

## WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

## TRANSCRIPT OF: MONTHLY BOARD MEETING

DATE: April 5, 2016

TIME: 4:10 p.m. - 8:25 p.m.

PLACE: Westchase Community  
Association Office  
10049 Parley Drive  
Tampa, FloridaREPORTED BY: Kimberly Himes  
Notary Public  
State of Florida at LargeRICHARD LEE REPORTING  
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| 8  | Motion to reassign \$422,031 from Reserve<br>Roadway Prior Years to Unassigned Cash<br>Passed   | 31         |
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| 10 | Ratification of approval of agreement with<br>Westchase Soccer Association, Inc.<br>Passed  | 38         |
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1 APPEARANCES:  
2 BOARD MEMBERS PRESENT:  
3 Mark Ragusa, Chairman  
4 Greg Chesney  
5 Brian Ross  
6 Bob Argus  
7 Jim Mills  
8 ALSO PRESENT:  
9 ERIN MCCORMICK, ESQUIRE  
10 Erin McCormick Law, P.A.  
11 3314 Henderson Boulevard  
12 Suite 103  
13 Tampa, Florida 33609  
14  
15 Andrew Mendenhall  
16 Doug Mays  
17 Sonny Whyte  
18 Christopher Barrett  
19  
20  
21  
22  
23  
24  
25

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| 2  |   |      |
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| 4  |   |      |
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1 The transcript of Westchase Community  
 2 Development District Board Meeting, on the 5th day  
 3 of April, 2016, at Westchase Community Association  
 4 Office, 10049 Parley Drive, Tampa, Florida,  
 5 beginning at 4:10 p.m., reported by Kimberly Himes,  
 6 Notary Public in and for the State of Florida at  
 7 Large.  
 8 \* \* \* \* \*  
 9 THE CHAIR: I'm Mark Ragusa. I'm Chair  
 10 of the Westchase Community Development  
 11 District. I'd like to welcome you to the  
 12 April 5, 2016 Westchase CDD meeting.  
 13 I would like to start with everybody  
 14 standing and joining me in the Pledge of  
 15 Allegiance.  
 16 (Pledge of Allegiance recited.)  
 17 THE CHAIR: The record should reflect  
 18 that all of the supervisors are present and  
 19 accounted for, as is district counsel and  
 20 district manager and district field and other  
 21 staff members, as well.  
 22 We have -- the first item on the agenda  
 23 is the consent agenda, which is the approval  
 24 of the March 1, 2016 meeting minutes.  
 25 Mr. Argus has submitted two scrivener errors

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1 that were identical on two different pages.  
 2 And we also -- we ask for consent agenda  
 3 approval of the financial statements as of  
 4 February 28, 2016. Is that correct or should  
 5 that be March?  
 6 MR. MENDENHALL: It depends on when our  
 7 last meeting was before then. It should have  
 8 been March 1st. It could be. Let me check.  
 9 THE CHAIR: All right. In any event, I  
 10 don't have --  
 11 MR. MENDENHALL: No, it is February.  
 12 THE CHAIR: Okay.  
 13 MR. MENDENHALL: Yeah, definitely.  
 14 THE CHAIR: Okay. February 28th, 2016  
 15 financial statements. Do we have a motion to  
 16 accept as with the two scrivener errors?  
 17 MR. MILLS: Jim Mills. Motion to  
 18 accept.  
 19 THE CHAIR: Do we have a second?  
 20 MR. ARGUS: I'll second.  
 21 THE CHAIR: Thank you, Mr. Argus. All  
 22 in favor of the motion, please raise your  
 23 hand. That motion passes five to nothing.  
 24 The next item on the agenda is the  
 25 Engineer's Report. I don't see Tonja here.

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1 Do we expect a report from Tonja?  
 2 MS. WHYTE: She asked if she could call  
 3 in.  
 4 THE CHAIR: Okay.  
 5 MS. WHYTE: Do you want to do it right  
 6 now, or do you want to do it at the end? Your  
 7 call.  
 8 THE CHAIR: What is she reporting on?  
 9 MS. WHYTE: I believe the borrow pit.  
 10 MS. MCCORMICK: Yeah. We were -- she  
 11 was going -- we were going to talk a little  
 12 bit about the status of the borrow pit.  
 13 MS. WHYTE: Do you want me to get her on  
 14 the phone?  
 15 THE CHAIR: Let's go ahead and -- I'm  
 16 going to skip to the Manager's Report then.  
 17 Andy, do you want to work on the Fiscal Year  
 18 2017 Budget --  
 19 MR. MENDENHALL: Yeah, sure.  
 20 THE CHAIR: -- and then we'll address  
 21 the WSA contract?  
 22 MR. MENDENHALL: Okay. So this is --  
 23 usually we bring the budget about in April.  
 24 We really don't do -- typically at least, we  
 25 don't do too much with it at this meeting

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1 except for present it and really have a  
 2 starting point for you board members to start  
 3 thinking about ideas and wish list items and  
 4 that sort of thing, so that they can be  
 5 communicated then to Sonny.  
 6 And Sonny works with our accounting  
 7 folks and me, and we kind of piece it all  
 8 together with the ultimate objective. When we  
 9 come back at our May meeting, the board looks  
 10 to approve the preliminary budget. Then it  
 11 gets sent off to the county. And then two  
 12 months after that, we look to adopt your final  
 13 budget.  
 14 So this was on Dropbox. I also have  
 15 some copies if anybody wants a copy.  
 16 Certainly, if there's anything about the  
 17 budget that you want to talk about now, we can  
 18 do that, because obviously we have it. Any  
 19 questions you want me to take away and get  
 20 answers for the next meeting, I can do that,  
 21 also. Obviously, get you answers before the  
 22 next meeting.  
 23 But in a nutshell, the way that it's  
 24 coming in now, at least as far as this draft,  
 25 is we have it set up with -- it is only

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|--|--|
| <p style="text-align: right;">Page 9</p> <p>1 showing small increases in a few areas. You<br/> 2 might remember that we talked about Radcliffe<br/> 3 and a project that they were doing that we<br/> 4 were going to bring back the Radcliffe fund in<br/> 5 order to fund that project. So that would be<br/> 6 an area where there would be an increase.<br/> 7 As well, something important to note, we<br/> 8 still have the -- or we carried over the<br/> 9 \$400,000 that you've been doing for the past<br/> 10 couple budget sessions for your parks project.<br/> 11 Obviously, it doesn't have to stay in there.<br/> 12 I'm sure there will be some discussions about<br/> 13 that in general, but it's there as a place<br/> 14 marker right now. And, of course, that's what<br/> 15 keeps your budget, at least at this point,<br/> 16 almost near even with what it has been.<br/> 17 Of course, if you determine that you<br/> 18 don't want to use that or you don't want to<br/> 19 use some portion of that, then the budget for<br/> 20 everybody -- for most people would pretty much<br/> 21 go down. Actually, probably everybody just<br/> 22 about.<br/> 23 Other points of interest, you have the<br/> 24 parcel of land that you bought about two years<br/> 25 ago. We still have that in there with a place</p> | <p style="text-align: right;">Page 11</p> <p>1 questions or anything you want me to get you<br/> 2 answers for, I can certainly do that.<br/> 3 Otherwise, outside of the meeting, if you come<br/> 4 up with things, feel free to either email or<br/> 5 call me or Sonny. If it's -- you know, a lot<br/> 6 of times with the project-related stuff,<br/> 7 I know the board has traditionally gone to<br/> 8 Sonny and Doug, because they're in the field<br/> 9 and working with the various vendors.<br/> 10 Mr. Chesney.<br/> 11 MR. CHESNEY: Yes. Greg Chesney. Are<br/> 12 you going to have a separate agenda item for<br/> 13 the exhibit that we were asked to discuss<br/> 14 today?<br/> 15 MR. MENDENHALL: I was going to bring<br/> 16 that up next, but it kind of segues right from<br/> 17 the budget if you want me to talk about it.<br/> 18 THE CHAIR: Well, before we do that --<br/> 19 and we will go right into that --<br/> 20 MR. MENDENHALL: Okay.<br/> 21 THE CHAIR: -- does anybody have any<br/> 22 issue or questions or desire to discuss any of<br/> 23 the items in the current proposed 2017 budget?<br/> 24 MR. ARGUS: Not at this point.<br/> 25 THE CHAIR: Anybody else? Okay. Andy,</p>  |
| <p style="text-align: right;">Page 10</p> <p>1 marker of one dollar, because there hasn't<br/> 2 been any discussion of what you want to do<br/> 3 with that, and that's fine. But just keep<br/> 4 that in mind as we go through this, that if<br/> 5 there are any discussions about that -- of<br/> 6 course, you know, figure out what dollars and<br/> 7 -- and you can go ahead and budget that.<br/> 8 Outside of that, not much else except<br/> 9 for if you -- you take a careful look. You<br/> 10 know, one of the things I always like to point<br/> 11 out is the Exhibit A, which comes after your<br/> 12 general fund budget, and it explains what your<br/> 13 relative position of your various reserves and<br/> 14 your designated funds and your undesignated<br/> 15 funds. It gives you a really good snapshot of<br/> 16 kind of what your -- what your cash position<br/> 17 and obviously your reserve position is for the<br/> 18 district at this time.<br/> 19 So look at your balance sheet and kind<br/> 20 of relating it to where you are with your<br/> 21 current budget and where you potentially will<br/> 22 be at the end of next budget year if you go<br/> 23 with this obviously draft budget, so -- I'll<br/> 24 leave that discussion there.<br/> 25 Obviously, if there are any initial</p>      | <p style="text-align: right;">Page 12</p> <p>1 why don't you segue into your other report.<br/> 2 MR. MENDENHALL: Sure. Okay. So I have<br/> 3 another report that was on Dropbox, and I have<br/> 4 copies of it. It was a late edition to<br/> 5 Dropbox, so I'll just pass that around if that<br/> 6 works. Okay. So what this -- sorry. I'll<br/> 7 let you go, Greg.<br/> 8 MR. CHESNEY: Oh, no.<br/> 9 MR. MENDENHALL: Oh, I saw your hand up.<br/> 10 (Mr. Mendenhall's cell phone ringing.)<br/> 11 (Discussion off the record.)<br/> 12 MR. MENDENHALL: Okay. So what you have<br/> 13 in front of you is an analysis that was done a<br/> 14 short while ago by Alan Baldwin. And what<br/> 15 this is, is this is an analysis of -- it's<br/> 16 kind of like the Exhibit A that I just<br/> 17 referred to. It specifically talks about the<br/> 18 funds that you have in reserves, as well as<br/> 19 your unassigned cash. And probably -- at<br/> 20 least most importantly based on our last<br/> 21 meeting, it talks about the funds that are set<br/> 22 aside for the district-wide road reserves.<br/> 23 Just as a refresher and for the<br/> 24 audience's benefit, there was some discussion<br/> 25 at the last meeting that you have a district-</p> |

3 (Pages 9 to 12)

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1 wide roads reserves, which is probably higher  
 2 than it needs to be.  
 3 Once again, for audience reference, you  
 4 have road reserves for your villages, which  
 5 every village that has district roads, they  
 6 are assessed for the future maintenance of  
 7 those roads, and when the time comes and  
 8 Village A needs their roads done, we go ahead  
 9 and use the funds that they specifically have  
 10 saved to pay for their roads. And then those  
 11 funds get replenished as we go through future  
 12 budget years.  
 13 So the uniqueness of this reserve is  
 14 this does not deal with village-specific  
 15 reserves. The idea of this is that it is  
 16 roadway reserves for the district as a whole.  
 17 So, in other words, it is collecting funds not  
 18 from one village or two villages but from  
 19 everybody in the community for what would be  
 20 roads that are used by everybody in the  
 21 community.  
 22 You, as I understand it, only have  
 23 really three areas that have -- that are truly  
 24 district-wide that cannot be assigned to a  
 25 specific village. Yes, sir.

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1 MR. ARGUS: These are district-owned  
 2 roads, or are these public roads?  
 3 MR. MENDENHALL: These are CDD district-  
 4 owned roads.  
 5 MR. ARGUS: Okay.  
 6 MR. MENDENHALL: Okay. So the long and  
 7 short of it is: We're not sure exactly why  
 8 these dollars are so high in this line item.  
 9 It was done before my time; probably before a  
 10 lot of people's times. It's at least 10 years  
 11 ago. And it stopped being added to quite some  
 12 time ago, because I think when Alan came in,  
 13 he realized that you didn't have -- have a  
 14 need for these. That being said, it's still  
 15 allocated there.  
 16 So I had a chance to speak with Tonja  
 17 about specifically what type of dollars are  
 18 needed for the true district-wide road  
 19 reserves. She had estimated approximately  
 20 \$80,000 would be the cost of doing all of it.  
 21 And conceptually, just like our other roads,  
 22 that would be something that you would accrue  
 23 over a number of years. You just had these  
 24 roads paved, so that would usually be a  
 25 15-year horizon. Yes, sir.

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1 MR. ARGUS: Before I interrupted you the  
 2 last time, you were about to say what the  
 3 three areas were.  
 4 MR. MENDENHALL: Oh, I'm sorry. Yeah.  
 5 The three areas are -- there are some  
 6 alleyways, as I understand it; some common  
 7 alleyways. There is an area, as I understand,  
 8 between the golf course and -- is it Harbor  
 9 Links?  
 10 MR. CHESNEY: Yes.  
 11 MR. MENDENHALL: Harbor Links. And then  
 12 the final area is a road near the 7-Eleven.  
 13 Okay? So those are the three areas. Much  
 14 smaller than what you have in some of your  
 15 various villages.  
 16 MR. BARRETT: Is that Whitmarsh?  
 17 MR. MENDENHALL: I'm sorry?  
 18 MR. BARRETT: Is that Whitmarsh?  
 19 THE CHAIR: I'll call on you if you  
 20 want.  
 21 MR. BARRETT: Sorry.  
 22 MR. MENDENHALL: So just --  
 23 THE CHAIR: Mr. Barrett.  
 24 MR. BARRETT: Is that Whitmarsh?  
 25 MR. MAYS: Yes.

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1 MR. ARGUS: Yes.  
 2 MR. MENDENHALL: For the benefit of  
 3 anybody that doesn't have this paper in front  
 4 of them, the reserves in that particular line  
 5 item is \$502,031. Tonja says you probably  
 6 need about 80,000. You are at kind of a  
 7 starting point where you have a 15-year  
 8 horizon.  
 9 So conceptually you can take that 80,000  
 10 and divide it by 15, you know, if we wanted to  
 11 say there were no increases, or we could build  
 12 a buffer, but the long and short of it is that  
 13 what you truly need in there is significantly,  
 14 significantly less than the 502,000, and  
 15 probably less -- significantly less than the  
 16 80,000, because, once again, you're at the  
 17 beginning of that horizon for which you need  
 18 15 years approximately.  
 19 So the discussion was: Could you use  
 20 some of those funds in order to -- to use it  
 21 towards the parks project, so obviously you  
 22 wouldn't have to assess more residents and  
 23 that sort of thing since this has already been  
 24 assessed? And, yes, you can.  
 25 The way that we typically do this from



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| <p style="text-align: right;">Page 17</p> <p>1 an accounting perspective is the board would<br/> 2 need to make a motion to reassign those funds.<br/> 3 So you would reassign them out of this<br/> 4 particular reserve -- Reserve Roadways Prior<br/> 5 Years -- and you would move it to unallocated<br/> 6 or you could move it to a specific line item<br/> 7 if you wanted to or you could create a new<br/> 8 reserve. You know, just to give you all of<br/> 9 the scenarios; you could do it a couple<br/> 10 different ways.<br/> 11 THE CHAIR: Mr. Chesney.<br/> 12 MR. CHESNEY: So I would like to make<br/> 13 that motion, that way we'll have a clearer<br/> 14 idea of our actual reserves. So 80,000<br/> 15 divided by 15 is \$5,333.33. So I say we<br/> 16 reserve that for the current year, which means<br/> 17 \$496,697.67 I would propose we move to<br/> 18 unassigned cash, which would leave \$5,333 in<br/> 19 reserve roadways.<br/> 20 THE CHAIR: All right. Is there a<br/> 21 second? Okay. Hearing none, do we have a --<br/> 22 UNIDENTIFIED SPEAKER: I'll second it.<br/> 23 THE CHAIR: For discussion purposes.<br/> 24 How -- what I didn't hear before the motion<br/> 25 was why we had \$502,000 in that allocated</p> | <p style="text-align: right;">Page 19</p> <p>1 MR. MENDENHALL: Yeah, you would have to<br/> 2 unwind it, and it would be pretty difficult<br/> 3 because you've got different assessment levels<br/> 4 in different villages, and then you have<br/> 5 different villages, which, of course, have<br/> 6 different road lengths and that sort of thing.<br/> 7 THE CHAIR: Okay. You know I'm never<br/> 8 going to support using prior reserves to pay<br/> 9 for this park project. Is it your intention<br/> 10 to move it to an unallocated and available<br/> 11 funds so you can use it for the park project?<br/> 12 MR. CHESNEY: It is my intention -- I<br/> 13 have no intentions, but it needs to be in<br/> 14 unassigned cash. Whether or not you keep the<br/> 15 funds in there currently is up to you. This<br/> 16 has no -- nothing to do with the parks project<br/> 17 as much as it has something to do with<br/> 18 properly assessing what our reserve levels and<br/> 19 our fund balance -- that's the word I'm<br/> 20 looking for -- fund balance in Westchase is.<br/> 21 THE CHAIR: I just don't know how this<br/> 22 reserve has gotten through so many budget<br/> 23 reviews without getting caught.<br/> 24 MR. CHESNEY: Well, it's just -- I --<br/> 25 last year I -- I don't know.</p> |
| <p style="text-align: right;">Page 18</p> <p>1 reserves.<br/> 2 MR. CHESNEY: I can speculate, but I<br/> 3 don't know for sure. The best I can tell is<br/> 4 when Jim Ward did his budgeting, he just kind<br/> 5 of dumped stuff in there. And then when we<br/> 6 came in -- the elected supervisors -- we set<br/> 7 up actual road reserves.<br/> 8 I don't think that they ever moved the<br/> 9 old money into the road reserves that we had<br/> 10 set up, so that's what it looks like. But,<br/> 11 yeah, we stopped accruing money in this fund<br/> 12 --<br/> 13 MR. MENDENHALL: Awhile ago.<br/> 14 MR. CHESNEY: -- as long as I was able<br/> 15 to find back.<br/> 16 MR. MENDENHALL: Right. And,<br/> 17 additionally, if Jim had done it that way,<br/> 18 which is very possible, there really wouldn't<br/> 19 have been a clear way to delineate what<br/> 20 proportional amounts should go towards the<br/> 21 different villages. I mean I guess you could<br/> 22 do a ratio, but --<br/> 23 MR. CHESNEY: Yeah, I had never thought<br/> 24 about that. That's probably why it didn't get<br/> 25 allocated into the road reserves, because --</p>   | <p style="text-align: right;">Page 20</p> <p>1 MR. MENDENHALL: I think it was noticed<br/> 2 just not moved.<br/> 3 MR. CHESNEY: Yeah.<br/> 4 THE CHAIR: I would agree with you that<br/> 5 it needs to come out of an assigned budget<br/> 6 line item. All right. I think that just<br/> 7 gives us so much more flexibility. Any more<br/> 8 discussion? Mr. Argus.<br/> 9 MR. ARGUS: I find the timing very<br/> 10 interesting here. We have a half million<br/> 11 dollars in a road reserve, and it's my<br/> 12 understanding we have two or three people here<br/> 13 today looking for funds to repave our roads in<br/> 14 Westchase.<br/> 15 Since the money was collected to repave<br/> 16 roads, logic would say it should be used<br/> 17 somehow to repave roads.<br/> 18 THE CHAIR: Faulty logic but --<br/> 19 MR. ARGUS: Well, some logic there.<br/> 20 THE CHAIR: We don't know why that money<br/> 21 was accrued. We don't know where that money<br/> 22 came from. That's the problem.<br/> 23 MR. CHESNEY: Well, I know where it came<br/> 24 from. It came from --<br/> 25 THE CHAIR: It came from the residents.</p>   |

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|--|---|
| <p style="text-align: right;">Page 21</p> <p>1 MR. CHESNEY: Yeah, the property owners.<br/> 2 I think -- because I think the developer had<br/> 3 to pay part of it.<br/> 4 THE CHAIR: Mr. -- Mr. Mills.<br/> 5 MR. MILLS: Thank you. If I understood<br/> 6 the motion correctly and -- and district<br/> 7 manager's comment, we have not been assessing<br/> 8 residents for this line item for sometime now.<br/> 9 And if you throttle back to 1/15th of the<br/> 10 reserve schedule, that suggests we're going to<br/> 11 start re-assessing residents for this --<br/> 12 MR. CHESNEY: Yeah, that -- that was my<br/> 13 intention of that --<br/> 14 THE CHAIR: We need some.<br/> 15 MR. CHESNEY: -- is to put it on an<br/> 16 annualized basis. And I'll -- I'll explain my<br/> 17 thought there. It's that the roads have just<br/> 18 been paved, so they don't need to be paved for<br/> 19 a while, so I -- you know, normally instead of<br/> 20 just keeping 80,000 in there, I mean it would<br/> 21 be the people here that have -- to me it<br/> 22 matches up. They're going to -- more closely<br/> 23 who is going to get the benefit of the road is<br/> 24 the people in the next 15 years are the ones<br/> 25 that are going to wear on the road, not the</p> | <p style="text-align: right;">Page 23</p> <p>1 clarification.<br/> 2 MR. ARGUS: But it wouldn't be everybody<br/> 3 in Westchase paying it? Wouldn't it be just<br/> 4 those that directly benefit from it?<br/> 5 MR. MENDENHALL: It would be everybody.<br/> 6 THE CHAIR: Everybody.<br/> 7 MR. MENDENHALL: It would be everybody.<br/> 8 MR. ARGUS: So if I lived in Radcliffe,<br/> 9 for example, I'm paying for the alleyways in<br/> 10 West Park Village?<br/> 11 MR. CHESNEY: It is not the alleyways in<br/> 12 West Park Village.<br/> 13 MS. WHYTE: No, I -- it's not the<br/> 14 alleyways. The alleyways are being assessed<br/> 15 separately under Account Number 105. Am I<br/> 16 correct?<br/> 17 MR. ARGUS: That's what I thought.<br/> 18 Okay.<br/> 19 MS. WHYTE: So it's just Radcliffe Drive<br/> 20 and Whitmarsh.<br/> 21 MR. MENDENHALL: Okay.<br/> 22 MR. ARGUS: All right. So if I live in<br/> 23 Radcliffe, then I'm paying for the Harbor<br/> 24 Links access road to be repaved?<br/> 25 MR. MENDENHALL: I understood that as,</p>  |
| <p style="text-align: right;">Page 22</p> <p>1 people in the last 15 years. That's why I<br/> 2 thought just bring it down to the current<br/> 3 year. I didn't say that very clearly, but --<br/> 4 MR. MILLS: No, no, I follow you.<br/> 5 MR. CHESNEY: -- if you understand.<br/> 6 MR. MILLS: But will that represent then<br/> 7 an increase in the total assessments?<br/> 8 MR. CHESNEY: It can, but it does not<br/> 9 have to.<br/> 10 MR. MILLS: Okay.<br/> 11 MR. CHESNEY: But, yes, it would -- it<br/> 12 would my intention on the budget -- and when<br/> 13 you see the budget next month that there would<br/> 14 be a 5,333-dollar line item for road reserves,<br/> 15 and that would be ongoing until we pave the<br/> 16 roads.<br/> 17 MR. MENDENHALL: With the -- with the<br/> 18 amount of parcels that are, you know, assessed<br/> 19 throughout Westchase, you're talking about a<br/> 20 very, very insignificant dollar amount --<br/> 21 MR. CHESNEY: Yeah, probably 50 cents.<br/> 22 MR. MENDENHALL: -- per resident.<br/> 23 MR. MILLS: That's true.<br/> 24 THE CHAIR: Yeah, it's a couple dollars.<br/> 25 MR. MILLS: Okay. Thanks for that</p>  | <p style="text-align: right;">Page 24</p> <p>1 you know, once again, I -- it's semantics, but<br/> 2 I understood that as a common CDD road,<br/> 3 because everybody has access to it. I'm<br/> 4 certainly not the expert on that. I'm not a<br/> 5 lawyer or an engineer, but --<br/> 6 MR. CHESNEY: We had a long time ago --<br/> 7 I mean this was a long time ago. Bill<br/> 8 Kemmerer -- and I don't remember all the<br/> 9 reasons. Mark might better, but we had<br/> 10 identified that road, because there was some<br/> 11 talk about moving that road towards West -- to<br/> 12 Harbor Links, but that road is also used by<br/> 13 the golf club and whatever that other<br/> 14 community is, so we had kept it in the<br/> 15 general. And the one by 7-Eleven has always<br/> 16 been -- well, those two have always been in<br/> 17 the general. They've never been anything<br/> 18 else. So we had as a board took -- taken<br/> 19 specific action on keeping that as part of the<br/> 20 community as a whole.<br/> 21 THE CHAIR: That's right. Mr. Barrett.<br/> 22 MR. BARRETT: I just do recall -- I<br/> 23 don't know how long ago. Doug, you can help<br/> 24 me with this -- but Doug using some of the<br/> 25 (unintelligible) patching from Lowe's, and you</p> |

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| <p style="text-align: right;">Page 25</p> <p>1 guys talked about at that point potentially</p> <p>2 taking Whitmarsh and designating it among the</p> <p>3 businesses there, because that road is</p> <p>4 generally only used by -- by customers of</p> <p>5 those businesses. And to be consistent,</p> <p>6 there's no gate on it for sure, but there are</p> <p>7 no gates on West Park Village alleyways and</p> <p>8 you specifically assess West Park residents</p> <p>9 for those alleyways.</p> <p>10 It doesn't seem consistent to me sitting</p> <p>11 here that you would take a road that really</p> <p>12 just serves those commercial businesses back</p> <p>13 there -- the 7-Eleven and the office park and</p> <p>14 Primrose -- and basically make people in The</p> <p>15 Shires and The Bridges pay for it.</p> <p>16 THE CHAIR: Mr. Chesney.</p> <p>17 MR. CHESNEY: Yeah. I'm -- I'm not -- I</p> <p>18 want us to keep focused on the motion. All of</p> <p>19 those are valid points and --</p> <p>20 MR. BARRETT: I just wanted to remind</p> <p>21 you (unintelligible).</p> <p>22 MR. CHESNEY: -- I think we ought to</p> <p>23 discuss those as part of the budget cycle, but</p> <p>24 I -- you know, those -- those things do not</p> <p>25 impact this motion and the intent of this</p> | <p style="text-align: right;">Page 27</p> <p>1 uncomfortable with the fact that we went from</p> <p>2 500,000 to 5,000. I'm not -- I'm still not</p> <p>3 comfortable with what we see in that fund as</p> <p>4 it is. Any further discussion?</p> <p>5 Okay. All in favor of the motion,</p> <p>6 please raise your hand.</p> <p>7 Okay. Two vote for. The motion fails.</p> <p>8 Do we have another motion on this issue?</p> <p>9 MR. CHESNEY: Do you have an amount in</p> <p>10 mind?</p> <p>11 THE CHAIR: For the purposes of moving</p> <p>12 out of an assigned fund, I would withhold</p> <p>13 \$80,000, which is the number you said --</p> <p>14 MR. CHESNEY: Well, that's what Tonja</p> <p>15 said.</p> <p>16 THE CHAIR: And that's why we have</p> <p>17 professionals. And we can do the math here.</p> <p>18 MR. CHESNEY: Okay.</p> <p>19 THE CHAIR: I guess that would leave</p> <p>20 \$422,031 to be shifted over.</p> <p>21 MR. CHESNEY: Okay. I'll -- I'll agree</p> <p>22 with that.</p> <p>23 THE CHAIR: Is that your motion then?</p> <p>24 MR. CHESNEY: Yeah. Do you want -- do I</p> <p>25 need to check your math?</p>              |
| <p style="text-align: right;">Page 26</p> <p>1 motion. The intent of this motion is just to</p> <p>2 put -- to make a fund balance properly</p> <p>3 represent what it is or should be.</p> <p>4 THE CHAIR: Just for clarification then,</p> <p>5 you have a two-part motion. Correct? You</p> <p>6 want to move --</p> <p>7 MR. CHESNEY: No.</p> <p>8 THE CHAIR: -- 496,000 to an unassigned</p> <p>9 fund. Correct?</p> <p>10 MR. CHESNEY: Right.</p> <p>11 THE CHAIR: I thought you also wanted to</p> <p>12 establish future assessments.</p> <p>13 MR. CHESNEY: I was just going to put</p> <p>14 that in the proposed budget.</p> <p>15 THE CHAIR: Okay.</p> <p>16 MR. CHESNEY: That was my intent</p> <p>17 originally.</p> <p>18 THE CHAIR: I'm going to vote against</p> <p>19 it, and I want you to consider keeping more</p> <p>20 than next to nothing in that account. I'm</p> <p>21 uncomfortable taking that reserve down to</p> <p>22 zero.</p> <p>23 MR. CHESNEY: It's 5,300.</p> <p>24 THE CHAIR: Okay. Five -- 5,000 is</p> <p>25 nothing. That's just nothing in my book. I'm</p>   | <p style="text-align: right;">Page 28</p> <p>1 THE CHAIR: It's 5-0-2-0-3-1 less</p> <p>2 80,000. \$422,031.</p> <p>3 MR. MENDENHALL: So you're saying leave</p> <p>4 \$80,000 in case those numbers have moved</p> <p>5 although --</p> <p>6 THE CHAIR: Correct.</p> <p>7 MR. MENDENHALL: -- they shouldn't.</p> <p>8 THE CHAIR: They shouldn't move.</p> <p>9 MR. MENDENHALL: Okay. They should be</p> <p>10 the same.</p> <p>11 THE CHAIR: Okay.</p> <p>12 MR. CHESNEY: Then I will make a motion</p> <p>13 that we move \$422,031 to -- and I'm just</p> <p>14 saying now with what we're saying here --</p> <p>15 okay. I'm going to deny to comment. \$422,031</p> <p>16 from Reserve Roadway Prior Years to Unassigned</p> <p>17 Cash; leaving \$80,000 in Reserve Roadway Prior</p> <p>18 Years.</p> <p>19 MR. ARGUS: I would support it if you</p> <p>20 used Andy's language. Leave \$80,000 and move</p> <p>21 the remainder over.</p> <p>22 MR. CHESNEY: Okay. Strike that. I</p> <p>23 would like to make a motion that we leave</p> <p>24 \$80,000 in Reserve Roadway Prior Years and</p> <p>25 remove the remain -- and move the remainder to</p> |

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| <p style="text-align: right;">Page 29</p> <p>1 Unassigned Cash.</p> <p>2 MR. ARGUS: I'll second that.</p> <p>3 MR. CHESNEY: Okay. So I just want --</p> <p>4 one comment. I'm still going to vote for it.</p> <p>5 I'm going to slightly disagree with it,</p> <p>6 because I still go back to that what we're</p> <p>7 doing is the people that have -- you know,</p> <p>8 that have already been here for 15 years are</p> <p>9 paying for a road for the next 15 years.</p> <p>10 THE CHAIR: Here's -- I recognize that.</p> <p>11 What I think we need to do is shift the money</p> <p>12 now. We'll re-run the budget. I think we can</p> <p>13 adjust this during the budget process when we</p> <p>14 have harder numbers.</p> <p>15 MR. CHESNEY: Okay. Well, I'm going to</p> <p>16 vote for it anyway just because the -- the</p> <p>17 important part is the fund balance.</p> <p>18 THE CHAIR: Mr. Ross.</p> <p>19 MR. ROSS: I would like to follow up on</p> <p>20 what you just said, because I do think that's</p> <p>21 an important point. Referencing the</p> <p>22 Whitmarsh, if on a go-forward basis the people</p> <p>23 who should be paying for that are the</p> <p>24 commercial users immediately off of Whitmarsh,</p> <p>25 it validates the point you're making that we</p> | <p style="text-align: right;">Page 31</p> <p>1 THE CHAIR: I -- I see both sides of the</p> <p>2 issue. In my mind, there's a difference</p> <p>3 between a 10-foot-wide alleyway that no</p> <p>4 resident in Westchase will ever go down unless</p> <p>5 they live there and that road behind the</p> <p>6 YMCA and the condos. There's -- there's</p> <p>7 slight distinctions. One is a true roadway --</p> <p>8 MR. BARRETT: There's no YMCA there.</p> <p>9 THE CHAIR: I'm sorry, the 7-Eleven and</p> <p>10 the Primrose -- in that area. I think we</p> <p>11 probably need it. Let's move the money.</p> <p>12 Let's have Tonja take a hard look at it.</p> <p>13 If the board is inclined to make a</p> <p>14 policy change on the assessment for that</p> <p>15 roadway, let's do it during the budgeting</p> <p>16 process. But we've got to get Erin involved.</p> <p>17 We're not going to be able to do that today.</p> <p>18 MR. MENDENHALL: Yep.</p> <p>19 THE CHAIR: So let's put that down as a</p> <p>20 follow-up agenda item.</p> <p>21 MR. MENDENHALL: Got it.</p> <p>22 THE CHAIR: All right. Any further</p> <p>23 discussion on the motion?</p> <p>24 All right. All in favor, please raise</p> <p>25 your hand. That motion passes five to</p>                   |
| <p style="text-align: right;">Page 30</p> <p>1 ought to have the -- the fund amount in</p> <p>2 reserves down to that 5,000 -- close to zero,</p> <p>3 if you will -- and then as those commercial</p> <p>4 users go forward and utilize their road,</p> <p>5 they're the ones who should be paying to you</p> <p>6 build up the reserve.</p> <p>7 Again, we can deal with that at budget</p> <p>8 time, but I -- let's remember the point that</p> <p>9 you all are making. The people who should be</p> <p>10 funding the reserve would be the Whitmarsh</p> <p>11 people.</p> <p>12 THE CHAIR: Well, that would be a policy</p> <p>13 decision change that the board would have to</p> <p>14 make, and we would also probably have to</p> <p>15 re-align the assessment for that particular</p> <p>16 road project.</p> <p>17 MR. MENDENHALL: Yeah, that might be</p> <p>18 another talking point with --</p> <p>19 MR. ROSS: I just want to -- I do think</p> <p>20 there's merit to the point --</p> <p>21 THE CHAIR: You have to have a public</p> <p>22 hearing on that.</p> <p>23 MR. ROSS: If you think there's merit to</p> <p>24 what Chris was just saying, I'm just saying</p> <p>25 all of those logically fit together.</p>  | <p style="text-align: right;">Page 32</p> <p>1 nothing. Thank you, Mr. Chesney.</p> <p>2 MR. CHESNEY: You're welcome.</p> <p>3 THE CHAIR: I did have one question on</p> <p>4 this report. The Unassigned -- the first</p> <p>5 line, "Unassigned Cash As of 10/31/15 less</p> <p>6 Improvement Park FY 15." This is true</p> <p>7 unassigned cash in reserve that we have?</p> <p>8 MR. CHESNEY: Well --</p> <p>9 THE CHAIR: The \$1,049,260?</p> <p>10 MR. CHESNEY: Yeah. I would say that's</p> <p>11 just completely -- and when I mean unassigned,</p> <p>12 it's -- it's smaller than you see on our</p> <p>13 financial statements, because of two things is</p> <p>14 I went ahead and included a first quarter</p> <p>15 operating capital number here, which that is</p> <p>16 kind of like our working capital, which 25</p> <p>17 percent of our annual operating budget. And</p> <p>18 that is used to facilitate the transfer of</p> <p>19 payments from the tax authority to us, so</p> <p>20 that's 692. And then -- and then there's 812</p> <p>21 that we collected on the parks. I'm saying</p> <p>22 you'd have to add all this up to get our true</p> <p>23 reserves.</p> <p>24 THE CHAIR: Okay. Well, other than --</p> <p>25 other than budgeted items for park</p> |

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| <p style="text-align: right;">Page 33</p> <p>1 improvement, what we truly have available in<br/> 2 cash that's unassigned is the \$1,049,260 plus<br/> 3 the six ninety-two two ninety-one. Correct?<br/> 4 MR. CHESNEY: Well, the 692 is what a<br/> 5 normal, you know, reserve -- a not working<br/> 6 capital reserve would be, so --<br/> 7 THE CHAIR: Okay.<br/> 8 MR. MENDENHALL: The -- just another<br/> 9 important point. The unassigned cash can be a<br/> 10 little bit of a moving target, because when<br/> 11 you do collect your assessments, as they come<br/> 12 in over three or four months, that number will<br/> 13 fluctuate because that's where your -- your<br/> 14 operating funds are going, as well. So it<br/> 15 will go up and down a little bit.<br/> 16 But when we get into the budget season,<br/> 17 you'll -- you'll have that information as it<br/> 18 stands as we go along each month, so you'll<br/> 19 have a snapshot as it is now.<br/> 20 THE CHAIR: All right. Do we have any<br/> 21 further discussion on the park improvement<br/> 22 analysis report that we were just provided?<br/> 23 MR. CHESNEY: Yeah. Does everyone<br/> 24 understand this? This is a big -- this is<br/> 25 kind of -- I do this every year. You know --</p> | <p style="text-align: right;">Page 35</p> <p>1 signed it as Chair of Westchase CDD knowing<br/> 2 that we would have to bring that -- and -- and<br/> 3 the term of the contract I signed was up and<br/> 4 through I think this Saturday.<br/> 5 MS. WHYTE: Right.<br/> 6 THE CHAIR: Up through this Saturday<br/> 7 knowing that the board would be able to<br/> 8 address the total issue going forward for the<br/> 9 balance of the season at today's meeting.<br/> 10 So I guess what we need is ratification<br/> 11 of the prior execution up and through April 9,<br/> 12 and we probably need approval of a contract<br/> 13 going forward through the end of the WSA<br/> 14 season.<br/> 15 I will tell you that I need to hear from<br/> 16 staff in terms whether we need to shorten the<br/> 17 WSA season as a result of the construction<br/> 18 that will be ongoing at the park and -- and<br/> 19 based on that answer -- I haven't addressed<br/> 20 this issue in about two weeks, so I'll need to<br/> 21 hear from Doug on scheduling and what we can<br/> 22 do to make sure we don't have any issues with<br/> 23 the use of the soccer fields during the<br/> 24 construction that will be ongoing.<br/> 25 And, Greg, the soccer season ends when?</p> |
| <p style="text-align: right;">Page 34</p> <p>1 well, not every year, but I do this<br/> 2 periodically on -- on what our fund balance<br/> 3 is.<br/> 4 You'll see it is quite healthy. It<br/> 5 looks less healthy, but if you add all these<br/> 6 up, that's what our true fund balance is,<br/> 7 which is like a hundred percent of our<br/> 8 operating budget, which is fairly high.<br/> 9 THE CHAIR: Anything else on this issue,<br/> 10 Andy?<br/> 11 MR. MENDENHALL: On this issue, no.<br/> 12 THE CHAIR: Okay. Did you have other<br/> 13 items on your report?<br/> 14 MR. MENDENHALL: Nothing big. The one<br/> 15 other item I had was I received an email from<br/> 16 a gentleman at David Weekley Homes. I just<br/> 17 forwarded it on to everybody.<br/> 18 THE CHAIR: Let's get to the WSA item<br/> 19 first, because I know they're here.<br/> 20 MR. MENDENHALL: Yeah, sure.<br/> 21 THE CHAIR: Correct me if I'm wrong, in<br/> 22 general what happened was: We did not have<br/> 23 the WSA contract available for board approval<br/> 24 at our last meeting. After that meeting,<br/> 25 counsel finalized a contract with the WSA. I</p>   | <p style="text-align: right;">Page 36</p> <p>1 Do you have that?<br/> 2 MS. WHYTE: May 21st.<br/> 3 THE CHAIR: May 21?<br/> 4 MR. MAYS: That's our understanding.<br/> 5 MR. PINHEIRO: May 21st.<br/> 6 THE CHAIR: May 21. So we have a May 21<br/> 7 end of season. Doug, when is the equipment<br/> 8 scheduled to come on site?<br/> 9 MR. MAYS: The playground equipment --<br/> 10 actually, the demo -- we scheduled the demo<br/> 11 for April the 25th; the demo of the park.<br/> 12 THE CHAIR: Right.<br/> 13 MR. MAYS: They anticipate six weeks.<br/> 14 MS. WHYTE: They have 120 days to make<br/> 15 completion, which is footers. They need 30<br/> 16 days from the footers to cure and --<br/> 17 THE CHAIR: When will the playground --<br/> 18 the physical equipment actually be delivered<br/> 19 on site? That's the date I'm concerned with.<br/> 20 MS. WHYTE: Tentatively the first week<br/> 21 in May.<br/> 22 THE CHAIR: Okay. So understand we will<br/> 23 have equipment on site in an unassembled<br/> 24 status for at least two weeks, two plus weeks.<br/> 25 And my concern is the safety of the children,</p>   |

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| <p style="text-align: right;">Page 37</p> <p>1 the safety of the users of the park and making<br/> 2 sure that nothing happens to the -- the<br/> 3 playground equipment that's going to be<br/> 4 sitting there.<br/> 5 We've already seen vandalism from<br/> 6 partially constructed playground equipment at<br/> 7 the park right here. Those are my concerns.<br/> 8 I don't know if this board shares the concerns<br/> 9 or has any desire to limit access to the park<br/> 10 during that little window, but you -- you need<br/> 11 to know those are the issues. Mr. Chesney.<br/> 12 MR. CHESNEY: I have a question.<br/> 13 Weren't we going to gate the construction<br/> 14 area?<br/> 15 MR. MAYS: We did talk about fencing<br/> 16 that area, yes.<br/> 17 MR. CHESNEY: So would -- would that<br/> 18 still leave the fields open?<br/> 19 MR. MAYS: Yes.<br/> 20 THE CHAIR: Do we have a cost for that?<br/> 21 MR. MAYS: No, we don't, because the<br/> 22 company that's handling the playground<br/> 23 equipment offered to pay for it as part of<br/> 24 their security.<br/> 25 THE CHAIR: That's new.</p> | <p style="text-align: right;">Page 39</p> <p>1 MS. MCCORMICK: You can.<br/> 2 THE CHAIR: The second motion would be<br/> 3 then to approve the contract that counsel has<br/> 4 approved with the WSA for the full season<br/> 5 going through May 21, 2016. Do we have that<br/> 6 motion?<br/> 7 MR. MILLS: I'll make that motion.<br/> 8 MR. ARGUS: I'll second it.<br/> 9 THE CHAIR: Okay. Discussion. Mr. Ross<br/> 10 first.<br/> 11 MR. ROSS: When was the last time we<br/> 12 replaced the field with the new sod? Don't we<br/> 13 do that every three years or so?<br/> 14 MR. MAYS: The whole field? We haven't<br/> 15 done the whole field since it was built 11<br/> 16 years ago, but the center field -- it probably<br/> 17 has been about three or four years since we<br/> 18 did the center.<br/> 19 MR. ROSS: And how much did that cost?<br/> 20 MR. MAYS: About 20. \$20,000.<br/> 21 MR. ROSS: And do we think we're going<br/> 22 to need to replace the sod? I had it in my<br/> 23 mind we discussed we're going to have to do it<br/> 24 every so many years, because of the soccer<br/> 25 play. Is that right?</p>   |
| <p style="text-align: right;">Page 38</p> <p>1 MR. MAYS: Yeah.<br/> 2 THE CHAIR: Okay.<br/> 3 MR. ARGUS: So when that fence is up,<br/> 4 access to the restrooms would still be<br/> 5 available or --<br/> 6 MR. MAYS: Yes.<br/> 7 MR. ARGUS: Okay.<br/> 8 MR. CHESNEY: Well, I'll do the easy<br/> 9 part first. I'll make a motion that we accept<br/> 10 the contract that you already signed.<br/> 11 THE CHAIR: You want to ratify. A<br/> 12 motion to ratify.<br/> 13 MR. CHESNEY: Yeah. That's -- I'm not<br/> 14 trying to throw you under the bus.<br/> 15 THE CHAIR: I'm just trying to be -- use<br/> 16 --<br/> 17 MR. CHESNEY: Ratify.<br/> 18 THE CHAIR: -- the correct word.<br/> 19 MR. CHESNEY: Okay. Yeah.<br/> 20 MR. ARGUS: I'll second that.<br/> 21 THE CHAIR: Any further discussion?<br/> 22 All in favor, please raise your hand.<br/> 23 That motion passes five to nothing. I<br/> 24 guess I can approve my -- I can ratify my own<br/> 25 action.</p>   | <p style="text-align: right;">Page 40</p> <p>1 MR. MAYS: There is some cost involved.<br/> 2 There does need to be -- some repairs need to<br/> 3 be done every few years, yes, sir.<br/> 4 MR. ROSS: And what is that ballpark?<br/> 5 Is it the 20,000 or is it larger?<br/> 6 MR. MAYS: If we -- if we change the sod<br/> 7 out, I would give the same estimate, 20,000.<br/> 8 MR. ROSS: Okay. Well, the reason I --<br/> 9 I raise it, is that I was looking at the<br/> 10 contract, and it does require the -- I believe<br/> 11 the association to pay for any damage caused<br/> 12 by the soccer play.<br/> 13 And I noticed that over -- I believe<br/> 14 over time the CDD has elected not to pass on<br/> 15 that cost to the association. And I believe<br/> 16 it would be appropriate for us to revisit that<br/> 17 issue in connection with extending or granting<br/> 18 a new contract.<br/> 19 THE CHAIR: Mr. Chesney, I'll come to<br/> 20 you.<br/> 21 MR. CHESNEY: Also, in reference to the<br/> 22 information that we were presented by at least<br/> 23 one or two concerned citizens, periodically we<br/> 24 have reviewed the financial statements of the<br/> 25 WSA, and I would suggest that as part of the</p> |

