

**MINUTES OF MEETING
MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Montecito Community Development District was held on Wednesday, February 27, 2023 at 9:30 a.m. via Zoom Communication Media Technology and at the Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida.

Present and constituting a quorum were:

Catherine LeCesne	Chair
Ed Henson	Vice Chair
Tanja Glynn	Assistant Secretary
Richard Wellman	Assistant Secretary
Eric Smith	Supervisor-Elect

Also present were:

Howard "Mac" McGaffney	District Manager
Ginger Wald	District Counsel
Dan Fagen	Vesta
Lea Stokes	Vesta
Rusty Kahoe	ProGreen Services, LLC.
Residents	

The following is a summary of the discussions and actions taken at the February 27, 2023 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 9:32 a.m. and called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Audience Comments Related to Agenda Items (Limited to 3 Minutes per Person)

Mr. Mario Cafiero of 229 Montecito Drive noted that the community was not in the best shape because of prior landscaping company and proposed that anyone interested in the operation, safety, appearance, health and wellbeing of the Montecito community, find solutions, without

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pursuing any legal remedies. The irrigation system was not providing adequate water flow to the common grounds and proposed a treatment plan, which he provided to the Board.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the December 7, 2022 Board of Supervisors Meeting and the December 7, 2022 Audit Committee Meeting

Mr. McGaffney presented the minutes of the December 7, 2022 Board of Supervisors and Audit Committee Meetings, which were included in the agenda package. Ms. LeCesne provided changes to the District Manager. Mr. McGaffney stated one comment was attributed to someone else.

B. Balance Sheet and Income Statement

Mr. McGaffney was researching whether \$14,152 earmarked for previous capital projects from the developer, could be remitted to the District. Mr. Henson questioned the \$10,000 under District Engineer through January 31, 2023. Mr. McGaffney explained that this was the amount that should have been spent, but no funds were spent year to date and it should be zero.

C. Assessment Receipts Schedule

Mr. McGaffney reported through January 31, 2023, total revenues of \$823,000 for the year and \$863,000 under the adopted budget. Assessments would still be received as late as April and May. Ms. LeCesne questioned whether it was based on when homes were purchased. Mr. McGaffney explained that assessments were paid directly and deposited into the District accounts. When owners paid their assessments, some took advantage of the early 4% discount to pay in December. It goes down each month thereafter and after June 15th, it would go to tax certificate sales.

D. Check Register

Mr. McGaffney presented the check register for January 2023 in the amount of \$344,809.38.

On MOTION by Ms. Webb seconded by Ms. LeCesne with all in favor the consent agenda items as stated above was approved

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FOURTH ORDER OF BUSINESS

**Discussion and Consideration of
Appointing a Candidate to the Unexpired
Term of Seat 3 as an Assistant Secretary
with a Term Ending November 2024**

Mr. McGaffney noted before the meeting, Mr. Doug Glass withdrew his name from consideration and Mr. Mario Cafiero requested consideration. Ms. LeCesne asked if they must be a registered voter. Mr. McGaffney confirmed that candidates must be registered with the Brevard County Supervisor of Elections and a resident of the District.

A. Karen Connor

Not present.

B. Doug Glass

Withdrew.

C. Nick Lynch

Mr. Nick Lynch introduced himself. Mr. Henson questioned how many CDD Board meetings he attended, the three top issues that the Board needed to address and whether the meeting schedule would be an issue. Mr. Lynch only attended one CDD Board meeting, had no issues with the meeting schedule and felt that the Board needed to work on 1) Communication, 2) Asking people what was important to them and helping them to be heard and 3) Beautification of the community. Mr. Wellman asked if Mr. Lynch was on the HOA/ARB Board and whether he was familiar with the Sunshine Law, Chapter 190 and Roberts Rules of Order. Mr. Lynch was currently on the HOA/ARB Board, but was not familiar with the Sunshine Law, Chapter 190 or Roberts Rules of Order. Ms. LeCesne preferred having someone on the Board who was familiar with all rules and Chapter 190.

