

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: MONTHLY BOARD MEETING

DATE: January 5, 2016

TIME: 4:05 p.m. to 6:58 p.m.

PLACE: Westchase Community Association

Office

10049 Parley Drive

Tampa, Florida

REPORTED BY: Rebekah M. Lockwood, RPR

Notary Public

State of Florida at Large

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APPEARANCES:

BOARD MEMBERS PRESENT:

Mark Ragusa, Chair

Greg Chesney

Bob Argus

Brian Ross

Jim Mills

ALSO PRESENT:

ERIN McCORMICK, ESQUIRE

Buchanan Ingersoll

401 East Jackson Street

Suite 2500

Tampa, Florida 33602

Andrew Mendenhall

Doug Mays

Sonny Whyte

Christopher Barrett

Tonja Stewart

Neale Stralow

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1 The transcript of proceedings, before the
2 Westchase Community Development District, on the 5th
3 day of January, 2016, at the Westchase Community
4 Association Office, 10049 Parley Drive, Tampa,
5 Florida, beginning at 4:05 p.m., reported by Rebekah
6 M. Lockwood, RPR, and Notary Public, in and for the
7 State of Florida at Large.

8 *****

9 THE CHAIR: Good afternoon. Happy New
10 Year, everybody. I would like to welcome
11 everybody to the January 5, 2016 Westchase
12 Community Development District meeting.

13 The record should reflect all supervisors
14 are present.

15 If everybody could stand and join me in
16 the pledge of allegiance.

17 I pledge allegiance to the flag of the
18 United States of America and to the Republic
19 for which it stands, one nation under God,
20 indivisible, with liberty and justice for all.

21 We have the consent agenda. Mr. Argus
22 has pointed out one typographical on Page 13,
23 Line 16. It says ER. It should be ERU for the
24 equivalent residential units. Other than that,
25 I'm not aware of any other changes to the

1 my -- do you need anything from me?

2 MR. MAYS: No, not really.

3 MR. STRALOW: You probably -- if yours is
4 minor, you probably want to move it and --

5 THE CHAIR: Why don't we go ahead with
6 you then.

7 MS. STEWART: Okay. Update on the
8 erosion repair work on Stockbridge. We're
9 having a meeting on Thursday to meet with the
10 contractor so that they can initiate the work
11 shortly thereafter. So we're moving that
12 forward.

13 The conveyance of the borrow pit north
14 of -- or Westlake Townhomes from M/I Homes, I
15 have gotten a phase one, a phase two
16 environmental audit, as well as their zoning
17 conditions and their SWFWMD permit. They have
18 asked that we comply with the zoning conditions
19 and the SWFWMD permit.

20 So I just got all this stuff today. So
21 I'm going to forward everything to Erin, so
22 that she has it to take a look at.
23 Interestingly enough, I think the zoning
24 conditions prohibit a fence between the pond
25 and the houses.

1 December 1, 2015 meeting minutes.

2 A motion to approve the consent agenda
3 with that amendment would be appropriate.

4 MR. MILLS: So moved.

5 THE CHAIR: Do we have a second?

6 MR. ARGUS: Second.

7 THE CHAIR: Any discussion?

8 All in favor, please raise your hand.

9 That motion passes five to nothing.

10 Engineer's report. Tonja, are we going
11 to split this with you and Neale? How are we
12 going to handle the engineer's presentation?

13 MS. STEWART: I believe that Neale's
14 presentation will stand on its own. So I don't
15 think -- I don't think --

16 MR. STRALOW: I think it's Sonny's and
17 Doug's presentation.

18 MS. STEWART: Yeah.

19 MR. MAYS: It will be everybody's.

20 THE CHAIR: All right. Tonja, do you
21 have something independent of the project?

22 MS. STEWART: I do.

23 THE CHAIR: Okay. Why don't you --

24 MS. STEWART: But if you want me to hang
25 out until you guys go through it. Do you need

1 MS. WHYTE: It's always been there,
2 though.

3 MS. STEWART: I'm sorry. I haven't had a
4 chance to look at it. I just got it today. So
5 I'm -- we're going to have to work some details
6 out in reading through it. So I'm just kind of
7 like warning, warning. So at least we're
8 progressing to move forward with it. I think
9 they provided us everything that we've asked
10 for. We need to review it. And then they're
11 going to be providing a deed and a legal
12 description and sketch to basically come back
13 and provide to you for your review.

14 So as soon as I get that, Erin, I'll let
15 you know. She said that, if for some reason
16 over the next couple weeks, if reviewing all
17 the documents, she said that we had issues, to
18 let them know, and they will meet with us or
19 whatever we need to do.

20 And we did note that the wetland
21 mitigation area that's on the northwest corner
22 between the houses and the pond, they are going
23 to retain, and they'll be responsible for the
24 success of it.

25 MS. MCCORMICK: So is this information

1 coming from Judy James or --

2 MS. STEWART: No. It's coming from Betty
3 Valenti from M/I Homes.

4 MS. McCORMICK: Okay.

5 MS. STEWART: Now, she did get the zoning
6 conditions from Judy James' office.

7 THE CHAIR: Tonja, I know it's a quick
8 read. But are you telling us, based on your
9 initial impression -- and you and Erin will
10 obviously get a better grip on it -- are you
11 telling me that the fence that currently exists
12 between the Westchase homes and that pond are
13 not properly zoned?

14 MS. STEWART: I'm saying there's a
15 condition in the zoning condition that -- I
16 don't want to say prohibits -- doesn't allow
17 the installation of a fence. And I think that
18 was -- I suspect it was for the benefit of the
19 residents being able to see the pond and not
20 block their view of it. Okay.

21 So -- but we need to do some research on
22 it. I mean, like I said, I just got this
23 today, did a quick glance and went, "Mmm, we
24 may have to deal with addressing this in some
25 way, shape, or form."

1 THE CHAIR: Sonny.

2 MS. WHYTE: The Stonebridge fence is very
3 tiny, and it's falling apart. It's short, but
4 the residents --

5 MS. STEWART: I was worried more about
6 the wooden one.

7 MS. WHYTE: Yeah. The Stockbridge one --
8 what is it, Sturbridge? The Sturbridge, a lot
9 of those are all basically wooden. Most of
10 those are wooden.

11 MR. MAYS: No. They're --

12 MS. WHYTE: There's a couple of --

13 MR. MAYS: They're the steel.

14 MS. WHYTE: -- steel fences.

15 MR. MAYS: Black wrought iron is what
16 it's considered, which is along there.

17 MS. WHYTE: There is -- further down,
18 there is some wooden ones.

19 MS. STEWART: Didn't M/I put one up?

20 MR. MAYS: We were concerned -- the
21 concern was that if M/I kept it, they were
22 going to try to put a fence. So it's good to
23 know that they can't. So the residents aren't
24 looking at getting a fence put up there anyway.
25 The only place they would like to see a fence

1 is probably by the TECO power lines on this
2 side so -- preventing people from coming
3 through TECO and going along the back of the
4 lake, and probably on the north end at the last
5 house on that end where our property would
6 begin to keep people from walking through there
7 too. That was the fence that I would think
8 they would be interested in. Because they
9 don't want to block their lake.

10 MS. McCORMICK: The zoning could only
11 affect the property that M/I Homes has, so it
12 couldn't affect what could be done outside of
13 the limits of that property.

14 THE CHAIR: Right.

15 MR. BARRETT: Can you just repeat the
16 location of the mitigation area they want to
17 keep?

18 MS. STEWART: It's the northwest corner
19 of the borrow pit.

20 MR. BARRETT: Thank you.

21 MS. STEWART: Yeah. The thing I thought
22 was strange was, I thought M/I installed a
23 fence at a request of the residents. So that
24 was what I felt was strange, was that they
25 actually -- but it was at the request of the

1 residents. But, still, I think it looks like
2 it may conflict with the zoning conditions, so
3 we may have to iron out some of those details.

4 THE CHAIR: Well, just so we can picture
5 this, if I'm standing in the back of a
6 Westchase home, I'm looking at a lake,
7 retention pond, and then I would see the new
8 M/I project on the other side of that?

9 MR. MAYS: Correct.

10 MS. WHYTE: No. It's north of that.
11 It's north of that.

12 MR. MAYS: The M/I Homes are north of --
13 yeah, north of that lake.

14 THE CHAIR: Right.

15 MR. MAYS: If you're in Stonebridge's
16 backyard, you got a lake, then you have M/I
17 Homes.

18 MS. WHYTE: You can't see them, I don't
19 think, can you?

20 MR. NEYLAN: Not yet. That phase hasn't
21 been started.

22 MS. WHYTE: But you can see them from
23 Davidson. If you look at Davidson from that --
24 when you're going down Montague to Davidson --

25 THE CHAIR: Right.

1 MS. WHYTE: -- just before that open lake
 2 area, if you look over, you'll see them.
 3 THE CHAIR: Right.
 4 MS. WHYTE: But there is that wooden
 5 fence right there. Three homes. Right?
 6 MR. MAYS: Three homes.
 7 MS. WHYTE: Three or four homes.
 8 MR. MAYS: Correct.
 9 MR. NEYLAN: Happens only temporary for
 10 construction to block the --
 11 MS. STEWART: Oh, that's good. Okay.
 12 MR. NEYLAN: Because the plans calls for
 13 a place for the fence to be continued.
 14 MS. STEWART: Okay. That's good.
 15 MR. NEYLAN: Part of phase two.
 16 MR. MAYS: That PVC fencing?
 17 THE CHAIR: All right. So we'll need to
 18 do some -- we'll need to make a final decision
 19 on whether we need to take the lake at next
 20 month's meeting?
 21 MR. MAYS: You did get the proposal from
 22 A&B Aquatics.
 23 THE CHAIR: Yes.
 24 MR. MAYS: Do you understand? I mean,
 25 was it explained pretty good?

1 THE CHAIR: Yes. 2800 annually?
 2 MR. MAYS: No. 2800 initial cleanup, and
 3 then 1800 annually.
 4 THE CHAIR: 18. Okay. I remember.
 5 MR. MAYS: 150 a month, which is 1800
 6 annually.
 7 THE CHAIR: Well, did anybody have any
 8 issue with the additional cost that would be
 9 associated with that?
 10 Mr. Ross.
 11 MR. ROSS: If we take ownership of
 12 something, obviously, we'll have responsibility
 13 to maintain it. But I think it would be
 14 reasonable for us to ask them to deliver it to
 15 us in a certain condition.
 16 THE CHAIR: I don't think that's
 17 unreasonable. Have we shared the A&B estimate
 18 for the initial cleanup?
 19 MR. MAYS: No. But that's a good idea,
 20 that we shared them that \$2800, and they
 21 possibly pay that initial fee.
 22 THE CHAIR: Why don't we go ahead and
 23 provide that estimate to them. They may choose
 24 to deal with their own contractor. I think if
 25 we give them a better understanding of how we

1 expect it to be delivered, I think that's --
 2 that's a good first start. And I don't know
 3 who will do that, Erin or Tonja.
 4 MR. MAYS: Tonja has been dealing with
 5 those people, so probably be best for Tonja to
 6 just discuss it with them, see what they can
 7 do.
 8 THE CHAIR: Okay. As soon as we have the
 9 zoning issues cleaned up, we'll formally act on
 10 this proposal at next month's meeting.
 11 A question in the back.
 12 MR. NEYLAN: Yes. Patrick Neylan,
 13 Stonebridge resident, 9858 Bridgestone Drive.
 14 Just for information purposes you might
 15 want to consider, you talked about conditions.
 16 Recently, I think it was just within the last
 17 week, we've had at least one person drive up in
 18 a pickup truck in the back of our community to
 19 go fishing back there, and just drove all the
 20 way up through the back of our community.
 21 Now, somebody has found out if you go
 22 through the road that goes to M/I Homes that
 23 goes underneath the TECO high wire lines,
 24 there's like a little dirt access road that
 25 TECO used to use to service the lines. Now

1 somebody has found out that you can drive a
 2 truck all the way down to our properties to go
 3 fishing.
 4 So I was just thinking about, if you're
 5 going to do it, see if there's any condition
 6 about putting a fence to cut that access off
 7 there to M/I Homes there.
 8 MR. MAYS: Yeah. That's --
 9 MR. NEYLAN: A fence that kept people or
 10 vehicles from just riding up and down high TECO
 11 lines.
 12 MR. MAYS: That's the fence that I
 13 recommended along -- that runs north and south
 14 on the west side of the property, east side of
 15 the property and another one up here, just for
 16 that reason.
 17 THE CHAIR: That's pretty muddy in there,
 18 isn't it?
 19 MR. MAYS: Yeah. We've had plenty of
 20 mowers stuck in there.
 21 MS. WHYTE: We actually had Tonja
 22 yesterday, there is a big, old, barn metal
 23 gate, if you want to call it, laying on the
 24 ground -- on the side by the -- just next to
 25 that opening.

1 MR. MAYS: Cattle gate.

2 MS. WHYTE: A cattle gate. Maybe we
3 could pull that over. There was a truck
4 yesterday fishing in that brand-new opening we
5 just opened up.

6 MR. NEYLAN: But the fence -- that's
7 talking about is what the homeowners were
8 inquiring about when they were going through
9 the variance to develop that property.
10 Stonebridge residents asked M/I Homes to put a
11 fence up on either end of that lake, so that
12 would prevent people from just randomly walking
13 around the lake into Stonebridge's -- not their
14 backyards, but right beyond their fence, the
15 easement, behind our fence and the lake, try
16 and mitigate just curious people or people that
17 you don't normally see just wandering around.

18 MR. BARRETT: Pat's recollection is
19 accurate. I was at that meeting. That was of
20 significance for Stonebridge.

21 THE CHAIR: Mr. Ross.

22 MR. ROSS: The question you asked me was
23 about the reasonableness of the A&B proposal.
24 That's what I was responding to. I think
25 there's still a lot of work that needs to be

1 talk to the surveyor. He said he's going to be
2 coming in probably next week to put the control
3 points back. But to the best of my knowledge,
4 it has been completed, and it's in the process
5 of being paid. They haven't received the final
6 payment. But it's in the mail.

7 MS. WHYTE: It has been issued. The
8 check went out December 30th. During the
9 holidays, there was -- I had some discrepancies
10 and got a little delayed. But the check did go
11 out to them on December 30th.

12 MR. MILLS: Just want to make sure that
13 notice to owner gets pulled.

14 MS. WHYTE: Yeah. We get those all the
15 time.

16 MR. MILLS: Okay.

17 MS. WHYTE: Thank you.

18 THE CHAIR: Owners have a concern, any
19 claim of lien would be a concern.

20 MR. MILLS: But it's the first step.

21 THE CHAIR: Certainly. But it's a
22 required step of the process, and you don't
23 have to do anything to release it or anything
24 like that. You know that.

25 MR. MILLS: Yeah. I just saw that Andy

1 done on the overall concept. Let's give Tonja
2 a chance to review the paperwork she's got.
3 Let them and staff get together, and they can
4 come up with a whole list of all the things
5 that we may need to put on the table.

6 MS. STEWART: I'll meet with you guys to
7 do an inspection, too.

8 THE CHAIR: Anything else on your list,
9 Tonja?

10 MS. STEWART: Erin, I don't know if
11 there's any additional conversation that needs
12 to be had on the legal description for the
13 townhomes and the property owners' association
14 issue, or was that resolved at the last
15 meeting?

16 MS. MCCORMICK: Well, no, I don't think
17 I -- I don't think there's any other issue that
18 we need to do related to that.

19 MS. STEWART: Then I'm done.

20 THE CHAIR: All right. Why don't we move
21 on to the capital improvement project.

22 MR. MILLS: Before we move on, has the
23 paving of the Vineyards been paid and resolved?
24 I saw a notice to owner that came through.

25 MS. STEWART: It's been complete. I did

1 had sent it, and I just wanted to address it.
2 Thank you.

3 THE CHAIR: All right. How are we going
4 to handle the capital improvement plan? Neale,
5 are you going to handle it, or is Sonny and
6 Doug going to do this?

7 MR. STRALOW: I think we're collectively
8 going to do it. The boards and materials, the
9 proposals have come in physically to your
10 staff. Okay. And so we'd like to step through
11 what those proposals are. And then we can have
12 a discussion about what your observations of
13 the play equipment -- that's really the salient
14 components that we're looking at today. And
15 then some move-forwards.

16 THE CHAIR: As is always the case,
17 someone wants to mess with your presentation.
18 Can you guys figure out who's going to do it?
19 Can you give us the 30,000-foot view and then
20 work down from there? I only saw one water
21 feature estimate. Am I wrong?

22 MS. WHYTE: No visual.

23 THE CHAIR: Yeah. There's others in
24 there.

25 MS. WHYTE: There's three.

1 THE CHAIR: Right.

2 MS. WHYTE: We already determined that --
3 we discussed that -- we had short meeting
4 before this meeting. And we discussed that the
5 one of the proposals was sort of questionable.
6 We did ask them to remove the bricks. His
7 proposal was reusing the bricks, which was not
8 what we had asked him to do. So we're not sure
9 of that one.

10 The other one didn't have enough
11 explanations on the jets, how many jets they
12 were going to use, and, you know -- I'm not
13 saying that it's not going to be great, but --

14 MR. STRALOW: I think from a -- I'll take
15 a stab.

16 MS. WHYTE: Yeah. Go ahead.

17 MR. STRALOW: From a 30,000-foot
18 discussion. You've asked for multiple bids on
19 the improvement program that sits in front of
20 you for the parks. Those have been solicited
21 and submitted and reviewed. Okay.

22 And I think each of us identified that
23 none of them are a hundred percent on the
24 elements that they -- that we had talked about
25 previously. And that there's going to take

1 some additional conversation with the top
2 ranked or the vendor that you like their
3 equipment, because there's a lot of variety in
4 elements that have been proposed, because it's
5 proprietary to those vendors. Okay.

6 So the playground apparatus itself is a
7 major defining feature of the proposals that
8 came in. We have the interactive fountains --
9 the interactive fountain at West Park Village.
10 You had playground apparatus for Baybridge and
11 West Park Village and Glenclyff. Okay. And
12 surfacing of those areas.

13 And one of the proposers went on to -- or
14 two of the proposers went on at Glenclyff and
15 identified the basketball courts and other
16 grading features that were discussed.

17 So there's a lot of variance between
18 those when you put them on a matrix and you
19 start looking at them and trying to say, is it
20 all apples to apples. And so I think the -- in
21 terms of our recommendation to the board is to
22 look at the visual elements that have been
23 provided. Some of those bid proposals exceed a
24 line item budget that we had created. Others
25 are within -- within range when you take the

1 individual line items of our previous
2 budgeting.

3 But what we -- what we need to determine
4 is your level of desire. You wanted an input
5 on to those types of equipments, the look of
6 those. And if we can rank them, who we should
7 negotiate further with, because each one of
8 these bids are going to take work in order to
9 protect both the CDD and get the full delivery
10 of that playground apparatus or interactive
11 fountain. Okay.

12 So that's why the boards are here, and we
13 can go through them individually.

14 THE CHAIR: Mr. Chesney.

15 MR. CHESNEY: Can I ask you this
16 question? So some contractors bid on multiple
17 sections and things like that. They are
18 willing to accept just -- each quote can stand
19 alone? I guess that's what I want to make
20 sure, that that is the case.

21 MS. WHYTE: Yes.

22 MR. MAYS: Yes.

23 MS. WHYTE: As far as we know.

24 MR. CHESNEY: As far as you know. Okay.

25 MR. STRALOW: Well, Sonny had relayed to

1 me in her conversation with them, obviously,
2 these vendors would love to have all the work.
3 Right. You know, a single vendor doing it all.
4 Right.

5 But the reality of how you are going to
6 contract, right, with your contract limit of
7 300,000 per physical project, right, is going
8 to determine some variety in that, unless you
9 want to do something different.

10 MR. CHESNEY: Okay. All right. So the
11 last question I had -- or the next question I
12 had was, so, you know, when we began this, my
13 preference would be to have Doug, with your
14 assistance, kind of manage how we go.

15 Do you have specific recommendations on
16 these vendors? Like would you prefer -- I'm
17 just curious. I'm not trying to put you on the
18 spot or anything.

19 MR. MAYS: No, no. I -- we talked about
20 that too. That's one of the things we talked
21 about. And all three of us have a different
22 vendor that all would like that we -- and some
23 of us used numbers to come up with. Some of us
24 used --

25 MS. WHYTE: Visual.

1 MR. MAYS: -- the visual, the renderings.
2 Some of us used everything in one. Like, for
3 instance, with me, the one that I picked has
4 the playground equipment and the fountain
5 together and the surfacing, where a couple of
6 them only had a playground and surfacing. And
7 one of them has just the water feature.

8 So, yeah, we all have different ones. I
9 mean, you kind of got to look at the pictures.
10 To me, you kind of got to look at these
11 posters. You look at the pictures, and that
12 will give you a good idea what I think you
13 would like. Pretty much all of them, we can
14 get them within the budget.

15 The ARC is the one that I liked. And I
16 met with these people. And -- well, we met
17 with all of them. But I just felt real
18 comfortable with them. Their equipment, the
19 look of their equipment is really nice. And if
20 you talk to Sonny, she liked Dynamo, and it was
21 the different type of look. And then if you
22 talk the Neale, he liked RDP --

23 MS. WHYTE: REP.

24 MR. MAYS: REP. So we all had different
25 things we liked. So, to me, it was all about

1 Spending more in one area and taking off
2 in another is an okay thing to do as long as
3 you maintain all of the improvements that
4 you're looking at, or at least you're
5 recognizing that some of them may not occur.
6 Okay. So low -- lower quality or simplistic
7 type of playground apparatus and overall costs.

