of \$30. Mr. Henson did not receive an updated agreement. Mr. Showe stated an update was made to the agreement, which was included in the agenda package, but not on the iPads. In the prior version, Mr. McGrath was paid overtime, but it was not specifically spelled out in the agreement that over 40 hours was overtime. Mr. Henson was not in favor of Mr. McGrath being eligible for overtime and ETO. Mr. Bradshaw felt it should be based on the number of hours. Ms. Glynn asked if it was typical for comp time to be redeemed in the same week. Mr. Bradshaw

confirmed it was a Federal Law. Mr. Henson requested that Mr. McGrath's time be reviewed, evaluated, pre-approved or approved after the fact.

On VOICE VOTE with Mr. Bradshaw, Ms. Glynn and Mr. Henson in favor and Ms. LeCesne dissenting, the Amended Facility Supervisor Agreement with Mr. Randy McGrath was approved. (Motion Passed 3-1)

**C. Consideration of Proposals**

**1. Beach Area**

This item was discussed.

**2. Irrigation Inspection**

Mr. Showe presented a quote from Insight Irrigation (Insight) for an irrigation inspection. Mr. Viasalyers and Mr. Henson discussed over the past few weeks having Insight check all the valves and zones to ensure everything was functioning properly. Mr. Bradshaw asked if it was a one-time cost of \$1,000. Mr. Viasalyers confirmed the \$1,000 was for Insight to perform a complete inspection. Ms. Glynn asked if this would be done annually. Mr. Viasalyers recalled this was done initially when they first came onboard three years ago and would probably not have to be revisited for a long time. Mr. Showe explained the purpose of the inspection was to add all the new areas and ensure all zones were tagged properly.

On MOTION by Mr. Henson seconded by Mr. Bradshaw with all in favor the proposal from Insight Irrigation for an irrigation inspection in the amount of \$1,000 was approved.

**3. Concrete Repair**

Mr. Showe presented a proposal from Don Bo, Inc. to repair the sidewalks that were trip hazards, patch inlets tops and drill a hole for the installation of a new bollard. Mr. Viasalyers wanted to hold off until after the infrastructure review, but the trip hazards should be their first priority. Mr. Showe recommended repairing the sidewalks and drilling for the bollard and tabling the inlet repair until the full scope was provided by the District Engineer. Mr. Bradshaw preferred to approve all of the work at one time. Mr. Malavé noted there were the 39 separate locations for the sidewalk repair, two inlets with falling inlet tops and two additional inlet tops in need of repair, curbs in bad shape creating the sidewalk issues, a few ADA aprons needing repair and utility boxes

with missing covers. Mr. Bradshaw asked if the District owned the sidewalks outside of the gate. Mr. Malavé believed portions belonged to the District and would verify.

Mr. Malavé performed an inspection of all CDD infrastructure at Ms. LeCesne's request. The inspection was divided into six areas: the roadway pavement including the curb inlets, sidewalks and walkways, stormwater systems, lighting system, pavement markings and the District's utility system. Even though the utility systems were not the District's, they looked at them from a safety standpoint. There were boxes and manuals that were trip hazards. The biggest issue was the pavement was over ten years old and getting to its life cycle. The cost to repave was \$100,000.

Mr. Bradshaw stated the majority of the work other than the sidewalks and the roads were big ticket items. According to the inspector, the asphalt was in good shape, but three or four areas were bad, especially by the mail kiosks, due to the use of a forklift to store material in that area. There were a few places where drainage was creating erosion. Pavement markings were faded. The final report would be completed by the end of this week. Mr. Bradshaw requested a Targeted Priority Plan by the next meeting with recommendations on what to spend in specific fiscal years. Ms. LeCesne was in favor of addressing the trip hazards first. Mr. Showe recommended the Board approve Don Bo's scope of work, including the items Mr. Malavé recommended as immediate safety concerns. Mr. Malavé suggested the Board approve a not-to-exceed amount of \$12,000.