D. Mark Nehiba

Mr. Mark Nehiba introduced himself, noting that he was familiar with the Sunshine Law and Chapter 190, having served as an acting City Manager. Mr. Henson questioned how long he lived in the community, how many CDD meetings he attended, the three top issues that the Board needed to address and whether attending meetings would be an issue. Mr. Nehiba purchased his home in 2021, attended four or five CDD meetings, due to the landscaping and irrigation issues, was retired and would have no problem attending CDD meetings and felt that the Board needed to improve 1) Irrigation, 2) Speeding and parking enforcement and 3) Educating residents to not put debris on the property between the sidewalk and the street. Mr. Wellman asked if he ever lived in

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an HOA or CDD. Mr. Nehiba lived in an HOA, but did not serve on one; however, he was involved in committees. Ms. LeCesne questioned how he would address the top issues, resolve conflicts and differences of opinion. Mr. Nehiba was not in favor of having speed bumps but would consider signs flashing the speed. As a union representative for the Fire Department, he appealed to common sense in order to resolve conflicts and differences of opinion.

E. Eric Smith

Mr. Eric Smith introduced himself, apologizing for resigning as a Board Member on December 13, 2022. Family members passed away within a short span of time and he needed time to grieve. He only missed one meeting, but felt that his perseverance was second to none, had excellent ethics, decision making, conflict resolution, diplomacy skills and believed in a common-sense approach. Mr. Wellman asked if he was working part-time. Mr. Smith was not working. In response to Ms. LeCesne's question, he was in good standing with the CDD and HOA.

F. Other Candidates

Mr. Mario Cafiero introduced himself. Mr. Henson questioned how many CDD Board meetings he would attend and the top three issues that the Board needed to address. Mr. Cafiero returned to Colorado in July and August, but would fly back to attend meetings, if appointed and felt that the Board needed to improve 1) Irrigation, 2) Speeding, especially on Montecito Drive as there was a blind corner and 3) Discord between members of the community. Mr. Wellman was familiar with Mr. Cafiero and felt that he worked hard to keep the community looking good. Instead of flying in for a meeting, Mr. Cafiero could attend telephonically. Ms. Glynn questioned how long he has lived in the community. Mr. Cafiero lived in the community since 2011 and this was his retirement home. Ms. LeCesne appreciated Mr. Cafiero providing a treatment plan and being candid but asked if his posts on social media attributed to the discord within the community. Mr. Cafiero felt that he contributed based on his frustration but did not want to be part of the problem, only part of the solution.

Mr. McGaffney opened the floor to nominations. Ms. Wald explained that the Board was filling the unexpired term for Seat 3, which expired in November of 2024. Mr. Henson requested that they make nominations at the workshop meeting. Mr. Wellman preferred to appoint someone today and requested that the candidates leave the room. Ms. Wald advised under Florida Law; the

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candidates had no obligation to leave as this was an open meeting. Mr. Wellman nominated Mr. Mario Cafiero. Mr. Henson nominated Mr. Mark Nehiba. Ms. Glynn nominated Mr. Eric Smith.

Ms. LeCesne MOVED to appoint Mr. Eric Smith to Seat 3 with a term ending November 2024 and Ms. Glynn seconded the motion.

Mr. Henson asked if someone could be appointed twice. Ms. Wald explained that there was a motion on the table to appoint Mr. Eric Smith to the unexpired term and other than talking about it, the Board must vote. If there was a 2-2 vote, the motion did not pass and they must have another motion. Ms. Glynn questioned what happened if the motion failed. Ms. Wald stated if the seat was not filled today, this item would be continued to the next CDD meeting.

On MOTION by Ms. LeCesne seconded by Ms. Glynn to appoint Mr. Eric Smith to Seat 3 with a term ending November 2024 by roll call vote:
Supervisor LeCesne: Aye.
Supervisor Glynn: Aye.
Supervisor Wellman: Nay.
Supervisor Henson: Nay.
Motion Failed 2-2.

Ms. LeCesne felt that it was important for the Board to make a decision as they were performing a public service, accountable for spending public funds and served in the best interest of the community. If the Board did not make decisions, they would have split votes like this and be in a holding pattern. Mr. Henson was hesitant to appoint Mr. Smith, due to resigning without an explanation, but if Mr. Smith was prepared to finish his term of office, Mr. Henson would reconsider. Ms. LeCesne understood Mr. Smith’s intentions, accepted his apology and felt that he was committed. Mr. Henson appreciated the apology. Mr. Wellman liked Mr. Smith and looked forward to working with him.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor the appointment of Mr. Eric Smith to fill the Board vacancy in Seat 3 with a term ending November 2024 was approved.

FIFTH ORDER OF BUSINESS

Administering of the Oath of Office

Mr. McGaffney, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Mr. Eric Smith.

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Ms. LeCesne thanked the Board for making this appointment and encouraged the candidates to serve on committees to assist the Board. Ms. Glynn thanked the candidates for applying.