8 MR. ROSS: Okay. Well, then, back to
9 Mark's point and trying to be efficient in our
10 meeting today. What would be helpful for me is
11 to not really hear about those that fell off
12 the grid, if you will, that just were sort of
13 obvious they really don't meet our standards,
14 whether those are subjective or objective.

15 And then the other thing is, it would be
16 very meaningful to me to not just hear that
17 each of you have your own favorite, but why you
18 have that particular favorite. So as we work
19 our way into the presentation, if you will, I
20 personally would like to hear what each of your
21 individual thoughts are as to the favorite.

22 THE CHAIR: Mr. Mills.

23 MR. MILLS: Thank you. I'd like to level
24 set right at the beginning here and ask a
25 couple questions about a specific bidder and

1 all in. You know what I mean? Everything.
2 One -- one vendor did it all. For instance,
3 West Park Village, one vendor would do it all.

4 THE CHAIR: Mr. Ross.

5 MR. ROSS: Two different issues. When
6 you get down into the weeds, was there
7 anything, Neale, that you saw that would cause
8 a particular vendor to be disqualified or, if
9 you will, outside of the normal range of
10 parameters because of the quality of the
11 vendor, the quality of the product, unusual
12 issues with regard to maintenance and repair,
13 unusual warranty period, anything like that
14 that caused you to say, "Oh, that party should
15 be out"?

16 MR. STRALOW: I think, yes. I think that
17 there were a couple vendors whose product line
18 weren't sufficient to -- for me to recommend to
19 you to replace your playground structures.
20 They're basic. Playmore was one of them.

21 On the other hand of it, there's ones
22 that are very expensive. And -- and those are
23 a challenge, as well, if you're trying to
24 maintain your budget, your overall budget for
25 all the improvements that you're looking to do.

1 understand how they entered into this
2 discussion.

3 Sax Construction, on their website, they
4 are a home builder. They remodel home
5 bathrooms and kitchens. And there's no
6 reference on their website to commercial work,
7 drainage, elevation, commercial restrooms, or
8 any of that. And yet they've submitted quite a
9 number of bids for some scopes of work that
10 appear off of their website way beyond their --

11 MR. MAYS: That came up because one of
12 the companies that we contacted about
13 playground equipment that also does the
14 fountains, too, he doesn't use a vendor for
15 that -- or he doesn't do that specifically
16 himself, but he does sub this guy out to do a
17 lot of his renovations and remodeling and
18 bathrooms and those type of things.

19 So that's where that came in. So he
20 basically was coming off of, like, ARC, the
21 company I preferred, because of that. Again,
22 it's all in one. You know, that was the vendor
23 he uses for those types of things.

24 As for their website, I didn't pay
25 attention to their website. I just met with

1 the guy, showed him what we were interested in
2 doing. The company ARC is behind him, and I
3 felt comfortable with them. So that's how I
4 came up with him.

5 MR. MILLS: I may have more concerns or
6 questions as we go along --

7 MR. MAYS: Right.

8 MR. MILLS: -- about some of them.

9 MS. WHYTE: I think they're owned by the
10 same company, aren't they?

11 THE CHAIR: And, again, I don't want to
12 get into too much detail, but we had two splash
13 park bids that were exactly identical in costs.

14 MR. MAYS: Pretty close.

15 THE CHAIR: They were exact to the same
16 dollar.

17 MR. CHESNEY: That's because one had been
18 out there forever. He could see it.

19 MS. WHYTE: One is the original one we
20 had. The second one came in 150. And then the
21 other one came in at 90 --

22 MR. MAYS: 82.

23 MS. WHYTE: 92 or 90-some-odd.

24 MR. CHESNEY: 82.

25 MS. WHYTE: 82,700. Yeah. And he's --

1 that's the one that wants to reuse, after we
2 specifically said no. That was the original
3 one that sent the red flag up, because his
4 original bid was 42,000 when it came to me.

5 And he said, "Yeah. But we're going to
6 reuse this."

7 And I said, "No, no, no. We said rebuild
8 complete."

9 And he came back with a bid of 82. So
10 that was -- it was questionable on that.

11 THE CHAIR: And the bathroom quotes were
12 a hundred percent increased, too. One was
13 50-plus, one was 28. Did you take a look at
14 that?

15 MR. MAYS: Uh-huh.

16 MR. STRALOW: Yeah. One of the
17 observations that we made on the bathroom
18 quote, and I believe it was for Sax, was it was
19 an identical quote for the three different
20 bathrooms. And, obviously, there's differences
21 in that. They're not the same order of
22 magnitude.

23 And so those are observations that we
24 wouldn't recommend accepting, but it's going to
25 take additional conversation with that vendor

1 to correct those numbers, because they're --
2 there's no way that they can all be the same.

3 And, you know, we had done a comparison,
4 and talked through it of what our -- what
5 Stantec's original budget line items were
6 relative to the improvements that the
7 individual proposers were making.

8 And those bathroom improvements for the
9 three were in the \$45,000 range for all three
10 improvements. And he was quoting like 29,4 for
11 each one, and whether it was a one stall or,
12 you know, multi-stall.

13 THE CHAIR: We built them for 40,000.

14 MR. STRALOW: Exactly. Right.

15 THE CHAIR: Okay.

16 MS. WHYTE: Out of the five vendors that
17 you have -- technically, I think there's five
18 with a couple of double proposals, like option
19 one, option two. And, again, each vendor has
20 so many variables in playground equipment.
21 This is just what they suggest. Out of the
22 five, only three sent renderings, full boards.

23 One sent us one late this afternoon,
24 which is on a -- this is -- you know,
25 unfortunately, he didn't have enough time.

1 With the holidays, they were closed. So this
2 is one, and I made copies for every one of you,
3 and that is ARC. That is A-R-C. If you'd be
4 so kind as to pass that down.

5 MR. MAYS: Most of these vendors, too,
6 they showed zero interest in dealing with the
7 bathrooms, that type of stuff. That's what
8 they do is playground.

9 I'll be honest with you, 30 days, a
10 month, whatever it was, with the holidays and
11 everything we were going to, there really
12 wasn't a whole lot of time for -- I mean, Sonny
13 has worked her butt off to do this. So there
14 really wasn't a whole lot of time to get a
15 whole lot of vendors willing to come out and do
16 this.

17 You know, we didn't get to discuss the
18 bathroom situation, for instance. I don't even
19 know if, when he originally looked at it, did
20 he include removing the door frames and doors.
21 He may not have. This guy was taking it down
22 to bare shell just about.

23 THE CHAIR: Right.

24 MR. MAYS: So that could be why it's a
25 little bit higher than what the proposed costs

1 were for doing the bathrooms. Because that's
2 going to be your most expensive thing.

3 And then even most of the vendors would
4 say to us, "You should just hire a plumber." A
5 plumber can come in here and change these
6 faucets, these sinks, these mirrors, the
7 bathroom fixtures, those type of things. Then
8 you hire a carpenter just to do the doors.

9 So they were suggesting that do these
10 kind of things, like I say, with basic --
11 exactly. Almost every vendor said that. They
12 didn't want to touch it. And if they did, like
13 Sax, they were adding their cost on for the
14 company that subbed them out basically. So the
15 best way to do it would be to contact our
16 plumber that we use all the time, and see what
17 his prices are, too. But he's been on vacation
18 for two weeks out of the four weeks we've been
19 gone. So these are the kind of situations we
20 ran into.

21 THE CHAIR: Well, I thought we wanted to
22 avoid a situation where the CDD staff was
23 serving as the general contractor.

24 MR. MAYS: I didn't think that, because
25 I've been told I thought I was supposed to just

1 MR. MAYS: Out of all the people we
2 talked with, he's the only one that gave us any
3 information.

4 MS. WHYTE: And he also informed us that
5 these prices may vary. But once they open up
6 the walls and the plumbing -- because we're
7 looking at hands-free on most of everything.
8 And he's -- they're not sure that our pipes can
9 handle what we've got. So there may be some
10 additional piping, and they won't know until
11 they open it.

12 MR. MAYS: I didn't see anywhere anybody
13 put any water fountains against the bathroom
14 walls.

15 MS. WHYTE: Yeah. None of the
16 proposals -- everybody was asked for a water
17 fountain.

18 MR. MAYS: And we asked everybody.

19 MS. WHYTE: Not one of them is in there.

20 MR. MAYS: So I'm thinking a lot of it
21 had to do with our time schedule.

22 MR. CHESNEY: I mean, I'll go back to
23 your question. My impression was from the
24 beginning, or at least my preference was, is
25 that I won't call Doug the --

1 kind of --

2 THE CHAIR: Yeah. I viewed you guys as
3 project manager, not the general contractor.

4 MR. MAYS: Okay.

5 THE CHAIR: You really want to us have us
6 pulling permits?

7 MR. MAYS: Not -- yeah. I would deal
8 with the plumber and let him pull the permits.

9 THE CHAIR: Because that's not in the
10 materials we've got. You're kind of raising a
11 completely different path for this project.
12 Obviously, it would be less -- well, not
13 obviously. It should be less expensive --

14 MR. MAYS: Well, yeah.

15 THE CHAIR: -- because you're not paying
16 for general contractor's percentage increase,
17 whether that's six percent or ten percent, I
18 don't know.

19 MR. MAYS: Right.

20 THE CHAIR: The bathroom kind of -- I
21 spent more time looking at the bathrooms. And
22 the cost was just --

23 MR. MAYS: Oh, yeah.

24 THE CHAIR: -- beyond comprehension. I
25 was like, what?

1 MR. MAYS: The general manager.

2 MR. CHESNEY: -- general contractor.

3 But, I mean, he knows the property better than
4 anyone. He has a vested interest in making
5 sure it comes out exactly right. And if he
6 makes a mistake, then we got ten percent extra
7 if he screws something up, which I don't think
8 will happen.

9 So -- which goes to it, like, my
10 preference on this, and I've said this from the
11 beginning, so this isn't a surprise, as far as
12 my vote goes, it's no offense to you two, but
13 it's whatever Doug wants. I think that --
14 because he's taking the bulk of the
15 responsibility and managing it. So I want him
16 to feel comfortable with the contractor that he
17 chooses.

18 THE CHAIR: Let me just remind you of the
19 last capital improvement plan we did. We had
20 one -- we did design-build basically. RDC did
21 it all. And when we had a problem, we called
22 RDC, and they made it right. We didn't have to
23 have Doug call the plumbing contractor, who may
24 or may not still be in business, to come repair
25 the leak inside the wall or cut up the slab to

1 get a drainpipe that's leaking underneath the
2 slab.

3 You know, there's a reason why you have
4 general contractors and/or a design-build
5 contract. If there's a problem, that's who you
6 go to. I am really hesitant to have us
7 subcontracting the work. I would rather have
8 one entity to look to, to look into their bond
9 or their insurance or their wherewithal, the
10 resources if there's a problem in the future,
11 especially since 90 percent of what we're doing
12 is for ADA compliance.

13 That's just the way I sit here. I can be
14 convinced if there's dramatic pricing. But
15 I'll also tell you guys right now, I read the
16 materials. I couldn't figure out who was who
17 and what was what. I tried -- I charted it. I
18 couldn't figure out who was bidding. One guy
19 bid everything. One guy bid a splash park
20 only. One guy bid a bath -- it was so
21 unbelievably disappointed.

22 And I was wondering how you guys were
23 going to tell us who to pick. I was expecting
24 some crazy flow chart on this, that, that and
25 this, and that and the other as the whole

1 project. I don't know how you're going to do
2 it.

3 MS. WHYTE: Basically, what I suggested
4 to -- what my suggestion would be to you guys
5 is, first of all, look at the design. There
6 may be playground equipment we're going to show
7 you that you're going to go, "Geez, that's just
8 absolutely not at all what we're interested
9 in." Done, finished. That's gone. Next
10 contractor, you don't like that, gone. Bring
11 it down to what visually you would like to see
12 in your parks, and then we can go back to the
13 drawing board. We can eliminate, A, B, C. We
14 can eliminate vendors that way. It also comes
15 down to pricing.

16 MR. STRALOW: You will get to your
17 priority, and you will allow us to negotiate
18 all of the elements in -- that we're missing.
19 Okay. And the -- and the provisions, the
20 provisions that they add in some of their
21 standard language that you're not going to want
22 in a contract. Okay.

23 So they -- they provided information.
24 They provided visuals of it. Many of them are
25 very good looking and would work. It's about a

1 preference and a choice of the type of
2 equipment. And then we can get them into a
3 tighter form to give you a bid that is under
4 your thresholds, or alternative, if that's how
5 you choose to go.

6 THE CHAIR: Mr. Mills.

7 MR. MILLS: Thank you. So two things
8 before I forget. One is, I think we had a
9 conversation at a prior meeting, does Stantec
10 provide the GC type services that we're talking
11 about?

12 MR. STRALOW: No, we don't. We're a
13 design site.

14 MR. MILLS: Because I agree with you,
15 Mr. Ragusa, that if you've got a GC, and you're
16 not paying, you know, an exorbitant amount,
17 that's the way to go. Certainly, with staff's
18 guidance and assistance, right.

19 The reason that I -- I'll come back to
20 Sax, because now I've heard they're already
21 pre -- you know, foreshadowing change orders,
22 right. And the reason I looked them up on the
23 website was because I sorted through this
24 pretty carefully, too, and the thing that came
25 out to me was that they were half of everybody

1 else straight down the page.

2 And in my prior lives, I've lost a lot of
3 work to contractors that bid low and change
4 ordered you to death and ended up with a higher
5 end of project costs. Yeah. And so that's an
6 indicator of trouble ahead, right. Whereas, if
7 there are two interactive fountains that are
8 16,000 apart on \$150,000 bid, that's range,
9 right. 80,000 is not in that range.

10 And if we're talking about, well, I
11 thought I was going to use other parts and old
12 parts, and now I have a change order for this
13 and a change order, and there's no end to that.

14 So that's a real danger sign for me,
15 coupled with when I then looked them up, and
16 they don't do any of this kind of work, at
17 least nowhere that I could find. One of their
18 testimonials was, some lady said they did a
19 great job remodeling their kitchen.

20 MS. WHYTE: They're a general contractor.

21 MR. MILLS: Yeah. But that's a concern,
22 right. But I think if we can navigate our way
23 to a GC position, I think that's the way to go.
24 And I think probably what we ought to do is get
25 started and see what they have, and see if that

1 doesn't separate some of it and simplify the
2 path that we want them to move forward on.

3 MS. WHYTE: A lot of these are -- just to
4 give you a little bit of breakdown on what
5 we've been informed on, is these are playground
6 companies. They furnish playground equipment.
7 They hire or have installers that they
8 subcontract to.

9 THE CHAIR: Sure.

10 MR. MILLS: They subcontract to.

11 MS. WHYTE: They work with or they own.
12 They, you know -- they usually -- because of
13 the lawn and extra billings and whatever else,
14 two of the contracts, and I believe Sax is in
15 that one, is -- they informed us they have this
16 equipment. They bring, they furnish, and these
17 guys install it for them. That is a part of
18 their company, but they bill it two separate.

19 So these are -- this is the playground
20 equipment. These are the installers. And they
21 will bid -- this is where your confusion came
22 in. Trust me, mine, as well, and Neale's. You
23 know, because you've got this people bidding
24 this and this guy bidding this. And I'm going,
25 okay, so who's doing what, and where is it

1 The bathrooms, I think any good general
2 contractor can do. If they've got commercial
3 experience, that's better. And renovating
4 commercial space, that's very valuable.

5 And then you've got the pure playground
6 equipment, the vendor who supplies the actual
7 stuff that kids play on. My concern is, and
8 what I'm hearing is, that the companies that
9 supply the playground equipment don't do the --
10 they don't even install their own equipment,
11 and, let alone, the people they subcontract the
12 installation part of, they're not the people
13 who really are equipped to handle the site work
14 underneath the playground equipment.

15 MS. WHYTE: Some are.

16 MR. STRALOW: I would not characterize
17 that uniformly. I agree. I think it behooves
18 the playground apparatus vendor to ensure that
19 their product goes in the ground well. Okay.
20 And so they know their systems. They know the
21 subsurface. They know the ADA compliance.

22 They all know about pour-in-place
23 materials. They had some good recommendations
24 about even extending pour-in-place, you know,
25 instead of having mulch in close proximity for

1 going, and how much is the final number, which
2 is basically what you're going to look at. So
3 there's two contractors like this. Right?

4 MR. MAYS: I remember one. But.

5 MS. WHYTE: Well, APARK and ARC. Those
6 are the two.

7 MR. MAYS: ARC is one.

8 MS. WHYTE: APAC is the same one. They
9 have a secondary contract.

10 MR. STRALOW: Play systems.

11 THE CHAIR: Neale, correct me if I'm
12 wrong, I looked at this, there are five
13 specialized -- sort of specialized contractors
14 for our projects, major services components.
15 Maybe that's the right word. Splash park is
16 kind of unique feature. It's -- it's brick
17 pavers and pool pumps, so it's not all that
18 complex. The site work is unique, because we
19 had drainage issues. We're apparently ripping
20 out basketball courts and redoing basketball
21 courts and reshifting fields --

22 MR. STRALOW: Soccer field.

23 THE CHAIR: -- and soccer field. That's
24 a unique issue. That's not your typical
25 general contractor.

1 longevity of those systems.

2 All of that is good. And I think you're
3 on the mark on site improvement, site civil
4 type improvements, which you have a park that
5 has some flooding that is more than just a
6 minor -- a minor fix, right. There's some
7 grading in there, and there may be some inlets,
8 and there's some things that would make it more
9 substantial, ergo, that's a site guy, that's a
10 site contractor that's going to do the grading
11 of the soccer fields. And, you know, the
12 basketball pads aren't difficult, but it's
13 probably on that type of contractor as well.

14 So those are two different entities. And
15 you're right, but I wouldn't say --
16 characterize that -- I think from the vendor's
17 standpoint, it's their playground apparatus
18 going in the ground, and they're going to make
19 sure that it is well done.

20 THE CHAIR: Okay.

21 MR. MAYS: And most of them have
22 explained it to us that way, that this needs to
23 be took out and new different levels of rock,
24 crushed rock, different types of -- not even
25 the same rock levels, two different levels to

1 properly prep the area to put their
2 pour-in-play in place. Because they don't want
3 water sitting on top of it. Because we talked
4 about the best places for water to drain out of
5 these parks, you know, which direction it
6 should flow in.

7 And that's why one of the vendors, and
8 now a few of them have discovered, too, is,
9 even on our existing canopies, there's rust at
10 the bottom of the poles. So most of these
11 vendors are actually recommending we pull out
12 the old canopies. There's only one company
13 that actually said they would put it in our
14 existing stuff. But we really don't want them
15 to. Because if they put it in the existing
16 stuff, that means the ground is going to be
17 low -- to bring it up is going to be too close
18 to the canopies now.

19 So the other companies are all
20 recommending that you buy their equipment that
21 has the canopies with it.

22 MR. STRALOW: The shading.

23 MR. MAYS: The shade structures with it.

24 MR. STRALOW: Individually.

25 MR. MAYS: Which most of them, if you --

1 play structures in?

2 MR. MAYS: No.

3 THE CHAIR: Do they have any remedial
4 use? Can we put them somewhere else?

5 MR. MAYS: Not really since they're
6 wooden, and wood is no longer compliant.

7 THE CHAIR: No, the canopy structures.

8 MR. MAYS: Oh, the canopies.

9 THE CHAIR: Those are coming out?

10 MS. WHYTE: That's what the
11 recommendations were. When they started to
12 explore, when they went -- the contractors
13 looked at the parks, and Doug called -- you
14 know, Doug confirmed that they are starting to
15 rust.

16 THE CHAIR: The new equipment would go
17 underneath the existing canopies.

18 MR. MAYS: No equipment will go -- those
19 canopies would go out.

20 THE CHAIR: Is the new equipment going
21 where the canopies currently sit?

22 MS. WHYTE: Well, the playground changes,
23 you'll see.

24 MR. STRALOW: Wherever that play
25 apparatus is situated, those images have small

1 you know, when you see some of these pictures,
2 you'll see some of them do have new play
3 canopies, which some of the play canopies or
4 the canopies actually look pretty darn good to
5 the point where they -- you can't climb on
6 them. You know, they're pitched a little bit
7 higher. Just makes it difficult for the
8 problems that we're having in these parks with
9 a kids climbing on them anyway.

10 And if the poles -- I did go over there
11 and check. And sure enough, I found rust at
12 the bottom of the poles. It's not bad, but
13 it's starting. I mean, okay, we could get
14 another ten years out of it.

15 But like I said, we got to bring that
16 ground up. Now, if we bring the ground up and
17 leave it on top of these poles anyway, we're
18 probably putting even more water in there. So
19 we have to make sure we have bring the ground
20 up with proper rock and equipment underneath.
21 And with proper levels of the pour and play to
22 slope it off properly. And I think that really
23 means that we are going to have to go with new
24 canopies.

25 THE CHAIR: Are we leaving the existing

1 shade structures over top of --

2 THE CHAIR: I saw that. Just like in
3 here.

4 MR. STRALOW: Instead of a large canopy
5 over the entire play area.

6 THE CHAIR: Well, I hate to throw those
7 away. Because you can easily correct any
8 surface rust on the play leg, the structures.

9 MR. MAYS: Yeah. Yeah, you could.

10 MS. WHYTE: Maybe we could use them
11 somewhere else or keep them.

12 MR. MAYS: I'm wondering how easy that
13 would be to pull -- to get out anyway, as heavy
14 as it is. That's some pretty heavy-duty stuff.