Ms. LeCesne moved to approve the proposal from Don Bo as stated above in a not-to-exceed amount of \$12,000 and Ms. Glynn seconded the motion.

Regarding the evaluation for the ponds, Mr. Henson asked if having natural grasses were more beneficial to stop erosion than chemicals. Mr. Malavé noted the planting of different types of grasses worked. The pond in the front was the worst one regarding erosion, due to suspicious pipe material buried there. Ms. LeCesne proposed repairing it if it was a safety issue. Mr. Showe recommended it be evaluated and if there was an issue, they would resolve it. Mr. Henson asked if the CDD maintained driveways. Mr. Malavé stated they maintained it to a certain point, but not the apron. All of the new ones were fine. Mr. Henson voiced concern about yellow pavement markings at the Shearwater and S. Patrick Drive exits. Mr. Malavé would contact the county. When he referred to pavement markings, he meant stop bars that were not visible. Mr. Showe understood

once construction was completed, the Board wanted to refresh all pavement markings. Mr. Bradshaw recalled the parking lot restriping would be completed with the pavement markings.

Ms. LeCesne asked if the potholes were the responsibility of the utility company and if so, they should be contacted. Ms. Wald advised that the District not touch their utility boxes and put them on notice that it was their responsibility to repair them. Mr. Malavé would flag the ones that need to be repaired and blocked off with cones so people did not fall into them. Mr. Showe stated as soon as staff received the report, staff would handle it.

On VOICE VOTE with all in favor the proposal from Don Bo for the concrete repair in an amount not-to-exceed \$12,000 was approved.

**D. Discussion Items**

**1. HOA Use of Amenity Center**

Mr. Bradshaw received a request that the HOAs would like to hold regular meetings in the Clubhouse at no cost or rental fee, but he wanted in writing what the HOAs could expect from the CDD and vice versa. Mr. Bradshaw requested the Board discuss this issue to provide Ms. Wald with enough information to draft an agreement, which would be signed by the HOA Presidents and Leland. Discussion ensued and the Board stated following terms:

- Mr. McGrath shall not use CDD money or time to facilitate the HOA holding these meetings, but could unlock the closet. The HOA must set up the chairs and tables.
- The HOA was permitted to use the District’s sandwich board and be responsible for writing the message, bringing out the sign 72 hours before and returning in 24 hours after the meeting. Mr. McGrath would ensure the placement of the sign did not damage CDD property.
- The HOA must reserve the facility from Mr. McGrath and would be responsible for setup and tear down.
- The HOA must use their own audio-visual system.
- The HOA was not permitted to use the copy machine.
- The HOA was not permitted to store their equipment in the Clubhouse.

Ms. Glynn asked if the agreement would be with the HOAs or with Leland. Mr. Showe explained that the agreement would be with the HOAs, so even if they change management companies, the agreement continues. Mr. Battles suggested as CDD assets wear out, they become



common assets to be shared by the CDD and HOAs to provide cost savings. Ms. Wald advised the CDD to enter into a Shared User Agreement with the HOA.

Ms. Betsy Vincent (Redondo Drive) asked if the HOA could enter into an agreement with the CDD to utilize the audio-visual equipment at a shared cost. Ms. Wald did not have an issue as long as the HOA paid for half of the repair costs, but there must be a separate agreement. Mr. Henson recommended the usage agreement have limits on who would have access for accountability purposes. Mr. McGrath stated the equipment was in his office and was uncomfortable with people going into his office to get the equipment. Ms. Wald asked if there would be a reservation system to rent the room. Mr. Bradshaw was in favor of having the Community Association Manager (CAM) contact Mr. McGrath to reserve the room. Ms. Wald asked if there would be room limitations. Mr. Bradshaw stated they could not reserve the game room, only this room and the kitchen and have access to the bathrooms. There was Board consensus for Ms. Wald to prepare an agreement with the HOAs with the above terms and bring back to the Board for further discussion and approval.