A. Resolution 2023-05, Electing Assistant Secretary and Removal and Appointment of Treasurer

Mr. McGaffney requested that the Board approve the current slate of officers, adding Mr. Eric Smith as Assistant Secretary, removing Mr. Jason Showe as Treasurer and appointing Mr. Howard McGaffney as Treasurer.

On MOTION by Mr. Wellman seconded by Mr. Henson with all in favor the election of officers as stated above as evidenced by Resolution 2023-05 as well as Electing Assistant Secretary and Removal and Appointment of Treasurer was approved.

B. Sunshine Law & Commission on Ethics

Ms. Wald advised that Mr. Smith already served on the Board and was aware of the Sunshine, Public Records and Ethics Laws.

C. Forms 1, 1X, 1F, 8B

Mr. McGaffney provided Forms I-9, W-4, Form 1, Statement of Financial Interests to Mr. Smith, which was required to be filed with the Supervisor of Elections. Mr. Smith appreciated the appointment and thanked the Board and community for giving him another chance to serve.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. McGaffney was working on an updated map of District parking areas.

C. District Manager

i. Action Item Tracker

Mr. McGaffney presented an Action Item Tracker, which was included in the agenda package. It would be provided to the Board at least once a week. The HOA was assisting with e-blasts and work tickets, which he appreciated. Ms. LeCesne wanted to confirm what was closed or pending and for someone to interact with all residents in a professional and unbiased fashion and

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monitor vendors. Mr. McGaffney would coordinate with Mr. Bradshaw and Mr. Showe and report back to the Board at the April meeting.

- ii. **Discussion/Consideration to Authorize the Following Spending Authorities to Preserve and Protect District Assets/Infrastructure**
 - 1. **Onsite General Manager - \$5,000 for Repair Items, 3 Proposals Desired \$1,500 or Less Waive 3 Proposal Requirement**
 - 2. **District Manager with Chair’s Approval – For Any Critical and Emergency Purchases/Repairs Above \$15,000 to be Ratified by Board at Subsequent Meeting**
 - a. **Must Notify the Board Within 24 Hours of any Emergency Purchases/Repairs**
 - 3. **Authorize District Counsel to Draft the Policy**

Mr. McGaffney requested that the Board give the onsite General Manager authority to spend \$5,000 for repairs and maintenance (R&M) and the District Manager, with the Chairman’s approval, the authority to spend over \$15,000 for emergency repairs. Ms. Glynn voiced concern that the Board was approving the spending authority without engaging the General Manager. Mr. McGaffney clarified that the spending authority would be coordinated with the District Manager during the transition. Ms. LeCesne noted if there was abuse, it was easy to lower the amount. Mr. Henson voiced concern that in the past, unauthorized purchases were made and then ratified by the Board. Mr. McGaffney explained that there would be R&M up to the budgeted amount and anything above it, would come back to the Board. Mr. Smith was in favor due to the prior landscaper holding the Board hostage last year because they did not commit to a dollar amount. Mr. Henson questioned whether \$15,000 was sufficient for pump and gate repairs. Mr. McGaffney felt this was a good starting point. Ms. LeCesne preferred to approve \$25,000. Mr. Henson agreed with \$15,000 as they never spent over \$5,000.

On MOTION by Ms. Glynn seconded by Ms. LeCesne with all in favor authorization for the onsite General Manager to spend \$5,000 for repairs, obtaining three proposals for \$1,500 or less and waiving the three proposal requirement; authorization for the District Manager with the Chair’s approval to spend up to \$15,000 for critical and emergency repairs, to be ratified by Board at subsequent meetings and notifying the Board within 24 hours of any emergency purchases and authorization for District Counsel to draft the policy was approved.

D. Landscape and Irrigation Reports

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- i. **Insight Irrigation**
- ii. **ProGreen**