15 THE CHAIR: You'd have to weld -- you'd
16 have to cut through the steel structure --

17 MR. MAYS: Right.

18 THE CHAIR: -- reweld it in place.

19 MR. MAYS: Plus they're concreted in at
20 the bottom in quite a bit of concrete, I would
21 imagine.

22 THE CHAIR: Those were 30, \$40,000
23 structures that aren't that old.

24 MR. MAYS: Ten years.

25 MS. WHYTE: Ten years, 11 years now.

1 MR. MAYS: Yeah.
 2 MR. CHESNEY: Yeah, you've been around a
 3 while.
 4 THE CHAIR: Look who's talking. I'd just
 5 like to give some thought to us saving those
 6 canopies.
 7 MS. WHYTE: Okay.
 8 THE CHAIR: Because they could certainly
 9 be used at Glenclyff Park.
 10 MR. MAYS: It seems like -- I was going
 11 to say that, too. Glenclyff Park, some of the
 12 play areas out there, it would be nice to have
 13 a little canopies -- a canopy under.
 14 THE CHAIR: I understand --
 15 MR. MAYS: Watch soccer.
 16 THE CHAIR: -- the logistics of moving
 17 them, it could be cost prohibitive, getting
 18 them out of the ground and moving them, because
 19 they're pretty good-size structures. I don't
 20 know if they'll go down the road.
 21 MR. MAYS: Yeah. That's true, too.
 22 THE CHAIR: You may have to cut them
 23 through, cut them in half.
 24 MR. MAYS: And then if you're -- now,
 25 you're rewelding, so you're talking about the

1 integrity of the steel.
 2 THE CHAIR: There's no laterals between
 3 the four posts?
 4 MR. STRALOW: Yeah. They go up to the
 5 center, I believe.
 6 MR. MAYS: Just the center, yeah.
 7 MR. STRALOW: Yeah. So it's probably --
 8 it's probably a bolted -- I didn't look at it.
 9 But it's probably a bolted system coming off
 10 the vertical four corners, you know.
 11 THE CHAIR: Mr. Ross.
 12 MR. ROSS: I think almost everything
 13 we're talking about are stuff that's within our
 14 wheelhouse, pretty easy for us to tackle. The
 15 one thing out there that involves in my mind
 16 some different animal is the subjectivity
 17 that's with the play equipment. And so I would
 18 like us to go ahead and get into that. Let's
 19 hear the presentation and --
 20 MS. WHYTE: Well, there's not a lot of
 21 presentation. It goes to the visual look.
 22 MR. ROSS: Short and sweet.
 23 MS. WHYTE: Short and sweet. This is
 24 Kompan. Very futuristic, very European
 25 looking. They're out of Czechoslovakia. Am I

1 correct, Neale?
 2 MR. STRALOW: That's where their
 3 manufacturing occurs, yeah.
 4 MR. MAYS: Which you can imagine parts
 5 would be difficult to get possibly.
 6 MS. WHYTE: We -- as I indicated -- or
 7 they all indicated to us they would have no
 8 problems getting replacement parts, which is
 9 typical. So you won't know until -- okay. So
 10 this is Kompan. Very futuristic,
 11 pour-and-play. A lot of the companies have
 12 indicated that the drops -- you know, some have
 13 given you pictures, when you look at your
 14 proposals, of drop zones. Others have taken it
 15 all the way to the end.
 16 Because keep in mind, if you put mulch --
 17 this is what we've been told. If you put mulch
 18 on this, they could poke holes into that,
 19 causing it to be damaged. If you put concrete
 20 bordering around it, you'd have to make it
 21 fairly wide. Then again, you have to make sure
 22 that that is far enough back from the drop
 23 zone. And, then, of course, you could put
 24 artificial turf, which was an option. Very
 25 costly, of course, though, right. But very,

1 you know --
 2 THE CHAIR: Three-year return.
 3 MR. MAYS: That's right.
 4 MS. WHYTE: But keep in mind, Neale will
 5 fill you in on that. Or you take it all the
 6 way to the parameter, and then you have no
 7 obstruction. Because you can't take a mower
 8 onto it, you can't take an edger, weeder,
 9 whatever.
 10 THE CHAIR: You can?
 11 MS. WHYTE: You cannot. Cannot. Can't.
 12 So this is Kompan. And, again, like I said, it
 13 goes down into what type of equipment -- and,
 14 again, all of the vendors that we've gotten,
 15 that is their suggestion.
 16 If you don't like this, he's gone. We
 17 pick something else. Everything is adjustable.
 18 Everything is -- you know, it doesn't have to
 19 be this. It's a visual of what you'd like to
 20 see in your park.
 21 THE CHAIR: Mr. Ross.
 22 MR. ROSS: And none of the three of you
 23 recommended --
 24 MR. MAYS: Kompan.
 25 MR. ROSS: -- Kompan?

1 MS. WHYTE: I like it. I just don't know
 2 whether or not it is for Westchase.
 3 MR. ROSS: No. It's important to me to
 4 understand why one of you may have supported a
 5 certain --
 6 MS. WHYTE: This is --
 7 MR. ARGUS: Back on the --
 8 MR. MILLS: Before you go to that one --
 9 MR. ARGUS: Yeah.
 10 MR. MILLS: Kom -- go ahead.
 11 MR. ARGUS: Go ahead.
 12 MR. MILLS: Sorry. Go ahead.
 13 MR. ARGUS: I insist.
 14 MR. MILLS: In some of the documents we
 15 got, Kompan offered a special through 12/30.
 16 It's now January 5th.
 17 MS. WHYTE: Well, they knew that the
 18 proposal was coming through. They have sales.
 19 Obviously, if we pick Kompan, we'd have to go
 20 back. Now, keep in mind, this is per
 21 playground. So this is not overall budget.
 22 This is individualized items for West Park
 23 Village, Baybridge Park and Glenclyff Park. So
 24 you don't necessarily have to have the same
 25 vendor on each park, or you do if you like

1 their equipment. Okay. So -- sorry.
 2 MR. ARGUS: On the one we just saw, none
 3 of them -- none of the illustrations you showed
 4 had canopies over the --
 5 MS. WHYTE: They are the contractor who
 6 we didn't -- they didn't come back to us, but
 7 they suggest -- you know, we had said we wanted
 8 to use our own until we discovered later on
 9 that we're having rust.
 10 MR. ARGUS: Do you know if they have
 11 specific canopy structures for each of their --
 12 MS. WHYTE: All of the contractors would
 13 supply us with quotes and proposals for a
 14 structure. We can certainly address that with
 15 that contractor.
 16 MR. ARGUS: Okay. Thank you.
 17 MS. WHYTE: This is Dynamo. They came in
 18 very, very late, the week before -- two days
 19 before Christmas, three days before Christmas.
 20 This is a company out of Ontario, Canada.
 21 THE CHAIR: Eh?
 22 MS. WHYTE: They do have a -- I saw this,
 23 and I immediately thought of you. They do have
 24 a vendor here that supplies the product and
 25 warranties and does all of the installs. This

1 is another company that has given you all-in,
 2 including basketballs, fencing, and everything.
 3 So, obviously, some of the fencing would come
 4 out, because their prices was just way out.
 5 This is very unique product. It's very
 6 not necessarily age -- not necessarily age
 7 appropriate to a tot. It goes with teenagers,
 8 adults. Some of their equipment here, these
 9 swings you can sit on. It's by movement. You
 10 can put up to four people, four adults on it,
 11 it can hold. Four children, their swing sets.
 12 MR. BARRETT: Four CD supervisors?
 13 MS. WHYTE: You can do that. I have to
 14 see if we have -- there's a -- whatever the
 15 allotment would be.
 16 MR. MAYS: Watch it. Watch it.
 17 MS. WHITE: It's very unique. It's very
 18 different. And that's probably why I like
 19 this. But they are the most expensive of the
 20 vendors.
 21 This is something they're offering for
 22 the basketball courts. They offer this if we
 23 want to. I mean, obviously, they have the
 24 single hoops. But this is four-way hoop, so
 25 you can actually turn your full-sized courts

1 into multi-hoops. Still give you the same
 2 effect, but you won't have a full court.
 3 You'll have smaller versions of this for, you
 4 know --
 5 MR. CHESNEY: That's cool.
 6 MS. WHYTE: And, of course, this, I'm not
 7 quite sure. This is supposed to be West Park
 8 Village. This is a tot. I wouldn't let my
 9 grandson on that. But, I mean, it's -- but
 10 they claim it is for the age appropriate.
 11 MR. ARGUS: And it rotates?
 12 MS. WHYTE: Yeah. All of theirs -- and
 13 this is all ropes. You've got their book right
 14 there. It is all ropes. All of their drop
 15 zones, because, of course, Doug and I are going
 16 off on just your remarks, saying, you can fall,
 17 you can -- you know, but, where -- how it's
 18 built and how it's strategically done, you
 19 cannot go through. And it's quite -- very --
 20 it's popular. There's lots of variations, lots
 21 of options. Doesn't have to be --
 22 THE CHAIR: What do you mean you can't go
 23 through?
 24 MS. WHYTE: You can't literally fall
 25 from -- if you were at the top of the tower,

1 you would fall like this. You would fall onto
 2 the next thing underneath. You would catch --
 3 you would, you know --
 4 MR. MAYS: I asked the same question.
 5 MS. WHYTE: That's the same thing we
 6 asked them. Trust us.
 7 MR. MILLS: It would make for a good
 8 Christmas tree.
 9 MS. WHYTE: But, I mean, some of their
 10 systems are very unique.
 11 THE CHAIR: They didn't recommend this
 12 45-foot-high structure?
 13 MS. WHYTE: Yeah, I know. No. That's
 14 not for us. That is definitely not for us.
 15 THE CHAIR: Who puts that in a park?
 16 MS. WHYTE: It's very popular. He does
 17 have a lot of references where they do the
 18 work. Doug, right, correct?
 19 So this is Dynamo. Does anybody have any
 20 questions in regards to --
 21 MR. ARGUS: Are there any of those in
 22 this area?
 23 MS. WHYTE: No. I think the closest
 24 was --
 25 MR. MAYS: Orlando.

1 MS. WHYTE: Yeah. I think he said
 2 they're building something or they are doing
 3 something in Orlando. I can certainly get
 4 references for this.
 5 MR. MAYS: Almost all of them have
 6 something in Florida somewhere that --
 7 MR. ARGUS: Okay.
 8 MR. MAYS: Some have quite a few in
 9 Florida, too.
 10 THE CHAIR: I'm going to vote against the
 11 ropes, because I can see our kids burning
 12 through them in nothing flat.
 13 MS. WHYTE: Apparently --
 14 MR. MAYS: Apparently, that stuff, you
 15 can't burn it, you can't cut it. That's what
 16 they told me. I asked the same questions.
 17 MS. WHYTE: Yeah. You can't -- you'd
 18 have to have a machinery --
 19 THE CHAIR: Give us a sample. I've got
 20 ten tools in my house that will cut right
 21 through it.
 22 MS. WHYTE: No, no, no, no, no. They
 23 showed -- they brought us a sample of what is
 24 inside and how it's strung. It is solid.
 25 MR. MAYS: It's steel inside.

1 MS. WHYTE: It's not something you can
 2 cut. That's the first thing Doug asked,
 3 because of the vandalism and stuff.
 4 MR. MAYS: I'm nervous about ropes
 5 myself, because of kids falling.
 6 MR. MENDENHALL: I believe they have the
 7 same at least product for the rope aspect of it
 8 over at the New Tampa -- it's called New Tampa
 9 Gym or something like that.
 10 MR. CHESNEY: The one at Temple Terrace
 11 or --
 12 MR. MENDENHALL: No. The one over in New
 13 Tampa near Tampa Palms. There's a gym and
 14 fitness center there. My daughter takes
 15 gymnastics there. Anyway, they have very
 16 similar things with the thick rope. And it
 17 goes up like very scary high.
 18 MS. WHYTE: But they --
 19 MR. MENDENHALL: None of the kids fall,
 20 though. I'm always amazed. There's like
 21 little kids. And Sonny is right. I mean,
 22 there's -- I guess the fall-back points are
 23 kind of safe. But it goes up high. And you
 24 look, and there's kids like up at the top.
 25 MS. WHYTE: And it's very unique, and

1 it's very gross motor skills. It's not, you
 2 know -- which is what you want your outdoor
 3 play to be.
 4 MR. BARRETT: There's a park in Lakeland,
 5 Mark, that incorporates a lot of that rope and
 6 the climbing structures. And that park
 7 actually sees a lot more activity than
 8 Westchase. And it's held up very, very well.
 9 MS. WHYTE: That's what I -- that's what
 10 the guy told us. He actually told us that the
 11 statistics they showed us about the amount of
 12 people that use the park, it was like
 13 ridiculous. And we're going, no, no, no, we
 14 don't want that many people in our parks. You
 15 know, just because it can hold it -- the
 16 feature itself can hold a huge amount of
 17 people, playing on it, climbing on it.
 18 And there's a lot of adults and teenagers
 19 who climb on these apparatuses. It's not just
 20 keyed necessarily for smaller children. It's
 21 all age groups.
 22 So that's Dynamo. Does anybody have any
 23 questions in regards to Dynamo? And this is --
 24 MR. MAYS: And if you've ever been to our
 25 parks, you see adults on this equipment all the

1 time showing their little ones how to use it.
 2 So this stuff's got to be durable.
 3 MS. WHYTE: This is APARK?
 4 MR. MAYS: APARK.
 5 MS. WHYTE: APARK. And you all have, I
 6 think, the brochure from APARK. Is that the
 7 one I gave you? Did I give you ARC or APARK?
 8 MR. CHESNEY: You gave us ARC.
 9 MR. BARRETT: ARC and APARK are two
 10 separate companies.
 11 MS. WHYTE: APARK did not supply us with
 12 renderings. This is APARK. This is the one
 13 that Doug liked, which is part of Sax.
 14 MR. MAYS: No. I liked ARC, which is
 15 with the --
 16 MS. WHYTE: ARC. Sorry. This is APARK.
 17 So this is this company. This is their
 18 features. Their canopies are incorporated into
 19 their playground features. And, again, every
 20 piece of equipment can be changed. It can
 21 be -- I mean, if you guys don't like it. But,
 22 ultimately, it comes down to what the board
 23 would like to see.
 24 THE CHAIR: These renderings are not for
 25 our park?

1 MS. WHYTE: These are our parks.
 2 MR. STRALOW: This is what they propose.
 3 MS. WHYTE: These are what they propose.
 4 But, again, if you didn't like -- let's say you
 5 didn't like this climbing apparatus, we could
 6 pick something else that's in their book.
 7 MR. STRALOW: It's a bolt-on type of
 8 system.
 9 MS. WHYTE: Yeah. See, this is --
 10 they've actually enlarged for you. I don't
 11 know which one this one is. Is that Baybridge,
 12 Doug?
 13 THE CHAIR: This appears to me to be more
 14 what I'm going to call traditional.
 15 MR. MAYS: Right.
 16 THE CHAIR: This is kind of what we have
 17 now.
 18 MS. WHYTE: Somewhat.
 19 THE CHAIR: It's a little snazzier.
 20 MS. WHYTE: It's snazzier and a little
 21 bit more modern than what we have, but it is
 22 what we have, similar to it. Slides.
 23 MR. MAYS: Made out of the material
 24 that's allowed and ADA compliant and that type
 25 of stuff.

1 MS. WHYTE: Yeah. Everything is -- you
 2 know, all of these apparently are all ADA
 3 compliant. The one thing that this company
 4 has, apparently, that is unique -- this is
 5 Glenciff -- that none of the others proposed
 6 to us or even indicated to us is, on the
 7 swings, these are the tot swings, they actually
 8 have a canopy that goes right over it.
 9 Apparently, they're the only ones that have it.
 10 I mean, you can actually -- that was a pretty
 11 unique little feature, especially with the
 12 little ones, you know, and the little bucket
 13 seat.
 14 THE CHAIR: I thought they were elevated
 15 Slip 'N Slides.
 16 MR. MILLS: Track ride.
 17 MS. WHYTE: This track ride, I sent you
 18 the link, because they were super excited.
 19 This is a new thing for them. They've gotten
 20 favorable responses where they've installed
 21 these. Everybody has been happy. I did send
 22 you links on YouTube, so you can follow it. I
 23 was concerned, because I -- he said, slide, you
 24 know, like a rope slide, I went, "Ah, no."
 25 And he said but it's not really that

1 dangerous looking when you see it. But it is
 2 quite unique, and it is covered.
 3 MR. BARRETT: So does it work like --
 4 MS. WHYTE: You sit on it. I think
 5 you -- Doug, if I'm not mistaken, I think you
 6 sit on the little zip line thing. It's like a
 7 little disk. It's like a little disk, and you
 8 take it from the top to the bottom.
 9 MR. MILLS: It's actually pretty cool.
 10 MS. WHYTE: And, you know --
 11 THE CHAIR: I'm sure we'll have an adult
 12 hurt themselves on it.
 13 MS. WHYTE: Okay. So, again, these are
 14 just renderings of the same park program, parks
 15 of what they have. So, ultimately, when you
 16 see all of these equipments, as you said, this
 17 is what -- sort of what we have, but a newer
 18 version of it. It's like, you know, buy a new
 19 car, you -- it's different, but it's the same.
 20 THE CHAIR: All right. Where's Doug's
 21 selection?
 22 MS. WHYTE: You've --
 23 THE CHAIR: That one picture you saw.
 24 MS. WHYTE: That picture is -- they
 25 couldn't get it --

1 THE CHAIR: Oh.
 2 MS. WHYTE: -- because of the holidays.
 3 They truly apologize.
 4 MR. MAYS: This didn't impress me. That
 5 impressed me.
 6 THE CHAIR: This did?
 7 MR. MAYS: All this stuff.
 8 MR. CHESNEY: I like the Dynamo.
 9 MS. WHYTE: But it is the most expensive.
 10 So, you know, the question is, would you like
 11 to see something -- you know, I mean, keep in
 12 mind, you've got -- you've got five vendors.
 13 We probably eliminated two. You have three
 14 different ones. You don't necessarily have to
 15 have Dynamo in every park. You don't have to
 16 have APARK. You don't have to ARC in every
 17 one. You don't have to have Rep Services. You
 18 can choose what you like as per park.
 19 THE CHAIR: Let me -- let me step back
 20 for a second. It seems me that the park right
 21 here is aimed at more for younger children.
 22 Correct?
 23 MS. WHYTE: No. This is -- which one,
 24 the one in West Park Village? That is a tot --
 25 the one by the actuating fountain?

1 THE CHAIR: Baybridge.
 2 MS. WHYTE: Baybridge is a two to five,
 3 and we have a five to 12.
 4 MR. MAYS: Are you sure it's not all the
 5 same?
 6 MS. WHYTE: No.
 7 MR. STRALOW: There's an older -- there's
 8 an older component.
 9 THE CHAIR: At which park?
 10 MR. STRALOW: At Baybridge.
 11 MS. WHYTE: Baybridge. Baybridge, which
 12 is a tot -- like a younger one. It's like a
 13 walking one. It's got a little bridge. It's
 14 got little --
 15 MR. MAYS: Both.
 16 MR. STRALOW: West Park Village was
 17 intended, the new park is intended to be a
 18 toddler, two to five.
 19 THE CHAIR: Okay.
 20 MR. STRALOW: Okay. So you have
 21 different age groups on Baybridge and
 22 Glenciff.
 23 THE CHAIR: What about -- what's
 24 Glenciff's target?
 25 MS. WHYTE: Same thing.

1 MR. MAYS: Same as Baybridge.
 2 MS. WHYTE: Two and five and five to --
 3 we have two different sets of equipment.
 4 THE CHAIR: Have we looked at who's --
 5 what age groups are actually using?
 6 MS. WHYTE: All gets used. Every age
 7 group gets used.
 8 MR. MAYS: Depends on the time of the
 9 day. Early in the morning, we see the younger
 10 ones.
 11 THE CHAIR: My I make a practical
 12 suggestion? If we're going to put equipment in
 13 that may draw teenagers, let's don't do it at
 14 Baybridge.
 15 MS. WHYTE: That's why Glen -- Glenciff
 16 would be ideal, because there's also the soccer
 17 field. There's the basketball courts. That
 18 would be an ideal place for something that
 19 we're trying to draw a different age group to,
 20 because there's more open space. That's my
 21 opinion.
 22 MR. STRALOW: Bigger, better, different
 23 program.
 24 MR. BARRETT: Most of the teens I've seen
 25 hang out there, they just hang out -- they're

1 not really on the equipment. They're on the
 2 shade structure. They're under the pavilions.
 3 And they're on the swings on the adult stuff
 4 that's on the other side.
 5 MS. WHYTE: Yeah.
 6 THE CHAIR: Give them to do to hang out
 7 with.
 8 Mr. Ross.
 9 MR. ROSS: Did I hear, Neale, were you
 10 supportive of APARK? Is that the vendor you --
 11 MR. STRALOW: I'd like to clear the
 12 conversation.
 13 MR. ROSS: However you want.
 14 MR. STRALOW: All right. I support
 15 multiple ones in here. They're good
 16 recommendations on Dynamo and APARK. Rep
 17 Services was one that didn't have visuals, but
 18 were materials that I had presented to you
 19 previously. They were rope and -- they had
 20 provided some digital imagery for both
 21 Baybridge and Glenciff as part of the process.
 22 MR. MAYS: We had also talked about
 23 possibly just doing one section at a time, you
 24 know.
 25 MR. STRALOW: Right. And I think --

1 MS. WHYTE: This is Rep Services.
 2 Similar concept. It's neat looking. It's got
 3 some climbing. It's got some ropes. It's got
 4 some variables. I mean, they all do have --
 5 THE CHAIR: Can you pass those around?
 6 MR. MAYS: It's cheaper.
 7 MS. WHYTE: This is one, and it is much
 8 cheaper.
 9 MR. ROSS: Then I had a follow-up
 10 question.
 11 MR. CHESNEY: Yeah. It's much cheaper.
 12 MR. ROSS: Did you all, within the three
 13 of you, come to a consensus as to who made the
 14 best proposal for the West Park Village tot
 15 lot?
 16 MR. MAYS: We didn't come to a consensus
 17 on it, no.
 18 MR. ROSS: Okay.
 19 MS. WHYTE: That's option one and option
 20 two.
 21 MR. ROSS: That was my question. What
 22 was each of you all's viewpoint about that?
 23 MR. MAYS: My viewpoint was just
 24 basically I -- the equipment for the two to
 25 five age group that they were wanting to

1 install in there, and the canopies come in with
 2 it, and also that same company did the splash
 3 pad, so that's why --
 4 MR. CHESNEY: I didn't see a Dynamo quote
 5 for West Park Village.
 6 MS. WHYTE: I know I got one.
 7 MR. CHESNEY: Oh, never mind. Never
 8 mind. I'm blind. I didn't mean to freak you
 9 out.
 10 MS. WHYTE: Oh, no. I'm beyond freaked
 11 out now. It's done.
 12 THE CHAIR: Mr. Ross.
 13 MR. ROSS: I would like to propose a
 14 concept to try to get us down the road. Not
 15 that I'll be successful. It sounds like our
 16 staff and third-party expert feel like the
 17 selection of a park playground equipment
 18 provider is really a subjective thing, not an
 19 objective thing. And if that's their
 20 conclusion, then that's their conclusion.
 21 I personally know myself, and I'm not the
 22 best at aesthetics and stuff like that, so I
 23 should be the last person making that
 24 selection.
 25 What I would like to propose is that our

1 staff come back next month with a different
 2 vendor for each park location. The advantage
 3 of that is, if we're that close, we all think
 4 they provide good stuff, let's have a distinct
 5 unique feel about each particular park.
 6 So by one of example, Dynamo would be at
 7 Glenciff, APARK would be at Baybridge, and ARC
 8 would be at West Park Village. I'm not saying
 9 those should be the particular ones. But if we
 10 provide them a little bit of direction of give
 11 us the best vendor for the best location,
 12 knowing West Park Village tends to be the
 13 toddler lot, Glenciff is the one where we want
 14 the older kids hanging out, then maybe they can
 15 come back and begin to narrow this down. Get
 16 rid of five vendors, narrow it to three, and
 17 one vendor for each location.
 18 THE CHAIR: You sound like something I
 19 would have said. Can I make a different
 20 suggestion?
 21 MR. ROSS: I'm sorry. I'm sorry. I
 22 didn't mean to sound like you.
 23 THE CHAIR: Mr. Barrett will blame the
 24 delay on you now. Can I make a different
 25 suggestion?

1 MR. ROSS: Sure.
 2 THE CHAIR: And here's where I'm --
 3 having taken it all in, here's what my gut
 4 tells me, unless staff and the consultants tell
 5 me otherwise. Me, I'd do Rep Services in West
 6 Park Village. Simplest, the youngest age
 7 group, the least expensive.
 8 I would use the Dynamo in Glenciff Park.
 9 Biggest area, oldest crowd, most dynamic active
 10 stuff.
 11 And I'd use the APARK stuff here in
 12 Baybridge.
 13 MR. ROSS: I have no problem with that.
 14 I would fully support that. But what I would
 15 simply try to just clarify it is, let's keep
 16 making steps each month as we go down the
 17 process. And so by giving our staff some
 18 direction -- the one thing that jumped out at
 19 me is, nobody seemed to suggest volume discount
 20 pricing. Like if one vendor was at all three
 21 locations, they could cut us a break.
 22 I'd like to empower staff to negotiate a
 23 better deal. So maybe they could go back to
 24 each of the vendors, to say, "Okay. You're
 25 kind of in the lead in this particular

1 location. Have you given us our best price, or
2 have you given us the magic whackadoodle
3 swing," or whatever it may be called, that we
4 can really have something and start going to
5 decision making.

6 THE CHAIR: Let's here some other input
7 then. Mr. Argus.

8 MR. ARGUS: I like the concept. There's
9 things that appeal to me in each of the
10 different systems. But my question is, if we
11 go three different vendors, that means we have
12 three different general contractors? Who's
13 going to do the overall project management,
14 then, or the construction management?

15 THE CHAIR: I think staff has been
16 volunteered for that role.

17 MR. CHESNEY: I volunteered it.

18 MR. MAYS: No problem.

19 THE CHAIR: Neale, you're doing
20 construction -- well, not supervision. You're
21 doing inspection?

22 MR. STRALOW: Inspection or -- and
23 assistance on design components along the way.

24 THE CHAIR: Is that part of your initial
25 proposal, or are you doing it on an hourly

1 basis?

2 MR. STRALOW: As we're doing it on an
3 hourly right now.

4 THE CHAIR: Okay.

5 MR. STRALOW: If it grows into something
6 more substantive, we can give you a fee for it.

7 THE CHAIR: Did you submit an invoice for
8 your additional services?

9 MR. STRALOW: Yes, I did.

10 THE CHAIR: Okay. Just making sure.

11 MR. STRALOW: Thank you.

12 THE CHAIR: Mr. Mills, do you have any
13 comments?

14 MR. MILLS: So just looking at my notes.
15 So I had -- it's interesting. I had REP
16 scratched off for the two big parks, but not
17 for West Park. I thought I scratched them for
18 all of them, but I didn't.

19 MR. STRALOW: Well, I'm sorry, but REP
20 did not give a proposal for West Park Village.

21 THE CHAIR: Oh, okay.

22 MR. STRALOW: They had been engaged early
23 in the process in order for me to get a costing
24 of a representative playground, and they did
25 Glenciff and Baybridge.

1 MR. MILLS: So while it might be the
2 least expensive, to me, it was the least
3 attractive equipment. But if you're looking
4 for what two- to five-year-olds are going to
5 beat up, then there's some value to a
6 discussion of do we, you know, scale back that
7 equipment, even if we have to replace it in
8 eight years or something, rather than, you
9 know, Mercedes Benz equipment that we have to
10 replace in eight years, right.

11 Track ride was a piece that was
12 attractive to me. We're going to identify
13 Glenciff as the older kids' park, then I would
14 like to see some incorporation of that into
15 there. Certainly not at Baybridge, right. And
16 I had a question mark next to ARC for the
17 interactive fountain, and I don't remember why.
18 That was a prior quote we had gotten. Right?

19 MR. MAYS: No.

20 MS. WHYTE: No. The proposal we got was
21 from Florida Play Structure. They are the
22 original ones going back two years.

23 MR. MILLS: They were the first ones.

24 MS. WHYTE: They were the very first one
25 that came out. We waited on a number of other

1 proposals at the time when we secured theirs.
2 And he is sticking to that price. Actually,
3 he's honoring that price from two years ago.

4 MR. MILLS: Okay. And then my last
5 question, you dismissed Kompan pretty quickly,
6 because of foreign supply concerns. Are the
7 other -- are all the other companies U.S.
8 manufacturers, or are they also foreign?

9 MS. WHYTE: As far as I know --

10 MR. STRALOW: I don't know that answer.
11 And I think the -- I think the question -- the
12 validity of the question is when you're
13 programming for -- when you're dealing with a
14 replacement. Okay. Is that going to be a
15 unique item? And I would venture to say the
16 Kompan is probably no better or no worse than
17 others. You know, you're going to have a
18 specialized piece of equipment, and you're
19 going to go and do an order, and maybe it will
20 be there, or maybe it's got to be made.

21 MS. WHYTE: You won't know.

22 MR. MILLS: Some of their elements were
23 pretty nice.

24 MR. STRALOW: Yeah. And, actually, I
25 thought for the tot lot, for the West Park

1 Village, that was one that I had brought
2 forward. That was the one that I thought had
3 the most dynamic look. But it was in primary
4 colors, as well, and that would be an issue, as
5 well.

6 MS. WHYTE: They do not come in -- these
7 are the primary -- these are their colors that
8 they offer.

9 MR. STRALOW: Yeah.

10 THE CHAIR: Can I shift gears? Are we
11 using pour-in-place, softening, dampening
12 materials?

13 MR. STRALOW: Yes. That's what the
14 proposal has been. That's what's been in the
15 budgets. Under fall zones and probably for
16 large connections from paved sidewalks into
17 those play zones and for some distance outside
18 of those play zones.

19 MR. MAYS: We actually priced some of the
20 artificial stuff, and it's like twice -- about
21 twice the cost, I believe. Sonny, right?

22 THE CHAIR: What's the warranty on the
23 pour-in-place?

24 MR. STRALOW: We would need to confirm
25 it. They're having very good success,

1 long-term success, with the product. It's been
2 in use in Florida for quite some time. But we
3 can get it confirmed as part of the --

4 MS. WHYTE: And with the lighter colors
5 -- with the lighter colors, because the heat
6 was the question I had. A lot of them are the
7 primary -- they suggested using a black fleck
8 with a sandy color --

9 MR. MAYS: Tan, yeah.

10 MS. WHYTE: -- and with the tan color,
11 and that's really been very good. And it's the
12 best, rather than a dark color, as Doug
13 indicated.

14 THE CHAIR: Let me hold you there.
15 Mr. Mills, let me just -- the 50-foot -- the
16 ride, so to speak --

17 MR. MILLS: Track ride.

18 THE CHAIR: -- track ride, having --
19 having had the CDD involved in claims involving
20 moving things in the playground, I'm a little
21 hesitant to go with that. It's probably a
22 pretty expensive thing, and all it does is go
23 50 feet, which probably takes you about six
24 seconds to go from a high end to a low end. It
25 just seems to me like -- and you'd be amazed

1 the stupid things people do on those things,
2 including adults. Not a child made a claim, an
3 adult made a claim.

4 So that -- I have a little bit of
5 concern. I don't care if it's only two feet
6 off the ground. Idiots do stupid things on
7 movable equipment. And it just seems -- that's
8 probably a pretty expensive piece of equipment
9 that is -- one person can use at a time.
10 That's what gives me the concern in addition to
11 the liability component. And it's pretty
12 amazing that people hurt themselves on things
13 like that, but they seem to.

14 MR. MILLS: It just struck me as a unique
15 element.

16 THE CHAIR: It is.

17 MR. MILLS: And the YouTube video
18 actually was pretty cool.

19 MS. WHYTE: They're very excited about
20 that piece of equipment.

21 THE CHAIR: I'm actually surprised no one
22 came to us with a zip line.

23 MR. MAYS: Nobody.

24 MR. MILLS: It's kind of what this is.

25 MS. WHYTE: That's what this -- they call

1 this a zip line.

2 THE CHAIR: It's just a roller bearing,
3 little seat that goes down a steel tube.

4 Mr. Ross.

5 MR. ROSS: Since you raised that, I ran
6 that video by my expert, my 13-year-old
7 daughter, said it does not look like fun. And
8 said exactly what you said, "You see how low
9 you ride, Daddy? All the boys are going to try
10 to block the girls from going down that thing."
11 Okay. And so you're right, they're going to
12 get in the way. Somebody is going to get
13 kicked in the face or hit in the face. She
14 gave it a big thumbs down.

15 MS. WHYTE: Well, she's the best. She's
16 that target market.

17 MR. ROSS: She's my expert.

18 MR. BARRETT: Lawyers are repeatedly
19 getting in the way of Darwinism at work. I'll
20 just point that out.

21 THE CHAIR: The federal government does a
22 pretty good job.

23 MR. MAYS: You can get in the way of a
24 swing set and get hurt.

25 MR. MILLS: Exactly.

1 THE CHAIR: Yeah, you can, but --

2 MR. MAYS: Like you said, that lady, she
3 fell six inches and got hurt, so --

4 THE CHAIR: And cost us money. And
5 someone got hurt. I don't -- I don't know how
6 badly in real life, but someone got hurt, and
7 that's a concern of mine. I don't want anybody
8 to get hurt on this equipment. That's why I
9 like Dynamo. It really looks cool, but I'm
10 worried about kids climbing to the top.
11 Especially the little Apollo space shuttle
12 thing, that it looks like a Christmas tree.
13 The kids are going to get on top of it and get
14 spun off.

15 MS. WHYTE: We can change that out. We
16 can just say to them, "Hey, listen" -- we did
17 tell them that we were a little concerned about
18 anything tall, because of falling. And did
19 indicate we had a few lawyers on our board, and
20 that would be a concern. And he said we can
21 change some of this stuff around. They have
22 other stuff. There's, you know --

23 MR. BARRETT: And they have static --

24 MS. WHYTE: -- smaller.

25 MR. BARRETT: They have static climbers,

1 too, Mark, so you don't have to go with this
2 spinny thing.

3 THE CHAIR: Their catalog is impressive.
4 They've got some really cool stuff there. If
5 we were an indoor facility and we could control
6 access to the park and we had supervision, wow,
7 there's some amazing stuff they offer.

8 MS. WHYTE: There's a lot of fun stuff.

9 THE CHAIR: But not for a public park
10 that's in theory open 24/7 for anybody who
11 wants to wander into it.

12 Mr. Chesney, you've been quiet.

13 MR. CHESNEY: I'm -- yes. I don't know
14 what to say. I mean, we have a plan. I kind
15 of like you breaking up the -- the parks with
16 different themes. That goes back to what Sonny
17 had said at the beginning of this, or at least
18 throughout the project, about having kind of a
19 different --

20 MR. STRALOW: Theme.

21 MR. CHESNEY: -- theme -- thank you, was
22 looking for the word -- at each park. So,
23 yeah, okay. Let's do it.

24 MS. WHYTE: Can I ask for the splash
25 pad -- actuating fountain? Have you guys made

1 a decision? So maybe we could start on that
2 and start with -- start with that and possibly
3 make that decision, if you want to go forward
4 with that so we can get started on that, and
5 that project would be out of the way possibly
6 by the time we start our park.

7 THE CHAIR: Well, is it too late to move
8 to kill that whole project?

9 MR. CHESNEY: No.

10 MS. WHYTE: That's up to you guys.

11 MR. CHESNEY: No. But, you know, there
12 was at least a suggestion. Did you suggest --
13 oh, no, you suggested coming back with that. I
14 was thinking go ahead and just do the entire
15 West Park Village thing, whatever vendor you
16 had selected. At least get that --

17 MS. WHYTE: That's what we were kind of
18 hoping, the three of us talked about today, was
19 possibly, maybe if you wanted to go forth, and
20 you had actually accepted your West Park
21 Village actuating fountain and maybe deciding
22 on a vendor for West Park Village. And that
23 way, it's new. It's not like we're going to
24 inconvenience anybody at Baybridge. We're not
25 going to inconvenience anybody. And we can see

1 with the vendors and see what kind of problems
2 we're going to incur during this construction
3 process and learn from that experience. And
4 maybe not make that same mistake on the second
5 or third.

6 THE CHAIR: Neale, do you have a
7 recommendation on the splash park contractor?

8 MR. STRALOW: I was impressed by Florida
9 Play Structures, their original vendor. We met
10 with them on site, all three of us. They're
11 very knowledgeable. They're experienced up and
12 down the Gulf coast. I would be comfortable
13 with them.

14 THE CHAIR: That was the 168,000?

15 MR. STRALOW: 165.

16 THE CHAIR: 64,8.

17 MR. STRALOW: Theirs were complete. They
18 provided the digital images. They had the most
19 LEDs. They had the most jets shown. They
20 listened to us. They made suggestions on
21 pavement color and modifications of the -- to
22 the unit pavers.

23 THE CHAIR: Which contractor was that?

24 MR. STRALOW: Florida Play Structures.

25 THE CHAIR: Do we have a motion to

1 approve the proposal from Florida Play
2 Structure, subject to further discussion by
3 counsel and our consultant in negotiations with
4 them for the splash park at West Park Village?

5 MR. CHESNEY: So moved.

6 MR. ARGUS: I'll second it.

7 THE CHAIR: Okay. Any further
8 discussion? Input from staff? Do you guys
9 agree with the consultant's recommendation?

10 MR. MAYS: Yeah. Because he gave us the
11 most information. Other people have just been
12 giving us pictures that really weren't even
13 good renditions. So, yeah, I agree with him.

14 MR. CHESNEY: Okay. We are going to go
15 back and look at the other stuff for West Park
16 Village, too.

17 THE CHAIR: Yes. Staff wants -- I'll
18 come to you, Andy. Staff wants to move along
19 with the -- we had at least a 30- to 60-day
20 delay on the water feature. We -- I kind of
21 agree. Let's get that started. So it's
22 ensured to be done before the summertime rolls
23 in. And I think that's kind of separate and
24 autonomous. It can be done separate and
25 distinctly from the other equipment

1 installations and the other site work.

2 MR. STRALOW: It's a different area.

3 THE CHAIR: Right. So -- okay. I'm
4 going to come to Andy and then we'll take other
5 supervisor comments.

6 MR. MENDENHALL: I was just going to add,
7 with Florida Play Structures, I worked with
8 them on a couple projects in different
9 districts, and as close as it could get to a
10 similar project, at Oakstead, they did a kids'
11 splash pool. And it's been in place for
12 several years without any issues. That was a
13 hundred-thousand-plus project. Just wanted to
14 add that.

15 THE CHAIR: Well, Florida Play
16 Structures, do they have a proposal to us for
17 the West Park equipment, playground equipment?

18 MS. WHYTE: I have been waiting on one.
19 I have not received it. They were closed.
20 It's a small -- I mean, it's a big company, but
21 it's a smaller -- it's holiday time. It was
22 very difficult to get people. I mean, we had
23 people working on their vacation. Neale being
24 one, me being the other.

25 MR. STRALOW: The -- we did see some

1 information from them originally. Their play
2 structure, I don't know. Their kit that they
3 have access and recommended, I don't know if,
4 you know, it would meet your --

5 MR. MAYS: Very basic.

6 MS. WHYTE: It's very basic and very
7 generic playground equipment.

8 THE CHAIR: Any other supervisor comments
9 about the motion? Mr. Mills.

10 MR. MILLS: Just the only observation off
11 the top of their quote, they list all of their
12 commercial licenses for every part of this,
13 pool and spa, electrical, playground
14 installation. There's a -- there's a number --
15 there's a license number for everything.
16 Different than my comments previously, so --

17 THE CHAIR: Erin.

18 MS. McCORMICK: So are you envisioning a
19 contract coming back at the next month's
20 meeting for you to approve, or do you want to
21 have them approve this now?

22 THE CHAIR: You tell us if we need a
23 formal contract. We obviously have a written
24 proposal. I think our staff can get a better
25 price, given the fact that they're -- I just

1 think there's money in there. I think they can
2 get us some money, some discount.

3 MS. McCORMICK: I thought Neale had
4 mentioned that there's some terms of the
5 proposal that need to be reviewed and worked
6 through.

7 MR. STRALOW: I think any one of those,
8 there are terms that we probably want modified
9 for the CDD.

10 MS. McCORMICK: Was there a time frame
11 for the construction, for doing the work?

12 MR. STRALOW: We did not -- that did not
13 have a timing, a schedule set to it. That
14 would be what we would want to confirm as well.

15 THE CHAIR: I figured no more than three
16 months.

17 MS. WHYTE: No. He actually -- I think
18 it was less than that.

19 MR. MAYS: I thought he said 60 to 90
20 days.

21 THE CHAIR: Yeah. I figured 90 days.

22 MS. WHYTE: I think it was pretty close.

23 MR. MAYS: Yeah. And he feels pretty
24 comfortable with the project. It's pretty -- I
25 mean, they've done it before.

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1 THE CHAIR: I guess the motion, it will
2 read officially what it is, but what we are
3 doing is we are approving staff and our
4 consultant moving forward with that vendor for
5 the water feature in West Park Village subject
6 to professional and legal review. It has to be
7 tweaked.
8 MS. McCORMICK: Yeah. And the chairman
9 to sign it without it coming back to the board.
10 THE CHAIR: Yes. That was the motion.
11 MR. MILLS: One final question.
12 THE CHAIR: Yes, Mr. Mills.
13 MR. MILLS: The final note on their
14 proposal, and it's on a lot of these proposals,
15 "Customer is responsible for security of site
16 before, during, and after installation."
17 Can somebody explain who and what that's
18 going to look like out there?
19 MR. STRALOW: That is a provision I would
20 like changed for the CDD. Okay. The vendor
21 should provide a security fence around his
22 construction zone.
23 MS. WHYTE: Absolutely.
24 MR. MILLS: Okay.
25 MR. STRALOW: If that's a chain link,

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1 temporary, whatever it is, segmented off, it
2 needs to be closed off during the construction.
3 MR. MILLS: I didn't envision you guys
4 going out and locking a fence every night. One
5 of them talked about securing parking, all
6 kinds of --
7 MS. WHYTE: I think it's just a generic.
8 MR. STRALOW: You know, there's things
9 you can do in order to make sure they have
10 parking spaces adjacent to the construction
11 zone. You know, you can mark those off. You
12 can flag them. But they need to secure their
13 sites.
14 MR. MILLS: Okay. Thank you.
15 MR. MAYS: I know we did it when we did
16 the basketball court when we resurfaced that
17 time. They put that in there, too, that we
18 would be responsible for that. Because I
19 remember me and Sonny ordering the fencing for
20 it. They came out and put it up, and we put
21 that --
22 MS. WHYTE: We rented it.
23 MR. MAYS: -- six-foot fence up all the
24 way around the park, around the basketball
25 courts while they were working on it.

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1 THE CHAIR: Okay. That may increase
2 their costs.
3 MR. STRALOW: Or maybe what they can
4 donate in.
5 MS. WHYTE: Or depending on what the
6 pricing is, maybe it benefit us to rent the
7 same fencing company again and just bring in
8 the rental equipment and just lock it up at the
9 end of the day. They would be responsible to
10 secure it.
11 MR. STRALOW: They'd put their padlock on
12 it.
13 MS. WHYTE: They put their padlock on it,
14 but we supply the -- he's a very reasonable
15 contractor. We could easily talk to him.
16 THE CHAIR: Okay. Any further discussion
17 or input? All in favor of the motion, please
18 raise your hand. That motion passes five to
19 nothing.
20 Mr. Chesney wants to raise other issues.
21 MR. CHESNEY: Well, I didn't know if we
22 wanted to continue. I mean, with the -- the
23 playground equipment. I mean, you --
24 THE CHAIR: It is my anticipation that if
25 we have consensus -- if not -- I would prefer

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1 unanimous consensus -- of which of the
2 contractors or vendors or suppliers we desire
3 for each of the three parks, to then authorize
4 staff to go back to get finalized drawings and
5 make a recommendation next month, so we can yea
6 or nay every piece of equipment going in.
7 MR. CHESNEY: Okay. Well, what were your
8 three?
9 THE CHAIR: Again, it was -- I forget,
10 too many acronyms. REP or --
11 MR. STRALOW: REP.
12 THE CHAIR: REP at West Park Village.
13 The Dynamo at Glendcliff Park and the APARK at
14 Baybridge Park. APARK, not ARC.
15 MR. MAYS: I said ARC, but that's his --
16 MS. WHYTE: APARK or ARC?
17 MR. MAYS: APARK.
18 THE CHAIR: APARK, American Park.
19 MR. BARRETT: What was the West Park one,
20 I'm sorry?
21 THE CHAIR: Dynamo. No. REP.
22 MR. MAYS: That's Mr. Ragusa's choices.
23 THE CHAIR: Now, I made that, and I still
24 kind of -- I still that's the way to go. But
25 Mr. Ross did raise a good issue, and that is

1 pricing. You would have -- you may get a
2 discount for having more equipment than less
3 equipment. By that same token, is the same
4 installer working with all three of those
5 equipment suppliers?

6 MR. MAYS: I think it's just two of them.

7 There's ARC and APARK is the same installer.

8 THE CHAIR: But we're not using ARC.

9 MR. MAYS: No. We are using APARK, if
10 it's yours.

11 MS. WHYTE: No. APARK is --

12 MR. STRALOW: Play Systems.

13 MS. WHYTE: -- Play Systems.

14 MR. STRALOW: They're different --

15 MS. WHYTE: It's a different company
16 altogether.

17 MR. MAYS: Who's ARC?

18 MS. WHYTE: Play -- excuse me, it's
19 called Play Space Services, Inc. is the general
20 contractor, Solutions, they're out of
21 Melbourne, Florida. And that is with ARC.

22 THE CHAIR: Who does Dynamo use?

23 MS. WHYTE: APARK is Sax. Right?

24 MR. MAYS: Look it up. I didn't think
25 so. I thought it was the same guy.

1 THE CHAIR: Who does Dynamo use?

2 MS. WHYTE: Dynamo does their own.

3 MR. MAYS: They do their own. Same with,
4 I'm sure, Florida Rep.

5 MR. CHESNEY: So then you could
6 possibly -- they're probably more likely to
7 give a discount if they do their own, because
8 they have to bring everyone down here.

9 THE CHAIR: Who's doing the basketball
10 courts?

11 MS. WHYTE: We don't know.

12 MR. CHESNEY: I think the Dynamo one
13 would look good in West Park Village, I would
14 think, given it's --

15 MR. MAYS: Basketball courts, we only
16 had -- didn't we only have one?

17 MR. STRALOW: Yeah. And it was not -- it
18 was not a complete bid.

19 MR. MAYS: ARC was the only one that bid
20 the park and the basketball court. They were
21 the one that was more -- that's why I was
22 saying, they were the one that covered more,
23 did more things. They didn't just deal with a
24 playground.

25 MR. CHESNEY: If we put it all in one, is

1 it still three separate bids, three separate
2 parks we have to be concerned about?

3 MS. McCORMICK: It's not -- I mean --

4 MR. CHESNEY: Do we have to be worried
5 about our bidding thresholds?

6 MS. McCORMICK: Yeah. I mean, I think if
7 you determine that you want a certain type of
8 equipment and there's only one provider for
9 that equipment, then we could approve it as a
10 sole source provider contract.

11 MR. CHESNEY: Okay. All right. That's
12 all. I just want to make sure, because I know
13 we structured this in a specific way.

14 MS. WHYTE: If we pull it together, then
15 it could be.

16 MR. CHESNEY: That's all right.

17 MS. WHYTE: APARK is Sax.

18 THE CHAIR: Okay.

19 MR. MILLS: I don't see an REP for West
20 Park Village.

21 MR. STRALOW: There was not one.

22 THE CHAIR: There isn't one.

23 MS. WHYTE: There isn't one.

24 MR. MILLS: But they could easily
25 provide --

1 MS. WHYTE: Absolutely. We could come
2 back with pricing and with some renderings for
3 you for next meeting.

4 MR. STRALOW: Yep.

5 MS. WHYTE: I hope.

6 MR. BARRETT: Is REP the -- like more the
7 pipe look, the simpler?

8 THE CHAIR: Yes.

9 MR. STRALOW: Yes. The previous ones
10 that we were showing during the process.

11 MR. CHESNEY: Neale, do you have a
12 suggestion on this particular --

13 MR. STRALOW: I think the recommendations
14 that were made are a good set of
15 recommendations. It shows that, A, the board
16 wants some variety, some different theming.
17 That's a big question, right. And if that's
18 supported, that gives staff the direction that
19 you can -- you don't have to have them all be
20 the same vendor. Okay.

21 I think Dynamo -- Dynamo was a very
22 good-looking product. It was expensive. That
23 was my only concern on it. I think Glenduff
24 is a good park for it. It's a larger acreage.
25 It's a bigger programming, and it probably is

1 the right location. I would be concerned they
2 probably have -- I haven't looked at all their
3 product line, you know, on a small site, in
4 West Park Village, you -- it really is a minor
5 park. It really is.

6 MR. CHESNEY: Okay. That's good right
7 there. Okay.

8 THE CHAIR: Well, it isn't a park at the
9 current time.

10 MR. STRALOW: Correct. And the type of
11 kid and mom users or dad users that you want to
12 attract there are going to be small toddlers.

13 MR. CHESNEY: Well, I mean, I think we
14 proceed with -- I mean, Mark wanted agreement
15 amongst us. I mean, I am okay with your
16 splitting it. I think that works.

17 THE CHAIR: Mr. Ross.

18 MR. ROSS: I just would want to follow
19 Greg's question to Neale, same thing to Sonny
20 and Doug. Do you all have any concerns that
21 jump out at you as to Mark's suggestions of
22 vendor to park?

23 MR. MAYS: Not really. Because we had
24 talked about that in the office, too, and
25 thought it was a good idea to keep the pressure

1 question, "Do you want us at this meeting?"

2 And I said, "No, not at this meeting."

3 THE CHAIR: I think it makes sense to
4 have them --

5 MS. WHYTE: Individually, because you're
6 dealing with three different vendors.

7 THE CHAIR: But I would hope that staff
8 and Neale would communicate some of our
9 concerns with them.

10 MS. WHYTE: Absolutely.

11 THE CHAIR: And is there -- are there
12 three supervisors who like the 50-foot rail
13 slide?

14 MR. CHESNEY: I didn't like that. But
15 that's just --

16 MR. ARGUS: I find it intriguing. I
17 understand your safety concerns, so I'm sort of
18 on the fence -- on the rail on that one.

19 MR. CHESNEY: I don't think it will last
20 very long.

21 THE CHAIR: Well, if the three
22 supervisors are pushing for the rail, then
23 leave it in. If not, that should be the first
24 thing, something other than a 50-foot-long rail
25 slide.

1 off one vendor.

2 MR. ROSS: Okay. Just didn't know if
3 there was something we were missing. Just
4 wanted to make sure we weren't missing
5 something.

6 MR. MAYS: We came to an agreement on
7 that, too.

8 THE CHAIR: Sonny.

9 MS. WHYTE: If you would like, and we can
10 come back, if you've gotten those vendors for
11 those individual parks, might I suggest to you
12 that you allow the vendor to come and present
13 to you at the next meeting. That way, you have
14 questions for them. You can ask those. We'll
15 bring you the pricing. We'll bring you
16 everything you want.

17 But before you make your final decision
18 with the vendor and me turn around and say to
19 you guys, "Hey, like, we don't like this. Is
20 there any way we can do this?"

21 Let's say his rendering comes back and
22 you just -- you know, there's something you
23 don't like, or we can go ahead and negotiate
24 for you afterwards. But I'm just saying, do
25 you want -- all of these vendors asked the same

1 MS. WHITE: He just added that in because
2 he thought it was really cool.

3 THE CHAIR: It is. But I just don't know
4 if it's the right thing for our park.

5 MS. WHYTE: Okay. Question to you, since
6 we're looking at Glendcliff Park, which of these
7 two do you like? I mean, any of these
8 equipments can be put. Is there anything in
9 here that you do not like that you would like
10 to see at Glendcliff versus at Baybridge?

11 THE CHAIR: How high is that -- are those
12 play structures, the canopies?

13 MS. WHYTE: I don't know. I'd have to
14 ask that. I apologize. I will certainly make
15 that call to him tomorrow morning. But,
16 obviously, some of the -- the play equipment
17 would have to fit in underneath.

18 MR. ARGUS: And all those climbing
19 structures --

20 MR. CHESNEY: I like -- I think the swing
21 things are cool.

22 MS. WHYTE: And if you look in the -- and
23 you've got their the catalog in front of you.
24 If there's anything -- that's Dynamo right
25 there, the white one. Look online and let me

1 know. Shoot me an e-mail and say, "Hey, can
2 you see if they can incorporate this? What
3 would the pricing be of this?"

4 If it's something else, I can go back to
5 them. He just -- this is a design they did
6 very quickly in a matter of week and a half.
7 And he was the one on vacation when he did it,
8 so --

9 THE CHAIR: It's just computer
10 programming.

11 MS. WHYTE: Well, I know, but, I mean, he
12 was not at the office when he was --

13 THE CHAIR: The structure that's on our
14 left of our drawing, unless --

15 MR. MILLS: This one?

16 THE CHAIR: No. The one that's on the
17 table now. Unless I'm mistaken, is that like
18 the old Roundup concept on the fairs where you
19 climb inside of it and people spin you around?

20 MS. WHYTE: Well, it's similar to it.
21 It's called a rotating climber.

22 THE CHAIR: So it is a Roundup?

23 MS. WHYTE: It's a round -- you go inside
24 it and you can move around in it.

25 THE CHAIR: Mr. Ross.

1 MR. ROSS: To answer your question for
2 me, what's outside of the shade structure on
3 the picture on your right hand, I like better.
4 But what's under the shade structure, I like
5 better.

6 MS. WHYTE: Perfect. That's the kind of
7 feedback I would like to see, so I can tell
8 him.

9 MR. ROSS: In the general concept, I
10 think you should be impressing upon each
11 vendor, there's going to be likely significant
12 press about this, and not just our St. Pete
13 Times or Tampa Tribune, our World of Westchase,
14 they need to be putting their best foot
15 forward.

16 And what I don't want to happen is they
17 think the presentation next month is a new
18 negotiation round. I'd rather them deal with
19 you now, you get the best wow, you know, what
20 looks fantastic. Tell them we want something
21 that's really going to make the community feel
22 proud of the product, excited that we're doing
23 this renovation program.

24 And if they've got a new thing they're
25 coming out with, present it to us, and we'll be

1 glad to consider it, and you guys make your
2 recommendation.

3 MR. BARRETT: Could I just add one thing?
4 I know that you guys have problems with this,
5 but those triangular climbing things, as long
6 as they're not too high, that will be one of
7 the most popular things you put in the park.

8 MS. WHYTE: They didn't put it on there,
9 because we clearly asked them not to. He did
10 put it on to this one.

11 THE CHAIR: It's on one of them.

12 MS. WHYTE: Yeah. It's on the playground
13 for the children.

14 THE CHAIR: They have about eight
15 different sizes in the catalog.

16 MS. WHYTE: They have -- we asked them to
17 keep it to a short -- you know, a reasonable
18 one. This is Bay -- this is Glen -- this is
19 West Park.

20 THE CHAIR: I can see teenagers getting
21 on top of that and having their buddies sling
22 them on top of the canopy.

23 MS. WHYTE: But we make sure it's away
24 from the canopy. Our concerns and our --

25 THE CHAIR: I would do it.

1 MR. BARRETT: Not talking about the
2 spinning thing. But if you got a static
3 climbing triangle, I've seen kids fall. And
4 they get -- like, their arms get caught on the
5 squares, and they don't fall all the way to the
6 bottom.

7 MS. WHYTE: There is one in here.

8 MR. BARRETT: My one daughter, who is in
9 fifth grade, would be all over that. All she
10 wants to do is go to the rock climbing wall at
11 Phillippi Park in -- in that park in Lakeland
12 that I mentioned before, hugely popular. And
13 it just -- that thing goes really high there.
14 It's like the -- not quite as tall as that
15 monstrous one in the picture.

16 THE CHAIR: That was impressive.

17 MS. WHYTE: See, look at this. You can
18 have something like this. They come in
19 variable -- various sizes, heights. You can
20 stretch it. You can make it into a -- you
21 know, there's different themes.

22 THE CHAIR: Well, talk to them. Have
23 them --

24 MS. WHYTE: Okay.

25 THE CHAIR: -- give us some options on

1 some cool climbing things that aren't that are
 2 one 40-foot high one that's in there.
 3 MS. WHYTE: No. I already told him he
 4 couldn't propose that one at all.
 5 THE CHAIR: That's incredible.
 6 MS. WHYTE: But here's like -- here's
 7 like a sphere, like a circular one. They can
 8 put slides on them and something else.
 9 MR. MAYS: They can add anything on.
 10 MS. WHYTE: They can add anything to them
 11 if I we -- you know, if we want it. Because I
 12 said, you know --
 13 THE CHAIR: Let's keep it simple.
 14 MS. WHYTE: Yeah. Okay.
 15 MR. MAYS: It's about spending, too.
 16 THE CHAIR: Yes.
 17 MR. MAYS: And this is the most expensive
 18 thing.
 19 THE CHAIR: When you put that stuff
 20 inside a sphere, that sphere is expensive.
 21 MR. MAYS: Yeah. Dynamo is the most
 22 expensive of all.
 23 MS. WHYTE: They have all seem to have
 24 these new things, rather than swings, like the
 25 bucket swings that everybody's used to. And

1 now we're now all going with these things that
 2 you sit on and spin around in and do weird
 3 things.
 4 Okay. We have a good idea. So this is
 5 Dynamo, so we can get that one done. Is there
 6 anything on -- what other park did we have?
 7 THE CHAIR: Still need basketball.
 8 MS. WHYTE: Glenclyff -- Baybridge Park,
 9 APARK. Besides the -- the thing that you
 10 didn't want.
 11 MR. ARGUS: The rail?
 12 MS. WHYTE: Yeah. This. Are you guys
 13 okay with this? Is there anything else you'd
 14 like to see?
 15 MR. MILLS: This is in Baybridge. Right?
 16 So that wouldn't be appropriate in Baybridge
 17 anyway.
 18 MS. WHYTE: If we're looking at doing
 19 this one at Baybridge, then that's out. I
 20 believe they have a website, so you can
 21 certainly look on their website. Their links
 22 are there that you can go look at the different
 23 equipment that they offer. And, again, one
 24 that they proposed at Baybridge is in this
 25 book. If they have one that was proposed at

1 Glenclyff or West Park Village, you can
 2 certainly move the equipment around.
 3 THE CHAIR: Okay. And I'm going to give
 4 you break in a second here.
 5 MS. WHYTE: Thank you.
 6 THE CHAIR: Have we talked color?
 7 MS. WHYTE: We indicated to them that
 8 we'd like to stay within the greens and the
 9 beiges and the earth tone colors. I had some
 10 indication that we weren't too keen on primary
 11 colors. So unless somebody tells me otherwise.
 12 THE CHAIR: Is the ARC -- APARK is
 13 clearly the beiges and greens?
 14 MS. WHYTE: Yeah. Well, that's what we
 15 asked them.
 16 THE CHAIR: I think that will fit in with
 17 that park. Me, I'm almost inclined to go with
 18 the crazy colors for the Dynamo. If you're
 19 going to go for wow, go for wow.
 20 MS. WHYTE: Well, Dynamo has different
 21 colors.
 22 THE CHAIR: Yeah, they do.
 23 MS. WHYTE: And that -- we can
 24 certainly -- they do. They have a lot of color
 25 choices. So like I said, please e-mail me, if

1 you -- you'd like me to -- if you see something
 2 different, we can certainly do that. If
 3 there's a piece of equipment you'd like to see,
 4 we can do that. You have all the links on your
 5 Dropbox.
 6 THE CHAIR: Yeah. Okay. Go ahead and
 7 vote that motion up. Do you guys remember what
 8 it was?
 9 MR. CHESNEY: I'm the one that made it.
 10 I don't remember what it was.
 11 THE CHAIR: The motion is to move forward
 12 and have the vendors come to us next month and
 13 have counsel and our consultant along with
 14 staff work on finalizing relationships with our
 15 REP --
 16 MR. STRALOW: REP at West Park Village.
 17 THE CHAIR: REP at West Park Village,
 18 Dynamo at Glenclyff Park, and APARK at
 19 Baybridge Park.
 20 MR. CHESNEY: So moved.
 21 THE CHAIR: Do we have a second?
 22 MR. ROSS: I think Bob seconded it.
 23 THE CHAIR: He'll re-second it.
 24 MR. ARGUS: I'll re-second it.
 25 THE CHAIR: All in favor, raise your

1 hand. That motion passes five to nothing.
 2 We're going to take a five-minute break
 3 here.
 4 (Recess from 5:43 p.m. to 5:54 p.m.)
 5 THE CHAIR: We're back on the record.
 6 Moving along with the capital improvement
 7 project. I see we still have to address site
 8 work. We still have to address basketball
 9 courts, and we still have to address bathrooms.
 10 What else is out there?
 11 MR. MAYS: Soccer field.
 12 MS. WHYTE: Cameras. I have a question
 13 for you. We talked to our contractor. He's
 14 working on proposals. Question that was
 15 raised -- or something that was raised was open
 16 Internet at the parks. One of the supervisors
 17 had indicated that he thought it would be great
 18 to have an IP address so that parents could
 19 check the park while their kids are there.
 20 He also indicated that, you know, using
 21 Wi-Fi while you're at the park, is that still
 22 something you you're interested in?
 23 MR. CHESNEY: Yeah. I don't --
 24 THE CHAIR: Who's paying for it?
 25 MS. WHYTE: We are.

1 MR. CHESNEY: You have to pay for it
 2 anyways for the camera.
 3 MS. WHYTE: We have to use Internet. If
 4 we're getting cameras, we're going to need
 5 Internet.
 6 MR. CHESNEY: So, yeah, I thought that
 7 was a good idea.
 8 MR. ARGUS: Yeah.
 9 MR. CHESNEY: I mean, the only thing you
 10 have to buy is the equipment.
 11 MS. WHYTE: Yeah. And the cameras, of
 12 course.
 13 MR. CHESNEY: Spread it out.
 14 MS. WHYTE: We already have at this point
 15 28 cameras all over the property. When I put
 16 them on my screen, it's like little, tiny
 17 cubicles. So what I talked to him about doing
 18 is, if we're adding the park, not that I want
 19 to keep them on 24/7, but they'll be on a
 20 monitor. I'm thinking of getting a TV screen
 21 with a separate just monitor itself, so that
 22 they'll always be up on the wall. They're
 23 going to have their, like, own unit, and I can
 24 watch them. Because we're going to add a
 25 number of cameras for three different parks.

1 THE CHAIR: Well, I mean, TVs are cheap.
 2 MS. WHYTE: I know. And that's what he
 3 said. And the towers are like 300. They're
 4 very -- it will just be for that. And it will
 5 be in the office. Because if I pull them up
 6 right now, we can barely make out what we see.
 7 But --
 8 MR. CHESNEY: Well, the main thing is
 9 just that we're recording and keeping them.
 10 MS. WHYTE: We're recording them, and
 11 that's a key thing. And he's already got his
 12 prices somewhat together. And he was telling
 13 me this afternoon, he just wanted to make sure
 14 we're still on that same page, open Wi-Fi at
 15 the park, but not towards our cameras, you
 16 know, that would certainly be locked. But
 17 people can log in on that Wi-Fi network when
 18 they're at the park with their children, unless
 19 that's not something you want. And one of the
 20 suggestions was, when you're at home -- I'm not
 21 sure how this is able to be done, but giving
 22 them the IP address so they can -- or maybe one
 23 camera. I don't know how it's done.
 24 MR. CHESNEY: I thought we'd do it on the
 25 Westchase CDD website, put the feeds in through

1 there.
 2 MS. WHYTE: Put a link or a feed?
 3 MR. ARGUS: Yeah.
 4 MS. WHYTE: That we could do --
 5 THE CHAIR: Let me just ask a couple
 6 questions here. I have a problem giving the
 7 world access to kids playing in a park.
 8 MS. WHYTE: That's why I asked.
 9 THE CHAIR: That bothers the heck out of
 10 me. I don't want to be a conduit for child
 11 pornography or perverts. I'm sorry. That's
 12 just me.
 13 MS. WHYTE: Okay.
 14 THE CHAIR: We have no obligation to
 15 provide anyone access to our cameras. And
 16 interestingly enough, there was some Florida
 17 law attempted changes on those issues. So I
 18 don't think we're obligated in any way, shape,
 19 or form to give anyone access to our cameras.
 20 MS. WHYTE: Okay.
 21 THE CHAIR: That's one issue. If you
 22 guys disagree, I'm only one vote.
 23 MR. CHESNEY: Well, let me -- what I was
 24 thinking, is that it was kind of like a
 25 built-in neighborhood watch, because, you know,

<p style="text-align: right;">Page 113</p> <p>1 people would do it. I had not thought of those 2 kind of people. So I don't know. So I would 3 be more -- I guess I would refer to maybe 4 someone, yourself, has some park experience. 5 I was thinking just as a -- if we put the 6 feed out there, then, you know, people -- Sonny 7 can't sit there and watch it all the time. 8 Self-policing, you know, because people -- 9 THE CHAIR: Well -- 10 MR. CHESNEY: I've seen it in 11 neighborhoods that I've been -- 12 THE CHAIR: It creates an expectation 13 that someone from the CDD is watching those 14 cameras 24/7. We're not. We're recording it. 15 Now, if you want to give the sheriff's 16 department a feed, that would make sense. 17 Because then they could look and see if kids 18 are running from them, they can figure out 19 where. 20 MS. WHYTE: I could certainly give it to 21 our off-duty deputies. 22 MR. CHESNEY: Well, I just meant the 23 feed -- we can make the feed available. Like I 24 said, my original idea is -- because I've gone 25 to these communities where, you know, you</p>	<p style="text-align: right;">Page 115</p> <p>1 MS. WHYTE: I don't know. It depends on 2 the provider we go with. If we go with 3 Verizon, it -- I don't know. I wouldn't know 4 that. I have not even gone to the Internet 5 providers yet. That will be my next thing, 6 because I figured the cameras are the least of 7 our worries. I just asked Doug, we need to run 8 the conduit so we have an idea where the 9 cameras will go. So we can run the conduit, 10 and we'll worry about the cameras afterwards. 11 As long as we can get the playground equipment 12 in, and then strategically place the cameras 13 where we need them to be, then we can deal with 14 that afterwards. 15 THE CHAIR: Why don't we go to Bright 16 House and see if they'll put a hot spot there? 17 MS. WHYTE: Right now -- 18 THE CHAIR: They're all over Tampa. 19 MS. WHYTE: Well, that's an option, 20 because Bright House is who our provider is for 21 Westchase for all of our gates and my office. 22 MR. CHESNEY: I guess within their -- I 23 mean, a lot of people in the neighborhood use 24 Verizon. 25 MS. WHYTE: Verizon is --</p>
<p style="text-align: right;">Page 114</p> <p>1 can -- and I have not thought that they were 2 parks, but they are -- you know, they have the 3 gates. Like, if you -- if we lived in Harbor 4 Links, and you had the cameras there, you have 5 the feed available, because people just -- 6 people will sit there. Some people have 7 nothing to do. So they will sit there and 8 watch the weather channel, and they'll have the 9 feed up, and they'll see every -- "Oh, look," 10 and they'll see suspicious activity. That's 11 all I was thinking of. I had not thought 12 about, you know, pedophiles. 13 MR. MAYS: How about those phone calls? 14 THE CHAIR: Okay. Let me -- the second 15 issue. You're talking about giving Wi-Fi 16 access. Are you talking about like, you walk 17 into a Starbucks and have free Wi-Fi? 18 MR. CHESNEY: Well, I'm saying, I don't 19 think there will be any additional cost to it, 20 since we have to put them there anyway. 21 THE CHAIR: We're paying for data. It 22 will be astronomical. 23 MR. CHESNEY: That data is not capped, is 24 it? It's not metered, the data. I don't think 25 so.</p>	<p style="text-align: right;">Page 116</p> <p>1 THE CHAIR: We'll have kids sitting out 2 there 24 hours a day getting free Internet. 3 MR. ARGUS: No more than the library. 4 THE CHAIR: Okay. Except it closes. 5 Now, if we're going to run Internet access from 6 8:00 a.m. to 6:00 p.m., that's one thing. 7 MR. ARGUS: The Wi-Fi is not turned off 8 in the libraries. 9 MR. CHESNEY: Yeah. 10 MR. ARGUS: You can sit in the parking 11 lot and use it. 12 MR. CHESNEY: Yeah. And you're not going 13 to -- 14 MS. WHYTE: No. I'm not going to lock up 15 everything. 16 MR. CHESNEY: Well, you can't, because 17 the cameras use it. It has to be -- yeah. My 18 thing is, you can just -- there's not really -- 19 there's a minimal extra cost to add Wi-Fi in 20 the parks because you're going to have the 21 cameras there. That was just my suggestion 22 when she was going to talk to the vendors. 23 MS. WHYTE: Most of -- I think most -- 24 nowadays, every -- there's very isolated cases 25 on people's phones that do not have their own</p>

1 Wi-Fi.
 2 MR. CHESNEY: Well, I know, but they have
 3 to pay for data.
 4 THE CHAIR: Do you know how many
 5 cheapskates there are sitting in restaurants
 6 and McDonald's and Starbucks?
 7 MS. WHYTE: Really?
 8 THE CHAIR: Oh, my gosh. It's
 9 ridiculous.
 10 MR. CHESNEY: Oh, yeah. I think it would
 11 be really popular.
 12 THE CHAIR: Some people who don't have
 13 offices, they sit in Starbucks and Panera
 14 Bread.
 15 MR. CHESNEY: Why don't you at least
 16 investigate the cost of the equipment?
 17 MR. STRALOW: Investigate it.
 18 MR. CHESNEY: Yeah, why don't you
 19 investigate the cost of the equipment. I don't
 20 think it will be that much. And it's something
 21 you can always do and take back.
 22 MS. WHYTE: We're scrapping the
 23 monitoring for the free -- you know, the IP
 24 address?
 25 MR. CHESNEY: Well, I had not thought of,

1 like I said --
 2 MS. WHYTE: I did. That was my concern.
 3 MR. CHESNEY: -- the first thing that
 4 Mark thought of.
 5 MS. WHYTE: Honestly, Greg, you have to.
 6 You have to. My daughter's park, they just had
 7 a guy taking pictures of kids, and they found
 8 out --
 9 MR. CHESNEY: What are you talking about?
 10 We had one years ago in Baybridge Park.
 11 MS. WHYTE: Yeah. So I agree, but --
 12 MR. CHESNEY: That I came across when we
 13 were building it ten years ago.
 14 MS. WHYTE: Check the price of free
 15 Wi-Fi. No IP -- open IP?
 16 MR. CHESNEY: Right.
 17 MS. WHYTE: Okay. That's fine. I've got
 18 direction now. Thank you.
 19 THE CHAIR: So we have 28 cameras?
 20 MR. MAY: We have 24 technically.
 21 MS. WHYTE: 24. Yeah. It's a lot of
 22 cameras.
 23 THE CHAIR: That includes Harbor Links
 24 cameras?
 25 MS. WHYTE: Harbor Links.

1 MR. MAY: Yeah. The Greens has seven,
 2 Harbor Links has seven. There's 14. Saville
 3 Rowe has two. Stonebridge has four. Our
 4 office has four?
 5 MS. WHYTE: Four.
 6 MR. CHESNEY: Look at our Internet bills.
 7 They're hundreds of dollars a month.
 8 MS. WHYTE: Our Internet actually isn't
 9 that bad. It's \$154.
 10 MR. MAY: You want to see it?
 11 THE CHAIR: No.
 12 MR. CHESNEY: For all of them?
 13 MS. WHYTE: Yes.
 14 THE CHAIR: You have mobile access to
 15 cameras?
 16 MS. WHYTE: My office?
 17 MR. CHESNEY: Oh, no, for your office.
 18 I'm talking about for all the cameras.
 19 MS. WHYTE: Yeah. It's \$116 a month for
 20 the phone line and the Internet for most of
 21 them.
 22 THE CHAIR: That's not bad.
 23 MS. WHYTE: No, it's not. I really
 24 negotiated well, and I was really surprised.
 25 And Verizon has been after me now to get --

1 THE CHAIR: So part of our technology
 2 package that's going to be wrapped into this
 3 project will be large TVs in the office?
 4 MS. WHYTE: I think a large TV, depending
 5 on how many cameras we need and get on there,
 6 so that we have a visual. That -- I think that
 7 would be -- and, again, it doesn't have to be
 8 immediate. That can be, you know, down the
 9 road. But that was one of the suggestions,
 10 just take my board down and put the cameras up
 11 there. Because I just -- if I have to research
 12 something, it's -- it's too small, too tiny.
 13 THE CHAIR: Well, that makes sense. And
 14 the cost of TVs is nothing now.
 15 MS. WHYTE: Minimal.
 16 THE CHAIR: Even the 80-inch TVs are less
 17 than 1500?
 18 MS. WHYTE: Are you authorizing an
 19 80-inch with Internet?
 20 MR. MAY: We'll need a bigger wall.
 21 THE CHAIR: Certainly 60 inches are six
 22 to \$800. You don't need a smart TV. Well, you
 23 may, but --
 24 MS. WHYTE: Anyway, that was just a
 25 suggestion by the contractor. This is the

1 process to get it onto the thing or we get
 2 separate monitors.
 3 THE CHAIR: We're still recording all the
 4 video?
 5 MS. WHYTE: Everything is being recorded.
 6 And they're being attached to the restroom
 7 buildings in a closed cabinet, which is very
 8 similar to what we have in Harbor Links and
 9 Saville Rowe and every else that we have --
 10 THE CHAIR: Any other discussion on video
 11 and technology?
 12 MR. ARGUS: No.
 13 THE CHAIR: If we're looking at Wi-Fi
 14 access, can we turn it on and off at certain
 15 times automatically?
 16 MS. WHYTE: I don't know. I could ask
 17 that. But the question is --
 18 MR. CHESNEY: I don't know. Maybe.
 19 THE CHAIR: I'm just thinking of the
 20 residents who are not going to want people
 21 sitting out in front of their houses getting
 22 free Wi-Fi. Because that will be the first --
 23 those seven houses that border Glenclyff Park
 24 will be the fist ones complaining that they've
 25 got 20 cars sitting out in front.

1 MR. BARRETT: Actually, they'll get free
 2 Wi-Fi, so they might not complain.
 3 MR. ARGUS: True.
 4 MS. WHYTE: I'll look at the prices.
 5 THE CHAIR: I see the advantage of a
 6 parent sitting there with an iPad while their
 7 kid is getting hurt on the playground --
 8 MR. CHESNEY: Yeah. And not having them
 9 pay --
 10 THE CHAIR: -- because they're not paying
 11 attention to their kid.
 12 MR. MILLS: Exactly.
 13 MR. CHESNEY: I'm just saying, and they
 14 wouldn't have to pay for their data.
 15 THE CHAIR: I see it as an advantage. I
 16 just thought it would be a tremendous cost to
 17 provide that.
 18 MR. ARGUS: It shouldn't be.
 19 MR. CHESNEY: You're right. He does see
 20 the downside.
 21 THE CHAIR: I do. I've been in the real
 22 world. You guys, most of you guys don't live
 23 in the real world.
 24 MR. BARRETT: He lives in a Game of
 25 Thrones world.

1 THE CHAIR: All right. Next issue.
 2 Bathrooms.
 3 MR. STRALOW: On the other items, on both
 4 site and bathrooms, we need more information to
 5 come forward. Right?
 6 MS. WHYTE: Uh-huh.
 7 MR. MAYS: Yeah. Get more vendors
 8 involved.
 9 MS. WHYTE: Once we secure the parks and
 10 that's out of the way, then we can work on the
 11 next thing.
 12 MR. BARRETT: Going to put safety nets on
 13 the toilets?
 14 THE CHAIR: If we need to.
 15 Sonny, I'm going to send you a general
 16 contractor who does commercial work, renovation
 17 work, as well.
 18 MS. WHYTE: Thank you.
 19 THE CHAIR: This is not a big --
 20 bathrooms are not a big project.
 21 MR. CHESNEY: What about the guy that did
 22 the build-out of the office?
 23 MR. MAYS: Yeah. He's a general
 24 contractor. He could do those things, too.
 25 MS. WHYTE: We were trying to keep it all

1 within the scope of what you had asked us to
 2 do, which was try to keep it contained, kind
 3 of, you know.
 4 THE CHAIR: Yeah.
 5 MS. WHYTE: So now that we've got the
 6 parks out of the way, it shouldn't be very
 7 difficult to sort of break that up a little bit
 8 into different components.
 9 MR. STRALOW: See what makes sense.
 10 MS. WHYTE: See what makes sense.
 11 THE CHAIR: And, Neale, you're the guy
 12 who can provide technical assistance for
 13 anybody, any of the contractors.
 14 MR. STRALOW: For the -- yes. For the
 15 elements that we've described.
 16 THE CHAIR: Do we have a set of specs?
 17 Have we specified equipment that we want in the
 18 bathrooms?
 19 MR. STRALOW: No. These were concept
 20 level plans that were done. We didn't do any
 21 specifics inside the bathroom, except for
 22 discussion of ADA compliance. And I'd have an
 23 architect ready to activate, but we've never
 24 gotten to that level, and we moved in a
 25 different direction.

1 THE CHAIR: Okay.
 2 MR. STRALOW: So for the improvements and
 3 the information that's been provided, there are
 4 vendors out there that can complete the
 5 improvements that you're looking for. Okay. I
 6 just think that we want to make sure that we
 7 get the right ones to give us the right bids
 8 and document their experience, so that they are
 9 the responsible entity. And if we can take the
 10 building components off of that -- there was
 11 one gazebo structure in Glenduff that had a
 12 roofing issue, but that's the only other
 13 structure that had a building component that I
 14 would think.
 15 MS. WHYTE: The general contractor could
 16 handle that.
 17 MR. STRALOW: Would fall under a certain
 18 type of contractor.
 19 THE CHAIR: Okay. What are we missing?
 20 We still have to do site work.
 21 MR. MAYS: Site. Right.
 22 MR. STRALOW: We got site, which includes
 23 some renovation of pavement, some grading, and
 24 the soccer fields.
 25 MR. MILLS: Drainage.

1 MR. STRALOW: Drainage.
 2 MR. MAYS: We had more information on
 3 more basketball courts.
 4 MR. STRALOW: Either they'll throw it in
 5 or it will be a site guy that will pour
 6 concrete on a, you know --
 7 MR. MAYS: Or pour asphalt.
 8 THE CHAIR: Do they typically -- do civil
 9 contractors pour concrete like that?
 10 MR. STRALOW: They will set grades and
 11 coordinate the vendor who -- a sub through them
 12 for concrete work, for flat work.
 13 THE CHAIR: Okay. And then we use some
 14 type of topping on top of it?
 15 MR. STRALOW: We did a painting course on
 16 it. There may be one of the -- one of the
 17 vendors who provided the information. We might
 18 be able to, you know, tweak his information,
 19 get him more in line. We'll see.
 20 MR. MAYS: We only had a couple of them
 21 that were interested in doing it.
 22 MR. STRALOW: Right.
 23 THE CHAIR: Okay. Anything else,
 24 gentlemen, on the capital improvement? Have we
 25 covered everything?

1 MR. STRALOW: I think so.
 2 MR. MILLS: I think so.
 3 THE CHAIR: Okay. Neale, if you don't
 4 have anything else, you can escape.
 5 MR. STRALOW: Thank you. Appreciate the
 6 conversation, and I'll be talking to you very
 7 soon, I'm sure.
 8 THE CHAIR: Manager's report.
 9 MR. MENDENHALL: I just had the one item
 10 this evening. I had e-mailed out the copy of
 11 the -- or proposal regarding the assessment
 12 services, the possible changes to the
 13 assessment services. You had already received,
 14 of course, a proposal from Fishkind. So it's
 15 up to you, of course, you know, which way you
 16 want to go. And, of course, if you have any
 17 questions for myself or for Fishkind as well.
 18 THE CHAIR: Remind us again what the
 19 Fishkind quote amount was.
 20 MR. MENDENHALL: Sure. The Fishkind was
 21 20,000.
 22 THE CHAIR: And Severn Trent quote was
 23 how much?
 24 MR. MENDENHALL: The Severn Trent one was
 25 15,000-six -- I have my notes written down. I

1 don't know it's 25 or 75.
 2 MR. MILLS: 25.
 3 MR. MENDENHALL: 25. Two looks like a
 4 seven. Sorry. And then for the Severn Trent
 5 one, we additionally quoted as doing a complete
 6 revamping, which is the deep dive on the entire
 7 thing to see if anything else needs to be
 8 changed and to produce an entirely new
 9 assessment. That one was 31,250.
 10 MR. ARGUS: Do we have a price from
 11 Fishkind for equivalent?
 12 MR. MENDENHALL: I was told -- that was
 13 brought up at the last meeting. And I was told
 14 not to get that at this point from Fishkind at
 15 the last meeting. Of course, we can go to them
 16 and ask them for that.
 17 MR. MILLS: My understanding was that
 18 Fishkind was a full --
 19 MR. BARRETT: That's my recollection,
 20 too.
 21 MR. MILLS: That's what's in my notes.
 22 MR. MENDENHALL: Yeah. If you read
 23 Fishkind's -- and, of course, I can verify this
 24 with Fishkind as well -- but my understanding
 25 from reading through their proposal was that

1 they were going to -- yes, it's a new
2 assessment methodology, but it's just with the
3 update of potentially the new parcel, as well
4 as the change with the town -- or the
5 commercial becoming townhomes.

6 And the board discussion was that if you
7 wanted them to do a more involved look, or if
8 you wanted us to do a more involved look at the
9 current existing, the entire assessment, not
10 just considering those two particular
11 situations.

12 So, for example, you would maybe look at
13 the golf course and what they're paying, as
14 well as the commercial. Does anything need to
15 be changed, because potentially things are
16 different now than what it was however many
17 years ago when it was originally put together.

18 So once again, I can clarify that with
19 Fishkind. Maybe they are doing that deep dive,
20 looking at all the different scenarios. That
21 wasn't my understanding, but I can clarify with
22 them.

23 THE CHAIR: That's what their proposal
24 says.

25 MR. MILLS: Yeah.

1 MR. CHESNEY: Yeah. Well, I think a part
2 of it was they were going to apply the new --
3 from the update, updated numbers from the trip
4 manual or whatever that thing is.

5 MR. MENDENHALL: Right.

6 MR. CHESNEY: So -- but they're not
7 necessarily going to reassess how the
8 properties are utilized other than those two.

9 MR. MENDENHALL: Right.

10 MR. CHESNEY: That's how I understood it
11 to be.

12 MR. MENDENHALL: So the idea would be
13 they would have those two potential changes.
14 And those changes, of course, would have to
15 cascade through the proportional shares of what
16 the other ERUs pay.

17 MR. CHESNEY: The trip numbers get
18 updated, I understand, the numbers in that
19 manual.

20 THE CHAIR: Mr. Argus.

21 MR. BARRETT: Does Severn Trent update
22 the trip numbers?

23 MR. MENDENHALL: I'd have to find out
24 specifically, you know --

25 MR. CHESNEY: I remember doing it the

1 first time -- or whatever, the first time --
2 the last time. And there was literally, the
3 guy from Fishkind had a manual that had, okay,
4 you know, you got this kind of property, and
5 it's this size, and it has 45 trips. And
6 you --

7 THE CHAIR: I have that old book.

8 MR. CHESNEY: You know, that kind of
9 thing.

10 THE CHAIR: It's interesting.

11 MR. ARGUS: With the changes that have
12 taken place commercially and residentially
13 around here and since the Fishkind methodology
14 was last developed, I think enough has changed
15 that it warrants us going through and getting a
16 complete, new evaluation.

17 The property being developed next to
18 Fifth Third Bank, for example, is zoned
19 commercial. They assume it's an average
20 commercial building. I now hear it's what,
21 two, three stories and there's five or six
22 different businesses going in there, all of
23 which have different trip ratios.

24 So if they had a generic trip ratio based
25 on 10,000 square feet, and it's now a

1 30,000-square-foot building with different trip
2 factors, you have that there. You have that
3 for The Avenues. I'm not sure it was realized
4 that it was going to be a two-story building
5 there, at least part of it. So I would be
6 inclined to want to -- a complete reevaluation
7 of the methodologies.

8 THE CHAIR: You know, Erin can address
9 this better than I. Understand we can get a
10 Fishkind analysis or a Severn Trent analysis
11 with recommendation.

12 MR. ARGUS: Yes.

13 THE CHAIR: And a complete
14 reallocation --

15 MR. ARGUS: Correct.

16 THE CHAIR: Of the method and expense.
17 We still have to go through the formal process
18 of changing our methodology. And that's a
19 pretty substantial process.

20 MS. McCORMICK: Yeah, we do. I mean, we
21 would have to provide notice to everybody of
22 the proposed changes, and we would have to hold
23 a public hearing. And, you know, there's
24 criteria by law that you have to do your
25 assessments based upon the -- based upon a

1 method that reasonably allocates the benefit
2 that each property is receiving.

3 So that's what you -- why you would hold
4 your public hearing. And if somebody wanted to
5 challenge it, they would do it based on not
6 being in compliance with the law.

7 MR. ARGUS: As I understand from our last
8 meeting, if any of the rates go -- if anybody's
9 tax rate goes up, we're required to have a
10 public notice and all that. If they go down,
11 we're not. But we're guaranteed at least one
12 person's tax values are going to go up, which
13 is the property at the end of Montague, since
14 they're not paying any property taxes now to
15 us.

16 MS. McCORMICK: Well, we would -- if we
17 were just going to assess one or two additional
18 properties, we would provide notice to those
19 two property owners. If we were going to go in
20 and change the methodology that all of the
21 properties within Westchase are assessed by and
22 the underlying document, then we would provide
23 notice to everybody within the community.

24 THE CHAIR: How do we do that?

25 MS. McCORMICK: How do we send notice?

1 We publish notice in the newspaper, and then we
2 mail individual letters to each property owner.

3 THE CHAIR: I remember this was quite
4 expensive the last time we did it. I'm not say
5 we shouldn't do it, though.

6 MR. ARGUS: Which if we time such a
7 notice around the budget time, we would
8 typically sometimes mail everybody anyway.
9 Save some money there.

10 THE CHAIR: Mr. Chesney.

11 MR. CHESNEY: Well, having dealt with
12 this with Mr. Kemerer in great detail the last
13 time we did this, I understand what you're
14 saying, and I don't disagree with it, but I
15 think the potential benefit from it would be
16 muted in the grand scheme of things. Because I
17 know you were around then. I don't know if you
18 went to any of these meetings.

19 MR. ARGUS: I was at all of them.

20 MR. CHESNEY: So, like, I can remember a
21 very detailed conversation with the company
22 that owned the Publix center there. And, I
23 mean, they have a lot of reasons that they
24 bring in. And the potential to open it all up
25 to do all that, we could potentially get

1 ourselves in a bigger jam than just for chasing
2 a little bit of parity over in this area.

3 I agree with you, this area here, I don't
4 think anyone at the time understood exactly how
5 it was going to be developed, but I think we
6 then might get hosed on the other end.

7 THE CHAIR: Well, I don't look at it as
8 hosing us or the residents or the folks who are
9 paying our assessments. I think -- and also --
10 and here's where I stand. If I've got Fishkind
11 doing any methodology report, I don't care who
12 the residents hire. I'll stick with my expert
13 against them any day, all day. That's just the
14 way I feel.

15 And that's not to say that Severn Trent
16 doesn't do a fantastic job. I know that
17 Fishkind is the expert. They are well
18 respected. And no court in Florida has ever
19 rejected their methodology. That gives me the
20 high level of comfort.

21 And, yes, we can come in, we'll have
22 these other center owners come in with their
23 lawyer, their experts say why are trips are
24 miscalculated. And we'll have Fishkind
25 evaluate that. And if Fishkind says, "Here's

1 why we reject that analysis," I'm going to
2 stick with Fishkind. They may raise some
3 issues that warrant consideration by us and our
4 expert.

5 I think it's been a long time since we
6 did our last assessment. We are now -- you
7 know, the WOW correctly pointed out that no one
8 would have thought we would have more
9 construction in Westchase, but we do. I think
10 if we were to do it, go forward now, it would
11 give us a pretty good long-term methodology
12 with an absolute known use of every piece of
13 property in the community.

14 So I think -- I don't know where it will
15 fall. I don't know if Publix is going to go up
16 or down. I don't know if any of these other
17 commercial or any other homes are going to go
18 up or down.

19 MR. CHESNEY: I didn't take what they
20 proposed to be what I'm understanding Bob is
21 suggesting.

22 THE CHAIR: It says a full analysis.

23 MR. CHESNEY: Yeah. Okay. Well, you
24 know, we can have a conversation with them.
25 Maybe I didn't fully -- to me, the full

1 analysis just means they're going to update
 2 the --
 3 MR. MENDENHALL: I mean, I know what
 4 you're looking for. I can -- I can very
 5 clearly convey to them, "Hey, does this include
 6 this?" That's no problem.
 7 THE CHAIR: Yeah. Certainly, we need to
 8 know what we're getting for \$20,000 --
 9 MR. MENDENHALL: Sure.
 10 THE CHAIR: -- plus the cost of attending
 11 meetings. That's something -- they're going to
 12 have the attend meetings.
 13 MR. CHESNEY: Also, though, to your
 14 point, I agree we should stick with Fishkind
 15 wholeheartedly. That, I'd --
 16 THE CHAIR: Unless they're \$100,000, then
 17 I'd like to know more about Severn Trent's
 18 history and success with defending
 19 methodologies.
 20 MR. BARRETT: Not to belabor a point, but
 21 my recollection of the last meeting was that
 22 you were going back to Fishkind to get the
 23 specific price on just those two changes so
 24 that you could compare their overall one, which
 25 was the one we had. And so that -- I think

1 you're probably remembering a similar thing or
 2 no?
 3 MR. MILLS: No. My recollection is, we
 4 had nothing to gauge the \$20,000 number
 5 against, and you offered up the Severn Trent
 6 offers that service. And we were going to --
 7 we solicited that to match it against an
 8 existing quote.
 9 MR. MENDENHALL: Right.
 10 MR. MILLS: Okay. But there is the
 11 independent -- and I'm learning the standard
 12 bearer of this process, right, that we could
 13 stand behind. My question to the board is,
 14 wouldn't there be an expectation or
 15 anticipation that trip counts are higher today
 16 than they were the last time this was done,
 17 with the traffic and the buildup and the
 18 activity in the community? Right? Publix is
 19 busier than it was ten years ago. West Park
 20 Village is busier than it was ten years ago.
 21 THE CHAIR: That's not how it works,
 22 though.
 23 MR. MILLS: When you say trip counts, is
 24 that not what you're referring to?
 25 MR. ARGUS: ERUs from the government's

1 data menu.
 2 MR. MILLS: Okay.
 3 THE CHAIR: For example, in the book,
 4 there is shopping center or grocery store, this
 5 square footage, this square footage, this
 6 square footage.
 7 MR. MILLS: Okay.
 8 THE CHAIR: Wherever Publix fits in, they
 9 get that ERU or trip count.
 10 MR. MILLS: Okay.
 11 THE CHAIR: And it's actually
 12 interesting, some of things are
 13 counterintuitive. Like, the golf course is
 14 enormous, but its trip count is nothing.
 15 There's only 40 people playing golf in a day.
 16 It's incredibly low. Some of the numbers were
 17 interesting.
 18 By the same token, if someone is going in
 19 with three restaurants in a new piece of
 20 property, they can tell you that a restaurant
 21 of 10,000 square feet generates this much, this
 22 much. But it's not this Publix is now going
 23 gangbusters versus ten years ago when it was
 24 just startup. It's one figure. They don't
 25 actually count the number of people going in

1 and out.
 2 MR. CHESNEY: But the number of parcels
 3 when we did it last were undeveloped. And
 4 their zoning was --
 5 THE CHAIR: Multifamily or --
 6 MR. CHESNEY: General.
 7 THE CHAIR: -- general commercial. It
 8 makes sense. But in the long run, we've got to
 9 justify a significant expense. But I think, if
 10 you want to set us up for long-term valid
 11 assessment methodologies and actual
 12 assessments, I think we should go ahead and
 13 spend the money and do it, especially if we're
 14 getting to the point where there's no
 15 identifiable parcels that are going to be
 16 further developed or redeveloped.
 17 Let's get everybody in. Let's collect
 18 from everybody, including those who haven't
 19 been paying. And let's make sure the
 20 assessment methodology is fair. That's our
 21 obligation, you know.
 22 MR. CHESNEY: I would like to have a
 23 conversation with them about their proposal.
 24 THE CHAIR: Why don't you work with Andy
 25 then on that.

<p style="text-align: right;">Page 141</p> <p>1 MR. MENDENHALL: Yeah. That's fine. 2 Just so I understand the -- and, obviously, 3 Greg will be involved. So what we're looking 4 for is to ask Fishkind, tell them what the 5 objective is, which is to not only have those 6 two items considered and cast it through the 7 existing assessments, but we're also asking 8 them to look at the current state of 9 assessments and -- relatable to the properties 10 and make sure that that still makes sense or if 11 changes need to be made. 12 THE CHAIR: I think that's accurate. 13 MS. MCCORMICK: And the uses of each 14 property. 15 MR. MENDENHALL: Yeah. Absolutely. 16 THE CHAIR: Correct. They're going to 17 have to do a site survey. 18 MR. MENDENHALL: Yep. 19 THE CHAIR: That's not a term of art in 20 my eyes. But they are going to have to come in 21 and look. But, you know, they -- 22 MR. CHESNEY: They have to update the -- 23 if they're going to do that -- to me, the 24 difference between what I thought they were 25 going to do and what you're asking for is, they</p>	<p style="text-align: right;">Page 143</p> <p>1 if we've got the methodology, why can't we just 2 switch the ERUs and have it come out? 3 THE CHAIR: First off, I don't -- there's 4 a couple of things. The trip publication is 5 only changed every five or six, seven years. 6 It's not annually revised. I remember when we 7 did this last, I had two books. One was the 8 '03 version, and was one was the '07 version, 9 or something like that. It's minimal change. 10 It's just minimal change. 11 And I also -- in going back and trying to 12 remember how they looked at some of the larger 13 commercial spots, like Publix center, they did 14 not break it down to this is a 15 4,000-square-foot hair salon, that's a 16 5,000-square-foot Chinese restaurant. I don't 17 think they did that level. It was large 18 commercial, which based on historic -- what 19 typically goes into a 500,000-square-foot 20 commercial center. They know there's going to 21 be a fast food restaurant. They know there's 22 going to be a bar. They know there's going to 23 be a liquor store. They know there's going to 24 be a whatever. They have a lot of history with 25 that.</p>
<p style="text-align: right;">Page 142</p> <p>1 have to go in and update the uses of the 2 properties, which haven't changed really that 3 much, except for in the commercial areas. 4 MS. MCCORMICK: And then the IT trip 5 rates will have changed -- 6 MR. CHESNEY: The IT -- 7 MR. MENDENHALL: But you'll have a whole 8 bunch of residential that will basically be the 9 same. You'll have those the two variables 10 they'll be looking at. 11 MR. BARRETT: If you could just follow 12 up, the one question I have, if this is the 13 methodology and the ERUs are updated annually, 14 why isn't -- why aren't the ERUs then updated 15 by the management company into the assessment 16 methodology? And it seems unclear whether 17 they -- 18 MR. CHESNEY: You mean each year? 19 MR. BARRETT: Not even -- I'm not 20 saying -- I think each year would probably be a 21 little bit excessive, but you would think that, 22 you know, especially if like on the ground 23 here, we know that this storefront used to be a 24 Chinese restaurant and now it's a hair salon. 25 You know, why can't we just -- if it's just --</p>	<p style="text-align: right;">Page 144</p> <p>1 But then, again, Fishkind may tell me I'm 2 wrong and my recollection is off, that they do 3 look at every single storefront. 4 MS. MCCORMICK: I've never seen a CDD 5 assessment where they've done that. 6 THE CHAIR: And the other factor is, we 7 can't just change the use, because it went from 8 a playground -- or it went from a daycare 9 center to a restaurant. Because we have to go 10 through the formal methodology and the approval 11 process, which is a very formal structure. I 12 mean, we'd have to do that every single year. 13 MR. MENDENHALL: Yeah. Just for 14 perspective of dealing with different 15 districts, the only time we see something close 16 to that would be when you have a situation 17 where there's undeveloped land, and then it 18 winds up changing, a daycare center gets built. 19 And so then that's handled on more of an 20 individual basis with having a public hearing 21 and, you know, making a change. 22 MR. BARRETT: Thank you. 23 THE CHAIR: Andy, anything else in the 24 manager's report? 25 MR. MENDENHALL: No, sir.</p>

1 THE CHAIR: Counselor's report.

2 MS. McCORMICK: So I have the letter that
3 I provided to all of the board members that
4 indicates that I'm going to be forming my own
5 law office and leaving Buchanan Ingersoll &
6 Rooney January 30th of this year. And it's
7 very amicable working with Buchanan Ingersoll.

8 Rhea Law and myself both sent this letter
9 to the district. Because of the timing, and I
10 know you have just been presented with this
11 tonight, but I'm going to be leaving as of
12 January 30th. So I wanted to at least give you
13 this information so -- whether, you know,
14 you're going to make a decision about how you
15 want to proceed tonight or not. I didn't want
16 to wait until February to give this to the full
17 board.

18 THE CHAIR: Mr. Ross.

19 MR. ROSS: This is a standard letter that
20 gets sent all the time. I know that to be the
21 case. And so there's nothing about the letter
22 in and of itself that is concerning to me.

23 But I'd just like to ask you point-blank,
24 do you feel comfortable that your new firm will
25 be able to handle our representation? Any

1 going to be myself. And like I said, it's a
2 very good transition with Buchanan Ingersoll.
3 So I know that we talked about collaborating on
4 cases. So if it's something that I can handle,
5 you know, they will certainly be able to
6 provide assistance as well.

7 MR. ROSS: I move that we authorize that
8 our representation after January 30th will be
9 handled by Erin McCormick Law, PA.

10 MR. CHESNEY: I second it.

11 THE CHAIR: Okay. Discussion.

12 Mr. Argus?

13 MR. ARGUS: Couple of questions. Since
14 you no longer -- you wouldn't have the high
15 overhead of our existing firm, I expect our
16 rates will drop significantly?

17 MS. McCORMICK: That's a good question,
18 and, yes, they will. I mean, I would
19 anticipate that they will be less, because my
20 overhead is going to be less than a large law
21 firm has.

22 MR. ARGUS: Second question, not being an
23 attorney, not being used to this, I recognize
24 this as a -- somewhat of a standard format. If
25 we were to stay with our current

1 issues or concerns that you have as to the
2 ability to continue with the representation at
3 the high levels that you've been providing it?

4 MS. McCORMICK: I feel very comfortable.
5 I mean, this is the type of work that I really
6 enjoy doing, and it's going to be the focus of
7 my new law firm. So I feel very comfortable
8 about that.

9 MR. ROSS: When you say "the focus,"
10 doing exclusively CDDs or governmental or what
11 specifically?

12 MS. McCORMICK: Well, because it's a new
13 firm, my focus is going to be on community
14 development districts and other governmental
15 representation, other special districts,
16 working with -- I mean, if I have the
17 opportunity, I work with an aviation authority
18 and on community redevelopment plans. And I'd
19 like to continue to do that type of work. But
20 since I'll be in a new law firm, you know,
21 that's where I'm going to market myself.
22 That's what I hope services I'll be providing.

23 MR. ROSS: What, if any, employees will
24 you have with you?

25 MS. McCORMICK: Initially, it's just

1 representation, how do we -- does somebody just
2 get assigned? Do we get to pick somebody? How
3 does that work?

4 MS. McCORMICK: Well, right now, I'm the
5 only one that is doing community development
6 district representation at Buchanan Ingersoll
7 on a consistent basis. In our Tampa office, I
8 mean, Rhea Law is there. She's the chairman of
9 the Florida offices of Buchanan Ingersoll.

10 There's other attorneys that have been
11 involved in specific issues related to
12 community development district representation.
13 But I'm not sure what the plan would be going
14 forward as to how they would handle that.

15 MR. ARGUS: So the odds of getting Rhea
16 Law back as our counsel is not too high.

17 MS. McCORMICK: I think she would
18 probably have to -- she would probably be
19 looking to work with somebody else on it.

20 THE CHAIR: Mr. Mills.

21 MR. MILLS: So, again, not being -- being
22 one of the few non-attorneys that sits here,
23 working for a larger firm, you've got a support
24 staff that helps you with things.

25 MS. McCORMICK: Right.

1 MR. MILLS: As you indicated, you're
2 striking out on your own, and so
3 congratulations and good luck --

4 MS. McCORMICK: Thank you.

5 MR. MILLS: -- with that. How will you
6 manage the support structure that you've had
7 previously on your own?

8 MS. McCORMICK: Well, I have a law office
9 that I've identified that I'm going to be
10 opening up. And I have a technology plan that
11 I'm working on, as well as a financial
12 accounting management structure that I'm going
13 to put in place. And I'm going to work with,
14 you know, just a handful of clients initially,
15 so that I make sure that I've got everything in
16 place before I look at doing any expansion.

17 And if I do need to bring in support
18 staff or bring in, you know, an associate
19 attorney to help me, I will certainly do that.
20 But I don't want to undertake too much before I
21 know exactly what's going to be needed.

22 THE CHAIR: Well, I'll ask some
23 questions. I feel obligated to. Let me start
24 by saying Fowler White, then Fowler White slash
25 Buchanan Ingersoll, has always been the

1 You've done a fantastic job for a long
2 time for this community development district.
3 I think you can do the work. I think you will
4 do a great job. And I'm going to vote to have
5 the work go with you.

6 My concerns are, don't get in over your
7 head. I don't expect to be billed a
8 professional rate for overhead and
9 administrative work, which you, as a solo, may
10 have to do, unless you've got a staff member
11 who's going to handle what you would ordinarily
12 have a secretary or a -- even a legal assistant
13 do at your existing firm.

14 I understand how law firms work. But I
15 also understand that I hire lawyers, not law
16 firms. And, you know, you've been our lawyer
17 for a long time. And if you had left to go to
18 another firm, I probably would have followed
19 you to another firm. And that's a credit to
20 you. You're very knowledgeable. You're very
21 responsive. You've gone a great job for us for
22 22 and a half, 23 years.

23 And so I think we would be remiss if we
24 did not keep a continuity and your knowledge
25 and your skill base, even if you're in a

1 Westchase Community Development District's
2 counsel. And Rhea got us out of the ground.
3 Rhea was our lawyer for a long time. You came
4 in almost ten years ago?

5 MS. McCORMICK: Oh, actually 1993.

6 THE CHAIR: Man, am I getting old. Wow,
7 12.

8 MR. CHESNEY: She's been -- when I came,
9 I knew you were from the developer, but when I
10 came --

11 MS. McCORMICK: I started working in
12 1992, and then I started working on Westchase
13 in 1993.

14 THE CHAIR: Time flies. Going back to my
15 original question.

16 MR. CHESNEY: She became a full-time
17 lawyer when I came.

18 THE CHAIR: Fowler White, I always view
19 them -- there's very few law firms in the state
20 of Florida that do this work. And there's even
21 fewer that do it well. Rhea was very good.
22 Rhea has moved on to what I'm going to say
23 bigger or better things. Not that we're a
24 small fry or anything. But she -- what she's
25 doing is completely different.

1 smaller platform. I think you will give us a
2 great deal of attention as a startup firm. And
3 hopefully we'll still get that same level of
4 attention when you're a large firm or a larger
5 firm. So, you know, that's there where I stand
6 on all this. I think this is a good move for
7 you.

8 MR. ARGUS: Would we be your only client?

9 MS. McCORMICK: Well, I don't think so.
10 But I just advised the firm yesterday. So
11 you're the first client that I have talked to
12 about this.

13 MR. ARGUS: Okay.

14 MR. CHESNEY: Do you have -- I mean, he
15 brought it up. I was going to suggest that you
16 talk with Brian or one of them. But, I mean,
17 do we have an idea what your billing rates
18 are going to be?

19 MS. McCORMICK: I mean, I have thought
20 about it. And I have thought that my rate
21 would be reduced to about 70 percent of what it
22 is right now, so a significant reduction.

23 MR. CHESNEY: Okay. How many hours do we
24 bill generally?

25 MR. ARGUS: Too many.

1 MS. McCORMICK: Well, it really depends
2 on what's going on.
3 MR. CHESNEY: Yeah, that's true.
4 MS. McCORMICK: The budget for the last
5 couple of years, I think, has been \$80,000 per
6 year. And I would hope with the reduction in
7 fees, it's going to maybe --
8 MR. CHESNEY: All right. Yeah. That's a
9 good way for me to think about it, just the
10 annual.
11 MS. WHYTE: Unless there's something
12 going on, 80,000 is right.
13 THE CHAIR: All right. We have a motion
14 that's been seconded to retain Erin McCormick
15 Law, PA to serve as counsel for the Westchase
16 Community Development District in transition
17 from Buchanan Ingersoll & Rooney, PC. I take
18 it, have you given any thought to how you're
19 going to handle all the files and materials
20 that --
21 MS. McCORMICK: Actually, Buchanan
22 Ingersoll has a very good process in place for
23 that. I mean, they've been through this, you
24 know, multiple times. So a lot of the files
25 are electronic now. I'll be getting those in

1 electronic format. And I'll have a case
2 management -- document management system that
3 they'll get loaded into. And then the hard
4 files, I'll have sufficient space for.
5 THE CHAIR: Okay. Mr. Ross.
6 MR. ROSS: I was going to deal with that
7 issue separate from the motion. Not to pretell
8 the future, but what sometimes happens is
9 somebody in your shoes will have the
10 representation transferred over with you, and
11 then things rapidly change within the next year
12 or two. Just any number of things could
13 happen. Could you make sure that when those
14 files are transferred over to you, that a copy
15 is provided to our office here as well?
16 MR. CHESNEY: The electronic or the
17 paper?
18 MR. ROSS: Electronic, whatever's
19 provided to you.
20 MS. McCORMICK: Yeah. Almost all of the
21 documents that I have, I always send copies to
22 Andy. So the district manager -- but it
23 certainly -- you know, anything electronic that
24 I have, I will provide copies of that, as well.
25 MR. ROSS: I would prefer that. That as

1 long as they're going through the steps of
2 providing a copy to you, the incremental cost
3 to give us another electronic copy should be
4 insignificant. That'd be great.
5 MS. McCORMICK: I'm sure that won't be an
6 issue.
7 MR. ROSS: That'd be great.
8 THE CHAIR: Any further discussion? All
9 in favor of the motion, please raise your hand.
10 The motion passes five to nothing.
11 MS. McCORMICK: Thank you.
12 THE CHAIR: Thank you.
13 MS. WHYTE: Congratulations.
14 MS. McCORMICK: Thanks.
15 THE CHAIR: Field manager's report.
16 MR. MAY: We've covered pretty much what
17 we have, but Sonny's got a request.
18 MS. WHYTE: I have a couple things. And
19 I -- I think we -- with everything that went
20 on, Tonja forgot to discuss it. I had a
21 resident make a request in Harbor Links of an
22 area that seems to be a very, as she called, a
23 dangerous corner, because cars parked on the
24 roads and stuff like that. So her concern
25 was -- okay. Concern was that she wanted the

1 signage.
2 Of course, so I said forward it on to
3 Tonja, because, obviously, it's a -- you know,
4 we have standards we have to follow. So before
5 Tonja actually even went further and did the --
6 you know, did a survey, did a -- you know, have
7 people come out, do you guys even want us to
8 explore this?
9 THE CHAIR: Mr. Ross.
10 MS. WHYTE: There's other ways --
11 MR. ROSS: No. I don't want us to get
12 involved in it. But you can refer them.
13 There's a traffic calming division.
14 MR. ARGUS: Private road.
15 MR. ROSS: I'm saying in Hillsborough
16 County, so if that person is looking for
17 information and resources, there's plenty of
18 stuff out there.
19 MS. WHYTE: Yeah, but it's a private --
20 MR. ROSS: I'm not saying they're going
21 to do the test, but I'm saying they're a
22 resource for people. So, for example, she
23 could hire an expert. I'm not saying she would
24 want to do it. But she can hire an expert to
25 make their own evaluation. But we should not

1 be in the business of evaluating whether a
2 traffic sign is adequate or inadequate.
3 That's --

4 MS. WHYTE: Well, that is -- because it
5 is a private road, they do have to require to
6 do that. But Doug just gave me a look. So,
7 obviously, you've discussed it with Tonja a
8 little further on the same issue?