## **2. Dog Waste Sign Locations**

Mr. Showe reported that Mr. Viasalyers purchased seven dog waste signs and asked the Board for potential locations. Mr. Bradshaw preferred one per street. Mr. Henson suggested one on ever main street and where there were the most complaints. Mr. Bradshaw stated they could order additional signs, as the cost per sign was minimal. Ms. Dinorah Baroody (Redondo Drive) suggested utilizing a big grass space at the corner of her lot for a dog park. Mr. Bradshaw recalled dog parks were discussed by the Board and at that time, did not entertain having a dog park. The city was currently building two dog parks right across the street and should be open by the spring. Ms. Vincent suggested placing the signs in all common areas. Mr. Warren Nelson (Palos Verde Drive) felt the dog signs would not change anything. Ms. LeCesne noted the signs were a deterrent. Mr. Bradshaw pointed out it was a health issue. Ms. Glynn volunteered to help Mr. Viasalyers coordinate the placement of the signs. Ms. Wald suggested numbering the signs to keep track of them. Mr. Bradshaw requested that Ms. Glynn make a list with the number of each sign and where it was placed.

## **FIFTH ORDER OF BUSINESS**

## **Staff Reports**

### **A. District Counsel**

There being none, the next item followed.

**B. District Engineer**

Mr. Malavé suggested the Board consider the use of remaining bond money for improvements within the CDD. Ms. Wald advised that the CDD technically did have any rights to those bond funds, even if it was something that was originally part of the Engineer's Report. However, the construction account was still controlled by the bondholders Trustee, so it never hurts to ask, if there were funds available, after the Certificate of Completion was provided by the District Engineer. In her opinion, it was not worth the CDD spending money for her to research the bond documents; however, it did not hurt to speak to the Trustee. Mr. Showe asked the District Engineer to research the amount of bond funds available. Mr. Malavé verified everything in Phase 2C was complete and there were no outstanding issues.

Mr. Bradshaw recalled an open ticket for broken curb stops and asked if the developer would repair them before it was accepted by the CDD. Mr. Malavé stated the developer broke the curbs during construction, so the CDD Board should ask them to repair them at their cost. Mr. Showe asked Mr. Malavé to identify the locations as part of his report.

Mr. Malavé was asked to evaluate CDD property behind 720 Simeon Drive. The pictures did not show exactly how high the CDD property was in comparison to the lot, so when he looked at the grading in terms of how that was supposed to be graded, the water was supposed to drain from CDD property to the front of the house and into the street. This affected four properties. There was also no break in between units; however, their yard was substantially higher than it should be or normally expected. To exacerbate the issue, the homeowner constructed a patio with pavers. His recommendation was to take 10 feet from the resident's property line onto CDD property to create a swale to flow the water into the stormwater pond at a cost between \$2,000 to \$2,500. Depending on the current cost of sod and irrigation, it could exceed \$4,000 to \$5,000.

Ms. Michelle Wagner (Simeon Drive), one of the lot owners, explained she put in pavers because the CDD area was very high, but it did not deter the water. She was concerned that the water would go into her house. Mr. Showe advised when he was made aware of the issue a few months ago, it was forwarded to the District Engineer who presented some resolutions to solve the problem. Ms. LeCesne reassured Ms. Wagner the matter would be addressed, but did not know what the Board could do. Mr. Bob Wagner (Simeon Drive) added when they purchased their property, they did not see this problem and discovered it once they moved in.