Mr. McGaffney presented reports from ProGreen Services, LLC. (ProGreen) for landscaping and from Insight Irrigation (Insight) for irrigation. Mr. Rusty Kahoe of ProGreen reported that they have been on the property for 26 days. Tracking work orders was a challenge as Paradise was still on property. Having a photo delineating CDD property from HOA property would be helpful. The first wet check was performed on February 7th and 8th, which uncovered a number of items. They repaired what they could, amounting to \$1,300, which the District received a credit for. Mr. McGaffney stated Paradise would come back to the Board with measured approaches on why the irrigation was not working, locating what was not working, replacing or repairing as needed and identifying essential items. Mr. Wellman submitted work orders for items, which would be handled after the critical items. Ms. LeCesne appreciated the credit and was pleased with what was presented by ProGreen. Mr. Wellman questioned what days ProGreen was onsite as the mowers were missing areas of CDD property. Mr. Kahoe confirmed they were mowing every other Thursday. If Mr. Wellman sent pictures, he would address those areas. Ms. LeCesne pointed out that the sides of corner lots abutting sidewalks were CDD property. Mr. McGaffney would include these areas on the map. Mr. Henson requested that the Supervisor overseeing landscaping meet once a week with the Account Manager to discuss items needing to be addressed. Mr. McGaffney preferred that the Supervisor attend drive-throughs. Ms. LeCesne expected all Board Members do their due diligence and advocate, but if ProGreen did not respond, she expected the District Manager to step in. Mr. Henson questioned why there were flags on CDD property. Mr. Kahoe explained those were areas where proposals needed to be obtained. An outage occurred in the middle of the month on the entire perimeter of the property. ProGreen spent two days locating valve boxes, but many were covered under 12 inches of dirt. As a result, a mapping system was proposed, which the Board received a proposal for.

SEVENTH ORDER OF BUSINESS

Business Items

- **Items for Board Consideration - ProGreen – Mapping Proposal – NTE: \$10,000 (Item 8Bi)**

Mr. McGaffney presented a proposal from ProGreen for mapping, which was included in the agenda package. Mr. Kahoe explained there would be a GPS mapping system that would be used by their technicians to locate valve boxes and wires, similar to the Insight map for the irrigation. Mr. Henson questioned the \$150 per hour charge in the proposal. Mr. McGaffney stated

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the proposal was a not-to-exceed of \$10,000 and anything above this amount would be billed at \$150 per hour.

Ms. Glynn MOVED to approve the proposal with ProGreen for mapping in a not-to-exceed amount of \$10,000 and Mr. Smith seconded the motion.

Mr. Wellman asked if Ground Penetrating Radar (GPR) would be used to show the location of pipes and if it was only for CDD property. Mr. Kahoe explained they would track all valve boxes, wiring and pipes on CDD property. The issue was old wiring running through the system and water intrusion. Mr. Wellman asked if this item was budgeted. Mr. McCarthy indicated that it would be paid from capital outlay.

On VOICE VOTE with all in favor the proposal with ProGreen for mapping in a not-to-exceed amount of \$10,000, was approved.

A. Guest Presentation for General Maintenance and Janitorial Service

Mr. McCarthy requested last month, an emergency power to engage a vendor on an interim basis to perform general maintenance and janitorial service. Two qualified vendors, Vesta Property Services (Vesta) and Leland Management (Leland), provided proposals.

i. Vesta Property Services

Ms. Lea Stokes, Vice President for Central Zone of Vesta presented a proposal for general maintenance and janitorial service. They had an office that was 12 miles away. Mr. Dan Fagen, Director of Amenity Operations stated that Vesta represented 30 CDDs. To hold vendors accountable, they provide a breakdown of their contract and a grading scale. They hold staff accountable by providing checklists through QR Codes. Through an App, they promote events and policies and procedures. Ms. LeCesne asked if they could integrate the ticket system through the App. Mr. Fagen would ask their IT Department. Their pricing was based on the Request for Proposals, identifying the number of hours that a Field Manager would use for a specific task. There were two options; 1) A fixed fee, the annual fee broken out into 12 months and 2) Cost plus, which was based on direct payroll expenses (taxes, insurance, etc.) with a multiplier covering other expenses. Mr. Fagen recommended that the Board chose the fixed rate and had a strong candidate for the General Manager position.

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Mr. Henson asked if the Facility Manager could raise and lower their flag, handle parking violation issues, service malfunctioning gates after hours and turn off fountains during high winds. Mr. Fagen stated if the flagpole was lit, the flag could stay up and if there was a golf cart, someone could ride around and place warning tickets on car windows. Occasionally they handled gates, but usually there was a contract with an access control provider. Ms. Stokes noted five full-time maintenance people on staff that could respond after hours for emergencies if the gate vendor was not available and service the fountains. Ms. LeCesne believed that there was an additional fee for this service. Mr. McGaffney confirmed that there was an hourly rate for additional items. Ms. LeCesne voiced concern with their current scope and job description and suggested coming up with a list of tasks at a workshop. Mr. Fagen agreed, because if there was nothing specific in writing, they could not be held accountable. Mr. Henson asked if Vesta could use their Preferred Vendor List. Mr. Fagen stated if there were preferred vendors that could respond quickly and Mr. McGaffney approved them, they would use them. Mr. Wellman asked if Vesta was interested in handling their CDD and HOA together. Mr. Fagen stated there were cost savings by Vesta managing both the HOA and CDD, but there were challenges. Ms. Glynn asked if pool maintenance was included and what services were included for janitorial. Mr. Fagen stated janitorial was part of their contract, but they used a subcontractor. They had employees who had a commercial pool operator license but understood that the current CDD pool vendor was working out well. Mr. McGaffney requested the Cost-Plus fixed fee for the maintenance tech positions in order to negotiate the terms. Ms. LeCesne preferred having someone similar to their former facility supervisors.