9 MR. MAYS: Well, I was just going to
10 research the rule of the HOA about parking on
11 the streets in the first place. Which I
12 thought it was illegal to park on roads in
13 Westchase anyway, so --

14 THE CHAIR: It is in Harbor Links.

15 MR. MAYS: In Harbor Links, you can park
16 on the road?

17 THE CHAIR: Cannot.

18 MR. MAYS: Cannot. So I told her I was
19 going to research that with the HOA, and then
20 if it is true, we would give it on to our
21 deputies.

22 MS. WHYTE: Which is basically what we've
23 done most of the cases. But she was very
24 insistent. So I just wanted -- and as Tonja
25 said, before we incur any additional expense,

1 let's see if the board wants to explore it.
2 And I -- we kind of --

3 MR. ROSS: But the reason I mention it --
4 I'm sorry. I cut you off. I've been down this
5 road. I've been through the process. Believe
6 it or not, one of the big ways of calming
7 traffic is people parking on the road. They
8 actually advocate that. So if we end up
9 removing the cars from the road, it may not be
10 in that resident's best interest. So she needs
11 to do her homework.

12 MS. WHYTE: Well, basically what it is
13 is that it's -- I believe, if I'm not mistaken,
14 it's by that golf course on the curve.

15 MR. MAYS: Yeah. Where --

16 MS. WHYTE: You know, and there's a lot
17 of teenagers now in that area.

18 THE CHAIR: Motorcycles.

19 MS. WHYTE: Motorcycles, scooters.
20 There's a whole bunch of stuff. Okay. So no
21 problem. That answers that question.

22 I also uploaded for you guys a request
23 from an organization called the field -- The
24 Heel. It is -- they are doing a -- they would
25 like to -- there's a couple of things to this

1 request.

2 She came into our office to ask whether
3 or not she could use West Park Village for a
4 fundraiser for the Westchase Foundation.
5 They're doing a heel run from, I believe -- I
6 should know this by now -- Brompton on
7 Montague. It's very short distance of heel run
8 from eight o'clock to ten o'clock.

9 I said to her I didn't think the board
10 would have, because we usually do allow our
11 property to be used for nonprofit. And it is
12 for the Westchase foundation to raise money as
13 part of their programs. But I told her that
14 the road that they wanted to do the actual run
15 on belongs to Hillsborough County, that they
16 would have to apply to the County. Also as a
17 courtesy to check with the apartment complex,
18 because you are now blocking traffic on
19 Montague. You know, so there's a lot of
20 different aspects to this.

21 So she went and did everything. She
22 spoke to everybody. The apartment complex had
23 no problems. HOA, she discussed it with them.
24 They felt it didn't have anything to do with
25 them. But she went to the County. The County

1 now has a new -- I wouldn't say rule, but
2 they're trying something new. They will not
3 authorize anything without checking with the
4 community that is being affected.

5 And they actually want us to sign off on
6 a block party, just to say, it's okay, the
7 community has no issue, allowing them to do
8 this.

9 I said, "Amos, it's very difficult. The
10 roads belong to Hillsborough County. You know,
11 all she wants is a grass space. We have no
12 problems with this."

13 But, now, they want to make sure that
14 they don't authorize something that the
15 community itself wouldn't want. So here's the
16 question, what do you guys want to do? I
17 mean --

18 THE CHAIR: What section of road?

19 MS. WHYTE: Just Montague, Brompton to
20 Montague by the apartment complex.

21 THE CHAIR: Mr. Ross.

22 MR. ROSS: I commend her spunkiness and
23 her creativity. But I don't think this has
24 anything to do with us. This is more about her
25 doing a project that really is advancing her

1 individual efforts to win this award to be
2 the -- I don't know what the title of it is,
3 but she'll have the best --

4 MR. ARGUS: Woman of the Year.

5 MR. ROSS: Woman of the Year or whatever.
6 And if she really wants to do race, there's
7 plenty of green space where she can do her
8 race, on and on and on. I feel very
9 uncomfortable. I ultimately compare it to what
10 the WOW does with their race. That benefits
11 the overall Westchase community. There's no
12 selfish --

13 THE CHAIR: No, it doesn't.

14 MR. ROSS: Okay. At least it benefits
15 those racers who lose a bunch of weight and get
16 healthier. But it's got just a legitimate
17 broad-based purpose. And I know it's up for a
18 charitable effort, but I just see it applies to
19 oranges.

20 MS. WHYTE: I just want you to -- from
21 what I'm understanding from Hillsborough
22 County, from Mr. Amos, that is going to be an
23 ongoing thing, whenever -- even the WOW
24 petitions for the run, they're going to come to
25 us as a community and say, "Do you want this?"

1 be opposed to it. Conceptually, using it for
2 charity, our streets, we have a history of
3 doing stuff like that, I have no problem for
4 that. But for misrepresenting information,
5 trying to, as one of my compatriots said,
6 personally gain from it, I have a problem with
7 it.

8 MS. WHYTE: Well, I think what this --
9 this letter is something that the County sent.
10 This is the County letter. This is for us to
11 say we're a property owner in this community.

12 MR. ROSS: So what Bob summarizes, two
13 out of five supervisors don't support the CDD
14 signing this form for different reasons.

15 MR. ARGUS: The reason I brought it up
16 was so that, in the future, we can check that
17 and make sure it's just residents.

18 MR. ROSS: You're smarter than me.

19 MS. WHYTE: Okay. And that is where --
20 like I said, this is something we may want to
21 consider how we're going to respond in the
22 future, because we're going to be asked every
23 time. But the question is -- this is what I
24 said to him, I said the CDD really -- there's
25 so many more organization groups, the apartment

1 Is this okay for us to approve?"

2 MR. ROSS: And that's why I raise it.
3 That was part of my analysis, that they have --
4 what's the threshold for deciding? And the
5 WOW's race, it really is a broad-based purpose,
6 multiple charities. It's good for the
7 community. It raises the corps de esprit
8 within the community. Everybody loves each
9 other, hugs each other, and gives them big, fat
10 kisses on the cheeks. I don't know if that's
11 going to happen at this particular event.

12 MS. WHYTE: Okay. How do I respond back
13 to Hillsborough County?

14 THE CHAIR: Mr. Argus.

15 MR. ARGUS: One of the pieces of
16 information we were given was Neighborhood
17 Block Party Letter of Acknowledgment from
18 Hillsborough County where Amanda Wilson's
19 signed, I assume, a thing that says, "By
20 signing my name below, I'm attesting that I'm a
21 property owner within the block party closure
22 limits," yet she lists her address as something
23 other than in Westchase.

24 I have a problem with false
25 representation there. And for that reason, I'd

1 complex, the commercial properties, the HOA.
2 Why would the CDD want to make a decision based
3 on that for the whole community?

4 MS. McCORMICK: Well, I mean, the CDD
5 could just advise the County that it doesn't
6 take a position on these issues, if you wanted
7 to do that.

8 MS. WHYTE: We could do that. We could
9 just say we don't take a position on it and --

10 MS. McCORMICK: I don't know if that's --

11 THE CHAIR: Well, what happens when the
12 WOW goes to them with Mr. Barrett signing this
13 and he doesn't actually live in the area that's
14 impacted either? Are we going to say no
15 position?

16 MS. WHYTE: This is why I brought it to
17 your attention.

18 THE CHAIR: We got to be consistent here.
19 That's my concern.

20 MS. WHYTE: The Westchase Foundation is a
21 good foundation that runs in this community,
22 and they do a lot for the community.

23 THE CHAIR: Right.

24 MR. ARGUS: Nobody's arguing against
25 that.

1 THE CHAIR: Mr. Ross obviously knows more
2 about this scenario than the rest of us do.
3 MR. BARRETT: One thing that makes me
4 nervous -- and I'm not telling you you have to
5 support the WOW race. Obviously, that is
6 entirely up to you guys. But I have noticed
7 that in recent years, a lot of different
8 counties have become very reluctant to shut
9 down roads for race. In fact, the big Ragnar
10 race in Miami was canceled at the last minute
11 this year for that reason. One county out of
12 all the areas that they run through would not
13 approve it, and it killed the whole thing.
14 And we even got pushback this year from
15 Hillsborough County. So I know that the
16 counties are becoming much more -- so my one
17 concern is -- is kind of what you're saying, is
18 that whatever you do, if you do support the WOW
19 continuing to have that race, and I think it's
20 a great community effort, I would just ask that
21 you be cautious about how you communicate to
22 the County, so that Mr. Amos, who -- Mr.
23 Castillo, actually --
24 MS. WHYTE: Castillo. I apologize.
25 MR. BARRETT: -- does not conclude that

1 there's kind of this opposition, because one or
2 two people can have a significant impact on
3 whether the County will approve it for
4 everyone. Just thought I'd put that out there.
5 MS. WHYTE: But this is something that
6 the County is trying. And they're, you know --
7 I guess in the past, they've had some
8 oppositions for -- and, again, we get called
9 regularly for fundraisers for different things
10 that they would like to hold in our community.
11 And we do have a rule and regulation of what we
12 allow our property to be used for.
13 THE CHAIR: That's different than closing
14 a road.
15 MS. WHYTE: That's right. So -- but
16 that's right. And that's why I said to him,
17 you know -- but he said, "Look, we don't want
18 to approve it if your community is not
19 comfortable with this particular race or any
20 future event." And he -- he said this is
21 something new they're trying.
22 THE CHAIR: The form actually says that
23 we don't oppose it? Is that what it says?
24 MS. McCORMICK: It says, "Acknowledge" --
25 THE CHAIR: No objection.

1 MS. McCORMICK: -- "no objection."
2 THE CHAIR: I'm just worried about an
3 inconsistent -- we're going to support the WOW
4 run. There's no question about that. I
5 just --
6 MR. BARRETT: Might want to run it one
7 year.
8 MR. CHESNEY: It took me an hour to get
9 breakfast last year.
10 THE CHAIR: I know we're -- Mr. Mills,
11 what are your thoughts here?
12 MR. MILLS: So, for the record, I'll
13 disclaim that I'm a founding member of the
14 foundation. But having said that, and -- but
15 also no longer affiliated with it, Mr. Argus
16 points out a very valid piece of the puzzle.
17 Had the foundation come forward with this as a
18 foundation fundraiser, like the WOW does with
19 their race, I think that's very different.
20 Mr. Barrett lives in Westchase.
21 Tracy Urso lives in Westchase. This gal
22 is running for a title as part of a larger
23 fundraiser for the foundation, and she lives
24 north of Ehrlich Road per that address. So I
25 don't think there's an inconsistency in however

1 we word this, not supporting this or not taking
2 a position on it, and then coming back and
3 supporting something like the WOW race. I
4 think those are two completely different
5 events.
6 As long as we're not communicating to the
7 County that by not embracing this one means we
8 don't embrace these things. I mean, that's an
9 important distinguisher for me, so --
10 THE CHAIR: Mr. Chesney.
11 MR. CHESNEY: I really don't have an
12 opinion on this.
13 THE CHAIR: Is there a motion?
14 MR. MILLS: I'll make the motion that
15 we -- correct me on the wording --
16 MS. McCORMICK: Not take a -- you do not
17 take a position.
18 MR. MILLS: -- we do not take a position.
19 THE CHAIR: Under these circumstances.
20 MR. MILLS: Under these circumstances for
21 this request.
22 THE CHAIR: Do we have a second?
23 MR. CHESNEY: Do we need a second? I
24 mean, to not take a position? Can't we just
25 move to the next item?

1 THE CHAIR: We've been asked to take
2 action, and I think it would be appropriate to
3 take action. Because I think there should be
4 an official record of our rationale, because in
5 a couple months, we're going to be given a
6 similar, much larger scale of request.
7 MR. MILLS: And if I'm hearing what's
8 going on in the County correctly, next year's
9 Santa parade for the foundation will be coming
10 before us.
11 MS. WHYTE: They don't close the roads.
12 MR. CHESNEY: I can get out for breakfast
13 on that.
14 MS. WHYTE: It's only on roads they
15 block -- they block, the sheriffs -- so they
16 have sheriffs, they have assistance, so that
17 doesn't affect us.
18 MR. CHESNEY: I'm going to ride my bike.
19 MR. ROSS: And remember the WOW is solely
20 owned by the WCA. So we're talking about CDD,
21 WCA kind of projects.
22 MR. BARRETT: In speaking to
23 Mr. Castillo, could you convey the sentiment of
24 this board? Because I am nervous about this.
25 Not that you're -- I think what you're doing is

1 perfectly okay. But if you could just -- I
2 don't want him personally to misinterpret
3 anything.
4 MS. WHYTE: No. I will definitely
5 address that. And I will ask that question.
6 THE CHAIR: Well, how is taking no
7 position different than having no objection?
8 MR. ROSS: I don't know. But just so
9 we're clear on what you were saying, if the WOW
10 plans on making a request to close the road
11 and we have to do this form, I'll be supporting
12 a motion to sign the form.
13 MR. BARRETT: I get that.
14 MR. ROSS: Is that unclear?
15 MR. BARRETT: No. But I know that I'll
16 end up in a few months down the road,
17 Mr. Castillo, "Oh, we've already had pushback."
18 They're really nervous Nellys about it. So --
19 but, no, if Sonny just conveys, like, look,
20 this was -- you know, there's support for the
21 WOW race, this is not -- or the Great
22 West Chase. That's how he knows that race.
23 MR. ARGUS: This form is probably online.
24 Why don't you fill one out for the next
25 Westchase run or the Great -- and have us --

1 MS. WHYTE: I mean, truly, he didn't even
2 know about it because it's so new. I mean,
3 this is January 5th. It's brand-new. And --
4 but I certainly will ask that, and I can send
5 you the form.
6 MR. CHESNEY: I'm not sure if I
7 understood. I only half read this. It's like
8 a 150-yard dash. Why do you need this much
9 space?
10 MS. WHYTE: It's eight to ten minutes.
11 It's three hours, I guess, and she doesn't even
12 know how many runners she's going to have. But
13 she is -- and I guess -- I don't know much
14 about her. I just -- she sent a letter of
15 introduction.
16 MR. CHESNEY: I think the rec center
17 would be a better place for it. You have more
18 parking. It's 150 yards long.
19 MR. BARRETT: Probably wants to use the
20 bars and restaurant.
21 MR. CHESNEY: It's across the street.
22 MR. ROSS: How many runners are in the
23 WOW race?
24 MR. BARRETT: This year, we had like
25 1100, which is -- that's a big 5K for Tampa

1 Bay. It's probably one of the bigger races in
2 Tampa Bay that doesn't have a half marathon.
3 MR. CHESNEY: For the record, when is it
4 this year?
5 MR. BARRETT: It's always the last
6 Saturday in October.
7 THE CHAIR: All right. We have a motion
8 and a second.
9 MR. ARGUS: Who seconded it? I didn't
10 hear a second.
11 THE CHAIR: Okay. We have a motion.
12 There is no second. Okay. The motion fails.
13 Do we have some type of other motion?
14 MR. ARGUS: If we don't take a position,
15 then it's approved? It is without objection.
16 I'll make a motion that we object to
17 this, formally object to this particular one.
18 THE CHAIR: Do we have a second?
19 All right. Anybody else want to take a
20 stab at this?
21 MR. CHESNEY: I tell you what, I've had a
22 lot of weird legal things in the past year.
23 And one thing I learned from my wife and all
24 you lawyer people is that you don't have to
25 respond to stuff. Just -- sometimes it's

1 better just to let it go.
2 MR. ROSS: You don't have to respond to
3 your wife? Wow.

4 THE CHAIR: He forgets there's someone
5 taking all this down.

6 MR. CHESNEY: That's not what I said.
7 That's not what I meant. I didn't mean my
8 wife's guidance on dealing with other people.
9 I just meant that she manages litigators, so,
10 yeah.

11 MR. ROSS: Get a copy of the record.

12 MR. CHESNEY: If I need to clarify, yes.

13 MR. ARGUS: I'll go back to the question
14 you raised, Mark. What's difference between
15 taking no position and whatever it is they
16 asked us to do?

17 THE CHAIR: Does anybody have an
18 objection?

19 MR. ARGUS: I do, but I didn't get a
20 second.

21 THE CHAIR: Okay. I don't want to be the
22 reason why this event, which does benefit a
23 Westchase-oriented charity, doesn't take place.
24 And I -- me, I don't -- I do not have an
25 objection to this race.

1 MR. ARGUS: I would tend to agree with
2 you. Conceptually, I don't have an objection
3 to the race. I have an objection to the race
4 at this proposed location. It would be great
5 in -- on a soccer field maybe. It would be
6 great at the rec center. Other places around
7 Westchase, I think more appropriate than
8 closing a road for a 50-yard dash.

9 THE CHAIR: Okay. So is there a motion
10 to take no action on this request?

11 MR. MILLS: I'll make that motion.

12 THE CHAIR: I'll second that.

13 MR. CHESNEY: I'm serious about my motion
14 to adjourn.

15 THE CHAIR: Any further discussion? All
16 in favor of the motion to take no action with
17 respect to this request, raise your hand? That
18 motion fails two to three.

19 MR. CHESNEY: Would it get us closer to
20 adjournment if it passes?

21 MS. WHYTE: So the board can feel
22 comfortable, yea or nay and just leave it at
23 that?

24 MR. CHESNEY: Well, I'll go back to my
25 question to you. Will it get us closer to

1 adjournment if I raise my hand? Because I will
2 retract my vote. Because I trust your
3 decision. I will go along with whatever your
4 reasoning is behind this. Okay. So there we
5 go. Three to two or whatever.

6 Next item. Because my battery is dying
7 on my iPad.

8 THE CHAIR: Okay. Let's do this.

9 MR. ROSS: He's changed his vote. He's
10 allowed.

11 MR. CHESNEY: Yeah.

12 THE CHAIR: Okay. So the record should
13 reflect that Mr. Chesney has reconsidered his
14 past vote. So we'll avoid Robert's Rules here.

15 All in favor of the motion to take no
16 action with respect to this request, please
17 raise your hand. Okay. That motion passes
18 three to two with Supervisors Ross and Argus
19 voting against.

20 What else is next?

21 MS. WHYTE: Nothing else. I'm pretty
22 sure I'm done.

23 THE CHAIR: Audience comments? We
24 outlasted them. Motion to adjourn would be --

25 MR. CHESNEY: Motion to adjourn.

1 MR. ARGUS: Supervisors' request.

2 THE CHAIR: Supervisors. I'm sorry, Bob.

3 MS. WHYTE: Tell me you don't have
4 anything.

5 THE CHAIR: Supervisors' requests.

6 MR. MILLS: My only comment, for the
7 record, is that I don't think a rush to adjourn
8 is a reason to change a vote.

9 MR. CHESNEY: Oh.

10 THE CHAIR: I don't think Mr. Chesney
11 really thought that. I didn't take it that way
12 at least. He's been on these boards for too
13 long to do that.

14 All right. Motion to adjourn has been
15 made. Is it seconded?

16 MR. MILLS: Second.

17 THE CHAIR: Seconded. All in favor,
18 please raise your hand. That motion passes
19 five to nothing. Thank you.

20 (Proceedings concluded at 6:58 p.m.)

21 

22 Mark Ragusa
23 Chairman
24
25

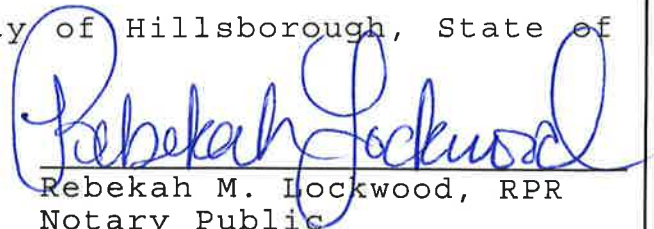
CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Rebekah M. Lockwood, RPR, 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 January 19, 2016, in the City of Tampa, County of Hillsborough, State of Florida.



Rebekah M. Lockwood, RPR
Notary Public
State of Florida at Large