Mr. Bradshaw noted two proposals on the table; one to build a swale and some grading, which would not exceed \$5,000 and another to install drainage that could cost up to \$8,000 to \$9,000. Mr. Malavé pointed out the proposals would be for the same amount because of the use of piping and recommended fixing it. Ms. Glynn noted if the developer caused the issue by placing fill onto CDD property, it should be their responsibility to resolve it. Ms. Wald indicated it was the CDD's responsibility as the CDD could not prove who caused it. The CDD could spend more money for the District Engineer to see if the grade was too low on the four properties. If so, it was the responsibility of the four property owners. If the grade was too high, it was a CDD issue. Mr. Henson asked if the CDD had responsibility if there was a flooding issue. Ms. Wald recalled the District Engineer saying that according to the plans, it was not done improperly and even with a 100-year flood, water would not go into homes. Mr. Henson asked if there was an obligation by the CDD and the residents to resolve this matter. Ms. Wald noted no obligation either way and the decision by the Board was whether to resolve this as good neighbors. Mr. Malavé was asked to provide a price on what the total work would cost and a quote. Ms. LeCesne requested the proposal address the entire area and various options. There was Board consensus.

### **C. District Manager**

Mr. Showe received an email on Friday from the owner of 750 Ventura Drive as well as the original proposal that was approved in December of 2020 regarding a pathway from Ventura to the Clubhouse. The owner who rented the property just noticed it. Mr. Henson explained the pathway connected the townhome section to the overflow parking area, and it was temporary until they determined that enough people were using it and it could be made an actual pathway. The resident in the letter was complaining that the pathway was too close to her window and wanted the pathway to be closed. Mr. Bradshaw clarified that the resident wanted brick pavers or concrete to create a formal path through there. Mr. Henson questioned whether the path was used enough for the CDD to spend money on it. Ms. LeCesne proposed keeping the pathway to give people an option to utilize it and obtaining estimates for a concrete walkway and shrubbery or hedges to provide privacy to the resident. After further discussion, this matter was tabled to a future meeting and staff would obtain estimates for concrete, landscaping and a sign for the additional parking. Mr. Showe would follow up with the resident.

#### **i. Consideration of Check Register(s)**

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor the Check Register for July 1, 2021 to July 31, 2021 in the amount of \$33,909.56 and August 1, 2021 to August 31, 2021 in the amount of \$25,376.76 was approved.

**ii. Balance Sheet and Income Statement**

Mr. Showe reported no action was required. The District was in good shape with assessment collections at 100%.

**D. Facility Manager**

Mr. McGrath received a phone call and a ticket was generated for a streetlight outage at 74 Redondo. When he investigated it, there were a series of lights involved. He called Gault Electric and they were coming out today; however, Mr. McGrath has not seen or heard from them. The pool was still closed, due to an issue with the pump motor tripping the breaker. Someone came out late on Friday and were able to get the pump working again. Mr. Bradshaw noticed there was still caution tape. Mr. McGrath stated the caution tape was still there because chemical levels in the pool were zero. Someone will be out later this afternoon to address it. Mr. Showe extended the pool alert on the website until the end of the week for now. After the pool was cleaned and the chemical issue was resolved, Mr. McGrath would re-open the pool.

Mr. McGrath was waiting for parts for two fountains, one in Lake Coquina and the other one in Lake Pacifica. The Coquina fountain was back in service, but the vendor was trying to get the parts for the Pacifica fountain. Mr. Bradshaw wished they could store extra parts, but they told that was not an option. Mr. Showe explained parts would deteriorate while it was not being used. Ms. LeCesne asked if it could be attached to a generator. Mr. Showe stated a motor could not be used unless it was in the fountain and the part was expensive.

**E. Field Manager**

Mr. Viasalyers thanked Ms. LeCesne for assisting in the sidewalk inspections. The light poles that the Board approved for east of the Clubhouse should be done this week. Paradise replaced 4,000 to 5,000 square feet of sod along Redondo, Carlsbad and Ventura over the last few weeks at their cost for failing to maintain it. It looks good now. As mentioned, the pedestrian gates were going to be taken care of. They were still waiting on parts to repair the South Patrick entrance and Shearwater fountains. Mr. Henson stated the front door needed to be replaced. Mr. Viasalyers was going to address that and the leak in the deck jets.

Mr. Henson suggested that Mr. Viasalyers provide a weekly checklist on the irrigation and landscaping to the Board. Mr. Viasalyers provided an Irrigation and Landscape Inspection Report to Paradise on a weekly basis that he could provide to Mr. Showe to distribute to the Board. Ms. Glynn thought it was a great idea. Mr. Showe would include it in the ticket system. Mr. Viasalyers was working with Paradise to get the mulch ready for the common areas. Ms. LeCesne noticed that Paradise put lava rock instead of red crimson rock under shrubs in the townhome area. Mr. Henson stated that Mr. Guessow acknowledged Paradise made a mistake by putting in lava rocks. Mr. Bradshaw requested that Paradise remove the lava rock. Ms. LeCesne noted that she paid for crimson rock and voice concern about residents complaining about it. Mr. Henson asked if Ms. LeCesne wanted the existing lava rock behind their hedges and to bury the drip line. Ms. LeCesne replied affirmatively. CDD staff will work with Paradise to make it right.

Regarding the pedestrian gate, Ms. LeCesne was working with Mr. Viasalyers regarding the north gate and offered to look at the other pedestrian gates with Mr. McGrath and listen to his suggestions to correct. He should not repair it, unless he had the time and equipment and it was a quick and easy fix, but if it required re-fabrication, she preferred to hire an outside vendor. Mr. Viasalyers stated if it was out of Mr. McGrath's scope of work, they hired an outside vendor. Mr. Bradshaw suspected the gates needed to be re-engineered and should be taken down to attach new reinforcements on the sides and then re-attached. He suggested testing one gate before doing all of the gates. Ms. LeCesne suggested increasing the frequency of assessing the gates twice a month until everything has been repaired or addressed. Tickets needed to be entered. Mr. Viasalyers believed it was more of an aesthetic issue. Ms. Glynn noted many gates had wood chipping off. Ms. LeCesne stated one where the latch was cut off, there were sharp edges and wanted consistency in terms of repairing the gates not only aesthetically, but functionally. Mr. Viasalyers would obtain a quote and no longer use the current vendor. Mr. Bradshaw requested the quote for the next meeting. Mr. Viasalyers would try, but it was a challenge getting vendors to come out.

## **SIXTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. Henson called Mr. Showe regarding photos Mr. Viasalyers took of the fence. Mr. Showe contacted the HOA to determine if the fence was approved through the Architectural Review Board (ARB). If not, he would discuss with the HOA about getting it removed or the CDD may have to handle it on its own.

Ms. Glynn recalled a resident put in a ticket regarding the refurbishment of the entrance fountains and suggested putting in decorative tile. Mr. Bradshaw was not opposed to looking at other options, such as turning the basins into planters. Mr. Viasalyers would obtain quotes for decorative tile and planters. Ms. Glynn questioned the timeline on replacing the fitness equipment and whether capital reserves could be used. Mr. Bradshaw confirmed there was a timeline that was pushed out further because the current equipment was operating. There was about \$90,000 in capital and today \$30,000 was authorized for beach, so, \$60,000 would be carried into next year's budget, which starts on October 1st. Funds were set aside, between \$25,000 to \$35,000 for the equipment or \$10,000 to \$15,000 per machine and proposed getting some cost estimates. Ms. Glynn asked if a vehicle that received two parking violations was towed. Mr. McGrath confirmed the vehicle was in the street while their paver driveway was getting sealed. The resident did not know overnight in the street was prohibited. They moved the car before it could be towed.

Ms. LeCesne requested replacing the back north bollard with a UV solar-powered bollard for \$2,000. Mr. Bradshaw did not want to remove the north as it cost \$10,000. Mr. Bradshaw reported that somebody tried to scam the District. They claimed to be from Florida Power & Light (FPL) and threatened to cut off the power to the Clubhouse for non-payment. They wanted staff to go to Dollar General to buy gift cards.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

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




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Secretary/Assistant Secretary




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Chairman/Vice Chairman