Mr. Fagen and Ms. Stokes left the meeting room.

Ms. Glynn temporarily left the meeting but returned shortly thereafter.

ii. Leland Management

Ms. Darcie Madison, Brevard divisional Director of Leland Management (Leland) presented their proposal for general maintenance and janitorial service. They have been in the business for 25 years, specializing in Association Management. Ms. Beth Morris, Senior CAM, currently managed the HOA and Mr. Gary van der Laan, Senior Vice President managed Montecito 15 years ago.

Ms. LeCesne questioned the coverage. Ms. Madison envisioned a full-time General Manager and part-time Facilities Assistant. They had an after-hours service, which the HOA

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utilized. Mr. McGaffney stated they would negotiate for a maintenance technician at an hourly rate. Mr. Wellman questioned the \$1,000 per month maintenance fee, how many CDDs they managed and whether they had someone for the General Manager and Facilities Assistant. Ms. Madison explained that the maintenance fee was separate from the General Manager and Facilities Attendant fee. They were not currently managing any CDDs and would have to advertise for the General Manager. Mr. Henson asked if the Facility Manager could raise and lower their flag, handle parking violation issues, service malfunctioning gates after hours and turn off fountains during high winds. Ms. Madison stated the part-time Facilities Assistant could handle any duties requested by the Board at no additional charge. Mr. McGaffney clarified that the only tasks they were authorized to perform were those identified in the scope. Ms. Madison pointed out if it was outside of the scope, it could be bid out. Ms. Glynn questioned the coordination between the CDD and HOA, since Leland managed the HOA. Ms. Madison expected any HOA issues to be handled by the HOA. Ms. LeCesne asked whether they would have an open-door policy, due to past issues. Ms. Madison had no issues with an open-door policy for residents to ask questions and report complaints, even if it was not the correct entity. Ms. Glynn felt that Leland's proposal was thorough.

Ms. Madison left the meeting room.

Mr. McGaffney worked with both firms and felt that they were capable of performing the work. He would prepare a checklist specific to Montecito to handle issues that Mr. Henson requested such as raising and lowering the flag or turning off the fountains. Ms. Glynn favored Leland due to Vesta's being significantly higher, the detail of their plan and having one company handling the HOA and CDD. Ms. LeCesne disagreed as the cost between Vesta and Leland could be equal by the time they figured out the contract. Mr. Wellman preferred Vesta due to proposal, presentation and being in business longer. Mr. Henson favored Leland due to Vesta's second- and third-year estimate. Mr. Smith preferred Vesta due to Leland charging a \$1,000 maintenance fee, Vesta having more experience and having someone that could be onsite immediately. Ms. LeCesne selected Vesta based on their experience and having someone onsite immediately. Mr. James Bourdeau of 137 Clemente Drive preferred Leland, based on Vesta's poor performance at a property that he owned and familiarity with Ms. Morris. There was Board consensus to remove janitorial from the scope and include parking enforcement.

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On MOTION by Mr. Wellman seconded by Mr. Smith to award the general maintenance and janitorial service contract to Vesta Property Services, removing janitorial services and including parking enforcement in the scope by roll call vote:
 Supervisor Henson: Nay.
 Supervisor Wellman: Aye.
 Supervisor Glynn: Nay.
 Supervisor LeCesne: Aye.
 Supervisor Smith: Aye.
 Motion Passed 3-2.

B. Items for Board Consideration

i. ProGreen – Mapping Proposal – NTE: \$10,000

This item was discussed.

ii. ProGreen – Sod Replacement Proposal - \$2,375

Mr. McGaffney stated this proposal was sod replacement at 418 Montecito Drive, if needed.