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| <p style="text-align: right;">Page 41</p> <p>1 motion and amendment that we ask Erin to<br/> 2 review the last three years of IRS filings and<br/> 3 the corresponding check registers.<br/> 4 MR. ROSS: I didn't make a motion, but<br/> 5 --<br/> 6 MR. CHESNEY: I didn't either, but I --<br/> 7 but I would -- that's the other issue in that<br/> 8 contract that I would suggest that we address.<br/> 9 I know I've always -- I've always<br/> 10 struggled with the -- with assessing them<br/> 11 money for that, because I mean how much damage<br/> 12 did they do versus all the other people? So<br/> 13 I've never actually voted for charging them<br/> 14 for it, but that's been -- it always been --<br/> 15 I'm never sure how you reasonably come up with<br/> 16 that number.<br/> 17 MR. ROSS: Definitely I agree that's a<br/> 18 process that needs to be done thoughtfully,<br/> 19 not just arbitrarily. So I would agree with<br/> 20 that, but similarly, conceptually, our<br/> 21 contract with the association does say that<br/> 22 they will pay for any damage, and to the<br/> 23 extent they are causing damage, I believe it's<br/> 24 worthy of us now putting it on the table and<br/> 25 letting them know as a courtesy if we're going</p> | <p style="text-align: right;">Page 43</p> <p>1 of money off that program. I think it's a<br/> 2 community benefit; I do see that. But I don't<br/> 3 think it's fair to that organization to try to<br/> 4 hit them for some bill as a condition for a<br/> 5 field that candidly is going to not exist in a<br/> 6 couple of months.<br/> 7 I think if you want to address it, the<br/> 8 time to do it is after the brand-new sod and<br/> 9 field is built and going forward with the next<br/> 10 season. That would truly give them an advance<br/> 11 -- they can meet with staff. We can try to<br/> 12 figure out numbers.<br/> 13 If the board is inclined to assess for<br/> 14 wear and tear on the field, let them deal with<br/> 15 our staff. Let us deal with counsel. Let us<br/> 16 come up with the right number, so that they<br/> 17 can prepare their parents and the program's<br/> 18 budget.<br/> 19 I think that's the better way for<br/> 20 everybody involved to do it and especially<br/> 21 since we're tearing out the fields. If they<br/> 22 were to pay us X number of dollars today, it's<br/> 23 really -- it's money that we're not going to<br/> 24 use, because the fields are going to get torn<br/> 25 up.</p> |
| <p style="text-align: right;">Page 42</p> <p>1 to begin to look for them to pay for that<br/> 2 damage. That's why I say raise it in<br/> 3 connection with the granting or extension of a<br/> 4 contract.<br/> 5 I don't want anybody to be caught off<br/> 6 guard or surprised and be told after the fact<br/> 7 that we're going to look for some financial<br/> 8 remuneration.<br/> 9 THE CHAIR: Mr. Argus.<br/> 10 MR. ARGUS: That is essentially the<br/> 11 question I was going to raise.<br/> 12 THE CHAIR: Can I make a suggestion?<br/> 13 From a practical perspective, we're getting<br/> 14 ready to tear out those fields. They'll be<br/> 15 leveled and rebuilt.<br/> 16 If the Board wants to have a discussion<br/> 17 about working with the WSA for some type of a<br/> 18 fee associated with wear and tear on the<br/> 19 fields, I don't know that the time is right at<br/> 20 this stage, because they've already -- they've<br/> 21 already assessed the families who are using<br/> 22 the program.<br/> 23 I think it would be -- and I don't know<br/> 24 how much money they have and how much money<br/> 25 they collect. I know that no one makes a lot</p>   | <p style="text-align: right;">Page 44</p> <p>1 MR. ROSS: We're actually saying the<br/> 2 same thing. I'm not saying we should ask for<br/> 3 money now. That's not what I was saying. I<br/> 4 was saying we need to include that in a<br/> 5 conversation on a go-forward basis, and so<br/> 6 whether we do that in April 2016 or we do that<br/> 7 in September 2016 to me is not a significant<br/> 8 difference; other than the -- the motion was,<br/> 9 let's extend our contract. So I'm saying<br/> 10 let's go ahead and acknowledge that's a point<br/> 11 that I believe we should be talking about --<br/> 12 at least this supervisor does, and I kind of<br/> 13 hear at least some other supervisors think we<br/> 14 should talk about it, so, yeah, I'm fine with<br/> 15 that.<br/> 16 THE CHAIR: I misunderstood that. I --<br/> 17 what I heard in my mind -- and apparently no<br/> 18 one else did -- was that you wanted to tie<br/> 19 some type of an agreement for the payment<br/> 20 going forward to today's motion.<br/> 21 MR. ROSS: No.<br/> 22 THE CHAIR: I'm sorry. I misheard that.<br/> 23 Mr. Chesney.<br/> 24 MR. CHESNEY: I would like mine to be<br/> 25 included and subject to today's motion, which</p>    |

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| <p style="text-align: right;">Page 45</p> <p>1 is a revision -- or a review of the last three</p> <p>2 years -- whatever -- what is the form they</p> <p>3 have to file each year? I forget which form</p> <p>4 it is. Whatever the form that non-profits</p> <p>5 have to file and then the corresponding check</p> <p>6 register that just shows -- because we've</p> <p>7 always looked at them that there were no paid</p> <p>8 employees and that they operate as a</p> <p>9 non-profit, so -- that's what we've done in</p> <p>10 the past. And I -- and the reason we've had</p> <p>11 Erin do it --</p> <p>12 MS. MCCORMICK: I don't think I've</p> <p>13 reviewed their financials in the past.</p> <p>14 MR. CHESNEY: I guess we've had a</p> <p>15 questionnaire before, but I think reviewing</p> <p>16 the financials is the best way to do it, but</p> <p>17 if you do it, then it's separate from us --</p> <p>18 THE CHAIR: So --</p> <p>19 MR. CHESNEY: -- you know, having that</p> <p>20 done.</p> <p>21 MR. KUHN: If I might just --</p> <p>22 THE CHAIR: No. Hang on. I'll come to</p> <p>23 you in just a second.</p> <p>24 You're -- you're conditioning our</p> <p>25 approval today of a contract through May 21 on</p> | <p style="text-align: right;">Page 47</p> <p>1 MR. CHESNEY: I'll agree. I just -- I</p> <p>2 wanted to bring it up.</p> <p>3 MR. MILLS: I don't disagree with the</p> <p>4 concept. I don't think the timing is --</p> <p>5 THE CHAIR: Okay. So then the original</p> <p>6 motion is to approve the WSA contract through</p> <p>7 the end of the season of May 21?</p> <p>8 MR. MILLS: Correct.</p> <p>9 MR. CHESNEY: Okay. Now, gentleman in</p> <p>10 the back.</p> <p>11 MR. KUHN: Yeah.</p> <p>12 THE CHAIR: Please identify yourself and</p> <p>13 --</p> <p>14 MR. KUHN: Nick Kuhn.</p> <p>15 THE CHAIR: -- your address.</p> <p>16 MR. KUHN: Okay. In West Park Village.</p> <p>17 Just a point in principle -- two things.</p> <p>18 Firstly, I don't actually like the way the</p> <p>19 conversation has evolved. I think the first</p> <p>20 thing -- reviewing the WSA's financial</p> <p>21 statements and where the checks are and how</p> <p>22 that's all done, my understanding is that</p> <p>23 that's done through an IRS process. Am I</p> <p>24 right? And if that's done through an</p> <p>25 IRS process and it's accepted by a federal</p>   |
| <p style="text-align: right;">Page 46</p> <p>1 Erin's review between now and April 9th?</p> <p>2 MR. CHESNEY: That would have been my</p> <p>3 intent. I mean as -- I mean it shouldn't be a</p> <p>4 big deal.</p> <p>5 THE CHAIR: Okay. Was that the original</p> <p>6 motion?</p> <p>7 MR. ARGUS: No.</p> <p>8 THE CHAIR: Okay.</p> <p>9 MR. CHESNEY: It would be my suggestion</p> <p>10 for an amendment, but --</p> <p>11 THE COURT: Okay. Is that amendment</p> <p>12 accepted?</p> <p>13 MR. ARGUS: No.</p> <p>14 THE CHAIR: Okay.</p> <p>15 MR. MILLS: I made the original motion,</p> <p>16 and I don't accept that. I think -- I think</p> <p>17 that if that's part of where we're going</p> <p>18 potentially, next cycle then we can have that</p> <p>19 conversation, but we're in the middle of the</p> <p>20 season now. We're trying to finish the season</p> <p>21 and get the fields ready to be torn out. I</p> <p>22 see it as two separate --</p> <p>23 MR. CHESNEY: Okay.</p> <p>24 MR. MILLS: -- discussions and two</p> <p>25 separate bullet points.</p>  | <p style="text-align: right;">Page 48</p> <p>1 body, shouldn't the -- the CDD should accept</p> <p>2 that as -- as a point of principle? That's</p> <p>3 point number one.</p> <p>4 Point number two is, is in terms of</p> <p>5 there being an assessment for wear and tear, I</p> <p>6 mean, let's just understand that the purpose of</p> <p>7 the WSA is really to provide, as you had</p> <p>8 pointed out, Mr. Chairman, is that this is a</p> <p>9 service for Westchase residents. We've got</p> <p>10 350 families that have got their children in</p> <p>11 this -- in this program.</p> <p>12 It is going to be downright impossible</p> <p>13 to try and adjudicate exactly who is actually</p> <p>14 using the fields and under what degree of wear</p> <p>15 and tear this is going to be placed in. And</p> <p>16 as a Westchase resident myself personally --</p> <p>17 and I've coached two teams. I mean, and none</p> <p>18 of the teams that I've coached -- none of the</p> <p>19 parents that are there -- the children all</p> <p>20 belong to the Westchase environment.</p> <p>21 So why would -- or why would a Westchase</p> <p>22 resident now have to pay twice effectively in</p> <p>23 principle through the fields and also as part</p> <p>24 of the CDD contributions? I -- I don't get</p> <p>25 it. In conjunction with the fact that to try</p> |



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| <p style="text-align: right;">Page 49</p> <p>1 and adjudicate as to exactly who is doing<br/>2 damage to the fields -- and you call it<br/>3 damage. I mean, there are a number of<br/>4 different things that can be incurred, whether<br/>5 it be wear or usage or a number of different<br/>6 things.<br/>7 I just think we need to take a step back<br/>8 and just say, "Hang on a second. This is<br/>9 actually just a formalized process that's done<br/>10 by the Westchase Soccer Association on behalf<br/>11 of the Westchase residents," just to put that<br/>12 into perspective.<br/>13 THE CHAIR: When that issue comes up in<br/>14 the future, you'll certainly be invited to<br/>15 come again and address that with the board,<br/>16 because that -- that decision is not being<br/>17 made today. It may be, but I don't anticipate<br/>18 it.<br/>19 MR. KUHN: No, that's fine. I mean I'm<br/>20 making a point, too, to the -- to the comment<br/>21 about whether there should be a -- a review of<br/>22 the financials. I'm not so sure that's<br/>23 relevant.<br/>24 MR. CHESNEY: Well, I mean I'd like --<br/>25 since I made it, I would be happy to -- and</p>               | <p style="text-align: right;">Page 51</p> <p>1 MS. WHYTE The Board --<br/>2 MS. MCCORMICK: I mean there has been a<br/>3 couple of vandalism incidents.<br/>4 MS. WHYTE: The Board -- two months ago<br/>5 -- excuse me -- the board had requested us to<br/>6 give you pricing for private security versus<br/>7 security, which was the off-duty deputies, in<br/>8 case you felt that we were going to keep the<br/>9 soccer fields open and have the Glenclyff Park<br/>10 itself -- the playground under construction<br/>11 during that period of time. And I believe it<br/>12 was the chairman that had requested that --<br/>13 and we were looking at it, and Erin said she<br/>14 was concerned about security, making sure that<br/>15 nothing gets vandalized; would we consider<br/>16 having security, or could we get pricing?<br/>17 Which we have done, and I believe we've<br/>18 uploaded it for your information during the<br/>19 period of May 21st versus the two-week overlap<br/>20 from when the equipment gets delivered. Keep<br/>21 in mind they're going to have a fence around<br/>22 it, but --<br/>23 THE CHAIR: Well, I think the -- in my<br/>24 mind -- and I did ask for that data.<br/>25 MS. WHYTE: You did.</p>   |
| <p style="text-align: right;">Page 50</p> <p>1 I don't want to get off topic here, but an IRS<br/>2 is just a filing mechanism. You're just<br/>3 filing your financials there. There's -- it's<br/>4 not a review.<br/>5 I've asked repeatedly about the<br/>6 financials, and so I think -- some people have<br/>7 brought to my attention that the financials<br/>8 are different from year to year, so it's not a<br/>9 big deal to ask for a review from our<br/>10 attorney. We're not going to know them.<br/>11 THE CHAIR: Going back to the original<br/>12 motion. Any further discussion? All --<br/>13 MS. MCCORMICK: Can I --<br/>14 THE CHAIR: Yes.<br/>15 MS. MCCORMICK: I just had asked Sonny<br/>16 when we were talking about this if there was<br/>17 any need to provide for some kind of security<br/>18 service or somebody to monitor the park's<br/>19 equipment that's going to be there on site<br/>20 particularly when the soccer games are going<br/>21 on or, in general, during any time. So I<br/>22 don't know if that's something that you guys<br/>23 want to do, but I did have a discussion with<br/>24 Sonny about it.<br/>25 THE CHAIR: Okay. I'm sorry. What --</p> | <p style="text-align: right;">Page 52</p> <p>1 THE CHAIR: The fence changes<br/>2 everything. I'm not worried about kids at<br/>3 noon on a Saturday spray painting the<br/>4 equipment. That's -- that's not my concern.<br/>5 My concern is the teenager at midnight jumping<br/>6 the fence and spray painting it.<br/>7 So the way that we're currently<br/>8 progressing, if we're going to make a decision<br/>9 on security, I don't know that it makes sense<br/>10 to do it during the day on Saturday. I don't<br/>11 think we have to protect anything from the<br/>12 soccer participants or the other people on the<br/>13 field.<br/>14 One of my biggest concerns with securing<br/>15 the area was also to keep people from getting<br/>16 hurt. It's going to be an active construction<br/>17 site, and if I'm a general contractor, I don't<br/>18 want kids running around my construction zone,<br/>19 and technically it's trespassing. It's a<br/>20 construction zone. I suspect it will be<br/>21 designated a construction zone.<br/>22 So, yeah, if you're inclined to want to<br/>23 follow the path of do we hire or assess<br/>24 security at certain times of the day, then<br/>25 let's -- let's talk about it, but --</p> |

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1 MR. ARGUS: That would be a separate  
2 issue from the WSA contract.  
3 THE CHAIR: I view it as separate.  
4 MR. ARGUS: Yeah.  
5 MS. MCCORMICK: Okay.  
6 THE CHAIR: But I appreciate you  
7 bringing that up.  
8 MS. MCCORMICK: Sure.  
9 THE CHAIR: Okay. Any further  
10 discussion on the issue?  
11 All in favor of the motion, please raise  
12 your hand.  
13 That motion passes five to nothing.  
14 All right. I'm sorry. Do you want to  
15 go back into the other issue, Andy, that you  
16 were addressing?  
17 MR. MENDENHALL: Oh, yeah.  
18 THE CHAIR: I cut you off.  
19 MR. MENDENHALL: No, no problem at all.  
20 It wasn't an issue, just more of an update. I  
21 heard back from the gentleman from David  
22 Weekley Homes about the 36-unit townhome  
23 project. Just an update basically: It's  
24 still going through the process with  
25 Hillsborough County.

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1 He submitted to me the plans for it. On  
2 those plans was designated Tract A, which  
3 involved the roads for that new community. I  
4 then went back to him and confirmed that they  
5 -- they were planning or that they would  
6 handle those roads in the same way that the  
7 other villages throughout Westchase do.  
8 In other words, there would be a fund  
9 that would be set up where the residents of  
10 that particular area would be responsible for  
11 those roads. So we confirmed that basically.  
12 THE CHAIR: Mr. Argus?  
13 MR. ARGUS: Would that be from, what,  
14 the equivalent of their homeowners'  
15 association responsible for that, or would we  
16 have an assessment for that?  
17 MR. MENDENHALL: I understood it as we  
18 would have an assessment for that. Because as  
19 you may recall, at that point, there is  
20 probably going to have to be a reworking of  
21 your assessment with Fishkind or whoever, and  
22 -- so that would be part of that process.  
23 You know, in my opinion, of course, it's  
24 a Board decision. You always could say, "Hey,  
25 you've got to form a homeowners'

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1 association," but the mechanism of having your  
2 CDD handle it is probably better from a  
3 collections perspective and controls  
4 perspective.  
5 MS. MCCORMICK: I thought we had decided  
6 not to provide -- to proceed with the Fishkind  
7 analysis for right now, so --  
8 MR. MENDENHALL: Correct.  
9 MS. MCCORMICK: -- in the absence of  
10 that, would we -- I would think we would use  
11 the methodology that we have now to assign the  
12 assessment to those units once they're  
13 constructed.  
14 MR. MENDENHALL: I don't know if you --  
15 well, I'm no expert, but I don't know if you  
16 could break it down that way, because there's  
17 going to be 36 units compared with it being a  
18 retail parcel now that has a different ERU.  
19 MR. CHESNEY: Yeah, I don't think you  
20 can. I think we'd have to use Fishkind or --  
21 MR. MENDENHALL: Yes.  
22 MR. CHESNEY: -- someone.  
23 MR. MENDENHALL: Unless you -- unless  
24 you could have them as an overall property be  
25 assessed, but I don't -- and then they could

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1 internally work out the piecemealing of it,  
2 but I don't know if that would happen.  
3 THE CHAIR: Are those rental or  
4 purchase?  
5 MR. MENDENHALL: Purchase, as I  
6 understand it.  
7 THE CHAIR: Yeah, you can't do it in a  
8 lump sum.  
9 MR. MENDENHALL: Well, at least if it  
10 was under construction prior to it being --  
11 because I don't know how long they're -- I mean  
12 they're going through the process, so you  
13 figure it's going to be awhile before they  
14 actually sell off the -- or sell each of the  
15 townhomes.  
16 MR. ARGUS: Any idea of when they expect  
17 to break ground?  
18 MR. MENDENHALL: He did not give me  
19 that, no.  
20 THE CHAIR: Mr. Ross.  
21 MR. ROSS: I didn't realize you were in  
22 communication with them. Would you let them  
23 know that at least one supervisor thinks their  
24 on-site parking is woefully inadequate?  
25 MR. MENDENHALL: I sure can.

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| <p style="text-align: right;">Page 57</p> <p>1 MR. ROSS: And that what's going to<br/>2 happen: Where that bend in the road is around<br/>3 their project, all those people are going to<br/>4 park in the street, and all those nearby<br/>5 residents are going to be miserable. It's a<br/>6 traffic problem waiting to happen.<br/>7 MR. MENDENHALL: Okay.<br/>8 MR. ARGUS: Make that at least two<br/>9 supervisors. That's the immediate thing that<br/>10 jumped out at me.<br/>11 MR. MENDENHALL: Okay.<br/>12 THE CHAIR: Mr. Chesney.<br/>13 MR. CHESNEY: Well, so are you going to<br/>14 ask someone? I mean we need to figure out<br/>15 when we need to get this enforced.<br/>16 MR. MENDENHALL: Yeah. I did<br/>17 specifically ask for timelines and basically<br/>18 just got -- and I can go back to them,<br/>19 obviously, and say, "We want specific<br/>20 timelines," but the answer I got to that<br/>21 question was that it was going through the<br/>22 process with Hillsborough. And I can tell<br/>23 you --<br/>24 MR. CHESNEY: Because normally we break<br/>25 it in -- the developer breaks it into pieces,</p> | <p style="text-align: right;">Page 59</p> <p>1 tell you specifically --<br/>2 MS. MCCORMICK: -- a preliminary site<br/>3 plan?<br/>4 MR. MENDENHALL: -- what they said. I'm<br/>5 going a little bit off memory, so -- it was<br/>6 worded to me as, "Their civil construction<br/>7 plans are currently going through the<br/>8 Hillsborough County review process."<br/>9 MS. MCCORMICK: So they're probably<br/>10 going through administrative construction plan<br/>11 review, and then the next thing that would<br/>12 happen is that the permits would be issued.<br/>13 But I think -- I would think once the<br/>14 construction plans are approved, that would be<br/>15 an appropriate time that we could --<br/>16 MR. CHESNEY: Yeah. Well, that's<br/>17 usually when it -- when it happened when we<br/>18 had this going on.<br/>19 MS. MCCORMICK: Right. We get<br/>20 assessments on the property based on the<br/>21 construction site plan approval, so --<br/>22 MR. MENDENHALL: Okay.<br/>23 MR. CHESNEY: It sounds like we need to<br/>24 engage Fishkind then. Right?<br/>25 THE CHAIR: Well, that was my next</p>  |
| <p style="text-align: right;">Page 58</p> <p>1 and then we start that assessing; meaning the<br/>2 developer is paying it.<br/>3 MR. MENDENHALL: Uh-huh.<br/>4 MS. MCCORMICK: Right.<br/>5 MR. MENDENHALL: Yeah. Right now it<br/>6 would be the developer paying for it, correct.<br/>7 MR. CHESNEY: Yeah. So I -- when do we<br/>8 -- when do we need to break it into pieces is<br/>9 the question.<br/>10 MR. MENDENHALL: Well, yeah, I would<br/>11 assume that -- with a pretty strong feeling<br/>12 that for this -- for 2017, I don't imagine<br/>13 they're going to be -- because if it's going<br/>14 through the process now and you're adopting<br/>15 your budget by August, I can't imagine they're<br/>16 going to have it built and broken up by then,<br/>17 so --<br/>18 MS. MCCORMICK: Now, when they say<br/>19 they're going through the process, are they --<br/>20 do you know? Are they going through any kind<br/>21 of zoning process --<br/>22 MR. MENDENHALL: Yeah.<br/>23 MS. MCCORMICK: -- or are they just<br/>24 submitting --<br/>25 MR. MENDENHALL: Let me tell -- let me</p>                                 | <p style="text-align: right;">Page 60</p> <p>1 question. I understand the advantage of using<br/>2 Severn Trent versus Fishkind and vice versa.<br/>3 Is the board -- this is -- this is a very<br/>4 small, little piece of an assessment. Is the<br/>5 board desirous of -- and I'm not making a<br/>6 motion. I'm just throwing this out for<br/>7 discussion.<br/>8 Would the board entertain the concept of<br/>9 Severn Trent utilizing our current methodology<br/>10 to re-apportion the assessment that currently<br/>11 sits on that property for 36 single-family<br/>12 residential units? I think -- the collective<br/>13 group did not want to do a full-blown Fishkind<br/>14 analysis and re-assessment, but our -- is -- I<br/>15 think we have to address the fact that we're<br/>16 going from a currently undeveloped commercial<br/>17 property to 36 multi-units. We have to do<br/>18 something.<br/>19 Do you want to engage Fishkind to do<br/>20 that analysis? Do you want to use Severn<br/>21 Trent? I think we have to address that, and<br/>22 we've got to address it pretty quickly.<br/>23 MR. CHESNEY: Can I ask a question?<br/>24 Would you also then assess the other --<br/>25 include the other property that we've not been</p> |

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| <p style="text-align: right;">Page 61</p> <p>1 assessing under that same --</p> <p>2 THE CHAIR: It would kind of make sense</p> <p>3 to me.</p> <p>4 MR. CHESNEY: Okay.</p> <p>5 THE CHAIR: Mr. Chesney.</p> <p>6 MR. CHESNEY: Sorry. So what is that</p> <p>7 going to cost us? Was that that last</p> <p>8 proposal?</p> <p>9 MR. MENDENHALL: Yeah, it was the last</p> <p>10 one I sent across. Let me -- let me dig that</p> <p>11 up real quick.</p> <p>12 THE CHAIR: While you're doing that,</p> <p>13 Mr. Argus.</p> <p>14 MR. ARGUS: Yeah. We have a motion that</p> <p>15 was tabled. Is it time to bring that motion</p> <p>16 back, which was to go with a full-blown</p> <p>17 Fishkind? Because I can't see doing it</p> <p>18 piecemeal. There's enough that was changed</p> <p>19 throughout Westchase that I think that it</p> <p>20 merits doing the full Fishkind.</p> <p>21 There was some statement made that we</p> <p>22 don't know the effects, but what I'm after is</p> <p>23 total fairness across the whole community. If</p> <p>24 it benefits some people, that's fine. If it</p> <p>25 disadvantages others -- the Fishkind</p>  | <p style="text-align: right;">Page 63</p> <p>1 determination of what that was going to be</p> <p>2 built-out as.</p> <p>3 And I would agree with Mr. Argus. Once</p> <p>4 we know that, when construction permits are</p> <p>5 issued and it's clearly defined, I think we're</p> <p>6 back to that Fishkind discussion to do the</p> <p>7 full analysis.</p> <p>8 MS. MCCORMICK: Don't -- don't you still</p> <p>9 have one more parcel, though, that remains to</p> <p>10 be developed that we don't know what it's going</p> <p>11 to be developed as?</p> <p>12 MR. MENDENHALL: The one that's not</p> <p>13 being assessed at all, yeah.</p> <p>14 MR. CHESNEY: The Montague piece.</p> <p>15 THE CHAIR: Montague.</p> <p>16 MR. MENDENHALL: You could -- certainly</p> <p>17 the overall analysis seems pretty important.</p> <p>18 There also seems -- now that we know at least</p> <p>19 the 36-townhome situation, that might be the</p> <p>20 more immediate. Because the thing is, if you</p> <p>21 do the full analysis now, you don't have all</p> <p>22 the full info, because of that Montague piece.</p> <p>23 So you could look at it as, you know,</p> <p>24 getting the 36 townhomes on, as well as having</p> <p>25 that unknown future-use parcel at least</p>   |
| <p style="text-align: right;">Page 62</p> <p>1 methodology -- however they do it -- they're</p> <p>2 the ones who have to defend it, not us.</p> <p>3 We have used Fishkind in the past.</p> <p>4 They're nationally known experts in this area.</p> <p>5 We have enough changes with the Dave Weekley</p> <p>6 property, the new commercial going on across</p> <p>7 from the elementary school. We have the</p> <p>8 property at the end of Montague that we need</p> <p>9 to start assessing for, and I -- I would like</p> <p>10 to make sure that everything is allocated</p> <p>11 properly.</p> <p>12 This is probably going to be the last</p> <p>13 time we do it. It will be the final, and I</p> <p>14 prefer to have the final based on hard data as</p> <p>15 it currently exists than somebody's estimate.</p> <p>16 THE CHAIR: Okay. Hang on.</p> <p>17 MR. MENDENHALL: Yeah, sure.</p> <p>18 THE CHAIR: Mr. Mills.</p> <p>19 MR. MILLS: Thank you. My note from</p> <p>20 last month when we did talk about this</p> <p>21 Fishkind proposal, I wrote down "Fishkind</p> <p>22 analysis after the David Weekley issue." My</p> <p>23 recollection is we weren't sure what this</p> <p>24 property was really going to finalize out as,</p> <p>25 and so we tabled that evaluation pending final</p> | <p style="text-align: right;">Page 64</p> <p>1 assessed. And then once that's determined for</p> <p>2 the Montague parcel -- what it's going to be</p> <p>3 -- you could then do a full analysis of</p> <p>4 everything. It would probably cost you less,</p> <p>5 because you already have the 36-townhome</p> <p>6 situation done. I mean you could slice it a</p> <p>7 couple different ways, I guess.</p> <p>8 The Severn Trent proposal was \$12,500,</p> <p>9 and that was for doing the townhomes, as well</p> <p>10 as the Montague parcel. Basically, revising</p> <p>11 your O&amp;M. The gentleman we use used to work</p> <p>12 for Fishkind. He's defended these in court</p> <p>13 and -- it's up to you though, and -- I mean,</p> <p>14 I'm just putting that out there.</p> <p>15 THE CHAIR: Mr. Ross.</p> <p>16 MR. ROSS: To counsel, do we expose</p> <p>17 ourself to some sort of claim if we have a high</p> <p>18 percentage of the community assessed under the</p> <p>19 Fishkind methodology and then another portion</p> <p>20 of the community assessed under some other</p> <p>21 methodology?</p> <p>22 MS. MCCORMICK: I mean, I think that the</p> <p>23 assessment methodology that has been used</p> <p>24 throughout the community has been used for a</p> <p>25 long period of time, and we're not making any</p> |

16 (Pages 61 to 64)

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| <p style="text-align: right;">Page 65</p> <p>1 change to that. And I would assume whoever<br/> 2 does the second -- the new assessment<br/> 3 methodology of the David Weekley is going to<br/> 4 basically use that methodology that's in the<br/> 5 Fishkind analysis.<br/> 6 We have other townhomes that have been<br/> 7 developed throughout the community, so it's<br/> 8 not like they don't have the data to determine<br/> 9 what the assessment should be for that parcel<br/> 10 or to, you know, be -- be able to use that<br/> 11 same information that's already being provided<br/> 12 throughout the community and just levy the<br/> 13 appropriate assessment on this new parcel.<br/> 14 MR. ROSS: Then as a follow-up, if we do<br/> 15 essentially what you just said, that we<br/> 16 utilize -- you didn't say this exactly, but<br/> 17 you suggested we might be able to use Severn<br/> 18 Trent and they use the Fishkind methodology<br/> 19 for this new David Weekley project, what<br/> 20 happens if we did that, which shouldn't be too<br/> 21 difficult? If we've already got all the<br/> 22 information on how to do that, I would think<br/> 23 it's woefully less than what you're suggesting<br/> 24 as a cost. And then we went to David Weekley<br/> 25 and said, "Look, this is what we propose as</p> | <p style="text-align: right;">Page 67</p> <p>1 correctly -- my point. I see merit to the<br/> 2 idea of saving money.<br/> 3 MS. MCCORMICK: Right.<br/> 4 MR. ROSS: Why go through a full-blown<br/> 5 Fishkind --<br/> 6 MS. MCCORMICK: I know. Right.<br/> 7 MR. ROSS: -- at this point if we're<br/> 8 going to have the Montague project coming<br/> 9 right after that? But I don't want somebody<br/> 10 else to assert that, i.e., David Weekley, we<br/> 11 did something on the cheap and therefore we<br/> 12 cut a corner or we didn't do it correctly and<br/> 13 now they have a claim against us.<br/> 14 So I'm suggesting: Could we, in<br/> 15 essence, come up with a number? Go to David<br/> 16 Weekley, have them agree in advance that<br/> 17 they're okay with this assessment and the<br/> 18 methodology upon which it was based and then<br/> 19 we do the full-blown Fishkind after the<br/> 20 Montague is done, and then we don't have to do<br/> 21 a full-blown Fishkind twice?<br/> 22 MS. MCCORMICK: Right. We could do --<br/> 23 we could do that.<br/> 24 THE CHAIR: I just -- a question. I'm<br/> 25 not in the habit of going to the resident and</p>   |
| <p style="text-align: right;">Page 66</p> <p>1 your assessment," make sure they're okay with<br/> 2 it, that way we don't have any legal claim<br/> 3 that we didn't do anything right.<br/> 4 Then wait until after the Montague<br/> 5 project is developed. We know exactly what<br/> 6 their use is, and then perhaps do what Bob<br/> 7 said. Could we --<br/> 8 MS. MCCORMICK: Well, David Weekley is<br/> 9 going to get notice once we determine what the<br/> 10 method -- what the assessment is for their<br/> 11 property, because we'll have to send them a<br/> 12 notice letter saying "This is the assessment<br/> 13 amount."<br/> 14 I mean, hopefully we can do that in<br/> 15 connection with our budget year assessments,<br/> 16 because there -- there's -- there may be an<br/> 17 impact to other assessments, because we're<br/> 18 changing the assessment on this particular<br/> 19 parcel, because --<br/> 20 MR. MENDENHALL: Yeah.<br/> 21 MS. MCCORMICK: -- everything -- you<br/> 22 know, everything will shift as far as the<br/> 23 assessments on the other parcels within the<br/> 24 community, also.<br/> 25 MR. ROSS: I'm not sure I'm saying it</p>   | <p style="text-align: right;">Page 68</p> <p>1 saying, "Are you happy with this assessment?"<br/> 2 I think it sets a --<br/> 3 MR. ROSS: That's a good point.<br/> 4 THE CHAIR: I think -- especially when<br/> 5 you're dealing with a nation-wide builder. I<br/> 6 think it sets a really bad precedent for the<br/> 7 public saying, "Hey, why didn't you come to me<br/> 8 when you were re-assessing and ask me if I was<br/> 9 good with it?" I'm hesitant to go down that<br/> 10 path.<br/> 11 MR. ROSS: I get it.<br/> 12 THE CHAIR: I like -- you had your<br/> 13 mediator hat on there, I could see. We<br/> 14 certainly can work with them. I'm not looking<br/> 15 for a lawsuit. But the way I view this, we're<br/> 16 going to apply the existing methodology to 36<br/> 17 single-family attached homes. That's not --<br/> 18 that's not hard. That's really easy.<br/> 19 MR. ROSS: That's why I don't understand<br/> 20 the cost, to be honest with you.<br/> 21 THE CHAIR: Yeah, I don't -- and I<br/> 22 certainly want to assess the property that<br/> 23 hasn't been assessed, so I really don't want<br/> 24 to delay this. And we're not talking a ton of<br/> 25 money here. These 36 units are not going to</p> |

1 have an enormous CDD assessment, and it's not  
2 going to impact the other homes to any  
3 material degree. It's going to be dollars.  
4 It will be a few dollars at most.

5 MR. ARGUS: And we have the Alan Charon  
6 property that -- that --

7 THE CHAIR: Okay. That will now have a  
8 specific use, the three restaurants or  
9 whatever it's going to be versus just a  
10 commercial spot. Again, that assessment is  
11 not going to change much either. It's always  
12 been commercial, and it's just -- it's going  
13 to be commercial now.

14 I just don't know the most economical  
15 way of doing this and the smartest way of  
16 doing this -- and I'll come to you again,  
17 Mr. Barrett. Go ahead.

18 MR. CHESNEY: Why don't we just offer  
19 nine?

20 THE CHAIR: Okay. While you're mulling  
21 that, Mr. Barrett.

22 MR. BARRETT: I'm not trying to beat a  
23 dead horse here, but if -- my question is: If  
24 you guys elected in the future to say, "Well,  
25 we're going to look at this Whitmarsh

1 thirteen five. This thing is jumping around  
2 on me here.

3 THE CHAIR: That sounds right.

4 MR. MILLS: 13,000. I think the  
5 discussion was: If we're going to do the  
6 three for 13, we haven't done one in so long,  
7 why don't we do the whole thing for 20?

8 And it was really a timing issue. When  
9 does it make sense to do that? I don't know  
10 that we spend twelve-five or thirteen just on  
11 the 36 properties, especially if we've got one  
12 more piece and we don't know what it's going  
13 to grow up to be, but --

14 MR. MENDENHALL: Well, you want to do  
15 that now, also, and then redo it when you get  
16 the full analysis. Because right now you're  
17 not collecting anything from it.

18 MR. MILLS: Right. So I -- you know,  
19 those were the numbers, and we've kicked the  
20 tires on that in terms of: Do we spend  
21 thirteen for three pieces or 20 for  
22 everything?

23 MR. MENDENHALL: Sure.

24 MR. MILLS: And that's obviously  
25 something to look at.

1 property," is that the kind of thing that has  
2 to be part of the methodology, or can you just  
3 change that? And if it has to be part of the  
4 methodology, wouldn't it be the time to  
5 include it in this bunch?

6 THE CHAIR: Well, it makes sense. It's  
7 a nothing factor.

8 MR. CHESNEY: Are you talking about --  
9 what do you mean looking at the Whitmarsh  
10 property?

11 MR. BARRETT: The Whitmarsh Lane Road.  
12 If you switch from the general fund to --

13 MR. CHESNEY: That's a policy change.  
14 That's not really an assessment deal.

15 MR. BARRETT: I guess that was my  
16 question, is --

17 MR. CHESNEY: Yeah. No. That's not --  
18 that's not a difference.

19 THE CHAIR: All right. Mr. Mills.

20 MR. MILLS: In looking back at the  
21 Fishkind proposal to refresh perhaps our  
22 memory, their option one was the full  
23 assessment review of \$20,000. And option two  
24 was just the three parcels that we've been  
25 talking about for thirteen -- I think it was

1 THE CHAIR: Mr. Chesney.

2 MR. CHESNEY: Well -- yeah. Now I  
3 remember. Thank you. Your comments have been  
4 very helpful to help me recollect some of  
5 this, but having gone through the assessment a  
6 couple of times before, the simpler you keep  
7 it, I think would benefit the residents in  
8 general. So I would propose that you do just  
9 the three.

10 MR. MILLS: I'm not proposing anything.  
11 I'm just refreshing our memory on the numbers.

12 THE CHAIR: Okay. We need a -- we need  
13 a motion here to move this along if anybody is  
14 inclined. Otherwise, we're going to go  
15 another 30 days with --

16 MR. CHESNEY: I'll make a motion that we  
17 accept Severn Trent's proposal for the three  
18 parcels.

19 THE CHAIR: Which was how much, Andy?

20 MR. MENDENHALL: 12,500, I think.

21 THE CHAIR: Do we have a second on that?  
22 Okay. Hearing no second, do we have  
23 another motion?

24 MR. ROSS: I'll make a motion that we  
25 have Severn Trent do it just for the David

1 Weekley parcel.  
 2 THE CHAIR: But we don't know how much  
 3 that's going to cost.  
 4 MR. ROSS: I'm sure it's going to be  
 5 less than 12,000.  
 6 MR. CHESNEY: But then we don't have the  
 7 Montague parcel.  
 8 MR. ROSS: But we don't know what the  
 9 ultimate use of it will be.  
 10 THE CHAIR: Well, is there a second to  
 11 that motion?  
 12 Can I suggest that we -- I'll make the  
 13 motion. I would suggest we accept the  
 14 Fishkind proposal at \$13,000 to encompass all  
 15 of these new properties. I think if -- if --  
 16 two years from now if we need a global entire  
 17 community assessment -- reassessment, they're  
 18 not going to charge us another \$20,000.  
 19 MR. CHESNEY: Is it thirteen or  
 20 thirteen-five?  
 21 MR. ARGUS: I will --  
 22 MR. MILLS: Thirteen.  
 23 MR. ARGUS: -- second that for  
 24 discussion.  
 25 THE CHAIR: Okay.

1 MR. CHESNEY: What did you say, Jim?  
 2 MR. MILLS: Thirteen.  
 3 THE CHAIR: Thirteen.  
 4 MR. CHESNEY: Thirteen. Okay.  
 5 THE CHAIR: Discussion.  
 6 MR. ARGUS: Yeah. I would like to go to  
 7 Fishkind with an offer of nine or \$10,000 with  
 8 the understanding that in a few years we're  
 9 going to do the full-blown, and see if we can  
 10 get the -- the initial one somewhat reduced.  
 11 MR. CHESNEY: Okay. Also, now that all  
 12 this conversation is coming back, didn't Brian  
 13 also review it and suggest that we didn't  
 14 necessarily need them to have a meeting and  
 15 would they take off some money for a meeting?  
 16 MR. MENDENHALL: Yeah.  
 17 MR. CHESNEY: Because I think a meeting  
 18 was included in there.  
 19 MR. MENDENHALL: Right. Because they  
 20 did have some charges for meetings, yeah.  
 21 THE CHAIR: Okay. My motion I guess  
 22 would not be to accept the thirteen. It would  
 23 be the contract with Severn Trent -- or excuse  
 24 me -- with Fishkind & Associates for those  
 25 services subject to negotiation by counsel

1 and/or district manager.  
 2 MR. CHESNEY: Up to thirteen.  
 3 MR. ARGUS: Yes.  
 4 THE CHAIR: Yes. And just so the record  
 5 is clear, too, I like Severn Trent. I have no  
 6 -- there's no question in my mind that they  
 7 can provide outstanding assessment methodology  
 8 analysis, but as I've said before, I like  
 9 using the independent Fishkind. I think they  
 10 are the go-to company in the State of Florida.  
 11 I have a great deal of comfort with them, and  
 12 yet -- I'm not looking at a cost difference as  
 13 a big factor, but I just think that we as a  
 14 community are better off having the -- the big  
 15 company that does it who is an outsider do it.  
 16 MR. CHESNEY: Can you just restate your  
 17 motion?  
 18 THE CHAIR: My motion would be to go  
 19 ahead and contract with Fishkind & Associates  
 20 to do an assessment methodology review of the  
 21 three parcels of property that we've been  
 22 discussing at a fee not to exceed 13,000 with  
 23 staff and counsel negotiating the appropriate  
 24 fee.  
 25 MR. MILLS: That's their option two.

1 THE CHAIR: Their option two.  
 2 MR. ARGUS: That's my understanding,  
 3 yes.  
 4 MR. CHESNEY: You seconded it?  
 5 MR. ARGUS: Yes.  
 6 MS. MCCORMICK: What is the third  
 7 parcel? We've got the Montague parcel, David  
 8 Weekley parcel --  
 9 THE CHAIR: And the parcels across from  
 10 the elementary school that are being built.  
 11 There's a couple of restaurants going in on  
 12 the other side of the bank.  
 13 MS. MCCORMICK: Okay.  
 14 MR. MENDENHALL: Because I don't think  
 15 that was in anybody's initial proposal -- that  
 16 third one.  
 17 MR. CHESNEY: Yeah, I don't think that's  
 18 in the Fishkind.  
 19 MR. MENDENHALL: It's definitely not,  
 20 because we talked about the two. The Montague  
 21 and the townhomes.  
 22 THE CHAIR: Well, we should get that one  
 23 for thirteen then.  
 24 MR. MENDENHALL: Yeah, no. I mean  
 25 that's -- it's certainly something to bring

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| <p style="text-align: right;">Page 77</p> <p>1 up.</p> <p>2 MR. MILLS: It says for the commercial</p> <p>3 parcels and two parcels undergoing a change in</p> <p>4 status of development.</p> <p>5 MR. ARGUS: So it was included.</p> <p>6 MR. MILLS: So it was included.</p> <p>7 MR. MENDENHALL: I never talked to them</p> <p>8 about it.</p> <p>9 MR. CHESNEY: I -- Andy and I are the</p> <p>10 ones that talked to them on the phone.</p> <p>11 MR. MENDENHALL: Yeah, I mean, I -- I</p> <p>12 don't know if that's --</p> <p>13 THE CHAIR: Well, let's go to them. If</p> <p>14 this motion passes, let's go to them and see</p> <p>15 if we can get all of the properties done.</p> <p>16 MR. MENDENHALL: Okay.</p> <p>17 THE CHAIR: That's -- they should be</p> <p>18 able to --</p> <p>19 MR. CHESNEY: It might not even change.</p> <p>20 THE CHAIR: Yeah, that should be able to</p> <p>21 be done.</p> <p>22 Okay. Mr. -- we have a motion and a</p> <p>23 second. Further discussion.</p> <p>24 MR. ARGUS: Yes. What about Whitmarsh?</p> <p>25 Do we want to include that at this time?</p>   | <p style="text-align: right;">Page 79</p> <p>1 THE CHAIR: Well, roadways are assessed</p> <p>2 differently.</p> <p>3 MR. BARRETT: That I don't know.</p> <p>4 THE CHAIR: I think we need to talk to</p> <p>5 Fishkind about that potential change --</p> <p>6 MR. CHESNEY: Okay.</p> <p>7 THE CHAIR: -- and see what they say.</p> <p>8 It's worth getting their opinion on it.</p> <p>9 MR. MENDENHALL: Okay.</p> <p>10 THE CHAIR: All right. Any further</p> <p>11 discussion?</p> <p>12 All in favor of the motion, please raise</p> <p>13 your hand.</p> <p>14 Okay. That motion passes five to</p> <p>15 nothing.</p> <p>16 What else do you have, Andy?</p> <p>17 MR. MENDENHALL: That's it.</p> <p>18 THE CHAIR: Really?</p> <p>19 MR. CHESNEY: Well, okay, not to</p> <p>20 continue to beat up a dead horse, but we're</p> <p>21 going to contract with them, but we haven't</p> <p>22 made a policy change.</p> <p>23 THE CHAIR: We haven't.</p> <p>24 MR. CHESNEY: So I mean -- okay. So --</p> <p>25 THE CHAIR: I want to hear what they</p> |
| <p style="text-align: right;">Page 78</p> <p>1 THE CHAIR: Why? It's a road.</p> <p>2 MS. MCCORMICK: I think that's more of a</p> <p>3 budget issue as to how the -- how we assess</p> <p>4 for the -- I mean what part of the budget the</p> <p>5 assessment for that road goes into.</p> <p>6 MR. ARGUS: All right. I'll accept that</p> <p>7 for now.</p> <p>8 THE CHAIR: Mr. Barrett.</p> <p>9 MR. BARRETT: Now I'm beating a dead</p> <p>10 horse. But how do you -- it is a -- like a</p> <p>11 square-footage repaving job. How do you -- if</p> <p>12 you're going to divide that up among just the</p> <p>13 commercial properties there, how do you divide</p> <p>14 that bill or that assessment up like among</p> <p>15 those properties? Because you've got the</p> <p>16 7-Eleven and then you've got these office</p> <p>17 parcels with different uses. So that's why I</p> <p>18 wondering if it was a Fishkind doing it,</p> <p>19 because the ERUs are different for each of</p> <p>20 those businesses.</p> <p>21 MR. CHESNEY: Yeah, I guess that's a</p> <p>22 good point. I was thinking they'd all be the</p> <p>23 same per parcel, but they're not, are they?</p> <p>24 Because some are offices, some are 7-Eleven</p> <p>25 and one is a day care center.</p> | <p style="text-align: right;">Page 80</p> <p>1 have to say. They may say we don't need to</p> <p>2 deal with that.</p> <p>3 MR. CHESNEY: Okay. All right.</p> <p>4 THE CHAIR: Yes, Sonny.</p> <p>5 MS. WHYTE: Mr. Chair, I received an</p> <p>6 email from our engineer.</p> <p>7 THE CHAIR: Yes.</p> <p>8 MS. WHYTE: I would like to read it</p> <p>9 briefly.</p> <p>10 THE CHAIR: Yes.</p> <p>11 MS. WHYTE: She says, "Westlake Homes</p> <p>12 will send maintenance management to consider</p> <p>13 instead of borrow bit deed to avoid permit</p> <p>14 transfer concerns."</p> <p>15 MS. MCCORMICK: Okay. I can -- I can</p> <p>16 explain that.</p> <p>17 THE CHAIR: Can you translate?</p> <p>18 MS. WHYTE: That's what I read. I just</p> <p>19 --</p> <p>20 MS. MCCORMICK: Okay. Well, then what</p> <p>21 was? They'll send a maintenance management</p> <p>22 agreement?</p> <p>23 MS. WHYTE: It says -- yeah, "management</p> <p>24 to consider instead of borrow pit deed to</p> <p>25 avoid permit transfer concerns."</p>              |



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| <p style="text-align: right;">Page 81</p> <p>1 MS. MCCORMICK: Right. Okay. So -- so<br/> 2 Tonja and I have been working with the M/I<br/> 3 Homes property owner and their engineer about<br/> 4 the borrow pit that we had talked about moving<br/> 5 forward and taking ownership of.<br/> 6 The issue is that that borrow bit is<br/> 7 included within the Southwest Florida Water<br/> 8 Management District permit that covers all of<br/> 9 the M/I Homes property. So it -- it covers<br/> 10 their storm-water ponds. I think they also<br/> 11 have an mitigation area that the permit<br/> 12 governs and then they have the borrow pit.<br/> 13 So I had said, "Okay. Well, if we take<br/> 14 ownership of it, we would like the permits to<br/> 15 be split, so that we're only a permittee for<br/> 16 the borrow pit. We don't want to be a<br/> 17 co-permittee for the pond and for the<br/> 18 mitigation area."<br/> 19 We had a conversation with their<br/> 20 engineer on Friday who said that would be a<br/> 21 lot of work and M/I Homes doesn't necessarily<br/> 22 want to pay for what it would take to separate<br/> 23 out the permits.<br/> 24 So I said, "Okay. Well, what about<br/> 25 instead of us taking ownership of this</p>   | <p style="text-align: right;">Page 83</p> <p>1 to transfer that permit to the homeowners'<br/> 2 association, and then the developer is not<br/> 3 going to have any continuing obligations with<br/> 4 respect to the permit. And we don't know how<br/> 5 invested the homeowners' association is going<br/> 6 to be in maintaining that borrow pit.<br/> 7 So from that standpoint, Tonja certainly<br/> 8 feels it's in our interest to have control<br/> 9 over the borrow pit. But I want to make sure<br/> 10 that we come to a reasonable agreement so<br/> 11 that they're not asking us to, you know,<br/> 12 assume responsibility for stuff that we<br/> 13 shouldn't be responsible for, because their<br/> 14 project is not within the district boundaries,<br/> 15 but it does connect to our storm water<br/> 16 management system.<br/> 17 THE CHAIR: Do you have a<br/> 18 recommendation?<br/> 19 MS. MCCORMICK: I would recommend that<br/> 20 we move forward with trying to get an<br/> 21 agreement in place with them.<br/> 22 THE CHAIR: What type of agreement?<br/> 23 MS. MCCORMICK: It would be probably an<br/> 24 easement agreement or a license agreement that<br/> 25 would allow us to do the -- the activities</p> |
| <p style="text-align: right;">Page 82</p> <p>1 property if we get an easement agreement or a<br/> 2 license that allows the district to go in and<br/> 3 do whatever we need -- we want to do to<br/> 4 maintain that borrow pit, which then empties<br/> 5 into the rest of our storm water management<br/> 6 system?" We have them committed to allowing<br/> 7 us to do that, and that way we don't actually<br/> 8 take over the ownership of the borrow pit, nor<br/> 9 do we have the liability associated with the<br/> 10 rest of the M/I Homes project.<br/> 11 I guess she spoke with Betty Valenti,<br/> 12 who is their broker today, and -- and Betty<br/> 13 has been talking to the owner, and they are<br/> 14 willing to consider moving forward on that.<br/> 15 We don't have the actual agreement drafted,<br/> 16 and when Tonja and I spoke today she thought<br/> 17 maybe to facilitate this moving along, if I<br/> 18 prepared an agreement so that we can try to<br/> 19 get something nailed down, it would be a good<br/> 20 time to do that.<br/> 21 I mean the timing is such that they're<br/> 22 moving forward pretty quickly on that project,<br/> 23 so I think they may well be done with their<br/> 24 construction within the next year or so, at<br/> 25 which point I would imagine that they're going</p> | <p style="text-align: right;">Page 84</p> <p>1 that we would want to do on the borrow pit<br/> 2 property.<br/> 3 THE CHAIR: Does that require SWFWMD<br/> 4 approval?<br/> 5 MS. MCCORMICK: I don't think it will<br/> 6 require SWFWMD approval if they remain the<br/> 7 permittee and the property owner. I mean I<br/> 8 think what the water management district looks<br/> 9 to is who is the property -- or who is the<br/> 10 owner of the property.<br/> 11 THE CHAIR: Got you. Okay. Mr. Argus<br/> 12 and then Mr. Mills and then Mr. Ross.<br/> 13 MR. ARGUS: So if they maintain<br/> 14 ownership of the property, is there -- in the<br/> 15 agreement there will be some way of us being<br/> 16 compensated for any work we do?<br/> 17 MS. MCCORMICK: I don't know that they<br/> 18 would agree to that. I mean I think that they<br/> 19 would just as soon turn the property over to<br/> 20 us and not have anything to do with it, but<br/> 21 there's -- you know, there's issues for us if<br/> 22 -- if we take ownership of it. Because then,<br/> 23 you know, as the property owner we're liable<br/> 24 for that property, and I don't know that we<br/> 25 want to incur the costs with separating the</p>              |

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| <p style="text-align: right;">Page 85</p> <p>1 permits, and I'm not sure that they're willing<br/>2 to do that.</p> <p>3 MR. ARGUS: So essentially we would be<br/>4 paying for repairing or making good property<br/>5 we don't own?</p> <p>6 MS. MCCORMICK: What we would be doing<br/>7 is we would have the ability to go in there<br/>8 and take care of like cleaning out the pipe<br/>9 that that -- that that borrow pit drains to.<br/>10 And this is where Tonja can probably help me,<br/>11 but I think she feels like if we have the<br/>12 ability to go in there and clean up the borrow<br/>13 pit, it's going to give us more control over<br/>14 making sure that that doesn't cause problems<br/>15 for downstream and the residents that have<br/>16 lots that are along -- you know, going to be<br/>17 potentially impacted by the borrow pit, by the<br/>18 water elevation levels.</p> <p>19 THE CHAIR: Mr. Mills.</p> <p>20 MR. MILLS: How would the -- if I heard<br/>21 you correctly, the maintenance agreement would<br/>22 be between the district and the developer who<br/>23 holds the permit and owns the property.</p> <p>24 MS. MCCORMICK: Well, it would probably<br/>25 run with the property, so at the point --</p> | <p style="text-align: right;">Page 87</p> <p>1 association, but once they get done --</p> <p>2 THE CHAIR: Well, the solution may be to<br/>3 shorten the term of the agreement to let a<br/>4 resident-controlled homeowners' board decide<br/>5 whether they want to leave that in place.</p> <p>6 MR. CHESNEY: Why?</p> <p>7 MS. MCCORMICK: Well, that would not<br/>8 help us. I mean I think that the benefit for<br/>9 us is to have this locked in so that we don't<br/>10 necessarily have an obligation to go on that<br/>11 permit -- on that property and do anything.</p> <p>12 I'm not saying that we -- I mean, that's<br/>13 the benefit of doing it this way. We wouldn't<br/>14 have an obligation to do anything, but we<br/>15 would have the right to go into that property.</p> <p>16 THE CHAIR: See, that's not what I took<br/>17 from -- from Tonja's comment. I thought we<br/>18 were now going to take over the responsibility<br/>19 for maintaining it.</p> <p>20 MS. MCCORMICK: Well, we haven't -- we<br/>21 haven't negotiated this agreement with them,<br/>22 so I don't know what --</p> <p>23 THE CHAIR: Okay. Is there anything --<br/>24 are we pressing on time for this issue?<br/>25 MR. MAYS: Not really, but there are</p> |
| <p style="text-align: right;">Page 86</p> <p>1 MR. MILLS: And then when the homeowners<br/>2 take over, does that agreement transfer and<br/>3 obligate the homeowners to that same<br/>4 agreement?</p> <p>5 MS. MCCORMICK: You know, we haven't<br/>6 worked out the terms of it, but I'm pretty<br/>7 sure that the developer would want that<br/>8 agreement to run with the land, so then the<br/>9 homeowners' association would take over the --<br/>10 the obligations and agreements that are in it.</p> <p>11 MR. MILLS: I just -- you know, my<br/>12 concern is the developer gets us involved with<br/>13 something, and then the homeowners say, "Oh,<br/>14 we don't want to do that," and we've helped<br/>15 the developer and now he's gone, and now --</p> <p>16 THE CHAIR: Well, why would the<br/>17 homeowners want to take over the permitting<br/>18 obligations?</p> <p>19 MR. MILLS: Well, they would -- they<br/>20 would retain it. Right?</p> <p>21 MS. MCCORMICK: Well, at this point, the<br/>22 developer controls the homeowners' --</p> <p>23 MR. MILLS: Right.</p> <p>24 MS. MCCORMICK: -- association, so he'll<br/>25 assign the permit to the homeowners'</p>   | <p style="text-align: right;">Page 88</p> <p>1 some security issues starting to come up<br/>2 because of accessibility through there now.<br/>3 It's wide open.</p> <p>4 THE CHAIR: Are you guys prepared to<br/>5 address this issue today?</p> <p>6 MR. ROSS: I was just going to make some<br/>7 comments, and I -- I was going to support it.</p> <p>8 MR. CHESNEY: Yeah.</p> <p>9 THE CHAIR: Well, I just -- I want to<br/>10 know whether I'm obligated to maintain it or<br/>11 whether we just have the right to maintain it.</p> <p>12 MS. MCCORMICK: Well, and I think --</p> <p>13 THE CHAIR: There's a big difference.</p> <p>14 MS. MCCORMICK: I think that's why -- I<br/>15 mean essentially what I'm asking you is: Are<br/>16 you okay with me going ahead and trying to<br/>17 negotiate an agreement with them that's in the<br/>18 best interest of the district?</p> <p>19 MR. ROSS: The answer is yes if she<br/>20 brings it back to us and --</p> <p>21 MS. MCCORMICK: Yeah. Oh, yeah, I would<br/>22 definitely come back to the Board.</p> <p>23 MR. ROSS: And then -- and I don't want<br/>24 to cut anybody off. You said exactly what was<br/>25 important to me. We have the right to perform</p>                                      |

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1 whatever work we think is appropriate but not  
 2 the obligation.  
 3 MS. MCCORMICK: Right.  
 4 MR. ROSS: So I'm on board with that.  
 5 Then the other point was -- the flip side is:  
 6 We need to be able to have the right to look  
 7 for indemnification if through their actions  
 8 they cause the damage that causes us to incur  
 9 expense. We need to have leverage upon the  
 10 resulting homeowners' association to say,  
 11 "You're not taking care of your pipes  
 12 upstream." I don't know if that's the correct  
 13 terminology, but we've got to have leverage  
 14 upon them.  
 15 MS. MCCORMICK: Right. We will -- I  
 16 will definitely work on building that into the  
 17 agreement.  
 18 MR. ROSS: Okay.  
 19 THE CHAIR: Sonny.  
 20 MS. WHYTE: To confirm, as Doug  
 21 indicated, this week we had boaters in there.  
 22 If we don't own it, we can't trespass them.  
 23 MR. CHESNEY: That's the lake.  
 24 MS. WHYTE: That's the borrow pit. It's  
 25 the big lake behind Stonebridge and --

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1 MR. BARRETT: Sturbridge.  
 2 MS. WHYTE: There you go -- Sturbridge.  
 3 It's a fairly large lake. Right now the TECO  
 4 easement has direct access to it. They can  
 5 drive down, because there's no gate.  
 6 We've asked TECO to produce a gate to  
 7 block the assess point, but the resident -- it  
 8 used to be there, but during construction they  
 9 removed it, and we're getting a lot of calls  
 10 from residents because there's boaters on it.  
 11 So if we don't own it, we technically cannot  
 12 ask our deputies to trespass them off of our  
 13 property, because then it belongs to somebody  
 14 else. So, basically, all we're doing is doing  
 15 the maintenance on the pond versus ownership.  
 16 MR. ROSS: I think we can deal with that  
 17 in an agreement. I think if you have in there  
 18 -- particularly if it's a permanent agreement.  
 19 I think it should be permanent in nature -- or  
 20 perpetual. Sorry. And then you have in there  
 21 that everybody agrees these are the operating  
 22 rules. This is -- this is off limits to third  
 23 parties or however we want to define it, so  
 24 that either one of us has the right to contact  
 25 law enforcement.

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1 Law enforcement just wants to know that  
 2 we're duly authorized rep, and if we have an  
 3 agreement that says, "This is what we all  
 4 agree to and we're authorized and we have  
 5 property rights," I can't imagine we wouldn't  
 6 have the right --  
 7 MS. WHYTE: I'm not sure. We'd have to  
 8 verify that with the sheriff's office.  
 9 THE CHAIR: What kind of boats?  
 10 MS. WHYTE: Motor boats.  
 11 THE CHAIR: Motor boats?  
 12 MS. WHYTE: Little propeller boats,  
 13 yeah.  
 14 MR. CHESNEY: A lady keeps calling me  
 15 saying that "There's boats behind me." I  
 16 thought it was the lake that I lived on, so I  
 17 kept looking, and I'm like, "I don't see any  
 18 on the lakes."  
 19 And Doug finally interceded with her and  
 20 said, "No, they're in some other lake."  
 21 THE CHAIR: Like little jon boats or  
 22 canoes?  
 23 MR. MAYS: Yeah, little jon boats.  
 24 MS. WHYTE: It's a fairly large lake.  
 25 It's a large lake.

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1 THE CHAIR: Okay.  
 2 MR. MAYS: Ever since this construction  
 3 went up though, it opened up two or three  
 4 locations. We've had so many people back  
 5 there trying to fish, even on our lake. We  
 6 had to run people off of our lakes, too, but  
 7 --  
 8 MS. WHYTE: I mean we can run them,  
 9 because it's our property, if it's our lakes,  
 10 but when they ask or if the sheriff comes,  
 11 then we have to have a trespass agreement with  
 12 the sheriff's office.  
 13 MR. MAYS: And like Sonny said, we've  
 14 requested a gate down there that was tore down  
 15 during construction, but nothing has been put  
 16 up yet.  
 17 MS. WHYTE: TECO has suggested they will  
 18 eventually.  
 19 THE CHAIR: All right. Do we -- do we  
 20 have a motion?  
 21 MR. CHESNEY: Do we need one? Because  
 22 we don't have an agreement.  
 23 THE CHAIR: I think we need -- well,  
 24 you're right.  
 25 Do you have enough information at this

|   |   |
|---|---|
| <p style="text-align: right;">Page 93</p> <p>1 time to direct counsel to take certain action?</p> <p>2 MS. MCCORMICK: I mean I guess based on</p> <p>3 what you were just saying about the boat</p> <p>4 issue, you know, there's pros and cons with</p> <p>5 either approach. There's pros and cons of</p> <p>6 going just with an easement agreement; a</p> <p>7 permanent perpetual easement or license</p> <p>8 agreement. There's pros and cons of actually</p> <p>9 taking ownership of the borrow pit.</p> <p>10 Because if we take ownership of the</p> <p>11 borrow bit, essentially, I feel like it's</p> <p>12 going to be harder for us to not kind of be</p> <p>13 seen as the responsible party for the storm</p> <p>14 water management system and environmental</p> <p>15 permit issues associated with that entire</p> <p>16 project. So, you know, there's -- there's</p> <p>17 issues associated with either approach, so --</p> <p>18 THE CHAIR: My suggestion is we take a</p> <p>19 month, have Tonja meet with Erin and come back</p> <p>20 to us with the best proposal.</p> <p>21 MS. MCCORMICK: Okay.</p> <p>22 THE CHAIR: Do you guys agree?</p> <p>23 MR. ARGUS: Yes.</p> <p>24 MR. ROSS: Yes.</p> <p>25 THE CHAIR: I just don't know that we</p> | <p style="text-align: right;">Page 95</p> <p>1 MS. MCCORMICK: Oh, we're going to talk</p> <p>2 about the parks project, but we can do that</p> <p>3 later. I'm sure we're going to talk about that</p> <p>4 during the field manager report.</p> <p>5 THE CHAIR: All right. The interlocal</p> <p>6 agreement for the public road repaving. I</p> <p>7 know we have a couple of folks here. I take</p> <p>8 it you guys have one spokesperson?</p> <p>9 MR. ARRILLAGA: Yeah, that would be me.</p> <p>10 Joaquin Arrillaga, (unintelligible) the WCA.</p> <p>11 MR. MAYS: Say that again.</p> <p>12 THE REPORTER: What was -- I'm sorry.</p> <p>13 THE CHAIR: What do you want to tell us?</p> <p>14 MR. ARRILLAGA: Well, I know you have it</p> <p>15 on the agenda. We had for almost -- the past</p> <p>16 couple of years, the GAC committee of the WCA</p> <p>17 has been meeting with the commissioners and</p> <p>18 the public works to try to accelerate the</p> <p>19 resurfacing and repairs of our roads that in</p> <p>20 some neighborhoods are in immediate need of</p> <p>21 repair. They did some experimental treatments</p> <p>22 on some of them, and, you know, that --</p> <p>23 THE CHAIR: That failed.</p> <p>24 MR. ARRILLAGA: -- failed badly, so --</p> <p>25 it's becoming -- it's getting to a point that</p>              |
| <p style="text-align: right;">Page 94</p> <p>1 have enough information and we're hearing</p> <p>2 resident concerns about use of it. I just</p> <p>3 think it -- let the professionals tighten it</p> <p>4 up and come to us with one recommendation.</p> <p>5 MR. CHESNEY: I would take Brian's</p> <p>6 suggestion, though, so you can still do the</p> <p>7 trespassing issues. I mean if you rent a</p> <p>8 piece of property, you can throw them off even</p> <p>9 though you don't own the property. You can</p> <p>10 still, "Hey, get off" --</p> <p>11 THE CHAIR: Lakes are a little different</p> <p>12 that are accessible to the public.</p> <p>13 MR. MILLS: Especially once you've got</p> <p>14 residents living back on the other side of</p> <p>15 that thing that aren't Westchase residents.</p> <p>16 THE CHAIR: Erin, do you have anything</p> <p>17 else?</p> <p>18 MS. MCCORMICK: No.</p> <p>19 THE CHAIR: Okay. I'm going to go</p> <p>20 slightly out of order. I know we have people</p> <p>21 here for the interlocal agreement. I'm going</p> <p>22 to try to --</p> <p>23 MS. MCCORMICK: I do have one other</p> <p>24 thing.</p> <p>25 THE CHAIR: Okay.</p>  | <p style="text-align: right;">Page 96</p> <p>1 it's a safety issue for some of the kids</p> <p>2 riding their bikes and doing some -- some</p> <p>3 activities on the streets.</p> <p>4 Talking to the county they said, "Well,</p> <p>5 there's no money." They don't want to go on a</p> <p>6 different path than what they have already</p> <p>7 assessed the properties and their priorities,</p> <p>8 so they want to keep it the way it is, and</p> <p>9 that puts some of our streets on priority two</p> <p>10 all the way to priority four.</p> <p>11 They said the only way that they can</p> <p>12 address it at this point is to have some kind</p> <p>13 of interlocal agreement where there's --</p> <p>14 there's a loan. We would be paying for the</p> <p>15 interest on that loan, and the county would</p> <p>16 pay for that loan with future revenue over two</p> <p>17 or three years, whatever the term would be.</p> <p>18 And there's no answers to any of the hundreds</p> <p>19 of questions that you guys have or we have,</p> <p>20 also, but there's a meeting that will happen</p> <p>21 on the 22nd of April. And the WCA will be</p> <p>22 present.</p> <p>23 I presented it to -- to the WCA board,</p> <p>24 and the WCA board, of course, is going to be</p> <p>25 present at the meeting, but they asked us to</p> |

1 -- to come and bring it to you guys. So in  
 2 case you guys are -- and plus one of the  
 3 county commissioners asked us to talk to the  
 4 CDD, so -- to see if -- if you guys are  
 5 interested in coming to the meeting and see  
 6 what the answers are. I don't have any of  
 7 them, and I'm not the person to give them.  
 8 I'm the one asking at this point. But that's  
 9 -- that's why we're here.  
 10 And, of course, we're the committee, and  
 11 Joe Odda, our chair for the GAC committee, has  
 12 a lot more answers than me, but if -- you  
 13 know, if you guys have any --  
 14 THE CHAIR: Is the meeting April 11th or  
 15 April 22nd?  
 16 MR. ARRILLAGA: 22nd.  
 17 THE CHAIR: But there is a meeting on  
 18 the 11th; I saw it in the public notice.  
 19 MR. ARRILLAGA: Not with us.  
 20 MR. ODDA: Not with us.  
 21 THE CHAIR: Okay. Mr. Chesney.  
 22 MR. CHESNEY: So I know you said you  
 23 don't have specifics, but are you saying that  
 24 -- help me out here. So the residents --  
 25 someone would produce the money. Residents

1 would pay only interest?  
 2 MR. ARRILLAGA: No. They -- somebody  
 3 will take a loan, either the county or the  
 4 CDD or the WCA.  
 5 MR. CHESNEY: Yeah.  
 6 MR. ARRILLAGA: There's interest on the  
 7 payment.  
 8 MR. CHESNEY: Right.  
 9 MR. ARRILLAGA: And then at the end, the  
 10 county would pony up the money for the expense  
 11 and --  
 12 MR. CHESNEY: And pay back the principal  
 13 at some point?  
 14 MR. ARRILLAGA: -- pay back the  
 15 principal. Paying the interest rate is  
 16 something that needs to be negotiated. I  
 17 don't even know if that's an intent that they  
 18 have to pay also the interest. The -- the --  
 19 any other expense involved in doing this,  
 20 I mean --  
 21 MR. CHESNEY: I mean, normally when --  
 22 when a body borrows money, they do a bond  
 23 issue. I mean -- so I mean there's costs  
 24 associated with doing a bond issue, so --  
 25 MR. ARRILLAGA: Of course. That's what

1 I'm trying to say. It's not only the  
 2 interest, but it's -- there's other costs, not  
 3 only with a bond but also supervisors and --  
 4 and companies writing contracts and all that.  
 5 So there's other associated costs other than  
 6 the interest rate on it, but that's --  
 7 MR. CHESNEY: Do you have any idea what  
 8 the total costs --  
 9 MR. ARRILLAGA: I believe it's two -- a  
 10 little bit over two and a half million dollars  
 11 for, you know, repaving itself, but what  
 12 they're saying is that that would be doing one  
 13 treatment all across where not all the streets  
 14 need the same type of approach. Some might  
 15 need some milling, some others some finish,  
 16 so -- so -- but that's a ballpark figure given  
 17 by the -- by the county.  
 18 MR. CHESNEY: Have you -- are you  
 19 suggesting that all of the neighborhoods would  
 20 be repaved or just the neighborhoods that the  
 21 residents wanted it to be repaved?  
 22 MR. ARRILLAGA: Of course, we have the  
 23 gated communities. Those are not --  
 24 MR. CHESNEY: Right. No, I mean I  
 25 understand.

1 MR. ARRILLAGA: -- involved in that, and  
 2 we have some neighborhoods and some streets  
 3 that have a higher priority. I don't know if  
 4 the approach is, "Well, this can wait another  
 5 five or seven years, so let's go ahead and do  
 6 a portion that would cost only 1.5," 2.2,  
 7 whatever it is.  
 8 MR. CHESNEY: Right. I guess I'm just  
 9 -- so there's no -- just thinking, I mean the  
 10 ability to do that is not out of the question.  
 11 But, generally, when you -- when you come into  
 12 Westchase and you buy a house, if you live in  
 13 one neighborhood, you think you're going to  
 14 have this level of service. If you live in  
 15 this neighborhood, you have a different one.  
 16 And so I just wondered if you had  
 17 contemplated there might be some people on  
 18 some -- in a neighborhood that's not behind a  
 19 gated community that doesn't want their road  
 20 paved -- I mean --  
 21 MR. ARRILLAGA: Oh, I mean, I  
 22 contemplate that on every project. You'll do  
 23 whatever the project is about.  
 24 MR. CHESNEY: Yeah.  
 25 MR. ARRILLAGA: But -- but the necessity

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1 of the committee, of course, either the CDD or  
 2 the WCA would have to say, "We all benefit  
 3 from this, so we would assess" -- and I'm not  
 4 talking about assessment. It can be the  
 5 interest rate the county said that can  
 6 actually borrow is at about two percent. So  
 7 it can be just paying the two percent out of  
 8 reserves, and then there's no need to be -- to  
 9 assess anybody, because that would be coming  
 10 back if they paid back the interest rate.  
 11 Whatever the -- the loan --  
 12 MR. CHESNEY: "If they." That's a big  
 13 if, "if they paid back."  
 14 MR. ARRILLAGA: That's why the meeting  
 15 on the 22nd is -- I can talk with them.  
 16 THE CHAIR: Mr. Mills.  
 17 MR. MILLS: These priority streets are  
 18 defined by the county, right --  
 19 MR. ARRILLAGA: Yes.  
 20 MR. MILLS: -- not the WCA?  
 21 MR. ARRILLAGA: And the amount of money  
 22 -- if you don't mind, sir --  
 23 MR. MILLS: Have you seen this?  
 24 MR. CHESNEY: No.  
 25 MR. ARRILLAGA: These are the priority

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1 streets with the amount of money associated  
 2 with it. That's given by the county.  
 3 THE CHAIR: Well, I guess there's a  
 4 couple fundamentals. I think we as a board  
 5 need to decide if there's any interest in this  
 6 concept, and then if there is, who the right  
 7 representative would be to attend that  
 8 meeting.  
 9 I can tell you this supervisor is never  
 10 going to vote to support this. My -- my  
 11 recommendation is we go to the county and say,  
 12 "Do your job. You don't do anything for  
 13 Westchase." They don't do anything for  
 14 Westchase. We hire their deputies; pay them a  
 15 fortune in overtime for a directed patrol. We  
 16 have spent -- we spent nine hundred and sixty  
 17 some odd thousand dollars improving their  
 18 parks. We're going to end up at about one  
 19 four.  
 20 They don't repave our roads right. They  
 21 skim coated Radcliffe, which lasted about a  
 22 week. It was awful. They never should have  
 23 gone with that technology.  
 24 I don't know why the county thinks that  
 25 its highest tax base area can get away with

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1 zero servicing. I don't get it.  
 2 MR. CHESNEY: Mark for county  
 3 commission.  
 4 THE CHAIR: I'm sorry. Our county  
 5 commission needs to get -- get it in gear and  
 6 satisfy these residents, or, candidly, there's  
 7 going to be political backlash.  
 8 And I can't say whether you guys have  
 9 gone down that path and -- you guys are a lot  
 10 of smart people, but -- and you guys know  
 11 those representatives and you know what you're  
 12 doing, and I don't play in the government  
 13 affairs lobby, because that's not my  
 14 personality or demeanor. I like suing those  
 15 people, but the -- the rationale here of us  
 16 paying interest for the county to finance our  
 17 public roads, no, not this -- not this  
 18 supervisor.  
 19 If these -- if these four other  
 20 supervisors want to vote for it, fine. It  
 21 will go whatever way it goes, but -- and I'll  
 22 put it to a vote. I'm not going to hold up  
 23 voting. And if someone wants to attend on  
 24 behalf of the CDD and we can empower them, but  
 25 it's -- it's -- when I saw this concept and I

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1 read all the material, it was so foreign to  
 2 me.  
 3 I understand we're trying to deliver a  
 4 better product for the -- the residents. I  
 5 get that. I really do, but, A, Erin hasn't  
 6 told me we can legally do that; legally spend  
 7 money to improve a public project. I don't --  
 8 and that may be one issue we legally cannot do  
 9 it, but the concept of funding \$2,000,000 for  
 10 any period of -- an undetermined period of  
 11 time --  
 12 MR. CHESNEY: We do it now.  
 13 THE CHAIR: -- not knowing -- no, we  
 14 don't do it right now.  
 15 MR. CHESNEY: I mean the parks.  
 16 THE CHAIR: Well, the parks are a  
 17 completely different animal, because we have a  
 18 contractual obligation there. We don't on the  
 19 roads. And don't get me started on the parks.  
 20 I mean candidly -- you should know -- I wanted  
 21 to go to the county and say, "Give us our  
 22 parks. We no longer want to have an agreement  
 23 with you." I'm tired of -- of dealing with  
 24 the county's oversight of our parks that we've  
 25 spent millions and millions of dollars on.

1 So that's me venting here. You can  
2 communicate that to our commissioner and the  
3 board. Erin will soften anything  
4 appropriately, because she deals with those  
5 folks all the time. But I'm like, "Come on.  
6 Show me something. What have you done for us  
7 ever? Not just lately. What have you ever  
8 done for us?"

9 MR. ARRILLAGA: Okay. Listen, you're  
10 preaching to the choir here.

11 THE CHAIR: I know I am. I know you  
12 guys are good at what you do.

13 MR. ARRILLAGA: And -- and we're not  
14 envisioning financing this for the county, but  
15 if the county says "We'll pay you back for  
16 everything. There's a hard set for three  
17 years. We'll pay for every expense, and all  
18 you're doing is accelerating this project, and  
19 at the end there's no real cost to you,"  
20 that's what I want to -- I would like to at  
21 some point hear from them.

22 THE CHAIR: But that's not what the  
23 material said. The material is we as -- "we,"  
24 Westchase as a community, would finance the  
25 accelerated roadway project. I -- nothing

1 revenues to pay off the debt forwarded to the  
2 association or the CDD the amount of money it  
3 would take to do all of the priority streets  
4 or a portion thereof -- by the way, that  
5 priority list is from the county -- and in the  
6 interim, for the use of that money, the  
7 association or the CDD would pay interest on  
8 it at whatever rate is reasonable.

9 A question that comes up is: Is that  
10 forever? Can we at the end when you amortize  
11 that whole debt, you get it all back from  
12 future revenues with some additional money,  
13 would you then reimburse the association or  
14 the CDD for the interest they paid during that  
15 term? That's one idea. There are going to be  
16 others. There are other types of agreements.

17 So that's what we're talking about in --  
18 on April 22nd. We're not there to make any  
19 decisions or make any commitments. We're  
20 there to gather facts to see what is possible;  
21 bring them back to our respective board and  
22 perhaps bring it to this board and have you --  
23 and have us determine whether or not there is  
24 enough good in that to proceed towards  
25 something or to do otherwise. To say, "Not --

1 I ever read said that the county is going to  
2 reimburse us for what I'm going to call the  
3 financing costs in some undetermined,  
4 unallocated future budget. Am I wrong?

5 MR. ARRILLAGA: Yes.

6 MR. ODDA: Yes.

7 THE CHAIR: All right. Explain that to  
8 me, because that's not what I read.

9 MR. ODDA: There's several things. Joe  
10 Odda, member of the board, Westchase Community  
11 Association. If you don't mind --

12 MR. ARRILLAGA: Go ahead.

13 MR. ODDA: First of all, no decision has  
14 been made. We do not know at this point what  
15 is going to be possible and with whatever is  
16 possible, whether or not this association  
17 wants to participate and do it. We're simply  
18 there on April 22nd to hear what the county  
19 has to say, to hear their suggestions, their  
20 comments, whether there will be an interlocal  
21 agreement or some other type of agreement or a  
22 hybrid of some sort.

23 The fundamental idea that came forward  
24 in our earlier discussions with the county was  
25 this: What if the county using future

1 you know, this is just -- this isn't workable.  
2 This isn't good for these reasons, and let's  
3 forget about it, and we'll wait three to four  
4 years to gets our roads paved."

5 THE CHAIR: Joe, a couple things. On  
6 that list of priorities, our worst roads are  
7 the second tier? Second most critical?

8 MR. ODDA: According to the county.

9 THE CHAIR: According to the county?

10 MR. ODDA: Yeah. That's -- they have a  
11 criteria, and, in fact -- I don't have it with  
12 me, but there is a criteria the -- the NS --  
13 National Standards Institute criteria process  
14 that they use to evaluate all of the roads in  
15 the county as to level of breakdown and  
16 whatever. And on that basis, they prioritize  
17 them.

18 They're -- the report that's in was  
19 passed on -- in December. And I can never  
20 remember the full title of it, but it's  
21 Prioritized and Unified Transportation Safety  
22 and Maintenance Projects. This was passed by  
23 the Board of County Commissioners in December.

24 This is just a few pages of the whole  
25 publication. It's 76 pages long, and it

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| <p style="text-align: right;">Page 109</p> <p>1 contains hundreds of roads prioritized</p> <p>2 throughout the county. So that is a county</p> <p>3 prioritization.</p> <p>4 I spoke to the county commission that --</p> <p>5 at that point before they made their decision</p> <p>6 and cited our woebegone situation here with</p> <p>7 our roads and urged them on the basis of a</p> <p>8 petition that we sent them earlier to do</p> <p>9 whatever they possibly could to advance us --</p> <p>10 to accelerate us in the list, and they</p> <p>11 declined to do that by a vote of four -- four</p> <p>12 to three.</p> <p>13 So this is the list we have. I have</p> <p>14 extracted that -- or we have extracted it from</p> <p>15 the main list.</p> <p>16 MR. CHESNEY: Four to three. Really, it</p> <p>17 was that close?</p> <p>18 MR. ODDA: Pardon?</p> <p>19 MR. CHESNEY: Four to three?</p> <p>20 MR. ODDA: Right. Yeah.</p> <p>21 THE CHAIR: Has any other community or</p> <p>22 area done this mechanism?</p> <p>23 MR. ODDA: There are somewhat similar</p> <p>24 agreements that have been done, and we're</p> <p>25 supposed to be getting samples of those</p>   | <p style="text-align: right;">Page 111</p> <p>1 funds, have they committed to reimbursing that</p> <p>2 funding source for all the interest and all</p> <p>3 the expense?</p> <p>4 MR. ODDA: No. We -- we're going to</p> <p>5 talk about that as one of the numerous factors</p> <p>6 that needs to be considered if we're going to</p> <p>7 move forward. We're going to talk about that</p> <p>8 on April 22nd.</p> <p>9 THE CHAIR: Mr. Ross.</p> <p>10 MR. ROSS: My understanding, Joe, is</p> <p>11 they've not committed to that, but they've not</p> <p>12 eliminated that either.</p> <p>13 MR. ODDA: No.</p> <p>14 MR. ROSS: Their position is "Come and</p> <p>15 talk."</p> <p>16 MR. ODDA: "Come and talk." And you</p> <p>17 have a list of the people who will be there</p> <p>18 including -- Sandy Murman said she's going to</p> <p>19 try to be with us that day, as well, our</p> <p>20 county commissioner.</p> <p>21 And we three -- Ruben and Joaquin and</p> <p>22 myself -- will be there, but we certainly hope</p> <p>23 a member of this board can be available to</p> <p>24 join us for an hour or so for that meeting and</p> <p>25 ask your questions, as well.</p> |
| <p style="text-align: right;">Page 110</p> <p>1 agreements. There is another type of</p> <p>2 agreement. It's called a municipal services</p> <p>3 -- I have a note. Although they don't think</p> <p>4 at this point that that's quite for us.</p> <p>5 Municipal services benefit unit agreement.</p> <p>6 And I think that's what they did down at</p> <p>7 Dana Shores for under -- taking their wiring,</p> <p>8 their electric -- electrical services</p> <p>9 underground. There was some funding of it</p> <p>10 through the county with interest and so on,</p> <p>11 but it's a very different kind of thing from</p> <p>12 the traditional inter -- inter --</p> <p>13 MR. CHESNEY: -- local.</p> <p>14 MR. ODDA: -- interlocal agreement. So</p> <p>15 --</p> <p>16 THE CHAIR: It's almost like the</p> <p>17 dredging in Culbreath Isles, too.</p> <p>18 MR. ODDA: Yeah.</p> <p>19 THE CHAIR: Joe -- and I didn't -- what</p> <p>20 I didn't hear you tell me is that what my</p> <p>21 understanding was is incorrect. Has the</p> <p>22 county expressed or communicated a willingness</p> <p>23 -- if -- if the community, whether it's the</p> <p>24 WCA or the CDD, serves as the funding</p> <p>25 mechanism to pay the interest for the advanced</p> | <p style="text-align: right;">Page 112</p> <p>1 MS. MCCORMICK: Do you know who's going</p> <p>2 to be -- is there going to be somebody there</p> <p>3 from the County Attorney's office?</p> <p>4 MR. ODDA: Yes. Christine Beck.</p> <p>5 MS. MCCORMICK: Christine Beck?</p> <p>6 MR. ODDA: Yes. And Lucia Garsys and</p> <p>7 John Lyons.</p> <p>8 MS. MCCORMICK: It seems pretty high</p> <p>9 level.</p> <p>10 THE CHAIR: It is. I think if we're</p> <p>11 inclined to have someone attend, I honestly</p> <p>12 think it should be Mr. Ross.</p> <p>13 MR. ROSS: I'm probably the one person</p> <p>14 who can't. It would constitute a quorum.</p> <p>15 THE CHAIR: Okay. Oh, very good.</p> <p>16 Is anyone else available? I'm not</p> <p>17 available, and I'm still not the right guy to</p> <p>18 go, but I can keep my mouth shut when I need</p> <p>19 to. Is anybody available on April 22 that</p> <p>20 would want to go?</p> <p>21 MR. ARGUS: What time is it?</p> <p>22 MR. ODDA: 11 o'clock.</p> <p>23 MR. CHESNEY: I mean, I can go at 11:00.</p> <p>24 I'm going to David Sedaris that night, so I've</p> <p>25 got to be out of there early.</p>                            |



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| <p style="text-align: right;">Page 113</p> <p>1 THE CHAIR: Well, it would kind of make<br/> 2 sense as the vice chair. Bob or Jim, do you<br/> 3 have a burning desire to go?<br/> 4 MR. MILLS: I would love to attend, but<br/> 5 I do have a conflict on that day.<br/> 6 THE CHAIR: Okay. Any problem with Greg<br/> 7 going?<br/> 8 MR. ARGUS: I have no problem, but if<br/> 9 he's not able to, I'll --<br/> 10 THE CHAIR: I just think from a title<br/> 11 perspective.<br/> 12 MR. ARGUS: Yeah, that's fine.<br/> 13 MR. CHESNEY: April 22nd, 11 o'clock.<br/> 14 MR. ODDA: Okay. I'll give you the<br/> 15 details.<br/> 16 THE CHAIR: Is this -- what is the --<br/> 17 the designed goal of this meeting? Is this<br/> 18 going to be we're just hearing them out, or<br/> 19 are they looking for input, or are they<br/> 20 looking for commitment? What are -- what is --<br/> 21 where are we heading here?<br/> 22 MR. ODDA: No, they're not looking for a<br/> 23 commitment. What we are looking to do is<br/> 24 gather all the information, share the results<br/> 25 of our questions -- or the outcomes of our</p>  | <p style="text-align: right;">Page 115</p> <p>1 roads? Would we accept these roads from the<br/> 2 county?<br/> 3 THE CHAIR: You didn't just say that?<br/> 4 MR. ARGUS: I just did.<br/> 5 THE CHAIR: Okay. Is there any desire<br/> 6 to acquire these roads?<br/> 7 MR. CHESNEY: I don't even know that I'd<br/> 8 want mine paved, and I live on one of these<br/> 9 roads. According to this, a priority two.<br/> 10 THE CHAIR: Really? That's a high<br/> 11 priority. Just coming full circle, I take it<br/> 12 we're going to have Erin there at the meeting.<br/> 13 Are you available?<br/> 14 MS. MCCORMICK: I'm available.<br/> 15 THE CHAIR: I think that would be very<br/> 16 prudent.<br/> 17 MR. ARGUS: And with Chesney, if<br/> 18 something happens, I'll serve as his back-up.<br/> 19 THE CHAIR: I'll let you -- well, I'll<br/> 20 let you communicate with Erin. If he has to<br/> 21 be absent, Erin can let you know.<br/> 22 MR. ARGUS: Or Andy.<br/> 23 THE CHAIR: Or Andy. Correct. Anything<br/> 24 else we need to know at this stage?<br/> 25 MR. ODDA: Except that we appreciate</p> |
| <p style="text-align: right;">Page 114</p> <p>1 questions, the outcomes of their comments and<br/> 2 their questions, carry them back to our<br/> 3 respective board and say -- and try to make a<br/> 4 determination of whether or not we want to<br/> 5 proceed in that direction or do something<br/> 6 else.<br/> 7 THE CHAIR: Is Commissioner Murman up<br/> 8 for re-election?<br/> 9 MR. ODDA: Yes.<br/> 10 THE CHAIR: Tell her to look out for<br/> 11 that qualifying period.<br/> 12 Would you -- can you get them a<br/> 13 transcript of our comments from this<br/> 14 discussion? I think that would be important,<br/> 15 too. It's public record. I think you should<br/> 16 share it with them. I mean, there's one --<br/> 17 there's one outspoken person. And I'll let<br/> 18 you decide if you really want to use it.<br/> 19 Again, government affairs people operate in<br/> 20 different worlds. Mr. Argus.<br/> 21 MR. ARGUS: I'm just throwing an idea<br/> 22 out there on this -- just sort of thinking out<br/> 23 of the box. Would the CDD -- is there any<br/> 24 interest in the CDD if we do something --<br/> 25 agree to do something on this to acquire the</p> | <p style="text-align: right;">Page 116</p> <p>1 your careful deliberation of all this, and we<br/> 2 look forward to having --<br/> 3 MR. CHESNEY: Is it at County Center?<br/> 4 MS. MCCORMICK: Yeah. Do you know where<br/> 5 at the County Center?<br/> 6 MR. ODDA: I'll have -- I don't have the<br/> 7 room number yet --<br/> 8 MS. MCCORMICK: Okay.<br/> 9 MR. ODDA: -- but it will probably be on<br/> 10 the 26th floor.<br/> 11 MS. MCCORMICK: Probably.<br/> 12 MR. ODDA: But we thank you for your<br/> 13 time and discussing this today and --<br/> 14 THE CHAIR: Can I suggest that you<br/> 15 coordinate with Supervisor Chesney before that<br/> 16 meeting so that everybody is on the same<br/> 17 page?<br/> 18 MR. ARRILLAGA: We can take care of<br/> 19 that.<br/> 20 MR. ODDA: Yes.<br/> 21 THE CHAIR: Strategy and what the goals<br/> 22 are for that meeting. It does sound like a<br/> 23 high-level meeting.<br/> 24 MR. ARRILLAGA: Yes.<br/> 25 MR. ODDA: We think so.</p>   |

1 THE CHAIR: And you've got the right  
 2 audience and -- you know, I want to hear what  
 3 the options are that -- you know, my takeaway  
 4 from the initial read was they want us to be  
 5 the funding mechanism with no assurances of  
 6 reimbursement.  
 7 MS. MCCORMICK: It may actually --  
 8 MR. ARRILLAGA: But -- but it's not  
 9 reimbursement (unintelligible).  
 10 MS. MCCORMICK: -- be that they --  
 11 THE CHAIR: We pay them interest?  
 12 MR. CHESNEY: I need to know what the  
 13 term is, too. I mean, I have --  
 14 THE CHAIR: There are so many variables.  
 15 MR. CHESNEY: -- so many variable  
 16 questions on how you could do it.  
 17 THE CHAIR: I think the -- I'm going to  
 18 ask counsel. Please take a look if we can  
 19 legally do something like this.  
 20 MS. MCCORMICK: Sure.  
 21 THE CHAIR: You should be able to do  
 22 that in about a half hour. Right?  
 23 MS. MCCORMICK: Yeah. Yeah. I mean,  
 24 the -- you know, Chapter 190 has gotten a lot  
 25 more liberal about what types of projects, so

1 I think I can look into that pretty easily.  
 2 THE CHAIR: Yeah, I think that's a  
 3 threshold question we need to know. And,  
 4 again, we're on a public record, I understand,  
 5 but could the WCA do this outside -- without  
 6 the CDD?  
 7 MR. ODDA: Yes. The county tells us we  
 8 could.  
 9 THE CHAIR: Okay. So you could have a  
 10 -- a homeowners' association organization have  
 11 an interlocal agreement?  
 12 MR. CHESNEY: They did for the water.  
 13 MR. ROSS: Since I'm on both, I'm going  
 14 to stick my neck out. I think it's a horrible  
 15 idea for the association to do it, horrible.  
 16 And I could get into greater detail. I'll  
 17 just tell you it's a bad way for the  
 18 association -- when you look at the  
 19 collectibility issue, we're going to be  
 20 assessing residents, and somebody's home could  
 21 go in foreclosure. And you can just take out  
 22 the scenarios. It's a really bad idea for the  
 23 association. If it can work though, it would  
 24 be great for the CDD.  
 25 MS. MCCORMICK: Well, I mean if they're

1 talking about an interlocal agreement, I mean  
 2 that by its definition would have to be again  
 3 between two governmental bodies, so --  
 4 MR. COLLAZO: To be clear, the idea of  
 5 assessing residents with all this hasn't come  
 6 up at all. Again, we're at the beginning  
 7 phase of all of this, so -- there has been no  
 8 discussion about --  
 9 THE CHAIR: Okay. Mr. Collazo, will you  
 10 identify yourself?  
 11 MR. COLLAZO: I'm sorry. Ruben Collazo  
 12 from The Shires.  
 13 THE CHAIR: Thank you.  
 14 MR. COLLAZO. Member of the board,  
 15 treasurer of the association, and those were  
 16 my comments. There's been no determination  
 17 whatsoever about assessments.  
 18 THE CHAIR: Okay. All right. Yeah, I  
 19 think we've got a good plan. Erin and Greg  
 20 will go with you and see if he can get  
 21 something that works for the residents.  
 22 MR. ODDA: Thank you very much.  
 23 MR. COLLAZO: Thank you.  
 24 MR. ARRILLAGA: Thank you.  
 25 THE CHAIR: Thank you guys. We

1 appreciate your time. Thanks for correcting  
 2 me.  
 3 MR. MAYS: They ought to worry about the  
 4 sidewalks around here before they worry about  
 5 the roads.  
 6 THE CHAIR: One of millions of examples.  
 7 Yeah, we're getting sued because they can't  
 8 repair sidewalks.  
 9 MS. WHYTE: Yeah, nobody has fallen on  
 10 the roads yet.  
 11 THE CHAIR: All right. We got off track  
 12 here. Do you need a break?  
 13 THE REPORTER: No.  
 14 THE CHAIR: Okay. Erin, are you  
 15 finished? But you still have park stuff.  
 16 Let's go to the Field Manager's. This will be  
 17 the bulk of it.  
 18 MR. MAYS: Can we address a couple  
 19 things that are on the Field Manager's report?  
 20 THE CHAIR: Of course.  
 21 MR. MAYS: First, because we were  
 22 requested to bring somebody from Davey --  
 23 THE CHAIR: Yes.  
 24 MR. MAYS: -- for questions from the --  
 25 to address some questions from the board on

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| <p style="text-align: right;">Page 121</p> <p>1 their concerns that they wanted to address</p> <p>2 with Davey. Davey is here. Paul Kovacik.</p> <p>3 THE CHAIR: Who had -- who requested</p> <p>4 their presence? Oh, Mr. Argus.</p> <p>5 MR. ARGUS: I may have.</p> <p>6 THE CHAIR: Go ahead.</p> <p>7 MR. ARGUS: For the past several months</p> <p>8 I've been complaining about the --</p> <p>9 essentially, the broadleaf and the dollarweed.</p> <p>10 It was in several areas of Linebaugh. Driving</p> <p>11 the road yesterday and today, it's the entire</p> <p>12 length of Linebaugh now. It's getting worse.</p> <p>13 It's not getting better. I was told several</p> <p>14 months ago that once we got cooler weather</p> <p>15 that some sort of chemicals or some</p> <p>16 application would be done and that would</p> <p>17 correct the problem. It's just gotten worse.</p> <p>18 I'm at the point where I'm losing</p> <p>19 patience with you. I'm losing confidence in</p> <p>20 your ability to perform, and I'm almost ready</p> <p>21 to begin taking other actions.</p> <p>22 MR. KOVACIK: My name is Paul Kovacik.</p> <p>23 I'm the account manger for Davey. We apply</p> <p>24 Atrazine for broadleaf. This is only to be</p> <p>25 applied in the cooler months of the year. We</p>                                     | <p style="text-align: right;">Page 123</p> <p>1 Mansion to our turf. I have been and I am</p> <p>2 going to continue to get the weeds out of this</p> <p>3 turf. The weeds are bad in some areas. I can</p> <p>4 definitely agree with you, but I'm not one to</p> <p>5 make excuses. Okay? But the weeds that we</p> <p>6 can properly handle, we will.</p> <p>7 The flower beds on the ends of the</p> <p>8 bullnoses -- like the one particularly at</p> <p>9 Linebaugh where I got a resident complaint</p> <p>10 from, this flower bed gets watered twice a</p> <p>11 day, along with all of the other flower beds</p> <p>12 on the property.</p> <p>13 I was under the understanding that the</p> <p>14 front of these bullnoses used to be entirely</p> <p>15 flower beds, so that was all irrigated off of</p> <p>16 sprays heads. Now the size of the flower beds</p> <p>17 -- on the bluenoses I'm speaking of -- now the</p> <p>18 size of the flower beds is smaller.</p> <p>19 Whenever that happened, it was before</p> <p>20 me. The problem is that a spray head puts out</p> <p>21 five times the amount of water as a rotor</p> <p>22 zone. A rotor puts down -- puts out five</p> <p>23 times less as much water as a spray head. So</p> <p>24 the spray heads run for 20 minutes. The</p> <p>25 rotors run for an hour. Ideally, we would run</p> |
| <p style="text-align: right;">Page 122</p> <p>1 had an abnormally warm winter. We had</p> <p>2 abnormally more rainfall in the summer.</p> <p>3 During the winter months we can control</p> <p>4 broadleaf weeds in the turf areas.</p> <p>5 We got a resident complaint on</p> <p>6 dollarweed at the median of Countryway and</p> <p>7 Linebaugh, the west median on Linebaugh. If</p> <p>8 you go over there now, you notice that the</p> <p>9 dollarweed is yellow and dying out. If you</p> <p>10 would go there now, it is. We treated it with</p> <p>11 a different chemical called Mansion.</p> <p>12 This chemical is more aggressive. We</p> <p>13 tend to stay away from this chemical, because</p> <p>14 if it's not mixed perfectly, if the</p> <p>15 environment is not perfect, we could do</p> <p>16 serious damage to the lawn. Now that we are</p> <p>17 getting away from Atrazine, this chemical is</p> <p>18 used by every company out there, but it also</p> <p>19 --- the turf grass and the broadleaf weeds,</p> <p>20 this can develop a resistance to this</p> <p>21 chemical. As along with other chemicals that</p> <p>22 landscapers use, certain weeds or grasses can</p> <p>23 develop a resistance to the chemicals.</p> <p>24 We're moving to Mansion. I am</p> <p>25 personally as the account manager applying the</p> | <p style="text-align: right;">Page 124</p> <p>1 the spray heads three times a week for 20</p> <p>2 minutes on bushes. For flowers we run them</p> <p>3 every day, twice a day. So we're irrigating</p> <p>4 St. Augustine grass on the bullnoses much more</p> <p>5 than we should.</p> <p>6 And if you look at the University of --</p> <p>7 the University of Florida's website, it will</p> <p>8 tell you that dollarweed is prevalent in soil</p> <p>9 with too much water. Okay? So the bullnoses</p> <p>10 are our main problem, but we do have</p> <p>11 dollarweed in other areas. I'm not going to</p> <p>12 sit here and lie to you. We need to treat</p> <p>13 with a different chemical, and we have made</p> <p>14 that change.</p> <p>15 MR. CHESNEY: Yeah. Well, let's stay</p> <p>16 focused. Mr. Barrett, you have something</p> <p>17 about the bullnoses?</p> <p>18 MR. BARRETT: Yes, in general. Paul, my</p> <p>19 name is Chris Barrett. I work for the World</p> <p>20 of Westchase --</p> <p>21 MR. KOVACIK: Yes.</p> <p>22 MR. BARRETT: -- for the magazine that</p> <p>23 covers the Westchase community. I was that</p> <p>24 resident that cited that one bullnose, and I</p> <p>25 appreciate your addressing it. I'll be happy</p>  |

1 to go down and look and make sure that -- that  
 2 it's yellowed out, but -- but I'm going to  
 3 give you push-back on this, because I have not  
 4 -- and I'll say this publicly, I have not seen  
 5 the medians along Linebaugh and even portions  
 6 that are owned by the CDD running through my  
 7 community -- and I sent you an email this week  
 8 about it -- on Bridgeton Drive before you turn  
 9 into Seabridge, the CDD area that was once --  
 10 had one of the lushest St. Augustine lawns,  
 11 and only since Davey took over that thing is  
 12 now weed infested. It is completely weed  
 13 infested. It is completely weed infested;  
 14 completely covered in dollarweed. And I  
 15 understand you're --

16 MR. KOVACIK: What email are you talking  
 17 about?

18 MS. WHYTE: The email I sent you on  
 19 Friday.

20 MR. KOVACIK: Okay.

21 MR. BARRETT: But what I'm saying is:  
 22 I'm seeing that. Bob has seen it all along  
 23 Linebaugh. I had not seen -- since we had an  
 24 in-house lawn care company that was fired, I  
 25 have not seen the grass in the common areas

1 because this is an important issue for me.  
 2 It's one of the issues that's long been an  
 3 issue for the community in terms of caring for  
 4 those medians, and I'm just seeing them go to  
 5 hell. And I'm concerned we're going to get  
 6 stuck with another half-million-dollar sod  
 7 work.

8 MR. KOVACIK: All right. May I please  
 9 comment? We -- when we took over -- and I'm  
 10 addressing the actual median of Linebaugh --  
 11 we invested in Gravely mowers for this. These  
 12 mowers we thought would be efficient for this  
 13 type of grass. We have held accounts in the  
 14 Westchase community for over 10 years. This  
 15 -- I'm just going to speak about the median in  
 16 general, and then I'll go on.

17 We recently sold our brand-new mowers.  
 18 Lost about \$15,000, and we have done service  
 19 here for about 16 months now, I think. And  
 20 sold them and got Exmark mowers, which mow at  
 21 a higher level for just the median. Spent  
 22 \$30,000 this year just for new mowers for the  
 23 median, because that layer of thatch on there  
 24 forces the mowers to mow lower, which when you  
 25 cut the grass lower, brings in more weeds.

1 look this bad. And I'm not saying that  
 2 lightly. I am this close to doing an actual  
 3 story on it, because it looks so badly. For  
 4 the life of me, I can't understand why OLM is  
 5 still passing -- passing the lawn with -- in  
 6 the appearance it has.

7 And I'll just say one last thing. I  
 8 live on a conservation lot right next to the  
 9 swamp. Over time the grass has crept  
 10 down into the wet areas. All right? It --  
 11 the dollarweed, it -- it loves wet areas, but  
 12 even my lawn in this wet area in the  
 13 conservation lot -- and it gets watered a lot  
 14 -- it does not have the -- it does not have  
 15 the dollarweed issues that we're having in --  
 16 along the bullnoses, which we never had before  
 17 Davey -- Davey came on. I mean that grass  
 18 around the bullnoses, that's been there for,  
 19 what, seven years?

20 MR. ARGUS: Yeah.

21 MR. BARRETT: It's been there for a long  
 22 time, and it never had the dollarweed issues  
 23 that we're having since Davey took over.  
 24 Okay. I'm just repeating myself, but I'm  
 25 starting to get really worked up about this,

1 So we have invested and we have the new  
 2 mowers at the shop for that. A healthy lawn  
 3 is your best weed control. The mowers that we  
 4 had purchased when we took on this account we  
 5 feel were mowing the grass a little bit too  
 6 low all the way up.

7 As for some of the common areas that  
 8 have weeds, I looked at the Seabrook weeds  
 9 that I guess he complained about. Yes,  
 10 there is prevalent dollarweed there. It is  
 11 very much treatable, and it was already  
 12 treated with Mansion. You'll be able to see  
 13 the effects within the next two or three days.

14 At the same token, if the grass is bad  
 15 enough, we will replace it. We have done  
 16 several replacements since we took over this  
 17 contract. We have done several replacements.

18 And on the bullnoses, I am sure that  
 19 other companies -- because I have workers for  
 20 me. These bullnoses have been a constant  
 21 problem since the flower beds changed. I'm  
 22 sure -- because all of this is logged. I'm  
 23 sure there are plenty of paychecks written out  
 24 to sod companies for replacement of sod on  
 25 these bullnoses.

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| <p style="text-align: right;">Page 129</p> <p>1 In fact, we have replaced one bullnose<br/> 2 with sod two times in the past, I guess, 16<br/> 3 months or 17 months on our dime. We -- we are<br/> 4 here for you, and we are willing to -- to pay<br/> 5 for anything that we ruin. Any grass that is<br/> 6 mistreated that maybe we over-sprayed Roundup<br/> 7 or maybe we didn't treat properly with<br/> 8 Atrazine or Mansion, we will cover that out of<br/> 9 our pocket.</p> <p>10 I do agree that the weeds are bad, but I<br/> 11 also think that they're getting better in a<br/> 12 lot of areas than they were before. We just<br/> 13 blanketed every piece of turf grass with<br/> 14 20-0-20 plus Atrazine. We noticed that the<br/> 15 Atrazine didn't do everything we wanted it to.<br/> 16 We would rather this work the first time;<br/> 17 trust me. Because we went out and we<br/> 18 purchased Mansion, which is highly<br/> 19 concentrated and much more expensive, to do<br/> 20 this entire property, and now we're going back<br/> 21 through with Mansion.</p> <p>22 We've had -- like I said, on that<br/> 23 bullnose, which was covered in dollarweed and<br/> 24 I wasn't sure who made the complaint, but he<br/> 25 just said he did, if you go over there and</p> | <p style="text-align: right;">Page 131</p> <p>1 THE CHAIR: Right.</p> <p>2 MR. BARRETT: It was that whole<br/> 3 bullnose. I mean the whole thing was -- it<br/> 4 was just dollarweed.</p> <p>5 MR. KOVACIK: And if you choose to do<br/> 6 research, I would recommend the University of<br/> 7 Florida's horticulture site. These -- these<br/> 8 bullnoses are completely irrigated improperly,<br/> 9 and -- and I know for a fact that there's<br/> 10 always been a weed problem, because there<br/> 11 cannot be if you water it this much. We water<br/> 12 it twice a day at these flower beds and<br/> 13 they're also doing -- there's sprayers in --<br/> 14 in the middle of Linebaugh. I come to find<br/> 15 out just in the past couple of weeks, there's<br/> 16 been a lot of irrigation contractors through<br/> 17 here, and I don't want to tarnish anybody's<br/> 18 work, but there's just been a lot of patches<br/> 19 put on.</p> <p>20 And in -- in the median of Linebaugh in<br/> 21 a perfect irrigation world, we want head to<br/> 22 head coverage. We want one rotor to meet the<br/> 23 other rotor, but some of the medians are wider<br/> 24 than other medians, so there was a T put in, a<br/> 25 pipe put in and then a spray head put in in</p> |
| <p style="text-align: right;">Page 130</p> <p>1 look at it now, we can control turf grass<br/> 2 weeds, and that's a prime example of it. And<br/> 3 I would imagine by your next board meeting --<br/> 4 I have -- I have now trained two other<br/> 5 pesticide and herbicide techs that will be<br/> 6 working on your weed problem.</p> <p>7 I have subbed to another shop -- not<br/> 8 another company, but another shop -- a spray<br/> 9 tech to come here and blanket weeds. And,<br/> 10 also, our branch manager and regional manager<br/> 11 are keeping an eye on these weeds, as along<br/> 12 with myself. I will be doing all of the<br/> 13 herbicide on this property aside from the<br/> 14 other guys I trained.</p> <p>15 The Mansion will be applied by me, not<br/> 16 by one of my workers, by me. And I will<br/> 17 guarantee you by the next board meeting that<br/> 18 you see dramatic changes as you'll see at the<br/> 19 bullnose that I got a complaint on that -- and<br/> 20 that's already fixed.</p> <p>21 THE CHAIR: Chris, which bullnose?</p> <p>22 MR. BARRETT: It was if you're coming<br/> 23 eastbound on Linebaugh from Racetrack Road<br/> 24 right at the corner of Countryway and<br/> 25 Linebaugh right --- where the Publix is?</p>                     | <p style="text-align: right;">Page 132</p> <p>1 the center of the median.</p> <p>2 Now instead of having rotors pushing out<br/> 3 five gallons a minute for an hour, you have a<br/> 4 spray head putting out 20 gallons a minute for<br/> 5 an hour in the center of the boulevard. This<br/> 6 we can still control -- those weeds. It is<br/> 7 just a lot harder. And that's the honest<br/> 8 truth.</p> <p>9 THE CHAIR: Well, let me ask you this<br/> 10 then: You're obligated to maintain the<br/> 11 irrigation system. Correct?</p> <p>12 MR. KOVACIK: Yes, sir.</p> <p>13 THE CHAIR: Why haven't you switched out<br/> 14 that sprinkler head then for the correct one?</p> <p>15 MR. KOVACIK: The sprinkler head in the<br/> 16 middle of Linebaugh I just found. The<br/> 17 sprinkler heads at the bullnoses, that is a<br/> 18 huge expense, sir.</p> <p>19 MR. CHESNEY: They're required to<br/> 20 maintain it. It's our system.</p> <p>21 MR. KOVACIK: That's a huge expense.<br/> 22 Because in order to add a zone, you have to<br/> 23 put in (unintelligible). You have to sleeve<br/> 24 under the road to these bullnoses, and you're<br/> 25 talking I mean a ton of money. It is more --</p>  |

1 THE CHAIR: The irrigation is  
 2 insufficient in the bullnose?  
 3 MR. KOVACIK: Well, it's working  
 4 properly. It's working very properly, but the  
 5 problem is those flower beds got down-sized  
 6 over the years, and so we're watering the  
 7 St. Augustine on a flower program, and it's  
 8 the only way to do it, because it's -- it's a  
 9 zone. And that's only for the bullnoses.  
 10 And, guys, I'm not here to -- to --  
 11 MR. CHESNEY: Well, but maybe we can fix  
 12 it. Can we make the beds bigger, or can we --  
 13 MR. MAYS: Well, that's --  
 14 MR. CHESNEY: -- do different  
 15 irrigation? I know we made them smaller at  
 16 one time.  
 17 MR. MAYS: We made them smaller at the  
 18 recommendation of OLM, and their reasoning I  
 19 have no idea, but I know exactly what he's  
 20 talking about, but I'm guessing it's because  
 21 we had numerous areas of flower beds that were  
 22 getting ran over because they were so close to  
 23 the edge of the road and the heat, so --  
 24 THE CHAIR: Exhaust.  
 25 MR. MAYS: Exhaust. So they recommended

1 we shorten them, make them smaller, and build  
 2 the bullnoses. But as he's saying, you had  
 3 the irrigation that was doing just plants.  
 4 Now you've got it doing the sod and plants,  
 5 which is just two different animals. So  
 6 that's why a lot of problems. The bullnoses  
 7 are very difficult to keep under control  
 8 without having weeds or too much water, and  
 9 when somebody runs over it, you see all the  
 10 rutting going on and --  
 11 THE CHAIR: Well, I'm sorry. I missed  
 12 the beginning part, but what I took away from  
 13 what I did hear is that you -- you understand  
 14 the problem areas.  
 15 MR. KOVACIK: Yes, sir.  
 16 THE CHAIR: You are personally invested;  
 17 Davey is invested --  
 18 MR. KOVACIK: Yes, sir.  
 19 THE CHAIR: -- and we should expect  
 20 tremendous results in the next 30 days?  
 21 MR. KOVACIK: You should expect great  
 22 results in the next 30 days, because like I  
 23 said, we put down 20-0-20. It was effective  
 24 in some areas, but we were not thrilled with  
 25 it, and it didn't -- it wasn't effective in a

1 lot of other areas, so we chose to go spend  
 2 another \$4,500 on Mansion, and we're  
 3 blanketing the entire property again.  
 4 And this is done four to six times a  
 5 year, so at -- it's a lot of money for us, and  
 6 we're invested to do that. Nobody told us we  
 7 had to go back over it. I didn't know the  
 8 concern of you guys until I stepped foot in  
 9 here today. The only resident complaints I had  
 10 were two this month, one for the bullnose --  
 11 and this is two this month but also two in the  
 12 past three months.  
 13 So there was one for the bullnose, and  
 14 then there was one for -- I believe it's  
 15 Seabrook on the way to Baybridge Park. I've  
 16 only been here for 12 months, and I'm still  
 17 trying to get some road names down. And we've  
 18 addressed both of those.  
 19 And nobody told us we needed to reapply  
 20 herbicide. Doug has definitely voiced his  
 21 opinion that our weed control needs to be  
 22 better, and he has definitely mentioned that  
 23 to me especially over the past four weeks  
 24 here. And nobody said -- you know, Atrazine  
 25 is a slow-working chemical. Typically you

1 don't see any results for three or four weeks.  
 2 Mansion you see the results in three or four  
 3 days, so you'll see these results.  
 4 MR. CHESNEY: Yeah.  
 5 MR. BARRETT: I would just like --  
 6 THE CHAIR: Mr. Barrett and --  
 7 MR. BARRETT: -- to say one --  
 8 THE CHAIR: -- Mr. Argus.  
 9 MR. BARRETT: -- last thing. I just  
 10 want to personally get out of the business of  
 11 finding problem areas of the CDD lawn for you  
 12 to treat. All right. And I know that sounds  
 13 really rude, but I should not be -- and I  
 14 haven't had to play this role since Doug and  
 15 -- and -- since it was outsourced where I'm  
 16 actually emailing staff saying, "This area  
 17 looks horrible. Could you have -- could you  
 18 have Davey look at it? It looks horrible."  
 19 And it's the third time that I've done  
 20 it in -- in six months, and I'm not blaming  
 21 you guys. You know, I just -- but I -- I --  
 22 this is a -- this is -- just drive the  
 23 property.  
 24 THE CHAIR: Okay. Mr. Argus.  
 25 MR. ARGUS: Two things. It's not just

1 the medians. Heading east on Linebaugh this  
 2 morning from West Park Village on Montague all  
 3 the way to Linebaugh it's -- all I could see  
 4 in the -- on the side of the road -- not the  
 5 median, the other side -- was dollarweed.  
 6 MS. WHYTE: That's not our property.  
 7 MR. ARGUS: Number two --  
 8 MR. KOVACIK: From where, sir? I'm  
 9 sorry.  
 10 MR. ARGUS: From Montague all the way  
 11 to Sheldon. I'm sorry.  
 12 THE CHAIR: Bob, that's not our  
 13 property.  
 14 MS. WHYTE: Not all of it is ours.  
 15 MR. ARGUS: No, but what is --  
 16 particularly down -- some of it is.  
 17 THE CHAIR: Some of it is but not much.  
 18 MR. ARGUS: Okay. The --  
 19 MR. CHESNEY: Hold on. Are you -- are  
 20 you saying Montague to Sheldon?  
 21 MR. ARGUS: Right.  
 22 MS. WHYTE: On the right-hand side where  
 23 the commercial properties are?  
 24 MR. ARGUS: Yeah, on the commercial  
 25 property down by --

1 MR. MAYS: The bank.  
 2 MS. WHYTE: The bank is awful, but  
 3 that's not our property.  
 4 MR. ARGUS: Yeah, the bank I'm not -- it  
 5 was after the pond by the bank down towards  
 6 Sheldon by -- through the West Park Village  
 7 area.  
 8 The second thing: You mentioned that  
 9 you haven't heard much feedback that we've had  
 10 weed problems. Do you not get the OLM report  
 11 that comes out on a monthly basis?  
 12 MR. KOVACIK: I definitely do get the OLM  
 13 report.  
 14 MR. ARGUS: Do you read it?  
 15 MR. KOVACIK: Yes, sir, I read it.  
 16 MR. ARGUS: And there's no mention of  
 17 weed problems in there?  
 18 MR. KOVACIK: Of course there is. There  
 19 was a category one this month. I have not had  
 20 a category one in any month since I took over  
 21 this property. I have not had a category one  
 22 on any of my OLM reports until this month, and  
 23 I had five and -- and we will address these  
 24 problems.  
 25 I understand category one is a

1 preexisting -- a preexisting problem that was  
 2 not treated properly. And like I said, since  
 3 I took over this contract, I have not seen one  
 4 category one until this month. And -- and now  
 5 I had five of them, and we will address these  
 6 problems promptly. You're not the only one  
 7 who -- who really cares about this. I care  
 8 and my regional very much so cares about this.  
 9 But I have not had a category one at  
 10 all, and I understand that -- that you guys  
 11 are very concerned about the weeds in the  
 12 turf, but we've held a lot of contracts in the  
 13 Westchase community because of our ability to  
 14 get the weeds out of the turf, and I believe  
 15 we can wholeheartedly do the same thing for  
 16 you.  
 17 THE CHAIR: Sonny, you had a question?  
 18 Or was it Doug?  
 19 MR. MAYS: It was me. It was basically  
 20 just a comment, because I'm not in -- I don't  
 21 -- I don't normally disagree with, you know,  
 22 Chris Barrett or Mr. Argus on things, but in  
 23 this case here, if you guys would remember  
 24 correctly, we had to throw part of TruGreen  
 25 off the property with -- TruGreen Chemlawn

1 when they were here doing the job, because  
 2 they had excessive amounts of weeds, too. So  
 3 it's not just Davey. I want to say that it's  
 4 -- we've had the issues where we've gotten  
 5 into disagreements with even Mainscape when  
 6 they were here, too, so -- I know you're  
 7 probably noticing it more now; we've been  
 8 doing it a lot longer.  
 9 I'm not -- not sure what the case is,  
 10 but I know we've always had certain weed  
 11 issues that are uncontrollable with things  
 12 like too much water because of these bullnoses  
 13 and stuff, and I do know that this information  
 14 just didn't come to him. I have been  
 15 reporting it, because you guys have been  
 16 reporting it to me. So I have said it to them  
 17 for months, too. So this is something -- and  
 18 I watch them apply the chemicals, but I also  
 19 watch the weather, too. I also watch the  
 20 enormous amounts of rain we've had this year.  
 21 So if they say they can get it out with  
 22 the chemical -- trying a different type of  
 23 chemical, you know, I'm -- I'm behind them. I  
 24 support them. And I think that the board will  
 25 see some results, because Paul has done a heck

1 of a job of changing this property around  
 2 since Davey came in with some knucklehead that  
 3 was just an idiot on this property. So since  
 4 he has been here, he has done a lot better.  
 5 So I -- I -- you know, I'm just going to tell  
 6 you that I support him right now.  
 7 THE CHAIR: All right. Mr. Mills.  
 8 MR. MILLS: So I have a question. I  
 9 appreciate your comments about the turf. I'll  
 10 shift gears for you.  
 11 MR. KOVACIK: Yes, sir.  
 12 MR. MILLS: Are they edging the median  
 13 on Linebaugh with line edgers?  
 14 MR. KOVACIK: Absolutely not, sir.  
 15 MR. MILLS: Because it sure looks like  
 16 it. You know, a blade makes a nice clean cut.  
 17 MR. KOVACIK: Yes, we're using blades.  
 18 MR. MILLS: And it doesn't -- there are  
 19 parts of it where it doesn't look like it. So  
 20 I would just ask you to take a look at that.  
 21 MR. KOVACIK: Okay.  
 22 MR. MILLS: I mean there's parts where  
 23 it's -- even with the -- and the line isn't  
 24 straight. Like the grass is on the top of the  
 25 curb.

1 MR. KOVACIK: Okay.  
 2 MR. MILLS: And as I drove down and  
 3 looked at it, it just looked to me like they  
 4 were using fishing line edger instead of a  
 5 blade edger that cuts in --  
 6 MR. KOVACIK: No, they're definitely  
 7 using a blade.  
 8 MR. MILLS: -- because it's a much  
 9 different look. So take a look at that if you  
 10 don't mind.  
 11 MR. KOVACIK: Yes, sir.  
 12 THE CHAIR: The last one, Mr. Argus.  
 13 MR. ARGUS: Thank you for being here and  
 14 answering our questions today. I greatly  
 15 appreciate that. One of the things you did  
 16 reference was the high -- the thatch. I don't  
 17 -- do you know what I'm talking about?  
 18 MR. KOVACIK: Yes, sir.  
 19 MR. ARGUS: Is there something we should  
 20 be doing to minimize --  
 21 MR. KOVACIK: You can de-thatch. I  
 22 wouldn't recommend it. It's very expensive,  
 23 and it's -- it really doesn't do too much.  
 24 What we did -- we bought new lawn mowers that  
 25 have raised decks and they're 500 pounds

1 lighter. So that if you're riding a mower and  
 2 you're concerned about thatch, you put a  
 3 machine that's 500 pounds heavier on it,  
 4 you're going to sink in quite a bit more. You  
 5 know, so you're going to be cutting a little  
 6 bit lower. So we bought lighter mowers that  
 7 cut higher, and this will -- this will be a  
 8 drastic improvement. I would not try and pay  
 9 for a de-thatching or anything like that.  
 10 MR. ARGUS: All right. Thank you.  
 11 THE CHAIR: Doug, I know you don't --  
 12 I know you don't have much on your plate right  
 13 now.  
 14 MR. CHESNEY: Yeah, I know.  
 15 THE CHAIR: If we have areas that  
 16 irrigation is causing problems, it's probably  
 17 cost effective to take a look at what it would  
 18 cost to remedy that even if we're incurring  
 19 that cost.  
 20 MR. MAYS: Okay.  
 21 THE CHAIR: So get with whoever you need  
 22 to get with on the irrigation side. Figure  
 23 out -- and work with Davey. If there's a  
 24 solution, even if it's jack and boring  
 25 underneath the roadway, let's figure it out.

1 Try to get a recommendation on what we should  
 2 change, what we're changing to and what the  
 3 cost would be. Because we're coming up into a  
 4 budget season.  
 5 MR. MAYS: Right.  
 6 THE CHAIR: If we can improve the  
 7 irrigation system to avoid the constant  
 8 application of chemicals, that makes sense.  
 9 MR. MAYS: Okay.  
 10 THE CHAIR: Do you, gentlemen, agree?  
 11 MR. ARGUS: Yes.  
 12 MR. ROSS: Uh-huh.  
 13 MR. MILLS: Yes.  
 14 THE CHAIR: I'm not committing us to  
 15 move forward. I think it's -- we need to know  
 16 what's the economic cost to have it fixed.  
 17 MR. MAYS: Even if there is a solution  
 18 for those bullnoses and getting the water  
 19 properly -- okay. I got you.  
 20 MR. KOVACIK: I think -- excuse me. I  
 21 think short term -- and really if -- if I were  
 22 you and I was holding the wallet, per se, it  
 23 may be more cost effective to replace the sod  
 24 every few years at these bullnoses. It's not  
 25 that much square footage. It is your -- your



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|--|--|
| <p style="text-align: right;">Page 145</p> <p>1 biggest problem area, but it is going to be<br/> 2 very expensive and probably in the hundreds of<br/> 3 thousands of dollars to irrigate those<br/> 4 bullnoses.<br/> 5 THE CHAIR: I'm not suggesting every one<br/> 6 of them. I'm focused on the -- and you're<br/> 7 right. Someone may come to us and say, "Your<br/> 8 solution is to spend \$20,000 on irrigation.<br/> 9 Tear out all of this sod, replace it and start<br/> 10 anew." And that's something we need to<br/> 11 consider.<br/> 12 MR. MAYS: Right.<br/> 13 THE CHAIR: And I fully anticipate a<br/> 14 complete tear-out and replacement. That's<br/> 15 possible. Because that way we start at a<br/> 16 control point. You start at a control point<br/> 17 with better irrigation and brand-new sod, so<br/> 18 there's no confusion. You didn't inherit a<br/> 19 problem.<br/> 20 MR. KOVACIK: Yes, sir.<br/> 21 THE CHAIR: All right. And you live<br/> 22 with what you've got there.<br/> 23 MR. KOVACIK: Yes, sir.<br/> 24 THE CHAIR: But we can't do that until<br/> 25 we know what that's going to cost.</p>  | <p style="text-align: right;">Page 147</p> <p>1 is we have the men's league, I believe, from<br/> 2 the soccer field.<br/> 3 THE CHAIR: Sure.<br/> 4 MR. MAYS: I think we should address<br/> 5 that first before we get into --<br/> 6 THE CHAIR: Absolutely. Who is here to<br/> 7 speak for them?<br/> 8 MR. CORDERO: Joe Cordero from<br/> 9 Glenfield. I just came to see if we can renew<br/> 10 our agreement or contract, whatever you guys<br/> 11 call it.<br/> 12 THE CHAIR: What is your anticipated<br/> 13 period of use?<br/> 14 MR. CORDERO: It's up to you guys.<br/> 15 I mean we want to do it for the year,<br/> 16 obviously, but whatever your schedule is for<br/> 17 us to -- we know you are guys are remodeling<br/> 18 the park and doing whatever, so we have to --<br/> 19 THE CHAIR: Because here's the problem.<br/> 20 We are going to take that -- well, the WSA has<br/> 21 until May 21st. We are going to take that<br/> 22 field out in its entirety shortly thereafter,<br/> 23 and we're not going to allow anybody on that<br/> 24 field for, what, four weeks?<br/> 25 MR. MAYS: Probably about six to eight</p>                                      |
| <p style="text-align: right;">Page 146</p> <p>1 MR. MAYS: Okay.<br/> 2 THE CHAIR: But if you'll work with<br/> 3 Davey and anybody -- any irrigation folks that<br/> 4 you want -- I'm sorry. Mr. Chesney.<br/> 5 MR. CHESNEY: Well, and also I mean<br/> 6 would -- would -- could Doug not look at<br/> 7 redesigning the bullnoses, I mean, back to kind<br/> 8 of what it was?<br/> 9 MR. MAYS: We can look into that, too.<br/> 10 Yeah, that's one of the other options. I mean<br/> 11 as we're talking about it, I think there's<br/> 12 different options that we need to look at.<br/> 13 One of them is re-sodding, one of them is<br/> 14 changing irrigation and the other one is<br/> 15 possibly putting it back.<br/> 16 I mean, we have a different inspector on<br/> 17 the property now. Maybe his opinion on how<br/> 18 these bullnoses should be and how these<br/> 19 flowers should be should be changed back. So<br/> 20 we'll see what they say, too.<br/> 21 THE CHAIR: Anything else on this issue?<br/> 22 Well, thank you. We do appreciate it.<br/> 23 MR. KOVACIK: Thank you, guys.<br/> 24 MR. MAYS: The other thing that we<br/> 25 wanted to address before we get onto the parks</p> | <p style="text-align: right;">Page 148</p> <p>1 weeks.<br/> 2 THE CHAIR: Six to eight weeks. I was<br/> 3 being optimistic.<br/> 4 MR. CORDERO: And that's -- that's fine.<br/> 5 Just as long as we get through your thing, and<br/> 6 then, you know, you just -- Doug is always in<br/> 7 contact with me saying, "Hey, you can't do<br/> 8 this or that," you know, and we just go along<br/> 9 with that.<br/> 10 THE CHAIR: Because I actually wanted to<br/> 11 talk about how we trespass people that are<br/> 12 using the park when it's being -- after it's<br/> 13 been re-sodded. I know that's a little<br/> 14 drastic, but we can't -- that's the absolute<br/> 15 worst time to have people on the field,<br/> 16 especially if we get a lot of rain.<br/> 17 Well, what's the Board inclined to do?<br/> 18 I suspect one of these board members is going<br/> 19 to say, "Are you prepared to pay for the<br/> 20 damage you caused to the field?" Because half<br/> 21 of you sat through the WSA.<br/> 22 MR. CHESNEY: They don't have a bank<br/> 23 account though. Well, I guess, you do now,<br/> 24 right, because you have to pay the insurance<br/> 25 policy?</p> |

1 MR. CORDERO: The only thing I can say  
2 is that ever since we came together -- you  
3 know, come to do this, we're a lot more picky  
4 when it rains in terms of -- they get mad at  
5 me, because I'm like, "Look, we had a big  
6 downpour. We're not going to play. I'm  
7 sorry. You know, if you guys want to go play,  
8 we'll go play somewhere else. It's not going  
9 to be here."

10 And they get mad at me and they're like,  
11 "Oh, well, you know we pay for the insurance  
12 now."

13 And I'm like, "Yeah, that's great." I  
14 was like, "But that's the field though," and I  
15 was like, "And we're not going to mess it up  
16 for -- you know, for one day for the rest of  
17 the year. It's not -- it's not worth it for  
18 us." And they can complain and get all mad at  
19 me. Not everyone is going to agree, like you  
20 guys know.

21 THE CHAIR: All right.

22 MR. BARRETT: What's the name of the  
23 group?

24 MR. YEPES: This is Juan Yepes. It's  
25 called Westchase Glenclyff --

1 MR. BARRETT: Who was opposed?

2 THE CHAIR: Mr. --

3 MR. CHESNEY: Me.

4 THE CHAIR: -- Chesney.

5 MR. BARRETT: Thank you.

6 THE CHAIR: My suggestion is get with  
7 Erin on a contract, and we'll figure out --  
8 with a tabling I can't really have a  
9 discussion on the subject matter. What I  
10 would expect to see when you come back is a  
11 definitive time -- term that you want it.

12 And the other thing I think -- I'll be  
13 honest with you. I'm going to be looking on  
14 Sunday mornings to see if you guys are using  
15 the field, because as an organization you  
16 don't have a contract to use that field.

17 MR. CORDERO: I think -- I think the  
18 biggest part was -- for -- we want to use the  
19 goals. Right? Because I mean people go there  
20 and use it after we go there, football teams  
21 and all sorts of stuff. There's various  
22 people using it on --

23 THE CHAIR: I thought you --

24 JOE: -- on Saturday night.

25 THE CHAIR: -- had your own goals?

1 MS. MCCORMICK: Sunday Soccer.

2 MR. YEPES: -- Sunday Soccer Club.

3 MS. MCCORMICK: Yes.

4 THE CHAIR: All right. What says the  
5 Board?

6 MR. MILLS: What is the request? I'm  
7 not clear on the -- is there a time period  
8 like there is with the WSA, or is it just a  
9 renewal of an existing --

10 THE CHAIR: The existing contract is  
11 long expired.

12 MR. MILLS: Okay.

13 THE CHAIR: So it will be a new contract  
14 for some certain -- some period of time.  
15 Mr. Ross.

16 MR. ROSS: I move we table the issue  
17 until the park renovation is completed.

18 THE CHAIR: Okay. Do we have a second?

19 MR. MILLS: I second that.

20 THE CHAIR: All in favor of the motion  
21 raise your hand.

22 (Mr. Chesney did not raise his hand.)

23 THE CHAIR: I guess I'm going to vote  
24 the majority. Okay. That motion passes four  
25 to one.

1 MR. CORDERO: What's that?

2 THE CHAIR: I thought you had your own  
3 goals.

4 MR. CORDERO: No. It was -- it was the  
5 goals from you guys repairing --

6 MR. CHESNEY: (Unintelligible) soccer  
7 and WSA goals.

8 THE CHAIR: Wow, I thought you had your  
9 own goals.

10 MR. CHESNEY: I mean --

11 THE CHAIR: Well --

12 MR. CHESNEY: I would like to give my  
13 opinion. I mean, we made these guys buy  
14 insurance. We have an agreement. We're  
15 letting WSA use it. It seems like we would  
16 let them use it until we at least kick WSA  
17 off.

18 MR. CORDERO: We do have our insurance  
19 renewal and everything already paid for.

20 THE CHAIR: I mean we have -- we have --  
21 the original issue is tabled. I guess  
22 technically if someone who voted for the  
23 tabling wants to move to reconsider, we can.

24 MR. CHESNEY: I mean I'll make -- I mean  
25 are -- I'll make a motion that we sign a

1 temporary -- we remove the -- we extend the  
 2 current agreement to May 25th.  
 3 MS. WHYTE: May 21st.  
 4 MR. CHESNEY: May 21st.  
 5 THE CHAIR: Procedurally we're off, but  
 6 I'll second it for discussion purposes unless  
 7 she tells me we can't entertain the motion.  
 8 MS. MCCORMICK: That's fine. I mean, I  
 9 have the agreement, so we can just put in the  
 10 new dates.  
 11 THE CHAIR: Does the seven weeks really  
 12 help you?  
 13 MR. CORDERO: Of course. We will just  
 14 play there, and then whenever you just say we  
 15 can't, we'll just have to stop and suffer  
 16 awhile and take a break.  
 17 THE COURT: Okay. We have a motion  
 18 that's been seconded to renew and/or extend  
 19 the preexisting contract we had with the  
 20 organization from today through May 20th -- or  
 21 21st when the fields are being taken out.  
 22 MR. MAYES: The 22nd would be that  
 23 Sunday.  
 24 THE CHAIR: May 22nd. It would be  
 25 through May 22nd. Any discussion on that

1 motion?  
 2 Okay. All in favor of the motion, raise  
 3 your hand. Okay. That motion passes five to  
 4 nothing.  
 5 So get with -- if you would, get with  
 6 Erin. We'll change the terms of that  
 7 agreement, and then I would suspect at some  
 8 time -- I would come back to us in June.  
 9 MR. CORDERO: Right.  
 10 THE CHAIR: We won't be able to put you  
 11 on the fields, because we'll have that grow-in  
 12 period, but at least we can figure out what  
 13 that date is and possibly consider a contract  
 14 from that point going forward.  
 15 MR. CORDERO: Okay.  
 16 THE CHAIR: And I can't speak to the  
 17 rest of the commission -- or commission -- the  
 18 supervisors, but I'm just kind of trying to  
 19 procedurally put this in the right timing --  
 20 MR. CORDERO: Yeah.  
 21 THE CHAIR: -- so the issue can be  
 22 raised again. Doug.  
 23 MR. MAYES: I think we need a new updated  
 24 list of all your members, too.  
 25 MR. CORDERO: Okay.

1 MR. MAYES: So we can make sure all the  
 2 members are registered members.  
 3 MR. CORDERO: Yep.  
 4 MS. WHYTE: And reside in the community.  
 5 THE CHAIR: And the other thing -- and  
 6 this is not an issue that I recall ever being  
 7 raised, but I want to make sure that our two  
 8 soccer organizations are talking to each  
 9 other. Do you know Greg sitting right behind  
 10 you?  
 11 MR. CORDERO: Yeah. And we have not,  
 12 but I just got his number today, so --  
 13 THE CHAIR: Okay.  
 14 MR. CORDERO: -- I will make sure that  
 15 we start communicating. If he has any issue  
 16 with us that we need to --  
 17 THE CHAIR: Yeah. I would welcome that  
 18 -- that interaction between the two  
 19 organizations. Because, me, I don't want to  
 20 -- I don't want to be the arbitrator or the  
 21 judge on a dispute between the organizations.  
 22 I'll make very fast decisions, and then I'll  
 23 come back to the Board and get approval for  
 24 what I did. But I think you guys -- and I'm  
 25 not suggesting that you guys have problems. I

1 don't know that you are.  
 2 MR. CORDERO: I would think the only  
 3 issues that we probably have is that -- I  
 4 think the same issues that he has and I have  
 5 is we want to make sure that the field is in  
 6 good condition, because people can mess it up.  
 7 THE CHAIR: Sure.  
 8 MR. CORDERO: I think that's about --  
 9 what his concern and what my concern would be.  
 10 THE CHAIR: So I think you guys would  
 11 both be well served communicating with each  
 12 other. If there's issues, if you have common  
 13 needs, get together, and it couldn't hurt you  
 14 guys to approach us jointly.  
 15 MR. CORDERO: Okay.  
 16 THE CHAIR: And if there are disputes,  
 17 you know, try to work them out.  
 18 MR. CORDERO: Right.  
 19 MR. MAYES: Put somebody in charge of  
 20 paying attention to when that date expires,  
 21 too.  
 22 MR. CORDERO: I agree.  
 23 MR. MAYES: It's not up to us to come  
 24 look for you.  
 25 MS. MCCORMICK: So can I get the

1 agreement to you, Sonny, and you'll --  
 2 MS. WHYTE: Yes. I will execute it  
 3 between Mark and -- and their --  
 4 THE CHAIR: Yes, sir.  
 5 MR. PRICE: Can I make a comment  
 6 regarding Glenduff Park, as well?  
 7 THE CHAIR: Absolutely.  
 8 MR. PRICE: Okay. Cool. So --  
 9 THE CHAIR: Your name.  
 10 MR. PRICE: My name is Dan Price. I'm a  
 11 resident in Keswick Forest. I'm here not so  
 12 much as a soccer player as an organization but  
 13 to talk about the general use of Glenduff  
 14 Park.  
 15 We were there last week or so, and there  
 16 was soccer practice going on, and we were  
 17 asked to leave, which wasn't a problem at all.  
 18 You know, I think Westchase Soccer Association  
 19 is a great organization. It provides value to  
 20 a lot of people. Walked into the area where  
 21 they told me there was a placard posted, and  
 22 it said that they had exclusive rights to use  
 23 all of the grassy fields for this very, you  
 24 know, pretty significant duration; several  
 25 months. No specific time periods noted.

1 "Time period," I mean the time of day.  
 2 It said the pavilion will be occupied  
 3 from 9:00 to 4:00 on a specific day, but in  
 4 terms of during the soccer season, they've got  
 5 exclusive use of all grassy areas located  
 6 within Glenduff Park, including the baseball  
 7 fields, on February 13th and 14th and for  
 8 soccer games from March 5th through May 21st,  
 9 2015.  
 10 So, you know, I don't have a problem  
 11 with that, but I do, you know, think there  
 12 should be some time for folks to just take  
 13 their kids out to the field and play and to  
 14 understand that there are going to be times  
 15 when they can't get removed from that field.  
 16 I also think that if we're going to  
 17 grant exclusive access to our parks, which are  
 18 maintained by the CDD, that we need to have  
 19 contracts that the fees -- the usage fees are  
 20 commensurate with those times. You know,  
 21 we've got 600 people in the Westchase Soccer  
 22 Association. Like I said, it looks like a  
 23 really fun organization. Assuming that all of  
 24 those children are homeowners in Westchase,  
 25 that only makes up a very small portion of the

1 parcels.  
 2 I know per their frequently asked  
 3 questions, you don't have to be a member of  
 4 Westchase to participate, which isn't a  
 5 problem. Again, you know, I'm wanting that  
 6 program to thrive and enjoy themselves. I  
 7 just want to make sure that whatever we use  
 8 these parks for, the time frames we grant  
 9 really need to be what's in the best interest  
 10 of our members -- of our residents of  
 11 Westchase.  
 12 You know, you mentioned re-sodding --  
 13 the 20,000 in re-sodding, and that we agreed  
 14 in the contract that these fees or these  
 15 damages would be paid. I certainly agree that  
 16 the field is going to be damaged by other  
 17 parties as opposed to just the Sunday Soccer  
 18 Club, Westchase Soccer Association. You know,  
 19 I go out there and run around and throw the  
 20 football and do my share, as well. Well, that  
 21 balance is certainly greater than zero if  
 22 we're not assessing them for any portion of  
 23 that maintenance.  
 24 And I just think the next -- you know,  
 25 obviously this contract through May 21st -- I

1 have no interest in talking about interrupting  
 2 anyone's season, but, you know, next time  
 3 around when we consider these contracts,  
 4 definitely think about not only the soccer  
 5 players or the organizations, but also folks  
 6 who just want to go out there and throw the  
 7 football and hang out. Hope they can --  
 8 THE CHAIR: Can I just ask: Someone  
 9 actually asked you to leave?  
 10 MR. PRICE: Yes. Not the park in its  
 11 entirety, just so that they could use the  
 12 field for practice, which wasn't a problem,  
 13 you know, for that specific practice time. It  
 14 was the exclusive use of all --  
 15 MR. CHESNEY: (Unintelligible.)  
 16 MR. PRICE: -- grassy areas.  
 17 MR. CHESNEY: -- you came here.  
 18 MR. PRICE: No. It was the exclusive  
 19 use of all grassy areas that's the problem,  
 20 not the "Hey, let's practice for, you know, an  
 21 hour or two hours."  
 22 THE CHAIR: And what day and time was  
 23 that?  
 24 MR. PRICE: That was Thursday during --  
 25 around 5:30 or 6:00.

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1 THE CHAIR: Greg, that's an issue we're  
 2 going to have to address with the new layout  
 3 of the field -- of the park.  
 4 MR. PINHEIRO: What issue exactly are  
 5 you referring to?  
 6 THE CHAIR: This isn't actually the  
 7 first time I've heard a complaint about -- and  
 8 I'm not a fan of exclusive uses. I fought  
 9 with Ed Radice field forever. The -- what I'm  
 10 going to want to know from you is on the  
 11 weeknights are you really using all of the  
 12 fields? Do you really need all of the fields  
 13 for practices on the weeknights?  
 14 Saturday I understand you're going to  
 15 have X number of games going on for the  
 16 duration of the day, but on weekdays and the  
 17 evening, we need to examine that with the new  
 18 layout.  
 19 MR. PINHEIRO: Yeah. What -- what we've  
 20 done as well to minimize the use of the  
 21 fields, especially with regards to the parking  
 22 issue that the residents had brought up  
 23 previously, is to limit how often our teams  
 24 can practice. So we have our teams practicing  
 25 in different locations, as well. Each night

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1 we don't have like full use of the fields.  
 2 What night were you guys there, sir?  
 3 Thursday probably?  
 4 MR. PRICE: Thursday.  
 5 MR. PINHEIRO: Yes. Thursday we have  
 6 like the three teams practicing there. Other  
 7 nights it's available. If we have room, we  
 8 never ask anyone to move. If we have teams  
 9 scheduled to practice, then, of course, we  
 10 ask, you know, other parties if they're on the  
 11 field that we'd like them to move over to  
 12 another area.  
 13 THE CHAIR: The three teams you have  
 14 practicing, are they all on the main field?  
 15 MR. PINHEIRO: No, I meant on the main  
 16 field. The other field had two teams, as  
 17 well.  
 18 THE CHAIR: Oh.  
 19 MR. PINHEIRO: What we've done, as well,  
 20 because of possible parking issues, we've  
 21 limited how many teams can practice on that --  
 22 on the field -- the main field at one time.  
 23 All right? So with the three teams, that's  
 24 the maximum you can ever have there.  
 25 Our concern, as well, we -- we could

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1 move and provide room for others who are  
 2 practicing or want to use the field, is that  
 3 now we have a parking issue. It's not just  
 4 only field space.  
 5 Now, was this like that flag football  
 6 team?  
 7 MR. PRICE: We were out there playing  
 8 football, yes.  
 9 MR. PINHEIRO: It wasn't a flag football  
 10 team?  
 11 MR. PRICE: Not a team, no.  
 12 MR. PINHEIRO: It's not a team? You  
 13 guys are not from the flag football team?  
 14 MR. PRICE: We play flag football, but  
 15 this was not a team practice. It wasn't a  
 16 sanctioned event. We were asked to leave.  
 17 The perspective that I'm thinking about  
 18 generally is: If we're going to play -- if I  
 19 want to plan to bring my kid there, know when  
 20 I can go. Not necessarily --  
 21 MR. PINHEIRO: Okay.  
 22 MR. PRICE: -- any specific situation,  
 23 but there being set times where we know that  
 24 we can have general use of the field.  
 25 THE CHAIR: Well, there's been --

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1 there's been male flag football out there on a  
 2 couple of occasions. And I've actually got  
 3 complaints about that. It looks awfully  
 4 organized to me.  
 5 MR. PINHEIRO: This was organized.  
 6 I mean --  
 7 THE CHAIR: It was.  
 8 MR. PINHEIRO: -- they were there on  
 9 Saturday, as well. We didn't ask them on  
 10 Saturday, because we only had the two teams,  
 11 because games are going on. So Saturday we  
 12 had them play a good distance behind the goal,  
 13 so no one is at risk, and on the -- the other  
 14 side on the baseball outfield.  
 15 And once we finished, of course, at  
 16 3:00, then it's the baseball outfield, and  
 17 they moved over there, and they were playing.  
 18 MR. PRICE: Yeah. Well, this was a  
 19 different situation. This is -- this was --  
 20 it was eight kids.  
 21 MR. PINHEIRO: There wasn't eight kids.  
 22 MR. PRICE: There were kids there that  
 23 play football on a team together, and there  
 24 were also kids there that don't play football  
 25 on a team. So I mean it wasn't --

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| <p style="text-align: right;">Page 165</p> <p>1 THE CHAIR: Is this part of the NFL flag<br/>2 football group?<br/>3 MR. PRICE: The group -- most of the<br/>4 kids were from Flag for Kids. But, again,<br/>5 they don't sanction any practices.<br/>6 THE CHAIR: Correct.<br/>7 MR. PRICE: Yeah.<br/>8 MR. PINHEIRO: So let me get this<br/>9 straight. It's a sanctioned group, but not<br/>10 being sanctioned, so you show up there as<br/>11 unsanctioned. Is that it?<br/>12 MR. PRICE: It's just a group of kids.<br/>13 Each parent was there.<br/>14 THE CHAIR: I want to hear --<br/>15 MR. PIVNICHNY: My name is Tim<br/>16 Pivnichny. I'm in Baybridge. To put a lot of<br/>17 this in historical perspective, with Baybridge<br/>18 Park being closed, I don't get over to<br/>19 Glenclyff often. And we had our children and<br/>20 our friends together. We went over there. I<br/>21 had no -- I hadn't caught up to the fact that<br/>22 we -- about the agreement with Westchase<br/>23 Soccer Association.<br/>24 So long story short, we were there<br/>25 Thursday evening -- Dan and I -- with our</p>  | <p style="text-align: right;">Page 167</p> <p>1 MR. PIVNICHNY: Yeah, this is -- I made<br/>2 several copies for everybody. This was the<br/>3 document. So what struck -- you know, what<br/>4 seemed odd to me is that -- I have no problems<br/>5 with the soccer association, which is the<br/>6 field. My follow-up question was, "Okay.<br/>7 Where could we go?"<br/>8 And what I'm -- I guess what I'm trying<br/>9 to get to the root of that is: Is the<br/>10 contract -- have we as an association given<br/>11 them exclusive rights to use this that we<br/>12 can't on a Saturday go throw a Frisbee with<br/>13 our children at the parks?<br/>14 And I think what's accelerating this<br/>15 issue is with Baybridge Park being closed, we<br/>16 don't have anywhere to go, and moving forward<br/>17 with these parks rebuild, to follow up with<br/>18 the other resident is we're not anti-Westchase<br/>19 Soccer Association. We're just saying that<br/>20 there are other community members that just<br/>21 might want to throw a Frisbee with their<br/>22 grandkid or play around. And what it seems<br/>23 like to me is I can't go anywhere and find out<br/>24 from the CDD when or -- when am I welcome to<br/>25 come to Glenclyff Park and throw around a ball</p> |
| <p style="text-align: right;">Page 166</p> <p>1 kids. We honestly -- you know, we're getting<br/>2 into a gray area of if it's organized or if<br/>3 it's not. I think, you know, we would handle<br/>4 that separately, but what I want to bring to<br/>5 the board or talk about is that the soccer<br/>6 association came for their practices. I was<br/>7 met by a female who worked there who said,<br/>8 "Oh, I'm sorry. You know, we have use of<br/>9 these fields right now."<br/>10 I said, "I apologize. I don't want to<br/>11 get in your way. Is there an area where we<br/>12 could go out of your way?"<br/>13 And the answer was, "No. We have<br/>14 exclusive rights of all grassy areas, and it's<br/>15 posted in the -- under -- at the park." I<br/>16 have a copy of the letter that's posted that<br/>17 she referenced me to that -- that spelled out<br/>18 that they had exclusive use of the fields all<br/>19 the way through May 21st, 2015 with the WSA,<br/>20 the Hillsborough County government and this<br/>21 big law firm that, I guess, sanctioned it or<br/>22 I'm -- I'm not sure where they come into play<br/>23 with it. But the point is this is the<br/>24 document --<br/>25 THE CHAIR: Do you have a copy of that?</p> | <p style="text-align: right;">Page 168</p> <p>1 with my son.<br/>2 According to this document that we were<br/>3 told to look at, I'm not welcome. That -- the<br/>4 WSA has exclusive rights to all grassy areas.<br/>5 THE CHAIR: Yeah. You raise a good<br/>6 concern, and I think -- there's nothing we're<br/>7 going to be able to do right now. I think<br/>8 this is certainly an issue that we need to --<br/>9 to look at going forward with the next round<br/>10 of contracts.<br/>11 MR. PIVNICHNY: Sure.<br/>12 THE CHAIR: And, Greg, I don't like this<br/>13 letter at all. It's a lawyer who purports to<br/>14 be representing and --<br/>15 MR. PINHEIRO: No, no, no.<br/>16 THE CHAIR: -- talking about -- the<br/>17 "Westchase authorizes us" and it's also got a<br/>18 Hillsborough County tag on it, which kind of<br/>19 suggests that it's -- this letter has been<br/>20 issued by Hillsborough County.<br/>21 MR. PINHEIRO: That -- that law firm is<br/>22 -- that's just the sponsor that --<br/>23 THE CHAIR: No, I don't like the fact<br/>24 that this letter is out there in -- on our<br/>25 field.</p>   |

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| <p style="text-align: right;">Page 169</p> <p>1 MR. PINHEIRO: We were told -- I can't<br/>2 remember exactly --<br/>3 THE CHAIR: I understand you need to<br/>4 have a mechanism in place to make sure that<br/>5 you have the use of the fields as you're<br/>6 entitled, but I don't like this letter. I<br/>7 don't.<br/>8 MR. PINHEIRO: Whatever needs to be<br/>9 done, let us know, and we'll --<br/>10 THE CHAIR: I would like Erin to take a<br/>11 look at it. The -- it's real simple. It<br/>12 would -- it would bother me, and it kind of<br/>13 purports that this law firm is speaking on<br/>14 behalf of the CDD, which it certainly is not.<br/>15 It also looks like it's -- it's an<br/>16 official Hillsborough County letter, which we<br/>17 know it's not. I would encourage you as we've<br/>18 asked you to work with the adult soccer to<br/>19 make accommodations for people who need to use<br/>20 the field. And I know you do. I know --<br/>21 MR. PINHEIRO: No, we did. They went<br/>22 off to the side of the basketball court.<br/>23 That's what they were using there.<br/>24 THE CHAIR: What I don't want --<br/>25 MR. PINHEIRO: We didn't tell them to</p>   | <p style="text-align: right;">Page 171</p> <p>1 football teams, or we'll have to address that<br/>2 appropriately. But you raise really good<br/>3 concerns, and I think with the new layout of<br/>4 the park, the way we're going to see it, we<br/>5 may have to carve out some areas for resident<br/>6 use during the soccer season. And I think we<br/>7 have a better opportunity to do that. And,<br/>8 again, I've spoken way too much.<br/>9 Anybody else want to add to that?<br/>10 Mr. Ross.<br/>11 MR. ROSS: Just two things. The letter<br/>12 is outrageous. The letter is just outrageous.<br/>13 It -- I -- it's a little bit surprising to me<br/>14 that it wasn't realized earlier of the<br/>15 inappropriateness of the letter. So I'll just<br/>16 leave it at that.<br/>17 With regard to the organized versus<br/>18 non-organized, I encourage you guys on the<br/>19 flag football to check with your insurance<br/>20 company or whatever that there will be issues<br/>21 as to whether your activities are covered or<br/>22 are not covered by an insurance company. And<br/>23 if somebody got injured, I'd hate for a parent<br/>24 to have a misunderstanding as to whether or<br/>25 not there's coverage or not.</p>                            |
| <p style="text-align: right;">Page 170</p> <p>1 leave the park. We have no --<br/>2 THE CHAIR: Fair enough.<br/>3 MR. PINHEIRO: We don't have the<br/>4 authority to do that to begin with.<br/>5 THE CHAIR: What I don't want are flag<br/>6 football teams using the field during the WSA<br/>7 exclusive periods, because you can call it<br/>8 sanctioned or not. My kid played in that for<br/>9 years. Just because they don't have -- want<br/>10 you having practice and you're having practice<br/>11 -- I suspect you guys are the coaches, so -- I<br/>12 don't care how you dress it up, it's still a<br/>13 practice for an organized flag football team.<br/>14 If the WSA can make accommodations under<br/>15 the current contract, I would encourage them<br/>16 to do so, but they have a -- they do have a<br/>17 contract that says that they have exclusive<br/>18 use of the grassy areas at that park.<br/>19 I would just encourage everybody to work<br/>20 together. I want to make sure that the league<br/>21 -- the flag football league understands that<br/>22 our parks are not their practice facilities.<br/>23 MR. PRICE: Absolutely.<br/>24 THE CHAIR: You're residents here and --<br/>25 but I don't want to see a bunch of flag</p> | <p style="text-align: right;">Page 172</p> <p>1 MR. PRICE: Sure. We appreciate that.<br/>2 MR. PIVNICHNY: Sir, if I may --<br/>3 THE CHAIR: Sure.<br/>4 MR. PIVNICHNY: Yeah. We -- we walked<br/>5 back to the park. I mean we -- we understand<br/>6 your position about the organized and non<br/>7 organized. I guess the only thing I wanted to<br/>8 clarify was the only document that I had seen<br/>9 about -- now I'm just a resident with my son.<br/>10 When can I go to Glenclyff Park and play with<br/>11 him in the fields? The only document I<br/>12 referenced was that one hanging.<br/>13 I would then ask moving forward that --<br/>14 please do what you just said. Take into<br/>15 account, treat the WSA just like this other<br/>16 soccer league, a jousting league, whatever<br/>17 comes before you, please always weigh is there<br/>18 a carve-out for general community use, just<br/>19 people that want to play around? Especially<br/>20 with -- I saw the renditions of the new thing<br/>21 -- of the new park. That looked awesome, and,<br/>22 you know, there may be a shifting.<br/>23 If I can just finally also say thank you<br/>24 as a board. The new park improvements I think<br/>25 are phenomenal. I'm very excited for them,</p> |

1 and I also looked up learning more about the  
2 CDD; your financials are amazing. I read the  
3 audit from company down in the Fort Myers area  
4 I believe it is that does it. I mean I  
5 honestly thank you from my heart for being so  
6 good.

7 And to the WSA and the other soccer  
8 league, I don't have anything ill to speak of  
9 them. I understand their position. It's not  
10 anti-soccer. Again, it's just general  
11 community use 24/7 for everybody in Westchase.

12 THE CHAIR: We appreciate that.

13 MR. PIVNICHNY: Thank you.

14 THE CHAIR: Yes, sir.

15 MR. PINHEIRO: With regards to that --  
16 what you call the letter or the notice, I mean  
17 I don't know who originally drafted it, but it  
18 wasn't us. What we've added --

19 THE CHAIR: It's on your letterhead.

20 MR. PINHEIRO: Sorry?

21 THE CHAIR: It's on your letterhead.

22 MR. PINHEIRO: Yeah, but the verbiage  
23 wasn't originally from us. What we've added  
24 like we have to for all of our communication,  
25 the Hillsborough -- it wasn't like the

1 bill?

2 THE CHAIR: I'm just saying what I hear  
3 from clients. "It shouldn't take you more  
4 than a minute or two." So I -- I -- actually,  
5 I take -- I reverse myself. You guys can  
6 disagree with me. I would like Erin to take a  
7 look at this. It's worth the time and energy  
8 to get that right, because this is something  
9 that we may see in the future again. So if  
10 you can work with them. Do you guys disagree?

11 MR. ARGUS: (Moves head from side to  
12 side.)

13 MR. MILLS: (Moves head from side to  
14 side.)

15 THE CHAIR: I think it's appropriate,  
16 because you need something to be able to  
17 enforce your exclusive rights -- current  
18 exclusive rights, but that's not the right way  
19 of going about it. And Mr. Ross I'm sure will  
20 add to this conversation.

21 MR. ROSS: Just quick for me. I have no  
22 problem with counsel being involved, as long  
23 as we all remember she's looking out for the  
24 interest of the CDD, her client --

25 THE CHAIR: Yes.

1 Hillsborough County. That was not to suggest  
2 it's from Hillsborough County. All our  
3 schedules, our documentation is within our  
4 agreement with them to have their -- their  
5 logos.

6 The lawyer, that's just our sponsors,  
7 and maybe that needs to come off from  
8 something like that.

9 THE CHAIR: I would --

10 MR. PINHEIRO: Whatever the CDD --  
11 whatever the CDD needs, let us know, and we'll  
12 change it. We did not mean to imply that --

13 THE CHAIR: Well, I -- we don't want to  
14 have to pay Erin to redo your notice.

15 MR. PINHEIRO: Okay.

16 THE CHAIR: I would encourage you to go  
17 back and give it a different shot, and then  
18 you may want to share that with Erin to see if  
19 she's in agreement, and --

20 MR. PINHEIRO: Definitely.

21 THE CHAIR: -- she could probably do  
22 that in a very short period of time, but I  
23 don't think it's right for the community --

24 MR. PINHEIRO: No.

25 MR. CHESNEY: Did you send in a big

1 MR. ROSS: -- not in any way looking out  
2 for the interest of the WSA. It may be you  
3 guys want to go to Burnett, Wilson & Reeder  
4 and have them advise you as to what's in your  
5 all's best interest.

6 MR. PINHEIRO: Okay. What's in our best  
7 interest is something that's acceptable by the  
8 CDD.

9 MR. ROSS: I just --

10 MR. PINHEIRO: We -- again, I can have  
11 them as a -- as a volunteer -- sorry. As a  
12 sponsor and their -- the parents, they coach  
13 in the league, they actually supply work to us  
14 at no cost. So I could have them draw up  
15 something and provide it for approval.

16 MR. ROSS: Well, I think at this point  
17 we're going to probably have our counsel look  
18 at what's for the best interest of the CDD, so  
19 that we feel comfortable that our  
20 constituents, our visitors who come up to park  
21 are -- are appropriately advised, and I think  
22 that's probably --

23 THE CHAIR: Okay. Parts of it are good.

24 MR. PINHEIRO: Sorry?

25 THE CHAIR: Parts of it are good.



1 MS. MCCORMICK: And that way it can go  
 2 on CDD letterhead, and then if there's  
 3 questions --  
 4 MR. PINHEIRO: Whatever needs to be  
 5 done. As I said, way back when, you know --  
 6 MR. ROSS: Not a Hillsborough County  
 7 logo though.  
 8 MS. MCCORMICK: No.  
 9 THE CHAIR: Erin will work with you to  
 10 make this more appropriate.  
 11 MR. PINHEIRO: I will let Margot know.  
 12 Thank you.  
 13 THE CHAIR: Please.  
 14 MR. PINHEIRO: Should we -- will Erin  
 15 be contacting us or --  
 16 THE CHAIR: Erin will eventually get you  
 17 her version of what would be acceptable to the  
 18 CDD.  
 19 MR. PINHEIRO: Okay.  
 20 MS. MCCORMICK: I'll get -- I'll get  
 21 something to Sonny before this weekend so at  
 22 least you guys can take a look at it.  
 23 THE CHAIR: Sonny.  
 24 MS. WHYTE: Since we're drafting letters  
 25 for rights for usage, would the men's Sunday

1 morning soccer league be appropriate to be on  
 2 there saying that they have -- they have a  
 3 right to use the fields since they are  
 4 sanctioned by the CDD?  
 5 THE CHAIR: That would make sense.  
 6 MS. WHYTE: We have given them a  
 7 contract, so -- just so it's worded on our --  
 8 you know, the WSA --  
 9 THE CHAIR: That would make sense.  
 10 MS. WHYTE: -- and the Sunday morning  
 11 league. So if there's any questions, it's  
 12 clarified on the board.  
 13 THE CHAIR: I'm sure Mr. Barrett is  
 14 going to write about this.  
 15 MS. WHYTE: No.  
 16 MR. BARRETT: No.  
 17 MR. CHESNEY: He's all piddled out from  
 18 landscape discussion.  
 19 MR. BARRETT: Yeah, I'm ready for a nap.  
 20 THE CHAIR: All right. Anything else on  
 21 this issue? Anything else?  
 22 MR. PRICE: Nothing from me.  
 23 THE CHAIR: Field manager. Are you --  
 24 no, we are not finished. What do we have?  
 25 MR. MAYS: Well, to handle the next --

1 the next small thing that I want to handle  
 2 before we get onto the parks is some -- Mr.  
 3 Argus had requested numbers and information  
 4 about the -- the parcel of property over there  
 5 next to the medical center known as -- you  
 6 know, that park.  
 7 MS. WHYTE: Mays Park.  
 8 MR. MILLS: You can say it.  
 9 THE CHAIR: You can say it.  
 10 MR. MAYS: Anyway, we're still working on  
 11 it. We have some information from our  
 12 landscape company on the irrigation, and his  
 13 concerns are it's going to vary on what we  
 14 want to do with it. So he would like more  
 15 information on what you're looking at. Are  
 16 you looking at butterflies? Are you looking  
 17 to see nothing but sod? What are you looking  
 18 for?  
 19 Our electrician said that before he can  
 20 even give us a price for his electrical, we  
 21 have to contact TECO and request a permit for  
 22 -- of them for a hook-up, which the hook-up  
 23 can come from either across the street on the  
 24 golf course or behind the medical center. So  
 25 you've got quite a bit of linear footage on

1 the -- the conduit and the -- the wiring that  
 2 you would need for electrical.  
 3 As for potable water, the same thing.  
 4 You would have to get with the county and try  
 5 to hook up -- you know, get a meter. So  
 6 I guess my question to you is: What are you  
 7 looking to put there? Because it can run  
 8 probably close to \$10,000 for everything.  
 9 Maybe even a little more.  
 10 THE CHAIR: Good question.  
 11 MR. CHESNEY: Well, \$10,000 just -- or  
 12 everything? Water and electric?  
 13 MR. MAYS: That's just my guess, yes.  
 14 MR. ARGUS: That seems fairly  
 15 reasonable.  
 16 MR. MAYS: A lot less than -- you know,  
 17 I'm just looking at what an electrician would  
 18 charge us for a few hours.  
 19 MR. ARGUS: Sure.  
 20 MR. MAYS: Potable water. You know, I  
 21 mean that's not even counting the County's  
 22 fees. TECO's fees for, you know, their costs,  
 23 I have no idea what those are until we apply  
 24 for permits for that. So I guess, like I  
 25 said, some of the information that some of the

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| <p style="text-align: right;">Page 181</p> <p>1 people requested is: What are we trying to<br/>2 put there?<br/>3 MR. ARGUS: The thing that I mentioned<br/>4 originally would be the -- the water fountain<br/>5 and some electricity for some lights. Nothing<br/>6 -- not -- I don't see it being a large<br/>7 infrastructure-type thing, but just having the<br/>8 water there for people jogging up and down<br/>9 Linebaugh seems to make sense.<br/>10 I assume that the water cooler thing<br/>11 would require some electricity of some port.<br/>12 MR. MAYS: Right.<br/>13 MR. ARGUS: And it may be that's --<br/>14 there's some other things that the supervisors<br/>15 may want, but I was more curious as to what<br/>16 sort of magnitude of dollars are we talking<br/>17 about. If it's hundreds of thousands of<br/>18 dollars, then it doesn't make sense to -- to<br/>19 spend time trying to figure out how you want<br/>20 to maximize the usage of Mays Park.<br/>21 MR. MAYS: Well, you know, reasonably, I<br/>22 don't think it's going to be hundreds of<br/>23 thousands.<br/>24 MR. ARGUS: Okay.<br/>25 MR. MAYS: But, you know, think about</p> | <p style="text-align: right;">Page 183</p> <p>1 THE CHAIR: It's not a park.<br/>2 MR. ARGUS: No, I'm not saying it's a<br/>3 park.<br/>4 THE CHAIR: It's a grassy area.<br/>5 MR. ARGUS: That should look as good as<br/>6 the other grassy areas.<br/>7 MR. MAYS: It's got the Ragusa bench on<br/>8 it.<br/>9 MR. CHESNEY: I was about to say, you<br/>10 are the ones that caused this, because you<br/>11 guys put that bench there.<br/>12 MR. MAYS: He didn't do it. I did it.<br/>13 MR. CHESNEY: He did it. I didn't put a<br/>14 tree on each side of the bench.<br/>15 MR. MAYS: Well, you know, that was all<br/>16 about the same thing. We've got so many<br/>17 walkers and joggers and people -- especially<br/>18 the people that like to walk, and so that was<br/>19 why we just put it there. That was just<br/>20 mainly for comfort for walkers, but --<br/>21 THE CHAIR: I saw some kids smoking<br/>22 cigarettes on it the other day.<br/>23 MR. ARGUS: And as I remember our -- the<br/>24 gentleman from Davey saying, you need to have<br/>25 a -- a healthy lawn causes opportunity for</p>                            |
| <p style="text-align: right;">Page 182</p> <p>1 permits for building a house or permits for<br/>2 adding water to a house. I mean, you know,<br/>3 getting the water in, getting the meter there,<br/>4 getting the meter for the electric. The --<br/>5 I mean the reclaimed is not a problem, because<br/>6 we can add a valve right into what we have<br/>7 existing going along the road, but his<br/>8 concerns are, "How many heads do you want?<br/>9 What's it for?" You know, that kind of stuff.<br/>10 So I mean I guess at first you'd just<br/>11 hook up a valve and then possibly a -- you<br/>12 know, see how much -- see how much irrigation<br/>13 you actually can put on a pressured valve, so<br/>14 --<br/>15 MR. ARGUS: Right. And that area of<br/>16 grass is not irrigated now?<br/>17 MR. MAYS: No, just the easement along<br/>18 -- you know, between the sidewalk and the<br/>19 road.<br/>20 MR. ARGUS: So if we left it as a green<br/>21 area and having it properly irrigated so it<br/>22 looks as good as the rest of Westchase would<br/>23 make sense.<br/>24 THE CHAIR: In whose opinion?<br/>25 MR. ARGUS: In my opinion.</p>           | <p style="text-align: right;">Page 184</p> <p>1 fewer weeds. So if we're not irrigating it or<br/>2 maintaining it to the normal Westchase<br/>3 standard, I think that would be --<br/>4 MS. WHYTE: It doesn't have any weeds.<br/>5 MR. ARGUS: It doesn't have any weeds.<br/>6 THE CHAIR: Yeah. It's dry.<br/>7 MR. ARGUS: It's dry. Okay.<br/>8 MR. MAYS: Anyway, that's -- I just<br/>9 wanted to let you know that we haven't dropped<br/>10 the ball on that.<br/>11 MR. ARGUS: Okay.<br/>12 THE CHAIR: Well, is there any desire<br/>13 amongst the Board to proceed forward with the<br/>14 concept of putting reclaimed water or potable<br/>15 water or electricity on that sliver of grass<br/>16 -- Mays Park?<br/>17 MR. BARRETT: Mays grassy area.<br/>18 MR. ARGUS: I would like to see the<br/>19 water fountain and pet fountain in there, yes.<br/>20 THE CHAIR: Okay. Is there any other<br/>21 support for that?<br/>22 MR. ROSS: I think it would be great,<br/>23 but it's not justified economically. I mean<br/>24 if there was already nearby water or something<br/>25 like that -- but I just don't think it makes</p> |

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| <p style="text-align: right;">Page 185</p> <p>1 sense. Of course, it would be a great<br/>2 amenity.<br/>3 MR. MILLS: Is there nearby water?<br/>4 There's nothing nearby.<br/>5 MR. ROSS: I'm just saying if there was.<br/>6 I mean if there was.<br/>7 MR. MILLS: Oh.<br/>8 THE CHAIR: There's a ditch right behind<br/>9 it that you can -- a dog can drink out of.<br/>10 MR. CHESNEY: I mean if it was a grand,<br/>11 I'd be all over it, but --<br/>12 MR. ROSS: Of course, a fountain would<br/>13 be great, but it's not -- the cost is not<br/>14 justified.<br/>15 MR. MILLS: My sense is: If it's not an<br/>16 unimaginable cost and it fell somewhere on a<br/>17 priority list of projects, like everything<br/>18 else, then it's certainly worth looking at.<br/>19 MR. CHESNEY: Well, can you look at just<br/>20 the water without the electricity? Because<br/>21 you already have a bench, and you don't really<br/>22 need grass. You can keep it just -- I mean<br/>23 you don't need to re-sod it with<br/>24 St. Augustine.<br/>25 MR. MAYS: No.</p>  | <p style="text-align: right;">Page 187</p> <p>1 the water?<br/>2 MR. MAYS: We'll get -- we'll work on<br/>3 that.<br/>4 MR. ARGUS: Thank you.<br/>5 THE CHAIR: The permit is going to be<br/>6 400 something dollars.<br/>7 MS. WHYTE: What was the last permit we<br/>8 did? That was electrical. Right?<br/>9 MR. MAYS: Electrical.<br/>10 MS. WHYTE: That was over a thousand<br/>11 dollars just for a permit, and then you have<br/>12 to have the meter. And the meter took us<br/>13 almost a year and a half to get.<br/>14 THE CHAIR: And are these devices that<br/>15 automatically shut themselves off?<br/>16 MR. MAYS: The water?<br/>17 THE CHAIR: Uh-huh.<br/>18 MR. MAYS: I doubt it. No, I don't<br/>19 think it is.<br/>20 MS. WHYTE: It will just run the water<br/>21 to the -- to the spot.<br/>22 THE CHAIR: What happens if a kid shows<br/>23 up at midnight and turns the water on? Are we<br/>24 going to run water for 12 hours?<br/>25 MR. CHESNEY: True. There's no security</p>   |
| <p style="text-align: right;">Page 186</p> <p>1 MR. CHESNEY: What if you just figured<br/>2 out some potable water?<br/>3 MR. MAYS: All right.<br/>4 THE CHAIR: Here is my concern: If we<br/>5 put some type of a doggy-watering station in,<br/>6 then we're going to have to put the garbage<br/>7 can for the doggie bags, and that whole place<br/>8 is going to turn into nothing but a doggy<br/>9 poo-poo wasteland.<br/>10 MR. ARGUS: It could use the<br/>11 fertilizing, so --<br/>12 MR. CHESNEY: I mean would that -- I<br/>13 don't know. That might not be a bad place for<br/>14 it to be though. Walk your dog and --<br/>15 THE CHAIR: It's not a park. It's not<br/>16 zoned. It's not developed as a park.<br/>17 MR. CHESNEY: Yeah, it's definitely not<br/>18 a park because there's no parking.<br/>19 THE CHAIR: Well, I didn't hear anybody<br/>20 else taking up the cause for wanting to<br/>21 develop that grassy area.<br/>22 MR. ARGUS: I heard support for the<br/>23 potable water for the fountain. That would<br/>24 cut the cost probably in half, which is --<br/>25 THE CHAIR: Did you get an estimate on</p> | <p style="text-align: right;">Page 188</p> <p>1 there.<br/>2 THE CHAIR: There's nothing there.<br/>3 MR. ROSS: Then we'll get a bunch of<br/>4 dollarweed.<br/>5 THE CHAIR: That may be where all the<br/>6 teenagers end up at night.<br/>7 MR. MAYS: Right.<br/>8 THE CHAIR: Which there may be a benefit<br/>9 of getting them out of the neighborhoods.<br/>10 MR. CHESNEY: The kids aren't going to<br/>11 go there, and then we could see what --<br/>12 everyone could see what they're doing.<br/>13 MR. BARRETT: You could put a cigarette<br/>14 dispenser there.<br/>15 THE CHAIR: Try to figure out what it's<br/>16 going to cost to get water there.<br/>17 MR. MAYS: Okay. Moving on to the parks<br/>18 then.<br/>19 I think we should address the Baybridge<br/>20 Park first; one at a time if we can. Address<br/>21 each park and what we need the board's<br/>22 approval on. You can see Sonny's spreadsheet<br/>23 where she has put -- put off to the right<br/>24 side. You'll see where -- things that require<br/>25 approvals. Mozart Design. That's for the</p> |

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| <p style="text-align: right;">Page 189</p> <p>1 fencing around the park that we had discussed.</p> <p>2 MR. CHESNEY: Can we do them all at</p> <p>3 once?</p> <p>4 MR. MAYS: And the restrooms. Yeah, we</p> <p>5 can.</p> <p>6 THE CHAIR: Which is this under?</p> <p>7 MS. WHYTE: The first one. Baybridge</p> <p>8 Park. It's under fields, and then it goes</p> <p>9 under Baybridge, and then it's subdivided.</p> <p>10 MR. BARRETT: There wouldn't be an extra</p> <p>11 copy, would there?</p> <p>12 MS. WHYTE: No, I didn't bring one.</p> <p>13 THE CHAIR: Well, which one? Which file</p> <p>14 are we on now?</p> <p>15 MS. WHYTE: We'll go under Baybridge</p> <p>16 Park, and we're going to start with Mozart</p> <p>17 Design, which is fencing.</p> <p>18 THE CHAIR: Got it. Thank you.</p> <p>19 MS. WHYTE: You're welcome.</p> <p>20 MR. MAYS: As you -- as you can see</p> <p>21 though all the pricing is -- we only got</p> <p>22 really one company to price a lot of these</p> <p>23 things, because these are the companies that</p> <p>24 we've used in the past for, for instance, our</p> <p>25 fencing. This is the company that has built a</p> | <p style="text-align: right;">Page 191</p> <p>1 that Sonny has at the bottom. Like you'll see</p> <p>2 in the red where the difference is. One</p> <p>3 fourteen. \$114,000. All these items will fit</p> <p>4 under that, which keeps us under the budget</p> <p>5 line.</p> <p>6 MR. CHESNEY: Okay.</p> <p>7 MR. MAYS: Depending on a few things,</p> <p>8 but this --</p> <p>9 MS. WHYTE: Can we start with -- where</p> <p>10 do we want to start? At the top?</p> <p>11 MR. CHESNEY: Well, can I -- hang on.</p> <p>12 Can I -- I just want to make sure I understand</p> <p>13 this, because I had a question, and I know you</p> <p>14 told me when we talked, and then I still</p> <p>15 didn't really understand it, but I didn't call</p> <p>16 you back. So -- so the consultant total is</p> <p>17 what his general estimate was?</p> <p>18 MS. WHYTE: His general expenditures</p> <p>19 including his 10 percent cap.</p> <p>20 MR. CHESNEY: Right. Okay. And then</p> <p>21 the total expenditures are what you've spent</p> <p>22 to date --</p> <p>23 MS. WHYTE: As of to date, correct.</p> <p>24 MR. CHESNEY: Right. But that includes</p> <p>25 the proposed items?</p> |
| <p style="text-align: right;">Page 190</p> <p>1 lot of fencing for us. Repaired a lot of the</p> <p>2 gates that get hit, so we --</p> <p>3 MR. CHESNEY: Where's the spreadsheet?</p> <p>4 Because the spreadsheet had everything on it.</p> <p>5 Right?</p> <p>6 MS. WHYTE: The spreadsheet is lower</p> <p>7 down at the bottom. It is the Revised Edition</p> <p>8 4.5, I think it is, or 4.4.</p> <p>9 MR. CHESNEY: Under your --</p> <p>10 MS. WHYTE: Under Field Office Report.</p> <p>11 If you keep going down.</p> <p>12 MR. CHESNEY: Oh, "Final Numbers"?</p> <p>13 MS. WHYTE: Yes.</p> <p>14 MR. ARGUS: Final Numbers.</p> <p>15 MS. WHYTE: Final Numbers on the</p> <p>16 spreadsheet.</p> <p>17 MR. CHESNEY: Okay.</p> <p>18 MR. ARGUS: Just for information, I need</p> <p>19 to leave by 7:30.</p> <p>20 MR. MAYS: And then you've got the</p> <p>21 restrooms, which we did get two proposals on,</p> <p>22 and one of them was extremely high, so we're</p> <p>23 recommending the lower one, of course.</p> <p>24 And as you'll see, all these things will</p> <p>25 fit into the -- under the budget line items</p>  | <p style="text-align: right;">Page 192</p> <p>1 MS. WHYTE: No, it does not include the</p> <p>2 proposed items, because you didn't approve</p> <p>3 them yet.</p> <p>4 THE CHAIR: Well, Mozart is in here.</p> <p>5 MS. WHYTE: Well, the reason is --</p> <p>6 MR. MAYS: The Mozart is in there,</p> <p>7 because that one we knew was going to be</p> <p>8 pushing it close. I approved that one knowing</p> <p>9 that you guys would approve it following my</p> <p>10 recommendation hopefully.</p> <p>11 MS. WHYTE: If not, Doug is going to be</p> <p>12 paying for it.</p> <p>13 MR. MAYS: If not, I'll buy it. I'll</p> <p>14 buy your fence for you.</p> <p>15 MS. WHYTE: The reason is, is Mozart had</p> <p>16 to be approved. It takes three weeks to</p> <p>17 produce it.</p> <p>18 MR. MAYS: Yes.</p> <p>19 MS. WHYTE: And in order to get the</p> <p>20 pour-and-play in, that actually has to be</p> <p>21 installed probably tomorrow or the day after</p> <p>22 tomorrow.</p> <p>23 MR. MAYS: The fencing has to go in</p> <p>24 first.</p> <p>25 THE CHAIR: Mr. Ross.</p>  |

1 MR. ROSS: I move that we approve the  
2 Mozart proposal.  
3 MR. ARGUS: Second.  
4 THE CHAIR: Any discussion?  
5 All in favor, please raise your hand.  
6 The motion passes five to nothing.  
7 MR. CHESNEY: I guess for me -- and just  
8 so I understand, I mean it's -- if I understand  
9 it correctly, it's still coming in considerably  
10 under --  
11 MS. WHYTE: Yes.  
12 MR. MAYS: Yes.  
13 MS. WHYTE: Now, we did have a few  
14 little glitches.  
15 THE CHAIR: And some of these estimates  
16 were ridiculously high.  
17 MS. WHYTE: We -- well, maybe.  
18 MR. CHESNEY: No. What I've been using  
19 the entire time on the financing of it --  
20 THE CHAIR: They're high.  
21 MR. CHESNEY: Okay.  
22 MR. MAYS: What was that?  
23 THE CHAIR: They're way too high.  
24 MR. MAYS: Which one?  
25 THE CHAIR: The consultant's estimate.

1 MR. MAYS: Oh, okay.  
2 MS. WHYTE: Can I go on? Just to give  
3 you an example, the -- the consultants -- once  
4 we bring in -- we had a couple of little  
5 incidentals that we needed to do -- or that we  
6 will need to do that we didn't anticipate --  
7 that Neale didn't anticipate is when they dug  
8 out the --  
9 MR. MAYS: The drainage.  
10 MS. WHYTE: -- the drainage, okay, the  
11 concrete curbing -- let's use that -- and the  
12 concrete sidewalk -- or the sidewalk is okay.  
13 The concrete curbing. What happened is, is  
14 they dug the -- to do the pitch for the pour-  
15 and-play, they actually dug it down. It will  
16 go up, but we're still going to have  
17 landscaping that is elevated, such as  
18 underneath the oak tree. You can't have  
19 mulch, because the mulch will break into your  
20 pour-and-play.  
21 MR. MAYS: And you can't have the pour-  
22 and-play over top of your tree, so that's  
23 where a rubberized mulch comes in place. It's  
24 a lot thinner. And it -- to butt that up  
25 against the pour-and-play, you have to have

1 this curbing, because around -- because you  
2 really want the roots from the trees to stay  
3 out of the pour-and-play, so --  
4 THE CHAIR: How much does that cost?  
5 MS. WHYTE: Well, there's a proposal  
6 attached to it from -- it's --  
7 MS. MAYS: From APARK, the company that  
8 we're --  
9 MS. WHYTE: I think it's thirty --  
10 MR. MAYS: 36,000.  
11 MS. WHYTE: Yeah, 36, to do -- I think  
12 there's three areas within Baybridge Park that  
13 have the tree. To the left of the tree where  
14 the big play structure is and to the east of  
15 that --  
16 THE CHAIR: \$36,000? Now, whoever  
17 designed this park is going to pay that  
18 component. If they didn't lay out the  
19 elevations right, I'm not paying \$36,000 for  
20 mulch because somebody didn't figure out we  
21 were at two different elevations.  
22 MS. WHYTE: No, because we couldn't take  
23 it past the tree, because we've got tree  
24 roots.  
25 MR. ARGUS: Well, the ribbon curbing for

1 pour-and-play totals \$6,250.  
2 MR. MAYS: That's the curbing.  
3 MS. WHYTE: That's the curbing.  
4 THE CHAIR: They've got to put \$36,000  
5 worth of mulch in it.  
6 MR. ARGUS: Oh, okay.  
7 MR. MAYS: You don't have to.  
8 MS. WHYTE: You can do grass. You can  
9 do artificial grass.  
10 MR. MAYS: You can leave it like it is.  
11 It's just it's going to have to be blown off a  
12 lot, and it could be a lot more --  
13 MS. WHYTE: Damage to your pour-and-  
14 play.  
15 MR. CHESNEY: Well, yeah, we don't want  
16 to damage -- we spent a lot of money on the  
17 play -- I mean on -- on the field here.  
18 MS. WHYTE: A hundred thousand dollars'  
19 worth of pour-and-play.  
20 MR. CHESNEY: Right. Yeah, so don't  
21 want anything that's --  
22 MR. MAYS: Curbing is the big thing, but  
23 we need something on top of it, whether it be  
24 artificial turf, whether it be --  
25 MR. CHESNEY: Well, would artificial

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| <p style="text-align: right;">Page 197</p> <p>1 turf be cheaper than mulch long term?</p> <p>2 MR. MAYS: That's one thing we've got to</p> <p>3 check.</p> <p>4 MS. WHYTE: We haven't done it, because</p> <p>5 we didn't know what you wanted to do.</p> <p>6 MS. MCCORMICK: Can I raise an issue? I</p> <p>7 mean this is something that I talked with</p> <p>8 Sonny about a little bit. I had a couple of</p> <p>9 conversations with Neale about it today, and</p> <p>10 he says we've got different pieces of this</p> <p>11 project.</p> <p>12 And I'm concerned about needing somebody</p> <p>13 that is going to be able to certify everything at</p> <p>14 the end of the day as being compliant with</p> <p>15 Americans with Disabilities Act, with all of</p> <p>16 the park regulations and -- so, I mean, I'm</p> <p>17 going to go the contractors who are providing</p> <p>18 the park equipment and the -- installing that</p> <p>19 equipment in the three individual parks and</p> <p>20 saying, "At the end of the day, we need you to</p> <p>21 certify that the equipment meets all of these</p> <p>22 requirements and that it's been installed in</p> <p>23 compliance with the requirements."</p> <p>24 But what we don't have by doing it this</p> <p>25 way is somebody that's going to certify that</p>   | <p style="text-align: right;">Page 199</p> <p>1 certificate so that the contractor can issue</p> <p>2 theirs.</p> <p>3 MS. MCCORMICK: But -- but the issue is</p> <p>4 a lot of these other component parts are not</p> <p>5 being -- were not being -- having been done</p> <p>6 through the contractor, and we don't have --</p> <p>7 MS. WHYTE: The -- we were told the</p> <p>8 pour-and-play is in compliance with the</p> <p>9 ADA Act. The playgrounds would be compliant</p> <p>10 if they certify them with the ADA compliant</p> <p>11 act.</p> <p>12 We have accessibility to -- for</p> <p>13 bathrooms for ADA compliance. We have</p> <p>14 accessibility to the easement to the parks and</p> <p>15 to the -- to the walkways and down into the</p> <p>16 parking lots for ADA compliance. And I think</p> <p>17 that's -- pretty well that's all the --</p> <p>18 THE CHAIR: Mr. Chesney.</p> <p>19 MR. CHESNEY: Well, no. Mr. Ross.</p> <p>20 THE CHAIR: Oh, I'm sorry.</p> <p>21 MR. ROSS: I happen to agree with you.</p> <p>22 We need to make sure that we do that.</p> <p>23 MS. MCCORMICK: Yeah.</p> <p>24 MR. ROSS: But I'm a little bit</p> <p>25 surprised that's even a question. We had all</p>   |
| <p style="text-align: right;">Page 198</p> <p>1 all of these other pieces also comply with</p> <p>2 these regulations. So I think that's</p> <p>3 something that we need to -- either see if</p> <p>4 Stantec would be able to certify the overall</p> <p>5 park projects -- you know, all of these</p> <p>6 individual components as being compliant.</p> <p>7 MR. CHESNEY: Okay. Well, I would think</p> <p>8 that they would, and if not, we could use the</p> <p>9 same person that said we were not in</p> <p>10 compliance.</p> <p>11 MS. MCCORMICK: To do the -- yeah, I --</p> <p>12 I think that we should have somebody.</p> <p>13 MS. WHYTE: I got an email from Tonja.</p> <p>14 That was secondary to her email that we didn't</p> <p>15 bring up when it was her turn. It says, "Park</p> <p>16 improvement ADA compliant. Will send</p> <p>17 certificate of construction standards to Erin</p> <p>18 needing to be issued by contractor."</p> <p>19 In other words, she'll give you a copy</p> <p>20 of what it needs to be, and then the</p> <p>21 contractor -- "We will survey sidewalks for</p> <p>22 accessibility to road compliance." That road</p> <p>23 compliance, that's all she said, but she will</p> <p>24 send you a standard of what the requirements</p> <p>25 are for the ADA compliance for the</p> | <p style="text-align: right;">Page 200</p> <p>1 those presenters here who one after another</p> <p>2 made representations that we would be</p> <p>3 compliant with ADA and whatever other laws. I</p> <p>4 thought we were hiring Stantec to advise us to</p> <p>5 make sure we were in compliance with the ADA</p> <p>6 and other laws. So I'm a little bit surprised</p> <p>7 that there's a doubt in your mind that we're</p> <p>8 not getting that certification. Why do you</p> <p>9 have that doubt?</p> <p>10 MS. MCCORMICK: Because I talked to</p> <p>11 Neale today, and he said that that was not</p> <p>12 part of what they were going to do, because</p> <p>13 they didn't do the construction drawings for</p> <p>14 the project. And the -- looking at the</p> <p>15 contract for the work that they originally did</p> <p>16 was to advise us about undertaking this</p> <p>17 process, but there's nothing that specifically</p> <p>18 -- but we didn't do the second part where they</p> <p>19 would have been like the design engineer.</p> <p>20 MR. ROSS: Well, it's just surprising to</p> <p>21 me how he can be advising us and he's now</p> <p>22 saying "But I'm not going to certify that it's</p> <p>23 ADA compliant." I mean I don't want to pick</p> <p>24 on Stantec. That just doesn't make sense to me</p> <p>25 that --</p> |

1 MS. MCCORMICK: Well, and I called --  
 2 MR. ROSS: -- (unintelligible.)  
 3 MS. MCCORMICK: -- him back and I said,  
 4 "You know, if there's another fee that the  
 5 district could pay to have Stantec do this  
 6 entire certification, can you let me know?"  
 7 And then I just heard about the email that  
 8 Tonja sent, which makes me concerned that  
 9 maybe they're saying they won't certify it. I  
 10 don't know.  
 11 MR. CHESNEY: Okay. Because I want to  
 12 -- I want to add to Brian's surprise because  
 13 I had a meeting with Sonny and Neale where we  
 14 talked -- and, Doug, I guess you were there,  
 15 too. I don't know. You were quiet. But  
 16 where we talked about the construction process  
 17 and how we would work it through and, you  
 18 know, it was all right. "We're bidding this  
 19 out, and you would be there to certify,  
 20 assist, make recommendations." I believe  
 21 those were my exact words. I could be off.  
 22 And he said to me, "Yes." So --  
 23 MS. MCCORMICK: Okay.  
 24 MR. CHESNEY: -- I would be even more  
 25 surprised at anything --

1 MS. MCCORMICK: Well, like I said, I had  
 2 one conversation with Neale this morning, and  
 3 then I went back and looked at some more  
 4 stuff. I called him back, and I didn't talk  
 5 with him before the CDD meeting, but I'm glad  
 6 to hear the input from you all, because I want  
 7 to go back to him so we can have a complete  
 8 understanding of whether or not they will be  
 9 able to do this or whether we would need an  
 10 independent review by somebody.  
 11 MR. CHESNEY: And then I -- and I guess  
 12 my -- my thing here on -- on what you're --  
 13 these -- these items, I mean, they seem fine,  
 14 but -- I mean the cost seems to be coming in  
 15 fine. I know you had extra things, but I mean  
 16 did Neale have a recommendation for what we  
 17 should do? I mean turf or whatever?  
 18 MS. WHYTE: He hasn't. I sent him a  
 19 list.  
 20 MR. CHESNEY: Okay.  
 21 THE CHAIR: Here's the problem I've got.  
 22 We've got a quote here of \$25 a linear foot  
 23 for ribbon -- eight-inch ribbon.  
 24 MS. WHYTE: The curb.  
 25 THE CHAIR: The concrete estimator here

1 for this Zip code places the low estimates for  
 2 250 linear feet at \$3,657; the high at \$4,688.  
 3 I'm not paying a company out in Bartow \$6,250  
 4 when I think I can get it for thirty-six  
 5 hundred dollars.  
 6 MR. ARGUS: The concrete estimator?  
 7 THE CHAIR: Yeah. The internet is  
 8 amazing. The search engines and the bidding  
 9 services are unbelievable. That's on  
 10 Homewyse. I'm sorry. And that's the problem  
 11 with no-bid contracts. And I don't know who  
 12 this company is. I don't if -- we've  
 13 obviously done business with them before --  
 14 MS. WHYTE: Lots.  
 15 THE CHAIR: -- but when I looked at that  
 16 \$25 a foot, no way. The average foot -- per  
 17 foot on the low end is \$14.63. The absolute  
 18 high side in our region is \$18.75. No, not --  
 19 MR. MAYS: Are you talking -- what are  
 20 you talking? Are you talking --  
 21 THE CHAIR: Eight-inch ribbon. Totally  
 22 installed, labor everything. It breaks it  
 23 down.  
 24 MR. MAYS: You're not talking about that  
 25 stuff that goes around a flower bed?

1 THE CHAIR: No. I'm talking about  
 2 eight-inch road curbing and ribbon curbing.  
 3 MR. MAYS: I just wanted to make sure.  
 4 THE CHAIR: It's the same animal.  
 5 MR. MAYS: Okay. It's not the same as  
 6 that curbing that goes around flower beds is  
 7 what I'm saying.  
 8 THE CHAIR: No, no, no, no, no.  
 9 MR. MAYS: Okay.  
 10 THE CHAIR: This is concrete road curb.  
 11 MR. MAYS: Yeah, it's a lot heavier and a  
 12 lot bigger. Okay. Well, give me a dollar  
 13 amount, and then we'll get it gone for that.  
 14 We'll find a way to get it done, because we  
 15 need to get done for that pour-and-play.  
 16 And I want to -- one thing that we  
 17 didn't -- a recommendation that we were  
 18 talking about, too, is to where we get the  
 19 money is the sidewalk that was originally  
 20 designed to go around the bathrooms and  
 21 between those two pavilions. It goes next to  
 22 Pavilion Number 2 and cuts next to Number 3.  
 23 Well, we walked it, and it's -- it's so  
 24 close to these pavilions, it's almost not -- I  
 25 mean it's almost in the way of --

1 THE CHAIR: What's in the way?  
 2 MR. MAYS: The sidewalk itself, if you  
 3 were to put a sidewalk in there. There was --  
 4 it was brought out that we needed -- instead  
 5 of going through Pavilion Number 1, we needed  
 6 to go around it on the bicycle -- for people  
 7 on bicycles.  
 8 THE CHAIR: Right, I remember that.  
 9 MS. WHYTE: Redirect them.  
 10 MR. MAYS: So we came up with the idea  
 11 of redirecting to the right.  
 12 MR. CHESNEY: Right. You skipped a  
 13 step. The plan that Neale supplied has a new  
 14 sidewalk going through, which you don't need  
 15 because you already have a sidewalk that you  
 16 could just go to.  
 17 MR. MAYS: Right.  
 18 THE CHAIR: He was demoing the sidewalk  
 19 though.  
 20 MR. MAYS: No, not this one.  
 21 MR. CHESNEY: It's the one that goes to  
 22 the workout equipment on that side.  
 23 THE CHAIR: Oh.  
 24 MS. WHYTE: The flow of the movement of  
 25 the traffic when you come through the gate at

1 through the gate and you see them on the roads  
 2 -- and you see them everywhere in the city now  
 3 -- those stencils that have the bicycles, we  
 4 put those on the things with a directional  
 5 arrow just to indicate, "Hey, guys, go this  
 6 way. Don't go this way." It's shorter this  
 7 way -- to go that way than it is to drop a  
 8 7,000-dollar sidewalk around a pavilion.  
 9 MR. CHESNEY: It's also where the bike  
 10 rack is currently --  
 11 MS. WHYTE: That's correct.  
 12 MR. CHESNEY: -- and it's also -- it's  
 13 --  
 14 THE CHAIR: All right. So that's --  
 15 that's a potential cost savings.  
 16 MR. MAYS: We cut that out and we can  
 17 get the curbing in.  
 18 THE CHAIR: Okay. I like your thinking.  
 19 I need to say it again.  
 20 MR. MAYS: Okay.  
 21 THE CHAIR: Neale's estimates are not the  
 22 budget. They are -- you guys seem to think  
 23 you've got a budget to spend up to Neale's  
 24 estimate.  
 25 MS. WHYTE: Oh, no, no, no.

1 Baybridge Park from the tunnel side.  
 2 THE CHAIR: Yes.  
 3 MS. WHYTE: Neale had been requested by  
 4 the board or directed by the board to get a  
 5 redirection, so -- either to the left,  
 6 whatever, but -- so that we do not take the  
 7 flow through the traffic where people sit and  
 8 enjoy themselves and have bikes run through  
 9 and whatever else.  
 10 So Neale designed it to go to left,  
 11 which came to between -- if you want to call  
 12 it Ernie's tree -- close to that. Pavilion  
 13 Number 3 -- Number 2, and then within --  
 14 within feet -- two feet of Pavilion Number 3  
 15 on that side, which just means anybody walking  
 16 by, you're literally just like me -- closer  
 17 than me to you. It's really close. And  
 18 you've got a four-foot sidewalk.  
 19 So I called Greg, and Doug and I -- we  
 20 went out and looked at it. We have existing  
 21 sidewalks. I don't know if that's really  
 22 something that you -- the board would like to  
 23 look at and possibly avoid doing that sidewalk  
 24 and redirecting the flow. Because it was just  
 25 a matter of directional flow. When you come

1 THE CHAIR: You need to understand I  
 2 think he's 40 percent high.  
 3 MS. WHYTE: Oh, no, no.  
 4 THE CHAIR: I think he's 40 percent  
 5 high. If we went and beat up the subs, we can  
 6 get this for 40 percent less.  
 7 MR. MAYS: Well, we've already beat up  
 8 the plumber.  
 9 THE CHAIR: And that's -- see, that's  
 10 what happens when we competitively bid.  
 11 MR. MAYS: And -- well, and we beat up  
 12 the cameraman. I mean -- but we went with  
 13 your camera guy and --  
 14 THE CHAIR: We haven't gone with any  
 15 camera guy --  
 16 MR. MAYS: No, I'm saying we have to get  
 17 prices.  
 18 THE CHAIR: You need to get that  
 19 standard. You needed to know what the pricing  
 20 was.  
 21 MR. MAYS: Okay. And that's what I'm  
 22 saying. We -- we did beat it up. I mean we  
 23 went from 80,000 to almost 30,000 for the  
 24 other guy. Not even 30,000 for the other guy.  
 25 So we have beat it up on some things, but



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1 there's certain things -- like the fencing is  
 2 a custom fence. We've used this guy for other  
 3 things, too.  
 4 THE CHAIR: We approved him.  
 5 MR. MAYS: Yeah. ACPLM is the company  
 6 that's done The Vineyards. They've done a lot  
 7 of asphaltting for us, as you guys know.  
 8 Saville Rowe, the alleyways. So they're the  
 9 company that we've -- we've gotten their  
 10 proposal for the parking lots.  
 11 THE CHAIR: Oh, okay. I didn't know  
 12 what they supplied.  
 13 MR. MAYS: They supply the parking lots.  
 14 They're also the company -- they're one of our  
 15 competitive bidders on the basketball court  
 16 asphalt. They do basketball courts. So we've  
 17 got their price on that.  
 18 We do have their price on sidewalks --  
 19 the sidewalk. We just didn't get their price  
 20 on that curbing, and I probably should have  
 21 gotten their price on that curbing at the --  
 22 Baybridge Park.  
 23 MS. WHYTE: We can go back. The  
 24 question is: Can we get the curbing done so  
 25 we can move forward with the pour-and-play?

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1 We can always finish the surface afterwards  
 2 around the tree once we get some better  
 3 suggestions for you. The key factors -- we  
 4 can't move along on certain things without  
 5 your approval.  
 6 THE CHAIR: Sure. Real simple -- and I  
 7 mean -- did -- was curbing contemplated around  
 8 the pour-and-play?  
 9 MR. MAYS: (Moves head from side to  
 10 side.)  
 11 THE CHAIR: How was that not  
 12 contemplated? Aren't we going to have the  
 13 same problem at Glenclyff?  
 14 MR. MAYS: No, this is --  
 15 MS. WHYTE: No.  
 16 MR. MAYS: This is the way this one  
 17 butts up. Plus there's an existing footer  
 18 that's there.  
 19 THE CHAIR: Oh, you got that?  
 20 MR. MAYS: Yeah. There's an existing  
 21 footer that's there.  
 22 THE CHAIR: Okay. So I think it's a  
 23 no-brainer. We have to do the curbing --  
 24 MR. ARGUS: So moved.  
 25 THE CHAIR: -- and it's just the cost.

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1 And I think we should authorize staff to go  
 2 out and contract it for some price not to  
 3 exceed some amount.  
 4 MR. MAYS: That's what I'm asking you  
 5 now. I mean if you say don't get it for --  
 6 you can get it for less than \$5,000, then  
 7 we'll make sure we get it for less than  
 8 \$5,000.  
 9 MS. WHYTE: We'll find somebody.  
 10 THE CHAIR: I think you can get it for  
 11 \$3,700.  
 12 MS. WHYTE: Well, can you give us a  
 13 phone number?  
 14 THE CHAIR: Yeah.  
 15 MS. WHYTE: Because everybody we call,  
 16 either they don't show up or they don't send a  
 17 proposal.  
 18 THE CHAIR: Yeah, that's -- they're all  
 19 busy right now. Mr. Ross.  
 20 MR. ROSS: I actually did have a  
 21 question about the concrete -- what I call the  
 22 concrete ribbon in my notes. Isn't that a  
 23 health hazard if some kid trips over it or  
 24 some kid falls and hits their head on it?  
 25 MR. MAYS: Not according to -- it's out

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1 of the fall zones. So, yeah, a kid could do  
 2 that, and a kid for fall on anything in the  
 3 park. They could fall on the sidewalk.  
 4 MS. MCCORMICK: But who's certifying  
 5 that issue? I mean that's the question that I  
 6 have. Who are we relying upon for the  
 7 determination that that's not a safety issue?  
 8 MR. MAYS: Well, like I said, everything  
 9 is going to be a safety issue, but it doesn't  
 10 -- it doesn't fall -- like your swing set, for  
 11 instance, has to be 16 feet away.  
 12 MR. CHESNEY: I know, but I -- I guess  
 13 I'm -- I'm going to concur with Erin here.  
 14 It's that we're just concerned that Neale is  
 15 not giving you the attention or the support  
 16 that you need. So if you're going to change  
 17 something, even as slight as adding a curb, we  
 18 need to make sure that Neale says that this is  
 19 what we're supposed to be doing.  
 20 I mean the sidewalk is not a big deal,  
 21 but something like -- like curbing or whether  
 22 or not we use artificial turf or mulch, I mean  
 23 --  
 24 THE CHAIR: Curbing can be an access  
 25 impediment.

|  |   |
|--|---|
| <p style="text-align: right;">Page 213</p> <p>1 MR. CHESNEY: I mean he is supposed --</p> <p>2 right. He is supposed to be the one designing</p> <p>3 this and --</p> <p>4 MR. MAYS: Okay. I mean he's the one</p> <p>5 that did the cut-outs to protect the trees.</p> <p>6 That's how it shows the cut-out in the</p> <p>7 drawings.</p> <p>8 THE CHAIR: Mr. Ross.</p> <p>9 MR. ROSS: If I could offer a suggestion</p> <p>10 about process. It's past seven o'clock. I</p> <p>11 know I get cranky at this point in time.</p> <p>12 Maybe others are getting cranky, which means</p> <p>13 we're not as productive. I have about five or</p> <p>14 six questions on my list. I can happily talk</p> <p>15 to staff outside of a meeting.</p> <p>16 But what I don't want to do is keep</p> <p>17 coming back and doing the same thing over and</p> <p>18 over again. Is there any way we can</p> <p>19 accelerate and expedite this process? And I'd</p> <p>20 like to offer a suggestion. That the board</p> <p>21 appoint one board -- one supervisor to meet</p> <p>22 outside of the meeting with our staff, with</p> <p>23 Neale, resolve these issues, work through a</p> <p>24 recommendation to the board with everybody's</p> <p>25 stamp.</p> | <p style="text-align: right;">Page 215</p> <p>1 they explained that they're -- they're not the</p> <p>2 cheapest in town and -- and -- but they have a</p> <p>3 lot more executives to pay for being high-end.</p> <p>4 THE CHAIR: Let's stay on -- let's stay</p> <p>5 on --</p> <p>6 MR. MAYS: Well, that's one of the</p> <p>7 things we need to do now.</p> <p>8 THE CHAIR: It is.</p> <p>9 MR. MAYS: We have to run conduit</p> <p>10 underneath the ground for these poles before</p> <p>11 we can even put the pour-and-play down. The</p> <p>12 pour-and-play is supposed to go down after</p> <p>13 this --</p> <p>14 THE CHAIR: Well, let me address the</p> <p>15 issue that -- we need to approve the retention</p> <p>16 of a gutter -- or a curbing contractor at some</p> <p>17 maximum price, but in order to do that, we</p> <p>18 also have to make sure that Neale is signing</p> <p>19 off on that curbing being ADA compliant and</p> <p>20 consistent with the project.</p> <p>21 MS. WHYTE: Okay.</p> <p>22 THE CHAIR: So if Neale comes back and</p> <p>23 says, "You guys can't put eight-inch ribbon</p> <p>24 curbing -- curbing on the ground with that</p> <p>25 pour-and-play," then we've got a problem.</p> |
| <p style="text-align: right;">Page 214</p> <p>1 It doesn't mean we don't have the right</p> <p>2 to ask questions, but it just comes back more</p> <p>3 as a composed recommendation from all of our</p> <p>4 constituents, and then we just vote it up or</p> <p>5 down. That's -- that process won't work if</p> <p>6 our staff needs something immediately from us</p> <p>7 today, obviously, but if they don't need</p> <p>8 something from us today, that would be my</p> <p>9 suggestion.</p> <p>10 MR. MAYS: The biggest things are the</p> <p>11 Baybridge Park stuff because that --</p> <p>12 MS. WHYTE: It's just going to hold it</p> <p>13 back.</p> <p>14 THE CHAIR: It's the most time</p> <p>15 sensitive.</p> <p>16 MS. WHYTE: It's going to push</p> <p>17 everything back.</p> <p>18 MR. MAYS: And even for the cameras. I</p> <p>19 mean -- and I'm not sure what the board is</p> <p>20 thinking. Do you think you want super, super</p> <p>21 high-end, or do you want a guy that we have</p> <p>22 had on the property that his -- we've seen his</p> <p>23 equipment is fine? He's a low-budget</p> <p>24 operation. That's why he's so much cheaper.</p> <p>25 I mean we talked with BCI today, and</p>                           | <p style="text-align: right;">Page 216</p> <p>1 MR. MAYS: Okay.</p> <p>2 THE CHAIR: But --</p> <p>3 MR. CHESNEY: I mean really --</p> <p>4 THE CHAIR: -- we have to address it</p> <p>5 right now.</p> <p>6 MR. ROSS: Then let's start making</p> <p>7 motions. And I don't mean to be cranky, but I</p> <p>8 am getting cranky.</p> <p>9 THE CHAIR: We need a motion to approve</p> <p>10 a curbing contractor to put in the -- the</p> <p>11 ribbon curbing around the pour-and-play in</p> <p>12 Glenduff -- or Baybridge Park. You know,</p> <p>13 there's an estimate of 250 linear feet at a</p> <p>14 cost not to exceed what amount, guys?</p> <p>15 MR. ARGUS: \$5,000, but it has to be</p> <p>16 ADA compliant.</p> <p>17 THE CHAIR: Subject to approval by the</p> <p>18 consultant.</p> <p>19 MR. CHESNEY: The consultant, yes.</p> <p>20 THE CHAIR: Okay. We have that motion.</p> <p>21 It was made by Mr. Ross?</p> <p>22 MR. ROSS: Sure, I'll make it.</p> <p>23 MR. ARGUS: Second.</p> <p>24 THE CHAIR: Seconded. Any further</p> <p>25 discussion?</p>   |

1 All in favor, raise your hand. That  
 2 motion passes five to nothing.  
 3 Next critical time issue for --  
 4 MR. MAYS: Cameras.  
 5 THE CHAIR: Cameras. It's my  
 6 understanding we went to our camera -- video  
 7 camera contractor we've used. I said, "Look,  
 8 it's a big dollar item. You need to go out  
 9 and get a competitive bid. See what the  
 10 market is."  
 11 And I suggested BCI, and I'll disclose I  
 12 know the owner of BCI. I know that they are a  
 13 high-end contractor, so --  
 14 MS. WHYTE: A fantastic product.  
 15 THE CHAIR: -- what we needed to know,  
 16 what -- what is the standard? What are we  
 17 getting? Are we comparing apples to apples,  
 18 and is our estimate realistic? And what were  
 19 the two estimates?  
 20 MR. MAYS: The estimate for Baybridge  
 21 Park for the cameras was -- 12,000?  
 22 MS. WHYTE: Just under \$13,000.  
 23 MR. MAYS: From who?  
 24 MS. WHYTE: From our contractor.  
 25 MR. MAYS: Federated Consultant?

1 MS. WHYTE: Federated Securities.  
 2 MR. MAYS: Federated Securities.  
 3 THE CHAIR: Okay.  
 4 MR. MAYS: And BCI --  
 5 MS. WHYTE: They pulled it all together.  
 6 They separated it, but they wouldn't separate  
 7 it because of their pricing, because they get  
 8 a better price when they pull -- you know, if  
 9 --  
 10 MR. CHESNEY: That was all four parks --  
 11 MS. WHYTE: That's all three parks.  
 12 MR. MAYS: All three parks were \$80,000.  
 13 MS. WHYTE: Actually, four parks,  
 14 correct, because they'll switch over to the  
 15 actuating fountain, as well, in the center  
 16 island.  
 17 We have not gotten a price from  
 18 Federated for Glenclyff, because there's a lot  
 19 of what-if factors and what did your board  
 20 want and what do you want to cover? So we  
 21 still have a little bit of time; until the  
 22 next board meeting. Wait a minute. That's  
 23 May.  
 24 THE CHAIR: Yeah. How much -- how much  
 25 was Baybridge for the first contractor?

1 MS. WHYTE: Thirteen -- just under  
 2 13,000.  
 3 THE CHAIR: Okay. So if we divide this  
 4 by three, it's 25,000 for BCI.  
 5 MR. CHESNEY: Yeah, but Baybridge is  
 6 going to be less than Glenclyff.  
 7 MS. WHYTE: No, they're all eight  
 8 cameras.  
 9 MR. CHESNEY: They're all the same  
 10 number?  
 11 MS. WHYTE: Yeah, that's with eight  
 12 cameras and eight -- a DVR and eight --  
 13 MR. MAYS: Two of them were eight, and  
 14 one of them was four cameras.  
 15 THE CHAIR: BCI gave us materials. Are  
 16 we getting comparable equipment from the other  
 17 contractor?  
 18 MR. MAYS: According to BCI, no.  
 19 MS. WHYTE: No.  
 20 MR. MAYS: They make top-of-the-line  
 21 stuff, and that's what my concern is -- the  
 22 board has to make a decision on whether they  
 23 want top-of-the-line stuff or good-quality  
 24 equipment. We have seen what the equipment is  
 25 that Federated -- or Federated Securities

1 does, because we've gotten it at four or five  
 2 -- four of the gates. So I mean we can pull  
 3 it up at any time and see it so we have seen  
 4 it.  
 5 But Confederate -- I mean they -- they  
 6 pick the same four gigabyte on the DVR, so  
 7 that's similar, but their brand they say is  
 8 better. They say --  
 9 MR. CHESNEY: The cameras --  
 10 MR. MAYS: -- their cameras are better,  
 11 too, so --  
 12 MR. ARGUS: Camera resolution is the  
 13 same for both of them?  
 14 MS. WHYTE: No. Keep in mind, they're  
 15 buying the top -- they're buying a Mercedes or  
 16 a BMW. That's what they're using. And it's  
 17 -- the resolution is much tighter. Their  
 18 program is more -- is different. Like we use  
 19 a generic third-party program right now. It  
 20 works. It has little glitches sometimes.  
 21 THE CHAIR: Again, I don't have the  
 22 first contractor's estimate. I understood  
 23 that they -- I understood that all they do is  
 24 feed a TV in your office?  
 25 MS. WHYTE: No.

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1 MR. MAYS: Well --

2 THE CHAIR: There's a processor, a hard-

3 drive --

4 MS. WHYTE: That's all over at the

5 parks. There's a box -- a metal box. It's

6 got routers; it's got fans; it's got --

7 THE CHAIR: I guess I've never seen

8 that.

9 MS. WHYTE: Yeah, we have them at The

10 Greens and Harbor Links. A battery back-up

11 and --

12 MR. MAYS: Battery back-ups. It's got a

13 modem for Bright House, so we can actually feed

14 it from your camera or -- or your gate to a

15 cell phone even or -- with an IP address.

16 THE CHAIR: Okay. I guess this

17 supervisor, if I -- it's hard for me, because

18 am I getting a much better product for 25,000

19 versus 13,000? And you're shaking your head

20 yes.

21 MS. WHYTE: Absolutely.

22 THE CHAIR: All right. And we need to

23 make a fundamental decision. Do we want high

24 -- high-def cameras that work at night and

25 everything that we could turn over to law

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1 enforcement, which in my eyes is really the

2 why we're doing this?

3 MR. ARGUS: Right.

4 THE CHAIR: I don't have any desire to

5 have staff watching people in the park all day

6 long. I think what we're trying to do is get

7 a good image of anybody committing crimes in

8 our parks that we could turn over to law

9 enforcement.

10 What I want to know is, is the other low

11 bid of good enough quality that police could

12 use that for enforcement purposes or

13 prosecution purpose, or do we need that higher

14 definition?

15 MR. MAYS: It is questionable. That's

16 why -- I mean if I had to tell you my

17 recommendation, I'd say spend the extra money

18 on security and make sure it's right.

19 MR. CHESNEY: Well, I mean I --

20 MR. MAYS: I mean I know it's a little

21 bit more, but --

22 MR. CHESNEY: Well, how do we know what

23 the resolution is on the other -- the current

24 contractor?

25 MS. WHYTE: It's 1080p. And what he

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1 described to us --

2 MR. CHESNEY: I mean these are -- these

3 are two megapixels -- these cameras. These

4 don't look that fantastic in this thing.

5 MS. WHYTE: But the way he described it

6 is, is, you know, like our -- the first

7 contractor had a Sony camera, but he said it

8 may -- unless it says Sony on it, it may have

9 Sony components on it. And that's how he

10 classified it as a Sony. Have we used it?

11 Yes. Have we had trouble with resolution at

12 times? Yes.

13 MR. MAYS: A couple of times, yes.

14 MS. WHYTE: You know, the program

15 itself, is it user friendly? Not so much, but

16 we can manage it for what they need. But in

17 the park where we're trying to get possibly

18 facial, we don't want a movement, their

19 program is really quite unique. Because he

20 did describe it to us, that we can program the

21 program that they use to -- to feed back. If

22 -- a cat, a dog, a raccoon, a opossum will not

23 record.

24 MR. ARGUS: What's staff recommendation,

25 which way to go? It almost sounded like you

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1 were endorsing BCI.

2 MR. MAYS: I say yes.

3 MS. WHYTE: Yeah. I would have to

4 concur with --

5 MR. ARGUS: So moved for Baybridge.

6 MR. ROSS: Second.

7 MR. CHESNEY: Well, the proposal is for

8 all of them.

9 MS. WHYTE: For all the parks.

10 THE CHAIR: Yeah, that's the problem.

11 MR. ARGUS: The motion is for staff to

12 negotiate specifically for Baybridge with BCI.

13 MS. WHYTE: They won't separate it. I

14 don't think.

15 THE CHAIR: We only have a quote from

16 the first contractor for Baybridge?

17 MS. WHYTE: No, we have Baybridge --

18 MR. MAYS: And West Park Village.

19 MS. WHYTE: -- West Park Village and the

20 actuating fountain. We have not --

21 MR. CHESNEY: And how much are the

22 others?

23 MS. WHYTE: 4,000.

24 MR. MAYS: His is 4,000 for West Park

25 Village. That's four cameras. It's small.

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1 MS. WHYTE: So that's like \$17,000 so  
2 far.  
3 MR. CHESNEY: Well, how about this? How  
4 about we -- how about we authorize up to this  
5 amount -- make your motion a little more  
6 specific, but you can -- but we contract out  
7 -- we -- we do -- I can do a slight amount of  
8 research on the cameras.  
9 MS. WHYTE: Well, let's put it this way:  
10 The contractor did say if you guys are  
11 interested, he would be honored and -- and  
12 "I'm proud to bring it in and do a demo with  
13 you." So you can see the programs, the  
14 resolutions of the camera. He'll do all that.  
15 MR. CHESNEY: I'm going to go back to  
16 Brian's suggestion. I mean we can -- you  
17 know, we can look it up. I mean -- I mean if  
18 these are truly better, then, yeah, I agree  
19 with Mark. I mean we have to have, you know,  
20 the best --  
21 MR. ARGUS: I'll amend the motion not to  
22 exceed twenty -- what was it? A quarter of  
23 80,000?  
24 THE CHAIR: 25,000.  
25 MR. ARGUS: Not to exceed 20,000?

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1 MR. MAYS: Can't do that.  
2 MS. WHYTE: It's not. It's one invoice.  
3 MR. MAYS: We've got two eights and one  
4 four, though, so your --  
5 MR. CHESNEY: Okay. Not to exceed  
6 25,000. Staff will negotiate the best price  
7 possible.  
8 MR. MAYS: I don't even think it's 25  
9 for one park. If you do the math --  
10 THE CHAIR: 20 something.  
11 MS. WHYTE: But keep in mind he can't --  
12 MS. MCCORMICK: I think it's more,  
13 because that's eight cameras, and one park is  
14 only four cameras.  
15 THE CHAIR: So there's eight, eight and  
16 four?  
17 MR. MAYS: Yes, sir.  
18 THE CHAIR: Well, going through the  
19 simple math --  
20 MR. MAYS: It would be 30, 30 and 20, I  
21 think.  
22 MR. ARGUS: Okay. Not to exceed 30,000.  
23 THE CHAIR: And I want to move this  
24 along, but is there any reason why we wouldn't  
25 take the bid for all of the projects if we're

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1 -- if we're buying the better quality?  
2 MR. CHESNEY: Because I -- I don't --  
3 THE CHAIR: I'd be more inclined to  
4 authorize you to go back at a sum not to  
5 exceed \$72,000 or something like that for the  
6 total project.  
7 MR. ARGUS: I'll accept that.  
8 THE CHAIR: Well --  
9 MR. CHESNEY: Well, while I agree with  
10 you, I still don't -- I don't have enough  
11 information. The proposals --  
12 THE CHAIR: The details aren't in here?  
13 MR. CHESNEY: -- on the cameras --  
14 there's not enough detail on the cameras for  
15 Federated versus BCI.  
16 MR. ARGUS: Excuse me. I need to leave.  
17 MR. CHESNEY: Again, apples and oranges.  
18 THE CHAIR: Thank you. The record will  
19 reflect Mr. Argus had to step away and leave  
20 the meeting.  
21 MS. WHYTE: We asked for apples to  
22 apples, but it was very difficult because they  
23 will not use subpar cameras. They don't use  
24 those cameras, so that's why we couldn't get  
25 apples to apples.

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1 THE CHAIR: The contractor we've used  
2 said what about the differences in the two  
3 cameras, if anything?  
4 MR. MAYS: The one that we use?  
5 THE CHAIR: Yeah, our current --  
6 MR. MAYS: He didn't say anything.  
7 MS. WHYTE: He didn't say anything.  
8 MR. MAYS: He's more -- he supports his  
9 cameras 100 percent.  
10 THE CHAIR: But those are the same  
11 cameras we've had image issues with?  
12 MR. MAYS: No. Those camera have been  
13 changed out, because that was a previous  
14 contractor. This is a new guy we have. We've  
15 had him for a couple years now.  
16 MS. WHYTE: But we've had trouble with  
17 those cameras for resolution.  
18 MR. MAYS: That's what I'm saying. We  
19 have had some issues a couple of times, but --  
20 and it's not the cameras. It's more of the  
21 lighting. I mean if you don't have light,  
22 sometimes some of these cameras --  
23 THE CHAIR: I thought these were night  
24 vision?  
25 MR. MAYS: They are, but they still need

1 -- some of them still need some sort of light  
2 in the area to pick it up.  
3 MS. WHYTE: One of the things that  
4 BCI told us this morning is their cameras will  
5 adjust themselves when you have direct  
6 sunlight on them. Just as an example, when we  
7 have a light up against that in the morning,  
8 you don't see nothing on the camera. It's a  
9 glare.  
10 MR. MAYS: Yeah, when the sun shines --  
11 MS. WHYTE: BCI's cameras adjust and  
12 compensate for that that and clear up the  
13 resolution. Don't ask me how, but that's what  
14 he said it does.  
15 MR. MAYS: I know it's a lot more money,  
16 but --  
17 THE CHAIR: Mr. Ross.  
18 MR. ROSS: I don't want to go backwards,  
19 but what -- what I kind of heard you guys  
20 saying is, "I'm not really clear what the  
21 BCI proposal is going to be getting us in real  
22 benefit." That you bought off on the concept  
23 that we want to get the better cameras; you're  
24 just not convinced this is, in fact, the  
25 better camera.

1 MR. CHESNEY: Yeah. I mean 75 grand  
2 sounds fine, but I want to believe that -- to  
3 my mind that they're the better camera.  
4 MR. ROSS: Just affirming what I hear  
5 you saying is -- I represented a security  
6 camera company before, and to paraphrase their  
7 statements to me: You get what you pay for.  
8 If your purpose is for deterrence, go  
9 get a cheap camera. If you intend to really  
10 use it as a tool and you intend to really look  
11 at it and give it to your police and give it  
12 to your local -- whoever it may be, get the  
13 best kind that you can get.  
14 And so that's what I hear you guys  
15 saying; let's get the best kind. So let's  
16 just do a not-to-exceed motion, and then you  
17 guys can work out whether we really are  
18 getting the best kind.  
19 MR. CHESNEY: I don't have a problem  
20 approving 75 grand for all the cameras on the  
21 parks.  
22 MR. ROSS: Is there a motion pending?  
23 I don't remember.  
24 MR. CHESNEY: Yeah.  
25 THE CHAIR: Okay. Do we have a second?

1 MR. CHESNEY: Who made the motion?  
2 THE CHAIR: He did.  
3 MR. MILLS: I'll second.  
4 THE CHAIR: We have a second.  
5 Discussion. Did BCI tell you that they have  
6 three different levels of cameras, or this is  
7 the camera they install?  
8 MR. MAYS: This is the camera they  
9 install. He says it's the top of the line.  
10 It's the best camera they put out there,  
11 because it -- I mean there's other things like  
12 PTZs -- you know, pan, tilt and zoom -- that  
13 you can go in on things, but we're not even  
14 talking that. We're just talking a basic --  
15 I mean the best camera that they put out for  
16 this -- our needs.  
17 MR. MILLS: Did I hear you say he would  
18 do a demo for us?  
19 MS. WHYTE: Of the camera.  
20 MR. MILLS: So might I suggest we --  
21 I mean we have to move forward, right, on  
22 Baybridge?  
23 MR. MAYS: At least Baybridge Park.  
24 MR. MILLS: But perhaps for peace of  
25 mind and just to confirm we did the right

1 thing, maybe he comes in next month and does a  
2 quick --  
3 THE CHAIR: I've seen their installs.  
4 They are an absolute top-flight company.  
5 MR. MAYS: Oh, yeah.  
6 THE CHAIR: I have no concerns. I just  
7 don't know if they offer different tiers or  
8 cameras, because, you know, they do -- they  
9 don't do homes. This is not what they  
10 ordinarily bid on. They do major buildings.  
11 Major high-security scenarios.  
12 MR. MAYS: Oh, yeah.  
13 THE CHAIR: So if he's telling you this  
14 is the camera that they would use in this  
15 application -- they understood we wanted it  
16 for law enforcement purposes?  
17 MS. WHYTE: Uh-huh.  
18 THE CHAIR: That was communicated to  
19 them?  
20 MR. MAYS: I mean he even -- he even --  
21 the price is a little bit higher, too, because  
22 he's got poles in there. Where the other guy  
23 hangs it on -- he's talking about putting it  
24 on a TECO power pole or mounting it to a tree.  
25 So there's some different costs there. Those

1 are like fifteen-hundred dollars apiece just  
 2 for the poles.  
 3 THE CHAIR: Can we mount it to the TECO  
 4 poles?  
 5 MR. MAYS: Not without permission, but  
 6 we can probably get it.  
 7 MR. CHESNEY: I'm going to start --  
 8 you're wearing me down. I'll --  
 9 THE CHAIR: We have a motion that's been  
 10 seconded.  
 11 MR. CHESNEY: Up to 75,000.  
 12 THE CHAIR: Any further discussion?  
 13 MR. CHESNEY: For all -- whatever it is,  
 14 75,998.34.  
 15 THE CHAIR: Oh, I thought we knocked it  
 16 down to 75,000?  
 17 MS. WHYTE: We can go back to them and  
 18 see if they'll negotiate.  
 19 THE CHAIR: Okay. So the proposal  
 20 amount.  
 21 MR. CHESNEY: Yeah.  
 22 THE CHAIR: It's a thousand dollars.  
 23 MS. WHYTE: We'll try our best.  
 24 MR. CHESNEY: Yes.  
 25 THE CHAIR: All right. All in favor of

1 the motion, please raise your hand.  
 2 That motions passes four to nothing.  
 3 And, again, I have no financial interest  
 4 whatsoever in BCI. I just know the owner, and  
 5 I have seen the security system at his home,  
 6 and it's -- I said, "Would you ever do that  
 7 for me?"  
 8 And they said, "No, never. We don't do  
 9 homes." But they do the owner's home.  
 10 MS. WHYTE: Yeah. Okay. Custom  
 11 cabinets. We ordered the new cabinets, just  
 12 so you know, for the smaller playground at  
 13 Baybridge Park. We're picking it up tomorrow.  
 14 It's done. It will be ready, and I don't know  
 15 when Doug is planning on putting it up.  
 16 Central Concrete, we had to do a --  
 17 THE CHAIR: Doug will put it up?  
 18 MS. WHYTE: They actually dug up --  
 19 MR. MAYS: Oh, yeah. We take them down  
 20 and put them up.  
 21 MS. WHYTE: We actually found it when  
 22 grading. They found a drain.  
 23 MR. MAYS: Yeah. Apparently, there was  
 24 a drain in the middle of that park that had  
 25 been there for years. It was buried.

1 THE CHAIR: Which park?  
 2 MR. MAYS: Baybridge Park.  
 3 THE CHAIR: Where?  
 4 MR. MAYS: Right next to --  
 5 MR. CHESNEY: Right in the middle?  
 6 MR. MAYS: Yeah, right in the middle  
 7 almost.  
 8 MS. WHYTE: By the flag pole?  
 9 MR. MAYS: Yeah. If you go to the flag  
 10 pole and you can see it right -- maybe from me  
 11 to this wall.  
 12 THE CHAIR: Two feet of mulch in it?  
 13 MR. MAYS: Oh, yeah.  
 14 MS. WHYTE: It was buried.  
 15 MR. MAYS: We've already contacted  
 16 Florida Jet to come out and try to clean those  
 17 drains out. Because we also found some drains  
 18 that me and Tonja have been trying to locate  
 19 for years. We found one of them. We're still  
 20 trying to locate the other. They're up by the  
 21 gate. And when I asked Tonja about that --  
 22 I asked, "Why are they covered up?"  
 23 She goes, "Because sometimes contractors  
 24 feel like the plant material is more important  
 25 than the drainage." There's six to eight

1 inches of dirt on top of a drain box. And we  
 2 wonder why the Baybridge tunnel is flooding?  
 3 THE CHAIR: Don't bill -- don't bill  
 4 that clean-out to the project. That should go  
 5 to just regular storm --  
 6 MR. MAYS: Okay.  
 7 MS. WHYTE: Oh, I already did.  
 8 MR. MAYS: We haven't don't it.  
 9 MS. WHYTE: Oh, the clean-up, no, but  
 10 the rebuilding of it.  
 11 MR. MAYS: We did the rebuilding of it.  
 12 We had to rebuild the drain mats.  
 13 THE CHAIR: You would have to lift it,  
 14 wouldn't you?  
 15 MR. MAYS: We actually had to three  
 16 inches, yeah. Plus it was made with brick,  
 17 and it was broke, so we had -- and we --  
 18 I bought a new steel grate for it, too,  
 19 because it was rusted, because it's been  
 20 sitting under dirt and mulch for years.  
 21 THE CHAIR: Make sure Neale signs off on  
 22 that.  
 23 MR. MAYS: Okay. Well, the guys -- of  
 24 course, it's their company; the people that  
 25 are putting it in. Their man is also a parks

1 -- a certified parks person, too. So they  
 2 have certain distances and everything that  
 3 everything has to be away from -- from that  
 4 drain.  
 5 MS. MCCORMICK: Who is that? Who are  
 6 you talking about?  
 7 MS. WHYTE: The owner of APARK.  
 8 MS. MCCORMICK: Oh, the owner of APARK.  
 9 MR. MAY: Yeah. Of course --  
 10 THE CHAIR: We would like his  
 11 certification, too.  
 12 MS. MCCORMICK: Yeah.  
 13 MR. MAY: He does -- and he has been  
 14 out there saying, "No, we can't put this here.  
 15 It's too close to this."  
 16 THE CHAIR: That's good.  
 17 MR. MAY: "You need to root prune a  
 18 little bit more. We've got to get this area  
 19 opened up."  
 20 THE COURT: So that's already done?  
 21 MS. WHYTE: That's done.  
 22 THE COURT: Okay. And you're going to  
 23 get them blown out and cleaned out?  
 24 MR. MAY: Yeah, we're getting them  
 25 cleaned out.

1 MS. WHYTE: It's all generic; very  
 2 generic. The only thing that I've asked them  
 3 to downgrade -- and I'm still waiting for him  
 4 to cut his price a little bit -- is he had  
 5 proposed a two toilet roll holder and I want  
 6 one, because it's a little bit more toilet  
 7 paper to -- you know, with the kids. They'll  
 8 just -- so we reduced it down to one, and he  
 9 didn't come back to me to see whether or not  
 10 that's going to change the price. But if it  
 11 is, it's minimal, so -- but everything else is  
 12 pretty generic. Hand dryer, hands-free. A  
 13 hands-free faucet.  
 14 MR. MAY: Changing tables.  
 15 MS. WHYTE: Changing tables.  
 16 MR. MAY: Handrails. You know, ADA  
 17 handrails and things like that.  
 18 THE CHAIR: Is it the same changing  
 19 table that you bolt onto the wall?  
 20 MR. MAY: Pretty much, yeah.  
 21 THE CHAIR: Is there any difference in  
 22 the quality of what we're getting between  
 23 those two bids?  
 24 MS. WHYTE: I didn't see a spec sheet  
 25 from the other gentleman from Sax. Doug

1 THE CHAIR: Okay.  
 2 MR. MAY: So I mean the other thing I  
 3 would say that we need to make sure we approve  
 4 I think now is the bathrooms. And we have  
 5 gotten you two estimates on the bathrooms and  
 6 --  
 7 THE CHAIR: What are they?  
 8 MS. WHYTE: Lakeside -- Lakeside is  
 9 forty --  
 10 MR. MAY: About 42,000 for all three of  
 11 them.  
 12 THE CHAIR: All three?  
 13 MS. WHYTE: All three. For all three  
 14 bathrooms. Very generic products; very  
 15 standard.  
 16 MR. MAY: Yeah.  
 17 MS. MCCORMICK: Are they ADA compliant?  
 18 MS. WHYTE: It is all ADA compliant.  
 19 MS. MCCORMICK: Okay.  
 20 MS. WHYTE: Sax is the other one which  
 21 you guys looked at, which is like 80,000 for  
 22 the three restrooms. That's --  
 23 THE CHAIR: Is the equipment comparable?  
 24 MS. WHYTE: It's generic.  
 25 MR. MAY: Yeah.

1 dealt with him.  
 2 THE CHAIR: Did you ask the 80,000 why  
 3 he was twice as much as the 40,000?  
 4 MR. MAY: No. No, I did not.  
 5 MR. MILLS: Who was twice as much?  
 6 MS. WHYTE: Sax.  
 7 THE CHAIR: That was the first bidder?  
 8 MS. WHYTE: Yes.  
 9 MR. MILLS: And that was the one I  
 10 raised the issue that has no commercial  
 11 language on their website at all.  
 12 MS. WHYTE: That's it.  
 13 MR. MILLS: They're a home builder, and  
 14 there was hints of change orders and things  
 15 that may or may not be included, and I mean --  
 16 MS. WHYTE: Plumbing and drainage and  
 17 stuff like that.  
 18 MR. MILLS: But this other guy came in  
 19 at half the price?  
 20 MS. WHYTE: He's a plumber.  
 21 THE CHAIR: And you're comfortable with  
 22 that contractor?  
 23 MR. MAY: I'm comfortable with the  
 24 contractor. I'm just -- I'm just curious what  
 25 he's going to run into when we get into it.



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1       Because we talked to our -- our plumber that  
 2       we use on the property about like, for  
 3       instance, the water fountains and stuff, and  
 4       sometimes he tells us, "Your pipes aren't big  
 5       enough."  
 6       So I'm just wondering if once he gets  
 7       into this plumbing and goes to put in, you  
 8       know, a -- a sink that's hands-free, does --  
 9       I'm no professional on this stuff. So does  
 10       hands-free require electric? It seems like it  
 11       would need some sort of electric to send a  
 12       sensor to the beam that tells it to do it, so  
 13       -- I know we have electric right there, but  
 14       are we going to get kicked for a few dollars  
 15       for the electric? The wire -- for wiring  
 16       these bathrooms properly. So that's -- that's  
 17       my concern.  
 18       THE COURT: What does the contract say  
 19       in terms of having it site ready?  
 20       MS. WHYTE: Well, Erin will be  
 21       re-reading the contract. She's already  
 22       indicated that --  
 23       THE CHAIR: Okay.  
 24       MS. WHYTE: -- to make sure that all of  
 25       the specs and --

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1       THE CHAIR: But they saw the -- they saw  
 2       the bathrooms. Right?  
 3       MR. MAYS: Yes.  
 4       THE CHAIR: There's no unforeseen or  
 5       hidden conditions.  
 6       MR. MAYS: There shouldn't be. I mean  
 7       I'll argue it with him if it comes up, but  
 8       I mean there is power right there. He knows  
 9       he needs power, so run you a wire, you know --  
 10       so that's just my -- me thinking out loud here  
 11       with --  
 12       THE CHAIR: Do we have an electrical  
 13       contractor?  
 14       MR. MAYS: Yes. Yeah, we do.  
 15       THE CHAIR: That will do a small job  
 16       like that just on the fly?  
 17       MS. WHYTE: He's done a lot of stuff for  
 18       us.  
 19       MR. MAYS: Yeah, because we had to move  
 20       one of the light conduits for the Baybridge  
 21       Park to install one of the pipes. One of the  
 22       pipes for the playground equipment was right  
 23       in the middle of it, so we had to move that  
 24       around. He came out the next day and took  
 25       care of it for us.

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1       THE CHAIR: Okay. Do we have a motion  
 2       on the bathrooms? So is your recommendation  
 3       we accept the 40,000-dollar bid for all three  
 4       bathrooms?  
 5       MR. MAYS: Yes.  
 6       MR. CHESNEY: What's the name of the  
 7       place?  
 8       MS. WHYTE: It's Lakeside Plumbing.  
 9       MR. MILLS: I'll make that motion.  
 10       MR. CHESNEY: Second.  
 11       THE CHAIR: Any further discussion?  
 12       All in favor, please raise your hand.  
 13       That motion passes four to nothing.  
 14       What else do we have to address tonight?  
 15       MS. WHYTE: Tapco. Just to let you  
 16       know, Tonja has requested when we do repave  
 17       all of the parking lots at Baybridge,  
 18       Glendiff and that, she's requested stop signs  
 19       and stop bars at each of the exits, because  
 20       we're going from private property onto common  
 21       county property. And so we -- we ordered all  
 22       of those stop signs. They're already on  
 23       order. They should be here within another two  
 24       weeks, but just to let you know it was Tonja's  
 25       request that --

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1       MR. MAYS: Plus we did have a resident  
 2       request it at Glendiff Park, because when you  
 3       pull out, you can just pull out. So we got  
 4       stop signs.  
 5       THE CHAIR: Did we have to get county  
 6       approval or those signs?  
 7       MS. WHYTE: They're on private property,  
 8       but they do meet the standards and the  
 9       requirements of a private road and of a --  
 10       Tonja gave me a whole list, so --  
 11       THE CHAIR: So they're FDOT compliant?  
 12       MR. MAYS: Yeah.  
 13       MS. WHYTE: And they were in compliance  
 14       with what she said we needed.  
 15       MR. MAYS: She said it's the county's  
 16       recommendation.  
 17       THE CHAIR: What did that cost?  
 18       MS. WHYTE: That was twenty-five hundred  
 19       dollars for --  
 20       THE CHAIR: Do we need approval?  
 21       MS. WHYTE: -- all four, and --  
 22       THE CHAIR: Wow, they're expensive.  
 23       MS. WHYTE: Well, they're stop signs.  
 24       The posts have to be a certain height; all of  
 25       that.

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|---|--|
| <p style="text-align: right;">Page 245</p> <p>1 MR. MAYS: Frames. Just like the ones<br/> 2 -- the custom ones.<br/> 3 THE CHAIR: Do we -- do we need to<br/> 4 approve that, or is that --<br/> 5 MS. WHYTE: No. No, it's already<br/> 6 ordered, so thank you.<br/> 7 THE CHAIR: Do you know the exact<br/> 8 number?<br/> 9 MS. WHYTE: Yeah. It was \$2,500. \$649<br/> 10 for Baybridge Park if you needed to break it<br/> 11 down.<br/> 12 THE CHAIR: Okay.<br/> 13 MS. WHYTE: And then the balance goes to<br/> 14 Glenciff, because there's three.<br/> 15 THE CHAIR: Motion to approve staff's<br/> 16 selection of the signs at the cost just said?<br/> 17 MR. BARRETT: What was the cost?<br/> 18 MR. ROSS: Second.<br/> 19 MS. WHYTE: 2,500. Just roughly 2,500<br/> 20 some odd dollars.<br/> 21 MR. MILLS: I'll make a motion.<br/> 22 THE CHAIR: Okay. Mr. Mills made that<br/> 23 motion. Seconded by Mr. Ross.<br/> 24 Any further discussion?<br/> 25 All in favor, please raise your hand.</p>  | <p style="text-align: right;">Page 247</p> <p>1 MS. WHYTE: This invoice -- it has to be<br/> 2 ordered from Rep Services, and it's 9,947.50.<br/> 3 They're very expensive, but all picnic tables<br/> 4 are. They're cast --<br/> 5 MR. CHESNEY: But these match the other<br/> 6 ones, so --<br/> 7 MS. WHYTE: They will match, but they're<br/> 8 not long. They're square.<br/> 9 THE CHAIR: This is the same one we had<br/> 10 at Glenciff. Correct?<br/> 11 MS. WHYTE: No, Baybridge.<br/> 12 THE CHAIR: Well, we had similar ones --<br/> 13 remember we were looking at one.<br/> 14 MR. MAYS: They're different though.<br/> 15 Instead of the two sides like a normal picnic<br/> 16 bench, these are four-sided.<br/> 17 MR. ROSS: I'll move to approve.<br/> 18 MR. CHESNEY: Second.<br/> 19 THE CHAIR: A motion to approve and a<br/> 20 second. Any further discussion?<br/> 21 All in favor, please raise your hand.<br/> 22 The motion passes four to nothing.<br/> 23 MS. WHYTE: Thank you.<br/> 24 THE CHAIR: We're buying one of those<br/> 25 for Baybridge?</p>      |
| <p style="text-align: right;">Page 246</p> <p>1 That motion passes four to nothing.<br/> 2 MS. WHYTE: The only other request I<br/> 3 have for Baybridge Park -- and you don't<br/> 4 necessarily need to approve it today as a<br/> 5 matter of fact -- is new seating underneath<br/> 6 Baybridge Park Pavilion 1, the white one.<br/> 7 We'd like to go with the decorative to match<br/> 8 the picnic tables we have at each of our<br/> 9 pavilions.<br/> 10 And these are -- I suggested a four-<br/> 11 seater. Excuse me. A four-seater, two tables<br/> 12 with four seats; one table with three seats;<br/> 13 and one table with two seats. And they are<br/> 14 ADA compliant. You can pull a wheelchair up<br/> 15 to them. They would be embedded into the<br/> 16 playground, into the concrete through the<br/> 17 pavilion. We can -- obviously, if we need to<br/> 18 next year, if you feel there's a need for it,<br/> 19 we can add to it.<br/> 20 I think starting with four is good,<br/> 21 because those tables that we have there are<br/> 22 the wooden ones, and they're very, very<br/> 23 dangerous. We've been there where a kid just<br/> 24 ran right into it. Right forehead and all.<br/> 25 MR. CHESNEY: So how much?</p> | <p style="text-align: right;">Page 248</p> <p>1 MS. WHYTE: No. These are -- there's --<br/> 2 there is -- we're purchasing four. I've got<br/> 3 two four-seaters, one three-seater and one<br/> 4 two-seater.<br/> 5 THE CHAIR: All going in Baybridge?<br/> 6 MS. WHYTE: All going in Baybridge Park<br/> 7 underneath Pavilion 1.<br/> 8 THE CHAIR: Are we going to see a<br/> 9 comparable proposal for Glenciff Park?<br/> 10 MS. WHYTE: I haven't gotten that yet,<br/> 11 but with Glenciff we're -- we're still going<br/> 12 to be discussing it. We don't want to have to<br/> 13 put it inside the pour-and-play.<br/> 14 THE CHAIR: Oh, right.<br/> 15 MR. MAYS: Yeah. We don't --<br/> 16 THE CHAIR: Right.<br/> 17 MR. MAYS: -- have the same set-up over<br/> 18 there, so we needed new tables. These are old<br/> 19 -- four old tables that have been here<br/> 20 forever. Old wood and --<br/> 21 MS. WHYTE: They're wood, wood, wood.<br/> 22 MR. MAYS: So that's why.<br/> 23 MR. CHESNEY: Well, they were before we<br/> 24 had the --<br/> 25 MR. MAYS: Right.</p> |

1 MR. CHESNEY: -- addition.  
 2 THE CHAIR: I don't mean to create work  
 3 here, but what are we doing with the tables  
 4 that are out in the nature area out on the  
 5 pads?  
 6 MR. MAYS: A couple have been changed,  
 7 but we still have a couple of the wooden ones,  
 8 I think, too, so --  
 9 THE CHAIR: Is it still good?  
 10 MR. MAYS: Well --  
 11 MS. WHYTE: We don't know.  
 12 MR. MAYS: We don't do too much with  
 13 them, because the kids like to sit back there  
 14 and do their thing, so we just --  
 15 THE CHAIR: Let it be?  
 16 MR. MAYS: I'm not going to give them  
 17 something new. We're not going to go back  
 18 there and paint it.  
 19 MR. CHESNEY: Something cushioned?  
 20 MR. MAYS: Yeah, something cushioned to  
 21 burn.  
 22 MR. BARRETT: Is that what they're  
 23 doing?  
 24 MR. MAYS: They like to burn them.  
 25 THE CHAIR: I didn't mean to get

1 THE CHAIR: -- it down?  
 2 MS. WHYTE: -- two hundred and thirty-  
 3 nine dollars.  
 4 MR. MAYS: Yeah.  
 5 MS. WHYTE: It's not been one.  
 6 MR. MAYS: They're going to mill it  
 7 down. They were going to just do it on the  
 8 edges. You know how you do like --  
 9 THE CHAIR: Right.  
 10 MR. MAYS: -- one on the side --  
 11 THE CHAIR: Encapsulate it.  
 12 MR. MAYS: Exactly.  
 13 MR. ROSS: Move to approve.  
 14 MR. MAYS: So it matches.  
 15 MR. CHESNEY: Second.  
 16 THE CHAIR: We have a motion to approve,  
 17 and it's been seconded. The 17,000-some-odd  
 18 dollars.  
 19 MS. WHYTE: \$239.  
 20 MS. BARRETT: Is that just Baybridge  
 21 Park?  
 22 THE CHAIR: That's Baybridge.  
 23 MS. WHYTE: Baybridge. The only other  
 24 thing -- have you voted?  
 25 THE CHAIR: We're in discussion.

1 distracted on that.  
 2 MR. MAYS: That -- I'm not sure what you  
 3 said about ACPLM on the parking lot. Did you  
 4 approve the parking -- the --  
 5 THE CHAIR: What was the --  
 6 MR. MAYS: -- three parking lots?  
 7 THE CHAIR: What was the cost?  
 8 MS. WHYTE: I knew you'd ask me that.  
 9 Let me --  
 10 THE CHAIR: We're satisfied with the  
 11 work they've done in the past?  
 12 MR. MAYS: Yes.  
 13 THE CHAIR: And their pricing is  
 14 consistent with what they've done in the past?  
 15 MR. MAYS: Usually it's -- yes. And  
 16 they're usually the cheapest.  
 17 MS. WHYTE: I sent everything to Tonja.  
 18 MR. MAYS: Tonja will tell you. We sent  
 19 it to Tonja for her reviewing, and she --  
 20 MS. WHYTE: Yeah. Originally they just  
 21 wanted do some sort of partial, and Tonja  
 22 said, no, she wanted it milled all the way  
 23 down.  
 24 THE CHAIR: They're milling --  
 25 MS. WHYTE: Seventeen thousand --

1 MS. WHYTE: Okay. The only other thing  
 2 that she had requested -- this was just  
 3 regular striping. Tonja had suggested since  
 4 we're going through this expense and we're  
 5 doing it, to do thermal plastic for the parks.  
 6 All of the parking lots, all of the stop bars,  
 7 all of that at \$1,500.  
 8 ACPLM will do it, but it can't --  
 9 they'll do a temporary striping, but it has to  
 10 -- the asphalt has to cure for 30 days. And  
 11 that was not on this proposal. That was a  
 12 secondary proposal that she requested.  
 13 MR. ROSS: I'll accept that modification  
 14 to my motion.  
 15 MR. CHESNEY: I accept it.  
 16 MR. MAYS: 30 days later they'll come  
 17 back.  
 18 THE CHAIR: Right. Tonja recommended  
 19 that?  
 20 MS. WHYTE: Yes.  
 21 THE CHAIR: Because that stuff comes off  
 22 pretty easily.  
 23 MS. WHYTE: Thermal plastic? She  
 24 figures it will last about 10 years.  
 25 THE CHAIR: If it's installed properly.

1 It will last about 30 days if it's not.  
 2 MS. WHYTE: There's a guarantee I would  
 3 presume. I hope.  
 4 THE CHAIR: Yeah. I'm assuming Erin is  
 5 not going to have a that-looks-good warranty  
 6 in her contract.  
 7 MS. WHYTE: You're doing that on the  
 8 contract?  
 9 THE CHAIR: All right. We have a motion  
 10 to approve the -- I can't say the acronym, but  
 11 with the additional 1,500-dollar thermal  
 12 plastic lettering and striping. Any further  
 13 discussion?  
 14 All in favor, please raise your hand.  
 15 That motion passes four to nothing.  
 16 MR. MAYS: That's all that I think we  
 17 need for Baybridge to make sure that we stay  
 18 on schedule with that park.  
 19 THE CHAIR: Okay.  
 20 MS. WHYTE: Okay. I can give you an  
 21 update on Rep Services, which is Baybridge --  
 22 which is West Park Village. Erin has been in  
 23 fierce negotiations with them back and forth,  
 24 because they originally suggested that in  
 25 their contract that we would be doing the

1 permit and we could be paying for permitting.  
 2 We've gone back to them. We had discussions.  
 3 They finally agreed to pay for permitting. I  
 4 would presume that we're ready to sign that  
 5 contract.  
 6 MS. MCCORMICK: Yes. The only question  
 7 I still have is: Do we want them to provide a  
 8 bond? It's going to be \$1,700 that the  
 9 district would be paying for the bond.  
 10 MS. WHYTE: The whole thing was \$97,000.  
 11 THE CHAIR: They ate the permitting  
 12 cost?  
 13 MS. WHYTE: Yes, they're eating the  
 14 permitting cost.  
 15 THE CHAIR: I wouldn't require it.  
 16 MS. MCCORMICK: You would not require  
 17 it?  
 18 THE CHAIR: I'll defer to you -- the two  
 19 of you guys who deal with that all the time.  
 20 MR. CHESNEY: Well, I mean what's the  
 21 payment schedule for them? I mean that's  
 22 really --  
 23 THE CHAIR: We've already paid, what, 50  
 24 percent?  
 25 MS. WHYTE: We haven't paid.

1 MS. MCCORMICK: Not yet, because the  
 2 contract has not been signed.  
 3 MS. WHYTE: We haven't signed the  
 4 contract.  
 5 MR. CHESNEY: So we would pay 50  
 6 percent?  
 7 MS. WHYTE: I believe there's 50. I  
 8 think most of them are generic.  
 9 MS. MCCORMICK: For all three of the  
 10 contractors, we pay 50 percent at the time we  
 11 sign the contract and the other 50 percent at  
 12 the end of the project.  
 13 MR. CHESNEY: I don't know, Jim. What  
 14 do you think?  
 15 MR. MILLS: I mean we're holding back 50  
 16 percent. I think we're okay.  
 17 THE CHAIR: Have they already started  
 18 building the equipment?  
 19 MR. MAYS: No.  
 20 THE CHAIR: They're waiting on us?  
 21 MS. WHYTE: They're waiting on the  
 22 contract. They're ready to go. All colors  
 23 have been chosen.  
 24 MR. MAYS: I think their stuff is one of  
 25 these that's warehoused. Dynamo is the one

1 that's built.  
 2 MS. MCCORMICK: We just got the permit  
 3 issue resolved Friday, so --  
 4 MR. CHESNEY: Okay. So, yeah, no bond.  
 5 I don't think we really need a bond for the  
 6 playground equipment.  
 7 THE CHAIR: Okay. Tell them we don't  
 8 need the bond.  
 9 MS. WHYTE: Okay. Perfect.  
 10 THE CHAIR: Or Erin will them.  
 11 MS. WHYTE: And just to give you an  
 12 update on the actuating fountain, we met with  
 13 the electrician today. Hillsborough County  
 14 electrical has been very difficult to work  
 15 with. They have -- we have come back to them  
 16 and back to them, and they took pictures and  
 17 they even wanted pictures of our bathrooms and  
 18 our retention that they're digging out.  
 19 So he came by today, took all the  
 20 pictures, and they've gone back to the county  
 21 now. So we should have something hopefully  
 22 that they'll approve, because that was the  
 23 only things that they've been asking for now.  
 24 So we're done. All the CAD drawings and  
 25 everything is finished, so it's going back to

1 the county. Hopefully, we'll have something  
 2 very shortly. So that's the latest update on  
 3 that.  
 4 THE CHAIR: What's their construction  
 5 time once the permitting is approved?  
 6 MS. WHYTE: Oh, it's not long. I think  
 7 he said less than thirty -- four weeks. About  
 8 six weeks max. It's not long.  
 9 THE CHAIR: And what's the estimate for  
 10 putting Baybridge back into -- into the  
 11 circulation?  
 12 MR. MAYS: I'm thinking probably around  
 13 30 days from now.  
 14 THE CHAIR: Other than the striping?  
 15 MR. MAYS: Yeah, exactly.  
 16 MS. WHYTE: Yeah.  
 17 THE CHAIR: All -- all trades done 30  
 18 days from now?  
 19 MR. MAYS: Yeah, I believe so.  
 20 MS. WHYTE: Well, the bathrooms.  
 21 THE CHAIR: Yeah. Are they going to  
 22 stagger the bathroom construction, or are they  
 23 going to want to do them all at once?  
 24 MR. MAYS: I think he said he can do  
 25 them staggered.

1 THE CHAIR: Okay.  
 2 MR. CHESNEY: Well, I mean, 30 days --  
 3 we didn't really actually -- did we approve  
 4 what we're going to put around the tree?  
 5 MS. WHYTE: No.  
 6 MR. CHESNEY: We didn't. Okay.  
 7 MS. WHYTE: But we can't really open the  
 8 parks until --  
 9 MR. MAYS: Except for that, I mean, but  
 10 that can be --  
 11 THE CHAIR: How big of a surface? Is  
 12 this the 36,000-dollar mulch quote?  
 13 MR. MAYS: Yeah, it seemed high to me.  
 14 MR. CHESNEY: Well, it's a big area over  
 15 there.  
 16 MS. WHYTE: It's a huge are.  
 17 MR. MAYS: It is a large area.  
 18 MS. WHYTE: And it has to be a fairly  
 19 dense area, because you have to have -- you  
 20 know, if somebody falls. And you've got tree  
 21 roots coming up, and you've got dirt you're  
 22 going to have to take out and mulch and --  
 23 MR. CHESNEY: I mean it's -- the tree  
 24 alone, the base --  
 25 MS. WHYTE: Is huge.

1 MR. CHESNEY: -- is huge. I mean --  
 2 THE CHAIR: I'll have to go over there  
 3 and look.  
 4 MS. WHYTE: Okay. Next, is Glenciff.  
 5 And I didn't -- I went through all of minutes  
 6 to see, and I believe when Dynamo was here,  
 7 after the board meeting -- it was after you  
 8 were finished and the minutes were done -- you  
 9 all voted on the color, but it is not on  
 10 record. So I am back to get your color  
 11 selection for -- and I have a spreadsheet  
 12 that needs to be decided. Canopy and all.  
 13 This is --  
 14 THE CHAIR: It should have been on the  
 15 record. We --  
 16 MS. WHYTE: I looked. I couldn't find  
 17 it. I think the meeting was closed when we  
 18 discussed it.  
 19 THE CHAIR: We didn't discuss anything  
 20 when the meeting was over and the court  
 21 reporter wasn't here.  
 22 MS. WHYTE: Well, no, we weren't  
 23 recording. We were just talking.  
 24 So these are the options of colors. I  
 25 believe this is at the time was the consensus

1 from everybody; that you kind of liked this  
 2 color, the blue and the red.  
 3 THE CHAIR: They warned us against  
 4 certain colors.  
 5 MS. WHYTE: They warned you against  
 6 lighter colors. These ones will get dirty.  
 7 If you look, you know, they've already got  
 8 markings on them. You guys wanted to stay  
 9 away from certain color schemes, such as the  
 10 red and --  
 11 MR. CHESNEY: Orange and purple.  
 12 MS. WHYTE: Yeah, the orange and -- or,  
 13 you know, things like that.  
 14 THE CHAIR: I thought the red and blue  
 15 was what was approved.  
 16 MS. WHYTE: I couldn't find it in the --  
 17 MR. MAYS: That's what I thought.  
 18 THE CHAIR: Yeah.  
 19 MS. WHYTE: I couldn't find it, so --  
 20 MR. BARRETT: Red and blue is kind of --  
 21 I don't know that there was a formal vote on  
 22 it.  
 23 MS. WHYTE: I agree. Thank you.  
 24 THE CHAIR: I remember asking Neale if  
 25 he approved those colors, and he said yes.

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| <p style="text-align: right;">Page 261</p> <p>1 MS. WHYTE: I couldn't find it. So</p> <p>2 quickly, these are the two colors blended</p> <p>3 together. So here we go. Now, you have this.</p> <p>4 The board has approved -- the board has</p> <p>5 approved those colors if that is the color</p> <p>6 scheme you're going to go with.</p> <p>7 Keep in mind, we are now doing pour-and-</p> <p>8 play. This is a black and blue just to give</p> <p>9 you an example; it's a lot of blue.</p> <p>10 Keep in mind, the aluminum -- if you're</p> <p>11 going with this, the aluminum is going to be</p> <p>12 blue. So blue, red and blue. Now, if you put</p> <p>13 blue, you're talking --</p> <p>14 THE CHAIR: Way too much blue.</p> <p>15 MS. WHYTE: Way too much blue. We</p> <p>16 agree. We met yesterday. We kind of liked</p> <p>17 this design.</p> <p>18 THE CHAIR: What is that? Like a copper</p> <p>19 or --</p> <p>20 MS. WHYTE: This is -- this is black.</p> <p>21 Now, keep in mind, as he indicated to us, and</p> <p>22 in the light it clearly shows. You're looking</p> <p>23 at black and neutral --</p> <p>24 MR. MAYS: Brown or --</p> <p>25 MS. WHYTE: -- or brown or something.</p> | <p style="text-align: right;">Page 263</p> <p>1 inside that. It has to be colored. Here we</p> <p>2 go. What color do you want your post and your</p> <p>3 sails? Because this is what you're going to</p> <p>4 be seeing. You've got blue on the bottom.</p> <p>5 Blue and red on the bottom.</p> <p>6 MR. CHESNEY: Do you have a suggestion?</p> <p>7 MS. WHYTE: I -- we looked at this over</p> <p>8 and over again. The black and the -- the</p> <p>9 black and this color with a center red post</p> <p>10 with a -- and, again, with the dark blue</p> <p>11 awning -- sails rather than -- I mean it would</p> <p>12 look fantastic if you wanted to go crazy and</p> <p>13 do three or four different sails going through</p> <p>14 the -- you know, alternating colors if you</p> <p>15 wanted to do that.</p> <p>16 THE CHAIR: That's an option?</p> <p>17 MS. WHYTE: Yeah, it's an option.</p> <p>18 Anything is a -- anything is doable. We just</p> <p>19 have to pick a color, so --</p> <p>20 THE CHAIR: You don't like the dark</p> <p>21 green?</p> <p>22 MS. WHYTE: Well, you have no green in</p> <p>23 anything. Now, the other option would be to</p> <p>24 do a green that would blend with black. That</p> <p>25 would have been the other option.</p> |
| <p style="text-align: right;">Page 262</p> <p>1 MR. MAYS: -- whatever the color is.</p> <p>2 MS. WHYTE: What you see more of is the</p> <p>3 neutral color.</p> <p>4 THE CHAIR: Sure.</p> <p>5 MS. WHYTE: So this is -- a 50/50 blend</p> <p>6 is a really good blend. It indicated -- we</p> <p>7 can go with a third color. They actually gave</p> <p>8 us suggestions to put -- Doug requested a logo</p> <p>9 at the entrances of the park. As you go</p> <p>10 through the gate, the "W" logo. He said he</p> <p>11 could comply with that. It wouldn't be any</p> <p>12 extra.</p> <p>13 THE CHAIR: I thought it would be a big</p> <p>14 "M" for Mays.</p> <p>15 MR. MILLS: A "W" is an "M" upside down.</p> <p>16 THE CHAIR: Oh, yeah.</p> <p>17 MS. WHYTE: When anyone comes out, it's</p> <p>18 an "M."</p> <p>19 MR. MAYS: This way, yeah.</p> <p>20 MS. WHYTE: If you choose this color,</p> <p>21 this is another color that he thought would</p> <p>22 look very, very nice, but that's a lot of red.</p> <p>23 THE CHAIR: It's dark, too.</p> <p>24 MS. WHYTE: So -- now keep in mind,</p> <p>25 we're going to be putting a 24-foot post</p>  | <p style="text-align: right;">Page 264</p> <p>1 His first choice was this, and I -- this</p> <p>2 is the one that we all agree on, the black and</p> <p>3 this.</p> <p>4 THE CHAIR: It's neutral.</p> <p>5 MS. WHYTE: This was --</p> <p>6 THE CHAIR: Which one do you like?</p> <p>7 MR. CHESNEY: I give my vote to Erin.</p> <p>8 MR. MAYS: I'm color blind, so I don't</p> <p>9 --</p> <p>10 MR. CHESNEY: I am, too.</p> <p>11 MS. WHYTE: And off the record --</p> <p>12 (Discussion off the record.)</p> <p>13 MS. WHYTE: So to tone it down a little</p> <p>14 bit, if you're going with a bright color, I'm</p> <p>15 just a little concerned with that.</p> <p>16 So I would suggest a red center post</p> <p>17 with the blue, because you're still keeping in</p> <p>18 the colors of what your fitness equipment is.</p> <p>19 Or you bring it down into the green, but now</p> <p>20 you have to find a center post that goes with</p> <p>21 the blue. You know?</p> <p>22 MR. MILLS: How many sails?</p> <p>23 MS. WHYTE: We have six.</p> <p>24 THE CHAIR: Yeah, that's pretty</p> <p>25 substantial.</p>   |

1 MS. WHYTE: It's -- it's huge.  
 2 MR. ROSS: Didn't the Mom's club say it  
 3 was insufficient or something?  
 4 MS. WHYTE: No, they said that was  
 5 sufficient. They were very appreciative of  
 6 the fact that you guys chose to go this route.  
 7 They are not too keen on what possibly will be  
 8 at Baybridge, because it -- they felt that it  
 9 didn't have enough substantial coverage for  
 10 the children.  
 11 MR. ROSS: Are you communicating with  
 12 them?  
 13 MS. WHYTE: I haven't since we received  
 14 the letter and I thanked them, and I said I  
 15 would post it to the board and let the board  
 16 know. So --  
 17 THE CHAIR: What other options are  
 18 there? And I'm not saying I don't like the  
 19 dark blue.  
 20 MS. WHYTE: They said to stay away from  
 21 the brighter colors.  
 22 THE CHAIR: Sure.  
 23 MS. WHYTE: The most common color -- and  
 24 keep in mind, according this, 97 of the UV --  
 25 the UVB block, 97 percent black; 97 percent on

1 wouldn't go with the blue and the red, because  
 2 that is really going to clash.  
 3 MR. MILLS: Not everyone was here for  
 4 that color.  
 5 THE CHAIR: No, they weren't.  
 6 MR. MILLS: The purple dinosaur.  
 7 MS. WHYTE: Oh, Barney? I was here.  
 8 MR. BARRETT: The one thing is if you're  
 9 going to go to the blue, I think you could  
 10 alternate red and blue --  
 11 MS. WHYTE: Sails. The problem is the  
 12 red will fade, and he says it fades to pink.  
 13 I like the yellow. The blue and the yellow is  
 14 a really nice contrast. But keep in mind --  
 15 Mark, if you hold it up, you can see through  
 16 it.  
 17 THE CHAIR: Right.  
 18 MS. WHYTE: You know, so it's not -- and  
 19 it has a little bit of a shimmer to it. We  
 20 have green at Baybridge Park. We are going to  
 21 have --  
 22 MR. BARRETT: I do think I like the  
 23 green more than the neutral.  
 24 MR. MAYS: I think blue is at West Park  
 25 Village.

1 the navy blue, which is the one that I showed  
 2 you. Then 97 percent on the navy -- on the  
 3 green, and then it goes to the royal blues,  
 4 97. And from there on in, the color schemes  
 5 -- the lighter the color, the less UVB coating  
 6 -- the less UVB protection you had.  
 7 And he said the red will fade to pink.  
 8 He says he'll be very honest, over a period of  
 9 six, seven years -- which by then you probably  
 10 will have to change your sail, but -- it will  
 11 fade. So the lighter the color, chance of  
 12 fading.  
 13 And believe me, this is not one color  
 14 choice I wanted to make -- this decision, so I  
 15 wanted your input.  
 16 THE CHAIR: Let me see the book.  
 17 MS. WHYTE: Certainly.  
 18 MR. ROSS: Which one are you least  
 19 likely to make fun of?  
 20 THE CHAIR: Purple.  
 21 MR. BARRETT: Oh, if you screw this up,  
 22 I'm making fun of -- I don't know. It's  
 23 actually a tough --  
 24 MR. MILLS: That brings back memories.  
 25 MS. WHYTE: Oh, yeah, but then I

1 MS. WHYTE: Yeah. We have like a  
 2 brighter blue at West Park Village for the  
 3 kid's tot lot, and --  
 4 THE CHAIR: To me it looks like Marine  
 5 Corps MARPAT.  
 6 MR. BARRETT: There's a lot of green.  
 7 MS. WHYTE: Yeah, there's a lot of  
 8 green. The only concern he had was because he  
 9 said this will sort of blend in with the grass  
 10 around it. That was the only other  
 11 alternative. But I think this one here is  
 12 pretty neutral. It's not going to show the  
 13 dirt as much.  
 14 So the question is: With the center  
 15 sail, do you guys want -- do you want a blue  
 16 post or a red post?  
 17 THE CHAIR: Those are our only choices?  
 18 MS. WHYTE: Well, that's because --  
 19 well, no, you have all these choices, but keep  
 20 in mind now you're going to hodgepodge.  
 21 MR. ROSS: You could do a black post.  
 22 MS. WHYTE: You could do a black post.  
 23 But then what kind of sail would you do?  
 24 MR. ROSS: This green right there.  
 25 MS. WHYTE: You want to do -- I wouldn't

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| <p style="text-align: right;">Page 269</p> <p>1 do green.</p> <p>2 MR. ROSS: Why is that bad?</p> <p>3 MS. WHYTE: Because green and -- there's</p> <p>4 no green in what you're picking with the blue</p> <p>5 and the red.</p> <p>6 THE CHAIR: I'm just concerned that the</p> <p>7 navy -- I like the color, but I think it may</p> <p>8 blend.</p> <p>9 MS. WHYTE: Well, I think that's</p> <p>10 probably why we all kind of leaned towards</p> <p>11 that, because that way it's not -- because</p> <p>12 keep in mind if --</p> <p>13 THE CHAIR: I want people -- when people</p> <p>14 come down the road, I want them to go, "Wow,</p> <p>15 what the heck is that thing?"</p> <p>16 MR. MILLS: Six sails. Right?</p> <p>17 MS. WHYTE: Six sails.</p> <p>18 MR. MILLS: What about four of them blue</p> <p>19 and two yellow?</p> <p>20 MS. WHYTE: That's the other</p> <p>21 alternative. I like the yellow.</p> <p>22 THE CHAIR: But doesn't it fade?</p> <p>23 MS. WHYTE: Did he say --</p> <p>24 MR. ROSS: Would bird poop show on this?</p> <p>25 MR. MAYS: Yeah, bird poop will show.</p>   | <p style="text-align: right;">Page 271</p> <p>1 pole?</p> <p>2 MS. WHYTE: That's not an option, is it?</p> <p>3 You've got the --</p> <p>4 THE CHAIR: There's one in here.</p> <p>5 MS. WHYTE: Oh, yeah, there is one. And</p> <p>6 then what sail would you put on that?</p> <p>7 THE CHAIR: Put that dark navy. Silver</p> <p>8 is just a neutral.</p> <p>9 MS. WHYTE: Uh-huh.</p> <p>10 THE CHAIR: I wouldn't do this neutral</p> <p>11 tan.</p> <p>12 MS. WHYTE: Here's the other colors.</p> <p>13 THE CHAIR: This needs to be done right.</p> <p>14 This is going to be a big focal feature.</p> <p>15 MS. WHYTE: Absolutely. So --</p> <p>16 THE CHAIR: And I don't profess to have</p> <p>17 good decorating skills.</p> <p>18 MR. CHESNEY: Do we have to know this</p> <p>19 tonight?</p> <p>20 MS. WHYTE: Yeah. They've been waiting.</p> <p>21 I've been stalling and stalling for about two</p> <p>22 weeks. And trust me, the aluminum is bent.</p> <p>23 Everything is done, but I wouldn't confirm</p> <p>24 until I talked to the board on this and then</p> <p>25 the balance of what we need to vote on</p> |
| <p style="text-align: right;">Page 270</p> <p>1 THE CHAIR: I think mildew will, too.</p> <p>2 MR. CHESNEY: Yeah. So I think you have</p> <p>3 to go with a dark color.</p> <p>4 MS. WHYTE: Well, that's one of the</p> <p>5 reasons we kind of leaned towards the darker</p> <p>6 colors, because it will not show the dirt as</p> <p>7 much, but if you want the wow --</p> <p>8 THE CHAIR: Do you have their catalog?</p> <p>9 MS. WHYTE: I think I did bring it. So</p> <p>10 here. Here's the red and the yellow.</p> <p>11 MR. BARRETT: I really do like the blue</p> <p>12 and red, but --</p> <p>13 MS. WHYTE: Yeah. See, here's a beige.</p> <p>14 Beige is blah, but it's nice.</p> <p>15 MR. MILLS: There's no wow to that.</p> <p>16 MS. WHYTE: There's no wow to that.</p> <p>17 There's a wow here. So if you change this to</p> <p>18 a blue --</p> <p>19 THE CHAIR: The shade structure is --</p> <p>20 MS. WHYTE: Well, keep in mind, all of</p> <p>21 the poles that you can see, I really do</p> <p>22 believe the aluminum should match somewhat,</p> <p>23 because -- or you want it to stick out -- the</p> <p>24 center pole. One of those two.</p> <p>25 THE CHAIR: What about a silver center</p> | <p style="text-align: right;">Page 272</p> <p>1 tonight. This is not so important, but the</p> <p>2 sail is and the post is.</p> <p>3 MR. BARRETT: Has anyone been in Sonny's</p> <p>4 house?</p> <p>5 MS. WHYTE: Yes, and it's very neutral.</p> <p>6 MR. BARRETT: Are the color schemes</p> <p>7 really, really cool? Just let her pick it.</p> <p>8 THE CHAIR: We only got invited to a</p> <p>9 Christmas party about 15 years ago.</p> <p>10 MS. WHYTE: I'm sorry.</p> <p>11 MR. BARRETT: If she's got good taste,</p> <p>12 then --</p> <p>13 MR. ROSS: The good thing about going</p> <p>14 with Chris' suggestion is we blame you if</p> <p>15 (unintelligible) unhappy.</p> <p>16 MS. WHYTE: Okay. Well, that's why</p> <p>17 I brought it back to the board.</p> <p>18 THE CHAIR: What's your final</p> <p>19 recommendation?</p> <p>20 MS. WHYTE: I certainly think I --</p> <p>21 I like this with a blue canopy, because then</p> <p>22 the blue matches the -- the blue --</p> <p>23 MR. MILLS: Hold up --</p> <p>24 THE CHAIR: Hold up the dark blue up</p> <p>25 against that red, please.</p>                |



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| <p style="text-align: right;">Page 273</p> <p>1 MS. WHYTE: Because keep in mind it's</p> <p>2 going to come up like this. A little bit less</p> <p>3 than that.</p> <p>4 THE CHAIR: They're very dark.</p> <p>5 MS. WHYTE: It's going to be lighter,</p> <p>6 and it's going to be up 24 feet.</p> <p>7 MR. BARRETT: I think she's right.</p> <p>8 MS. WHYTE: And keep in mind they'll</p> <p>9 cure you're -- you know, the sun is going to</p> <p>10 come through, and we held it up yesterday, and</p> <p>11 it was fairly bright in the office.</p> <p>12 I mean this one is lovely -- the</p> <p>13 combination of the two, but this is going to</p> <p>14 give us more UVB protection, so I would -- you</p> <p>15 know, and this way it matches with the blue</p> <p>16 underneath.</p> <p>17 THE CHAIR: I just think you're going to</p> <p>18 see a lot of blue and red on the equipment.</p> <p>19 MS. WHYTE: Yep.</p> <p>20 THE CHAIR: I would -- I would just do a</p> <p>21 neutral pole.</p> <p>22 MS. WHYTE: Okay.</p> <p>23 THE CHAIR: Like -- and, again, that's</p> <p>24 just my opinion. I think --</p> <p>25 MR. BARRETT: If you want to see it pop,</p> | <p style="text-align: right;">Page 275</p> <p>1 THE CHAIR: Yeah. You're complicating</p> <p>2 things, Jim. You like the yellow, don't you?</p> <p>3 MR. MILLS: I do like the yellow.</p> <p>4 THE CHAIR: You like the Michigan</p> <p>5 colors.</p> <p>6 MS. WHYTE: Well, you know what I could</p> <p>7 do --</p> <p>8 MR. CHESNEY: I like the yellow, too.</p> <p>9 MS. WHYTE: Okay. Let me go back to the</p> <p>10 -- I'll make my decision tomorrow. What I'll</p> <p>11 do is I'll go back to the board -- I'll go</p> <p>12 back to him, the contractor, ask him about</p> <p>13 some information on this yellow and say,</p> <p>14 "Okay. Fine. Now that we've got it broken</p> <p>15 down, how much are these sails going to cost</p> <p>16 us if we have to replace them?"</p> <p>17 THE CHAIR: Well, it should be all the</p> <p>18 same price.</p> <p>19 MS. WHYTE: Well, I don't have an</p> <p>20 individual sale price item. Remember we did</p> <p>21 the 50 for digging the footers and all of that</p> <p>22 stuff.</p> <p>23 So I'm going to have to get a price for</p> <p>24 these. And if we necessarily -- they don't</p> <p>25 hold up as long as the blue --</p> |
| <p style="text-align: right;">Page 274</p> <p>1 go with the red pole.</p> <p>2 MS. WHYTE: There's only one pole. It's</p> <p>3 not all of them. This is the center pole.</p> <p>4 The center pole.</p> <p>5 Now, I do have a choice of the neutral.</p> <p>6 I can stay neutral on the outside of the</p> <p>7 poles. Because remember, we have to put five</p> <p>8 more poles on the outside, and we can keep</p> <p>9 those neutrals, or we can keep them all one</p> <p>10 color.</p> <p>11 THE CHAIR: Let's go crazy. Let's go</p> <p>12 loud.</p> <p>13 MR. CHESNEY: Yeah, let's go obnoxious.</p> <p>14 MS. WHYTE: Okay. So who's going to</p> <p>15 field the phone calls from (unintelligible)?</p> <p>16 THE CHAIR: The shade structure will be</p> <p>17 neutral enough.</p> <p>18 MS. WHYTE: Okay. So we're going to go</p> <p>19 with the blue.</p> <p>20 THE CHAIR: There's only three houses</p> <p>21 that look onto the park anyway.</p> <p>22 MR. MILLS: We're going to do all six</p> <p>23 sails the same color?</p> <p>24 MR. CHESNEY: And, quite frankly,</p> <p>25 they're looking at it from the side of --</p>                                       | <p style="text-align: right;">Page 276</p> <p>1 MS. MCCORMICK: Or if you hate the</p> <p>2 color?</p> <p>3 MS. WHYTE: Or if you don't like the</p> <p>4 color and we're getting a lot of opposition,</p> <p>5 we could possibly change out the two or three</p> <p>6 if we need to.</p> <p>7 MR. MILLS: Can they do -- can they do a</p> <p>8 rendering of our color choices?</p> <p>9 MS. WHYTE: Absolutely. I can certainly</p> <p>10 have them do a rendering tomorrow morning, and</p> <p>11 --</p> <p>12 MR. MILLS: Let's do that, and let's</p> <p>13 stay at all blue and maybe with one or two</p> <p>14 yellow.</p> <p>15 MS. WHYTE: Of the yellow?</p> <p>16 MR. MILLS: Just to see what it looks</p> <p>17 like.</p> <p>18 THE CHAIR: I agree.</p> <p>19 MS. WHYTE: Okay. I'll have that for</p> <p>20 you tomorrow afternoon.</p> <p>21 MR. BARRETT: And can you ask them --</p> <p>22 because I remember them saying that this is</p> <p>23 their first Florida gig.</p> <p>24 MS. WHYTE: Just the contractor -- not</p> <p>25 the company itself, but the -- the --</p>  |

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| <p style="text-align: right;">Page 277</p> <p>1 MR. BARRETT: My concern is -- because</p> <p>2 we -- we stick with around our pool really</p> <p>3 dark umbrellas, because when we've gone with</p> <p>4 like beige or -- they get really discolored.</p> <p>5 They turn green. They get really ugly.</p> <p>6 MS. WHYTE: Well, yes, because the</p> <p>7 lighter the color, the more you're going to</p> <p>8 see the algae. The more you're going to see</p> <p>9 the dust, the pollen and all of that. Yes,</p> <p>10 they will have to be cleaned.</p> <p>11 MR. BARRETT: That's my only concern.</p> <p>12 MS. WHYTE: That's the same at my house.</p> <p>13 I have --</p> <p>14 THE CHAIR: The pollen is going to show</p> <p>15 on that dark color.</p> <p>16 MS. WHYTE: Well, the pollen is</p> <p>17 greenish, and we'll just -- it will show up on</p> <p>18 this. There's no question. It's going to be</p> <p>19 a little bit more maintenance to clean those.</p> <p>20 THE CHAIR: All right. Do we have a</p> <p>21 consensus?</p> <p>22 MR. ROSS: Are we going to get the</p> <p>23 rendering?</p> <p>24 THE CHAIR: Well, we're going to --</p> <p>25 we're inclined to go with the dark navy and</p>  | <p style="text-align: right;">Page 279</p> <p>1 it. I did it that way. I had it by park, by</p> <p>2 thing.</p> <p>3 MR. ROSS: And I'm saying would it</p> <p>4 facilitate it you had a supervisor to</p> <p>5 interface with or --</p> <p>6 MS. WHYTE: I was -- I kept saying,</p> <p>7 "Please call me if you have questions," and</p> <p>8 not one person called.</p> <p>9 MS. MENDENHALL: Can I make a</p> <p>10 suggestion?</p> <p>11 THE CHAIR: Yes.</p> <p>12 MR. MENDENHALL: With a lot of the</p> <p>13 districts that I've dealt with when they have</p> <p>14 different projects going on, stuff like this</p> <p>15 or building clubhouses -- decorating-type of</p> <p>16 things, all of that stuff included, a lot of</p> <p>17 times what they'll do is at least during the</p> <p>18 course of their project, they'll set up a</p> <p>19 workshop with just the supervisors and the</p> <p>20 staff to go over these finer points, so when</p> <p>21 they come to the regular business meeting,</p> <p>22 they're going down a list -- one, two, three,</p> <p>23 four, five -- and just approving what they</p> <p>24 discussed at the workshop. And you could do</p> <p>25 that between your meetings.</p> |
| <p style="text-align: right;">Page 278</p> <p>1 the yellow unless there's an issue with the</p> <p>2 yellow.</p> <p>3 MR. MILLS: Right. If the manufacturer</p> <p>4 says don't do it --</p> <p>5 THE CHAIR: They were -- they were</p> <p>6 strong in saying they would not recommend</p> <p>7 certain things.</p> <p>8 MR. MILLS: Right.</p> <p>9 MS. WHYTE: Very strong. And red was</p> <p>10 definitely one of the colors they suggested.</p> <p>11 Okay. Thank you. I will fill out this -- the</p> <p>12 sheet tomorrow and send it back to them.</p> <p>13 Is there any questions in regards to the</p> <p>14 park? I think everything else at Bay -- at</p> <p>15 Glenclyff we can hold off?</p> <p>16 MR. MAYES: Yeah. Yeah, I think so.</p> <p>17 MR. ROSS: Do you all need somebody to</p> <p>18 interact with, so that we're -- I don't mean</p> <p>19 this critically of anybody, but so that we're</p> <p>20 more organized next time? You know, it seemed</p> <p>21 like we were kind of jumping around. I would</p> <p>22 love it if just the next meeting you all said,</p> <p>23 "Here's the five things we need to take</p> <p>24 action on."</p> <p>25 MS. WHYTE: Well, that's the way I had</p> | <p style="text-align: right;">Page 280</p> <p>1 MS. MCCORMICK: Yeah.</p> <p>2 THE CHAIR: How can we have a workshop?</p> <p>3 MR. MENDENHALL: Advertise it.</p> <p>4 MR. CHESNEY: Because you know I've come</p> <p>5 across several other CDDs. I have some</p> <p>6 friends who are CDD supervisors, and they</p> <p>7 actually have a workshop every month and a</p> <p>8 meeting every month.</p> <p>9 MS. MCCORMICK: A lot of -- if they</p> <p>10 start having like five- or six-hour meetings,</p> <p>11 a lot of times they'll --</p> <p>12 MR. MENDENHALL: But -- yeah, especially</p> <p>13 project based just because it allows you to</p> <p>14 leave this meeting for just stuff being</p> <p>15 approved, so when you have professional staff</p> <p>16 here it doesn't cost as much, you know,</p> <p>17 because they're --</p> <p>18 THE CHAIR: Well, going forward, we've</p> <p>19 dealt with cameras. We dealt with bathrooms.</p> <p>20 We've got the major park equipment. We're</p> <p>21 going to have to deal with soccer field,</p> <p>22 basketball court --</p> <p>23 MS. WHYTE: Fencing.</p> <p>24 THE CHAIR: Fencing. But aren't we</p> <p>25 going to use the same fencing contractor?</p>     |

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| <p style="text-align: right;">Page 281</p> <p>1 MS. WHYTE: Yes.</p> <p>2 MR. MAYS: We'll try.</p> <p>3 MS. WHYTE: We would like to. If you</p> <p>4 just say "Go ahead," we can do it. He can go</p> <p>5 ahead and order them and --</p> <p>6 THE CHAIR: I don't -- well, do we have</p> <p>7 the quote?</p> <p>8 MS. WHYTE: Yes.</p> <p>9 THE CHAIR: Do you have that on you?</p> <p>10 MS. WHYTE: Yes. We have the one for</p> <p>11 Glen --</p> <p>12 THE CHAIR: If we can address it --</p> <p>13 I know it's late and we're all tired, but if</p> <p>14 we approved the bid for Baybridge Park, why</p> <p>15 wouldn't we approve the same vendor at the</p> <p>16 same price structure for Glenclyff Park?</p> <p>17 MS. WHYTE: All right.</p> <p>18 MR. MAYS: The same with the bathrooms.</p> <p>19 THE CHAIR: And was a decision made,</p> <p>20 we're not putting a fence on top of the brick</p> <p>21 wall? The brick wall is sufficient?</p> <p>22 MR. MAYS: Yes, it was.</p> <p>23 MS. WHYTE: Well --</p> <p>24 MR. MAYS: I mean the picture showed --</p> <p>25 Neale's rendering showed it around there and</p>  | <p style="text-align: right;">Page 283</p> <p>1 construction drawings, because I asked him,</p> <p>2 "Can you do drawings" when we talked about it.</p> <p>3 MS. WHYTE: Okay. Mozart Design offered</p> <p>4 a proposal for West Park Village to completely</p> <p>5 enclose the -- the playground structure from</p> <p>6 Rep Services. It's \$15,345, and it's new</p> <p>7 construction. It has to be built -- two</p> <p>8 gates.</p> <p>9 MR. MAYS: Two gates. One on each end.</p> <p>10 MS. WHYTE: And that closes --</p> <p>11 completely encloses the new playground.</p> <p>12 THE CHAIR: Steel or aluminum gate?</p> <p>13 MR. MAYS: Steel.</p> <p>14 MS. WHYTE: Steel gates.</p> <p>15 THE CHAIR: And what's the support</p> <p>16 structure for the gates?</p> <p>17 MR. MAYS: Steel.</p> <p>18 THE CHAIR: Okay.</p> <p>19 MR. MAYS: Because we've had so many</p> <p>20 issues with this gate over here, so that's the</p> <p>21 way all of them are. Baybridge Park's --</p> <p>22 THE CHAIR: What's the bid? 15?</p> <p>23 MS. WHYTE: \$15,345.</p> <p>24 THE CHAIR: Do we have a motion to</p> <p>25 approve that proposal and Sonny will fill in</p> |
| <p style="text-align: right;">Page 282</p> <p>1 all the way out into Pavilion Number 2.</p> <p>2 THE CHAIR: But that bid doesn't include</p> <p>3 fencing around the brick wall, does it?</p> <p>4 MR. MAYS: No.</p> <p>5 THE CHAIR: Okay.</p> <p>6 MR. CHESNEY: Yeah. I'm going to go</p> <p>7 back though that we're making these changes</p> <p>8 that Neale needs to sign off on these changes.</p> <p>9 I'm a little disappointed in -- because</p> <p>10 I remember our conversation.</p> <p>11 MR. MAYS: I don't even think the --</p> <p>12 when you looked at the picture on that map,</p> <p>13 could you tell where that fence was actually</p> <p>14 going to go? Can you tell?</p> <p>15 MR. CHESNEY: No, I couldn't. I</p> <p>16 couldn't even remember when you talked about</p> <p>17 it.</p> <p>18 MR. MAYS: I couldn't even see it on the</p> <p>19 plans, so that's why I went out and went in</p> <p>20 there to get a price for it. This is where we</p> <p>21 had discussed it. That's why I put it over</p> <p>22 there.</p> <p>23 MR. CHESNEY: And quite frankly -- I</p> <p>24 don't mean to belabor it, but I'm unnerved by</p> <p>25 a comment that he made to you about</p> | <p style="text-align: right;">Page 284</p> <p>1 the blanks?</p> <p>2 MR. MILLS: Motion to approve.</p> <p>3 THE CHAIR: Do we have a second?</p> <p>4 MR. MAYS: What was their price?</p> <p>5 MR. ROSS: Second.</p> <p>6 THE CHAIR: Any further discussion? Any</p> <p>7 further discussion?</p> <p>8 Hearing none, all in favor, raise your</p> <p>9 hand.</p> <p>10 That motion passes four to nothing.</p> <p>11 You do not have the Glenclyff Park</p> <p>12 quote?</p> <p>13 MS. WHYTE: No, I do not. Simply</p> <p>14 because we weren't sure how it was done</p> <p>15 originally, because Doug's proposal was very</p> <p>16 different than what Neale drew, and that's why</p> <p>17 he met with --</p> <p>18 THE CHAIR: Okay. Make sure you're on</p> <p>19 the same wavelength. Get his -- he's now got</p> <p>20 two of the three projects. Tell him we need a</p> <p>21 great price on that -- the final park, and</p> <p>22 bring it to us next month.</p> <p>23 MS. WHYTE: And the only other thing</p> <p>24 that we, of course --</p> <p>25 MR. MAYS: Pavers.</p>   |

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| <p style="text-align: right;">Page 285</p> <p>1 MS. WHYTE: Do you want to approve the</p> <p>2 pavers for West Park Village, or do you just</p> <p>3 want us to go ahead with the two sidewalks?</p> <p>4 MR. MAYS: I don't think he considered</p> <p>5 this either when he bought that -- you know,</p> <p>6 built that playground thing. He had the two</p> <p>7 gates remember on the sides that went out</p> <p>8 towards the street. We opted to put them on</p> <p>9 the end to keep the kids from running into the</p> <p>10 street when they open gates. But to do that,</p> <p>11 you need to put a sidewalk at both ends. So</p> <p>12 we've got a price from a paving -- not a</p> <p>13 paving -- a paver company to match the</p> <p>14 existing sidewalks on both ends.</p> <p>15 MS. WHYTE: All interlocking pavers.</p> <p>16 THE CHAIR: A paver setter?</p> <p>17 MR. MAYS: Yes.</p> <p>18 THE CHAIR: Does that comply with ADA?</p> <p>19 MR. MAYS: It's on the outside. Oh,</p> <p>20 with wheelchairs, yes.</p> <p>21 MS. WHYTE: Yes. But we'll make sure of</p> <p>22 that. I'll make sure of that.</p> <p>23 THE CHAIR: How many feet are we talking</p> <p>24 about?</p> <p>25 MS. WHYTE: 901 square feet on one and</p> | <p style="text-align: right;">Page 287</p> <p>1 approve that or accept that bid?</p> <p>2 MR. MILLS: I have a question. Well, I</p> <p>3 have a question. I thought the pavers in West</p> <p>4 Park Village were all indicative of the rental</p> <p>5 properties?</p> <p>6 MS. WHYTE: Not the center island. The</p> <p>7 inside of the islands all have paved sidewalks</p> <p>8 all the way through. Our actuating fountain</p> <p>9 at present has pavers.</p> <p>10 MR. MILLS: Okay.</p> <p>11 THE CHAIR: This will match the pavers?</p> <p>12 MS. WHYTE: Yes.</p> <p>13 MR. CHESNEY: And this will match the</p> <p>14 stage?</p> <p>15 MR. MAYS: Yes.</p> <p>16 MS. WHYTE: It will match the stage,</p> <p>17 which is another project.</p> <p>18 THE CHAIR: All right. Do we have a</p> <p>19 motion to approve that?</p> <p>20 MR. ROSS: You just made me think of</p> <p>21 something. Will the pavers not sealed match</p> <p>22 all the other pavers?</p> <p>23 MS. WHYTE: Right now I don't think --</p> <p>24 I don't think anything is --</p> <p>25 MR. MAYS: Probably not. It's going to</p>  |
| <p style="text-align: right;">Page 286</p> <p>1 507 -- 574 on the other, for a total of sixty-</p> <p>2 one seventy-two, two sidewalks.</p> <p>3 THE CHAIR: That's a lot of sidewalk.</p> <p>4 What's the quote?</p> <p>5 MR. MAYS: It's 50 feet wide, and it's</p> <p>6 got to match that six-foot-wide sidewalk, so</p> <p>7 we wanted to do --</p> <p>8 MS. WHYTE: It's -- sorry. Walkway is</p> <p>9 901, and the excavation and clean-up is the</p> <p>10 balance of the proposal. So it's sixty one</p> <p>11 hundred and seventy-two total, two sidewalks,</p> <p>12 excavation, clean-up, install. Are they</p> <p>13 sealed, Doug?</p> <p>14 MR. MAYS: I don't think they're sealed.</p> <p>15 THE CHAIR: Why wouldn't they be sanded</p> <p>16 and sealed?</p> <p>17 MS. WHYTE: Sanded they would be, but I</p> <p>18 don't think sealed. I don't know. We'd have</p> <p>19 to call them and see if we can get the sealed,</p> <p>20 because they should be sealed.</p> <p>21 THE CHAIR: And it's sixty-one hundred</p> <p>22 dollars?</p> <p>23 MS. WHYTE: Sixty-one hundred and</p> <p>24 seventy-two.</p> <p>25 THE CHAIR: Do we have a motion to</p>   | <p style="text-align: right;">Page 288</p> <p>1 be as close as they can get, because those</p> <p>2 pavers are 20 years old.</p> <p>3 MR. ROSS: That's what I'm wondering.</p> <p>4 Are we better off to -- I'm just wondering are</p> <p>5 we better off to seal everything to make sure</p> <p>6 it matches?</p> <p>7 MR. MAYS: I mean I haven't sealed it in</p> <p>8 a while, so it's possible that the sealant</p> <p>9 would help to brighten it up a little bit to</p> <p>10 match it, but he thinks he can get pretty close</p> <p>11 to it.</p> <p>12 MR. ROSS: Okay. I'll move to approve.</p> <p>13 THE CHAIR: Is there a second?</p> <p>14 MR. CHESNEY: Second.</p> <p>15 THE CHAIR: Any further discussion?</p> <p>16 All in favor, please raise you hand.</p> <p>17 That motion passes four to nothing.</p> <p>18 MR. MAYS: So far I mean that's about</p> <p>19 all we're going to run into additional with</p> <p>20 Baybridge.</p> <p>21 MS. WHYTE: West Park Village.</p> <p>22 MR. MAYS: I mean West Park Village.</p> <p>23 THE CHAIR: The sealant is expensive.</p> <p>24 MS. WHYTE: No. It's -- it's -- it</p> <p>25 usually runs -- I mean you can -- we can</p> |

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| <p style="text-align: right;">Page 289</p> <p>1 actually do it in-house. Once --</p> <p>2 THE CHAIR: The (unintelligible) itself</p> <p>3 is pretty expensive.</p> <p>4 MR. MAYS: Yeah.</p> <p>5 MS. WHYTE: It's about a hundred dollars</p> <p>6 a five gallon.</p> <p>7 MR. MAYS: Five gallon.</p> <p>8 MS. WHYTE: Yes. I have a sealer. I</p> <p>9 have a brick paver driveway, walkway, back</p> <p>10 yard. I know.</p> <p>11 MR. MAYS: We met with -- like she said,</p> <p>12 we met with the contractor today on the</p> <p>13 fountain. We may run into some other issues</p> <p>14 on that, because of this equipment that is in</p> <p>15 there. It's a lot larger than what we have,</p> <p>16 so we may end up having to move the -- move</p> <p>17 some pavers, too, just to make it fit.</p> <p>18 MS. WHYTE: We'll let you know.</p> <p>19 MR. MAYS: But we don't know for sure</p> <p>20 yet.</p> <p>21 THE CHAIR: Well, isn't that the</p> <p>22 contractor's problem?</p> <p>23 MR. MAYS: It could be.</p> <p>24 MS. WHYTE: They're being very, very</p> <p>25 cooperative and very helpful, and, you know,</p>   | <p style="text-align: right;">Page 291</p> <p>1 like, "Dad, it's really small."</p> <p>2 And then two days later this two-story</p> <p>3 thing with the corkscrew slide, and they are</p> <p>4 --</p> <p>5 MS. WHYTE: Yeah, it's pretty -- it's</p> <p>6 pretty nice.</p> <p>7 MR. BARRETT: When a junior in high</p> <p>8 school is like, "That's awesome," you know</p> <p>9 you're doing something right. So I just</p> <p>10 wanted to pass that on.</p> <p>11 THE CHAIR: Mr. Chesney.</p> <p>12 MR. CHESNEY: Well, I think that while</p> <p>13 we're here -- and I would like to make a</p> <p>14 supervisor comment that I will always</p> <p>15 reiterate, that we do not always have to have</p> <p>16 these organizations use our parks.</p> <p>17 I mean it's been there from the</p> <p>18 developer, but, you know, I've always proposed</p> <p>19 neighborhood parks. Some of you weren't here</p> <p>20 when I proposed them in the past, so just keep</p> <p>21 that in mind. You know, neighborhood parks,</p> <p>22 great idea.</p> <p>23 THE CHAIR: Mr. Ross.</p> <p>24 MR. ROSS: And, again, not to prolong</p> <p>25 things but just a follow-up on our</p>   |
| <p style="text-align: right;">Page 290</p> <p>1 they're paying for all of the securing and</p> <p>2 they asked Doug about fencing ideas today.</p> <p>3 What do we want to see? You know, make sure</p> <p>4 that everything is secure.</p> <p>5 MR. MAYS: He won't do it without</p> <p>6 putting that six-foot fence around it.</p> <p>7 THE CHAIR: Smart.</p> <p>8 MR. MAYS: So he's --</p> <p>9 MS. WHYTE: The same with Dynamo.</p> <p>10 Dynamo is going to get fencing. He's going to</p> <p>11 Sunbelt to do the fencing and all of that, as</p> <p>12 well, so --</p> <p>13 THE CHAIR: Well, it hasn't been pretty,</p> <p>14 but it's worked.</p> <p>15 MR. MAYS: No, it hasn't.</p> <p>16 THE CHAIR: Audience comments?</p> <p>17 MR. BARRETT: Sorry. Not to prolong</p> <p>18 this, but I kind of went to town on the lawns.</p> <p>19 I just wanted to say that my daughters went to</p> <p>20 Baybridge Park on a jog, and they came home --</p> <p>21 and they're in their teens and middle school</p> <p>22 -- and they are probably more excited about</p> <p>23 that park than I've ever -- because when we --</p> <p>24 when they first went through, they just saw</p> <p>25 the little -- the little kids one and they're</p> | <p style="text-align: right;">Page 292</p> <p>1 conversation about the soccer stuff, if I said</p> <p>2 things the wrong way, my mistake. What I'm</p> <p>3 leaning towards is questioning whether the</p> <p>4 Westchase Soccer Association is making the</p> <p>5 commitments to the community that I thought</p> <p>6 they were making.</p> <p>7 And if those commitments aren't being</p> <p>8 made as I thought or I misunderstood,</p> <p>9 certainly I would be open to revisiting</p> <p>10 relationships. Ultimately, I think it's</p> <p>11 important we treat all organizations equally,</p> <p>12 and we can't have the Westchase Soccer</p> <p>13 Association being treated differently in terms</p> <p>14 of -- vis-a-vis the -- the other soccer</p> <p>15 association.</p> <p>16 So, you know, at some point we just may</p> <p>17 run out of room and it just doesn't make</p> <p>18 sense. Right now I think the WSA is a great</p> <p>19 asset to the community. I think it's</p> <p>20 fantastic that you never hear bad things in</p> <p>21 terms of it adding value and perception to the</p> <p>22 community, but it doesn't mean it shouldn't be</p> <p>23 scrutinized. And I -- I intend to scrutinize</p> <p>24 it.</p> <p>25 MR. CHESNEY: Okay.</p> |

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| <p style="text-align: right;">Page 293</p> <p>1 THE CHAIR: Yes.</p> <p>2 MS. WHYTE: I think one of the things</p> <p>3 you forgot to mention is you had asked me to</p> <p>4 remind you that when we underwrite a contract</p> <p>5 for an organization such as WSA, that maybe we</p> <p>6 might consider -- the board may consider</p> <p>7 adding a nominal fee, because we're being</p> <p>8 billed by Erin to do contracts for them.</p> <p>9 And that was one of the things that Mark</p> <p>10 had asked me to make sure that we bring --</p> <p>11 that you might want to consider that for</p> <p>12 future contract writing to offset Erin's cost.</p> <p>13 THE CHAIR: Like a 250-dollar contract</p> <p>14 review fee.</p> <p>15 MR. CHESNEY: Yeah. I don't think we're</p> <p>16 going to do it this time, but --</p> <p>17 THE CHAIR: No.</p> <p>18 MS. WHYTE: No. It's a little too late</p> <p>19 now, but I'm just saying for future this is</p> <p>20 something that Mark had asked about.</p> <p>21 MR. ROSS: As we go into the budget</p> <p>22 year, I think it's logical that we implement</p> <p>23 some concepts and, again, we treat everybody</p> <p>24 equally. We charge 250 to one organization,</p> <p>25 then we charge 250 to the other organizations.</p> | <p style="text-align: right;">Page 295</p> <p>1 want them kicking people off those fields. If</p> <p>2 we have a flag football team or a soccer team</p> <p>3 playing on the brand-new sod, they need to be</p> <p>4 removed.</p> <p>5 MR. MAYS: I tried one time when the --</p> <p>6 the soccer -- the soccer fields -- the soccer</p> <p>7 groups on Saturday morning was not using the</p> <p>8 far end, because of the way it drained. It</p> <p>9 was so wet. So they left say 25 yards of the</p> <p>10 field open. I -- they called me up and said</p> <p>11 there were some kids playing on it. They were</p> <p>12 destroying it and it tearing up, which they</p> <p>13 were.</p> <p>14 I went over there and started talking</p> <p>15 with the kids and trying to, you know, develop</p> <p>16 a dialogue with them and tell them, "Listen,</p> <p>17 guys, you know, we like to protect this field</p> <p>18 and -- you know, so that we don't tear it up,</p> <p>19 and you guys can see you're rutting up the</p> <p>20 field. Do you mind getting off the field?"</p> <p>21 And they said, "We don't have to."</p> <p>22 MS. WHYTE: "You can't make us."</p> <p>23 MR. MAYS: And I said -- "But you can't</p> <p>24 make us."</p> <p>25 And I said, "Well, I'll call the</p> |
| <p style="text-align: right;">Page 294</p> <p>1 MR. CHESNEY: I would point out that we</p> <p>2 only have a certain amount of space, so it's</p> <p>3 hard to treat everyone equally. Just by</p> <p>4 having them here, we're preferring them.</p> <p>5 MR. ROSS: When I say equal, I don't</p> <p>6 mean in terms of, "Well, this organization</p> <p>7 gets two hours of field time, so this</p> <p>8 organization needs to get two hours of field</p> <p>9 time." I mean more in terms of what are the</p> <p>10 expectations and responsibilities of our</p> <p>11 relationship? That's what I'm talking more</p> <p>12 of.</p> <p>13 That if we say this organization has to</p> <p>14 reimburse us for damages, then this</p> <p>15 organization should be held to the same</p> <p>16 standards. It shouldn't be people are treated</p> <p>17 differently.</p> <p>18 MR. CHESNEY: Yeah.</p> <p>19 MR. ROSS: But we'll deal with that when</p> <p>20 it comes up.</p> <p>21 THE CHAIR: One of the things I do want</p> <p>22 to be prepared for is when that soccer field</p> <p>23 is re-sodded and all the park is new, I want</p> <p>24 to talk to you about the directed patrol on</p> <p>25 Saturday and Sunday mornings and stuff. I</p>                                       | <p style="text-align: right;">Page 296</p> <p>1 sheriff's office, and he can make you." And a</p> <p>2 couple of them started to run and a couple of</p> <p>3 them said, "No running. Let's see what the</p> <p>4 sheriff says."</p> <p>5 And sure enough, the sheriff came out</p> <p>6 and supported those kids. "Where do you want</p> <p>7 them to go? It's football. They're playing</p> <p>8 football."</p> <p>9 I said, "It's going to tear up the</p> <p>10 field."</p> <p>11 THE CHAIR: We voiced our concern with</p> <p>12 that sheriff deputy, didn't we?</p> <p>13 MR. MAYS: Yeah, we did.</p> <p>14 THE CHAIR: I want to make sure that</p> <p>15 Corporal Gundersen knows that if we can</p> <p>16 legally have people trespassed for being in a</p> <p>17 construction zone, then we do it.</p> <p>18 MR. MAYS: Okay. So you're talking</p> <p>19 during construction, or are you talking --</p> <p>20 THE CHAIR: Both.</p> <p>21 MR. MAYS: -- anytime?</p> <p>22 THE CHAIR: I think that there's some</p> <p>23 reasonable period of time that it's still</p> <p>24 considered a construction zone.</p> <p>25 MR. MILLS: How long do we anticipate</p>   |

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| <p style="text-align: right;">Page 297</p> <p>1 the fields after they're sodded to not be<br/>2 usable?<br/>3 MS. WHYTE: Two months.<br/>4 MR. MAYS: They reference six weeks.<br/>5 Six weeks minimum. So six to eight weeks for<br/>6 Bermuda sod to properly root itself.<br/>7 MR. MILLS: So -- I'm just listening to<br/>8 the conversation. Should we fence it?<br/>9 MR. MAYS: Well, we've had to replace<br/>10 sections before, and what we did was we<br/>11 caution-taped it, and we put the signage out<br/>12 there in -- on bulletin boards saying "This<br/>13 field is closed."<br/>14 And we didn't have to chase too many<br/>15 people off. Certainly the league stayed off<br/>16 of it. So we did have to chase one or two<br/>17 off, but Mr. Loumone across the street is<br/>18 pretty good about keeping eyes on -- keeping<br/>19 eyes out there.<br/>20 MR. MILLS: What is the rental fence?<br/>21 What is that rental fence?<br/>22 MR. MAYS: I'm not sure on the soccer<br/>23 field.<br/>24 MS. WHYTE: Prodigy.<br/>25 MR. MAYS: We had it around the</p>  | <p style="text-align: right;">Page 299</p> <p>1 respectful. I have to say I'm very impressed.<br/>2 I didn't think it would be that easy.<br/>3 THE CHAIR: And you're going to get the<br/>4 bollards in on Glenclyff Park?<br/>5 MR. MAYS: Yeah.<br/>6 MS. WHYTE: Yes.<br/>7 MR. MAYS: But this plant material will<br/>8 block those two, and we'll use some bollards.<br/>9 To get back to the soccer field real<br/>10 quick though, Erin, are we just -- is the<br/>11 Sunday league good to go? Can I unlock their<br/>12 goals -- or our goals?<br/>13 MS. MCCORMICK: Well, they need to sign<br/>14 the agreement, and we'll need to sign it. So<br/>15 I know Sonny is going out of town, but if I<br/>16 can email it to you -- and I'll get Mark to<br/>17 execute it, and then I'll send it to you,<br/>18 Doug.<br/>19 MR. MAYS: Okay. And then after it's<br/>20 signed, then we can --<br/>21 MS. MCCORMICK: Yes. We talked to them<br/>22 about playing on Sunday, so --<br/>23 MR. MAYS: Okay.<br/>24 MR. CHESNEY: Motion to adjourn.<br/>25 MR. MILLS: One final thought,</p> |
| <p style="text-align: right;">Page 298</p> <p>1 basketball court, and it was pricey.<br/>2 MR. MILLS: Just a thought.<br/>3 THE CHAIR: For eight weeks it could be<br/>4 \$10,000.<br/>5 MR. MAYS: It could be.<br/>6 MR. MILLS: Okay. Just a thought.<br/>7 MR. MAYS: So we just have to put the<br/>8 proper signage, and they respected it.<br/>9 MS. WHYTE: I'll tell you Baybridge<br/>10 Park, the residents have been very respectful.<br/>11 I'm surprised that we haven't had more gate<br/>12 crashes, if you want to call them, in there<br/>13 during this construction. I'm really<br/>14 surprised. Everybody has been very respectful<br/>15 of the fact that the park is closed. They're<br/>16 not -- you see one or two people walking<br/>17 around in the field, but --<br/>18 MR. CHESNEY: Well, people walk --<br/>19 MS. WHYTE: They walk through it.<br/>20 MR. CHESNEY: They walk through, but<br/>21 they're not --<br/>22 MS. WHYTE: But they're not on the<br/>23 field. They're not using the pavilions.<br/>24 They're not anything. They just know that the<br/>25 park is closed, and -- and so they're being</p> | <p style="text-align: right;">Page 300</p> <p>1 Mr. Chair.<br/>2 THE CHAIR: Yes, sir.<br/>3 MR. MILLS: We haven't given any thought<br/>4 to -- and I don't know if it's something we<br/>5 want to do or not, but it was -- in driving by<br/>6 the construction over here one day, the<br/>7 thought occurred to me: Do we do a grand<br/>8 opening or a ribbon cutting to re-open these<br/>9 parks? Any thought or interest in that?<br/>10 THE CHAIR: I figured the WCA was going<br/>11 to do it.<br/>12 MR. CHESNEY: That's an old -- yes.<br/>13 That's an old --<br/>14 MR. BARRETT: You've been waiting five<br/>15 years for that.<br/>16 MS. WHYTE: I mean we could do it for<br/>17 the --<br/>18 MR. MILLS: Well, I wasn't around then,<br/>19 so --<br/>20 MS. WHYTE: Jim, we did do a ribbon-<br/>21 cutting ceremony for the fitness equipment.<br/>22 We did do that. We -- we had our wonderful<br/>23 media coverage, and we had our WCA and our --<br/>24 because it was a joint project between the<br/>25 two, and --</p>  |

1 MR. MILLS: I wasn't involved in that.  
 2 MS. WHYTE: -- it was nice, and -- but I  
 3 agree. I mean I could -- we could do it. We  
 4 can get a couple of balloons and make an  
 5 official whatever, and then the first person  
 6 that slides down -- I'll let Bob Argus do that  
 7 spinning thing.  
 8 THE CHAIR: You want the hard hat and  
 9 the gold scissors.  
 10 MR. CHESNEY: I'll just take the  
 11 scissors.  
 12 MR. MILLS: Just a thought.  
 13 MS. WHYTE: Okay. Well, let me know if  
 14 that's what you want to do. I can easily plan  
 15 that.  
 16 THE CHAIR: Anything else?  
 17 MR. MILLS: Motion to adjourn.  
 18 THE CHAIR: Motion to adjourn.  
 19 MR. CHESNEY: Second.  
 20 THE CHAIR: All in favor?  
 21 (All members hands raised.)  
 22 THE CHAIR: All right.  
 23 (At 8:25 p.m., the proceedings were  
 24 concluded.)  
 25

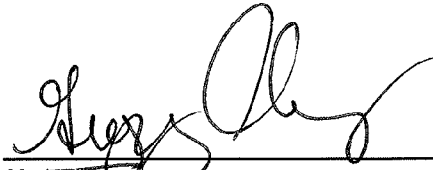
CERTIFICATE OF REPORTER

STATE OF FLORIDA:  
 COUNTY OF HILLSBOROUGH:

I, Kimberly Himes, Notary Public in and for  
 the State of Florida at Large, do hereby certify that  
 I reported in shorthand the foregoing proceedings at  
 the time and place therein designated; that my  
 shorthand notes were thereafter reduced to  
 typewriting under my supervision; and that the  
 foregoing pages are a true and correct, verbatim  
 record of the aforesaid proceedings.

Witness my hand and seal April 22, 2016, in  
 the City of Tampa, County of Hillsborough, State of  
 Florida.

Kimberly Himes  
 Notary Public  
 State of Florida at Large

  
 Mark Pagusa  
 Secretary