Mr. Smith MOVED to approve the proposal with ProGreen for sod replacement in the amount of \$2,375 and Ms. LeCesne seconded the motion.

Ms. Wald received an email from the owner’s counsel, which she did not read, but requested that the Board proceed. Mr. Henson asked if the \$2,375 would be added to the reimbursement. Mr. McGaffney stated it was included. Mr. Henson noted that areas next to this property were in bad shape and needed sod. Mr. McGaffney confirmed that the sod was only for this area and ProGreen was working on replacing the sod in additional areas. Mr. Wellman estimated that the cost per square foot was 90 cents.

On VOICE VOTE with all in favor the proposal with ProGreen for sod replacement in the amount of \$2,375 was approved.

iii. Coverall – Annual Janitorial Services Proposal

Mr. McGaffney provided a proposal from Coverall for janitorial services, as these services were removed from Vesta’s contract. Ms. LeCesne questioned whether the CDD would provide the supplies. Ms. Glynn suggested that the onsite person purchase the supplies, since they had spending authority. Mr. Henson questioned why the contract amount increased from \$450 to \$650

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per month. Mr. McGaffney explained that it was due to inflation and the increased cost of chemicals and materials. Ms. Glynn felt that the increase was not significant as they were currently paying \$620 per month; \$450 for twice per week cleaning and \$170 per month for an additional day. Ms. LeCesne agreed as they were also performing window cleaning. Mr. McGaffney recommended that the District set up an account for the supplies in order for the District to receive the tax deduction, request with Coverall to provide the increase of \$650 until the contract was negotiated and provide an effective start date.

Mr. Smith MOVED to approve the proposal with Coverall for janitorial services in the amount of \$650 per month through March 31, 2023 and authorize District Counsel and the District Manager to negotiate the terms and Ms. Glynn seconded the motion.

During the transition, Ms. LeCesne recommended having an evaluation policy annually or bi-annually. Mr. McGaffney stated that the onsite manager would evaluate the performance of all contractors.

On VOICE VOTE with all in favor approving the proposal with Coverall for janitorial services in the amount of \$650 per month through March 31, 2023 and authorizing District Counsel and the District Manager to negotiate the terms was approved.

iv. BCLMR – District Counsel Fee Adjustment Letter

Ms. Wald requested adjustment in their fee to \$275 per hour for partners and \$225 per hour for associates starting on May 1, 2023. There has not been an adjustment since 2005. Mr. Henson questioned the prior rates. Ms. Wald stated it was \$225 for partners and \$190 for associates. Mr. Henson asked if there were fees for travel and attendance at meetings. Ms. Wald noted fees for preparation in advance of the meeting, travel time and attendance at Board meetings.

On MOTION by Ms. LeCesne seconded by Mr. Smith with all in favor the proposal with District Counsel for the fee adjustment as requested was approved.

C. Discussion Items

i. Discussion of Cost Share Arrangement for Asbuilts

Mr. McGaffney requested that this item be removed from the agenda.

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EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Henson voiced concern that the benches cost \$1,000, but it cost \$806 to ship the slats to repair them. Mr. McGaffney explained that according to the invoice, bolts and other materials were included. In the future, this should not be an issue. Mr. Wellman noted that the fountain and gate timing were off and the pool cushions needed to be tied down. Mr. McGaffney stated that most communities removed them at night and kept in a storage bin, which helped with the wear and tear. Ms. Glynn requested that parking enforcement be included in the scope for general maintenance and that there be good communication between the three HOAs, the CDD, GMS, Leland and Vesta. Mr. Smith reported that behind his house at 689 Monterey Drive, an irrigation pump was making loud noises. Ms. LeCesne noted that components on the cameras had rust, due to being exposed to the elements and requested a proposal. Mr. McGaffney would look at the cameras after the meeting.

TENTH ORDER OF BUSINESS

Audience Comments

Mr. James Bourdeau of 137 Clemente Drive did not understand why the community had two landscape companies and questioned whether the Board was approached by any of the three HOAs about their landscaping contracts. Mr. McGaffney stated no one approached the District Manager. Ms. LeCesne noted the single-family home HOA preferred to have one landscaper. Mr. McGaffney requested that any requests from the HOA be directed to him.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – Budget Workshop – March 1, 2023 at 9:30 AM at the Montecito Beach Club

Mr. McGaffney stated the next meeting was a budget workshop scheduled for March 1, 2023 at 9:30 a.m. at this location.

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TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. LeCesne seconded by Mr. Wellman with all in favor the meeting was adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman