

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

## TRANSCRIPT OF: MONTHLY BOARD MEETING

DATE: November 3, 2015

TIME: 4:03 p.m. - 5:14 p.m.

PLACE: Westchase Community  
Association Office  
10049 Parley Drive  
Tampa, FloridaREPORTED BY: Kimberly Himes  
Notary Public  
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## APPEARANCES:

## BOARD MEMBERS PRESENT:

Mark Ragusa, The Chair  
Greg Chesney  
Bob Argus  
Brian Ross  
Jim Mills

## ALSO PRESENT:

Erin McCormick, Esquire  
Andrew Mendenhall  
Doug Mays  
Christopher Barrett  
Tonja Stewart (via telephone)

1 The transcript of Westchase Community  
2 Development District Board Meeting, on the 3rd day  
3 of November, 2015, at Westchase Community  
4 Association Office, 10049 Parley Drive, Tampa,  
5 Florida, beginning at 4:04 p.m., reported by  
6 Kimberly Himes, Notary Public in and for the State  
7 of Florida at Large.

\* \* \* \* \*

8  
9 THE CHAIR: Good afternoon. My name is  
10 Mark Ragusa. I'm Chair of the Westchase  
11 Community Development District. I'd like to  
12 welcome everybody to the November 3, 2015  
13 meeting.

14 I'd ask that everybody stand and join me  
15 in the Pledge of Allegiance.

16 (Pledge of Allegiance recited.)

17 Thank you. The record should reflect  
18 that all the supervisors are present and  
19 accounted for, as is district manager and  
20 district counsel. The district engineer will  
21 be attending later on via phone.

22 We have a consent agenda item. I am not  
23 aware of any proposed changes to the meeting  
24 minutes from the October 6 meeting.

25 Mr. Argus, did you have any?

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1 MR. ARGUS: I did not find any, no.  
2 THE CHAIR: Okay. Motion to approve the  
3 consent agenda would be appropriate.  
4 MR. ARGUS: I have a question on that.  
5 Why do we need a records retention policy  
6 suddenly?  
7 MR. MENDENHALL: We haven't had one in  
8 the past, and this is just designating a  
9 specific person within Severn Trent that would  
10 handle records requests. It also --  
11 MR. ARGUS: It designates "Severn Trent"  
12 as the person. Right?  
13 THE CHAIR: Okay. Let's go ahead and do  
14 this: Let's go ahead and do the consent  
15 agenda removing to Item D --  
16 MR. ARGUS: Okay Thank you.  
17 THE CHAIR: -- which is Consideration  
18 of Resolution 2016-1. So it will be on sub  
19 items A, B and C. Do we have a motion to  
20 approve those items on the consent agenda?  
21 MR. ARGUS: So moved.  
22 MR. MILLS: Second.  
23 THE CHAIR: All in favor, please raise  
24 your hand. That motion passes five to  
25 nothing.

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1 All right. Then on the -- Subsection  
2 2D, the Consideration of Resolution 2016-1,  
3 Adopting a Records Retention Policy.  
4 Mr. Argus, you had some questions.  
5 MR. ARGUS: Yeah. Basically, why do we  
6 need it and it's not an individual. It's your  
7 company.  
8 MR. MENDENHALL: Yeah, it -- it is the  
9 company. There is specifically a person that  
10 handles it; her name is Sandra DeMarco.  
11 Coincidentally, she is the recording secretary  
12 for your district, but she handles it for our  
13 entire company.  
14 We've been the records custodian at  
15 least as long as I've been in the district.  
16 This just kind of formalizes the process, and  
17 it states the procedures that we follow, which  
18 is state statute. So it's really just a  
19 formalizing of a process --  
20 MR. ARGUS: Okay.  
21 MR. MENDENHALL: -- that's already in  
22 place.  
23 MS. MCCORMICK: And I reviewed it, and  
24 I mean that's typical when you hire like the  
25 district manager or the district counsel, that

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1 you would put the name of the firm as opposed  
2 to the individual.  
3 MR. ARGUS: Okay. Thank you.  
4 THE CHAIR: Okay. Motion to approve --  
5 sorry. Mr. Ross.  
6 MR. ROSS: So moved.  
7 THE CHAIR: Okay. We have a motion to  
8 approve Resolution 2016-1. Do we have a  
9 second?  
10 MR. MILLS: I'll second.  
11 MR. ARGUS: You're not going to read the  
12 name -- the whole --  
13 THE CHAIR: I'm pulling it up now if you  
14 would like.  
15 MR. ARGUS: Okay.  
16 THE CHAIR: Okay. I've got it. The  
17 Resolution 2016-1 reads as follows: A  
18 resolution of the Board of Supervisors of the  
19 Westchase Community Development District  
20 designating a records management liaison  
21 officer adopting a records retention schedule.  
22 Should that be "schedule" or "policy"?  
23 MR. MENDENHALL: Well, it's referred to  
24 as a "schedule" in the state statute, so I  
25 think it was just --

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1 THE CHAIR: Okay.  
2 MR. MENDENHALL: -- crafted with that  
3 language.  
4 THE CHAIR: Just following the language?  
5 MS. MCCORMICK: Yeah. It's the schedule  
6 that the State of Florida generally  
7 references.  
8 THE CHAIR: All right. We have a  
9 motion. It's been seconded as described. Any  
10 further discussion?  
11 (No response.)  
12 All in favor, please raise your hand.  
13 That motion passes five to nothing, as well.  
14 Are we ready for Tonja, or do we want to  
15 come back to her?  
16 MR. MENDENHALL: It's whatever your  
17 preference is. She was available whenever  
18 you're ready for her.  
19 THE CHAIR: I don't see Neale here  
20 today, so let's go ahead and get Tonja on the  
21 line if we can now.  
22 MR. MENDENHALL: Okay.  
23 (Mr. Mendenhall dialing telephone.)  
24 UNIDENTIFIED SPEAKER: Good afternoon.  
25 Could you hold, please?

1 MR. MENDENHALL: Sure.  
 2 (Hold telephone music playing.)  
 3 UNIDENTIFIED SPEAKER: Thanks for  
 4 holding. How may I help you?  
 5 MR. MENDENHALL: Yeah. I was trying to  
 6 reach Tonja Stewart, please.  
 7 UNIDENTIFIED SPEAKER: Yes. May I say  
 8 who's calling?  
 9 MR. MENDENHALL: Sure. It's Andy  
 10 Mendenhall and the Westchase board.  
 11 UNIDENTIFIED SPEAKER: Thank you.  
 12 (Hold telephone music playing.)  
 13 MR. BARRETT: I feel like I'm riding in  
 14 an elevator.  
 15 MR. ARGUS: It's going to be interesting  
 16 how you transcribe the music.  
 17 MS. STEWART: Hey, Andy.  
 18 MR. MENDENHALL: Hey, Tonja, I have you  
 19 on speakerphone, and we're here with the  
 20 board.  
 21 MS. STEWART: Okay.  
 22 MR. MENDENHALL: They're ready for your  
 23 report.  
 24 MS. STEWART: Okay, Board, I have a few  
 25 items to discuss with you, and the first one

1 is: We have completed the paving work in The  
 2 Vineyards. I do have the bond that I will get  
 3 recorded.  
 4 Erin, I'm assuming -- do you want me to  
 5 send it over to you to have it recorded, or do  
 6 you want me to just send you a recorded copy?  
 7 MS. MCCORMICK: Whatever is easiest. I  
 8 don't mind recording it if you want.  
 9 MS. STEWART: Okay. I would rather it  
 10 go through your hands if you don't mind.  
 11 MS. MCCORMICK: Okay.  
 12 MS. STEWART: So I'll make sure I get  
 13 the original over to you. Okay?  
 14 MS. MCCORMICK: Great.  
 15 MS. STEWART: We also have a change  
 16 order for \$4,118 for the cost of the bond. So  
 17 I think it would be appropriate for the board  
 18 to approve that change order.  
 19 MR. CHESNEY: What was the contract  
 20 price?  
 21 MS. STEWART: The contract price was --  
 22 hold on just a second -- \$114,362.  
 23 MR. CHESNEY: The bond was \$4,000?  
 24 MS. MCCORMICK: No, one thousand --  
 25 MR. CHESNEY: Oh, okay.

1 MS. MCCORMICK: -- one hundred eighteen  
 2 --  
 3 MR. CHESNEY: I was like "Geez."  
 4 THE CHAIR: I heard 4,000.  
 5 MS. MCCORMICK: How much was the -- how  
 6 much was the bond, Tonja?  
 7 MS. STEWART: It says "Procurement of  
 8 bond \$4,118."  
 9 MR. CHESNEY: That doesn't make sense.  
 10 MS. STEWART: Would you like me to  
 11 follow-up to get back-up on it?  
 12 MR. CHESNEY: Yeah. I mean, I --  
 13 MS. STEWART: I mean if you're not  
 14 comfortable approving it, I don't -- I'm not  
 15 -- I'm happy to get back-up for it.  
 16 THE CHAIR: That's like a four-percent  
 17 fee.  
 18 MR. CHESNEY: I mean, I just -- that's  
 19 very unusual -- a four-percent bond -- for any  
 20 legitimate, I mean, contractor.  
 21 MR. ARGUS: What's typical?  
 22 MR. CHESNEY: Well, good credit, it  
 23 might be one percent, but, you know, I was  
 24 thinking two.  
 25 THE CHAIR: Tonja, what -- what was

1 submitted to you for payment?  
 2 MS. STEWART: It basically was just a  
 3 change order.  
 4 MR. CHESNEY: Yeah, I would get back-up.  
 5 THE CHAIR: Yeah, let's get back-up.  
 6 I'd like to see the statement from the insurer  
 7 or the bonding company, because that does seem  
 8 high.  
 9 MR. CHESNEY: Two to three percent. It  
 10 just seems a little high.  
 11 MS. STEWART: Hold on. I'm just making  
 12 some notes on the statement from the insurer.  
 13 Okay. I'll make sure I get back-up for that,  
 14 and I'll bring it back to you at the next  
 15 month's meeting. Okay?  
 16 THE CHAIR: Thank you.  
 17 MS. STEWART: And then I did have  
 18 invoices. The contractor allowed for them to  
 19 get a 30-percent payment up front for  
 20 materials, but they did not submit that. I  
 21 have three invoices for 50, 40 and 10 percent,  
 22 which basically totals the \$114,362.  
 23 I have not done my final inspection. I  
 24 do anticipate doing it this week. I have had  
 25 conversations with Doug to make sure that he

<p style="text-align: right;">Page 13</p> <p>1 is satisfied with the work.</p> <p>2 And, Doug, I don't know if you want to</p> <p>3 interject your opinion, but at this point, I</p> <p>4 think it is appropriate that upon my final</p> <p>5 inspection, that it would be okay to release</p> <p>6 payment of these invoices.</p> <p>7 MR. MAYS: Yeah, I'm satisfied with</p> <p>8 their work. We did have a couple of incidents</p> <p>9 of taking two AC -- ACLPM to repair; a couple</p> <p>10 of repairs that they need to do; pick up some</p> <p>11 sand and that kind of stuff. Kevin Kwan, the</p> <p>12 voting member there, also, was very happy with</p> <p>13 everything. The roadwork looks good.</p> <p>14 THE CHAIR: Mr. Ross.</p> <p>15 MR. ROSS: I'll move to approve subject</p> <p>16 to final inspection by our engineer.</p> <p>17 MR. ARGUS: Second.</p> <p>18 THE CHAIR: Engineer and field manager?</p> <p>19 MR. ROSS: If further inspection is</p> <p>20 needed by the field manager.</p> <p>21 MR. MAYS: Yeah.</p> <p>22 MS. STEWART: We'll probably do it</p> <p>23 together.</p> <p>24 THE CHAIR: Okay. Do we have -- I'm</p> <p>25 sorry. We had a second from Mr. Argus?</p>	<p style="text-align: right;">Page 15</p> <p>1 across all the way from their western boundary</p> <p>2 to their eastern boundary. And that would</p> <p>3 basically encompass like the old borrow pit,</p> <p>4 as well as a TECO easement with two other --</p> <p>5 I'll just say ponds. They're really smaller</p> <p>6 borrow pits. They are all also just old</p> <p>7 borrow pits. They would like to include those</p> <p>8 two areas in the request to convey over to the</p> <p>9 district.</p> <p>10 And I did ask M/I Homes if they received</p> <p>11 permission from TECO to excavate those areas,</p> <p>12 and I was told that they did to the best of</p> <p>13 her knowledge, but she would find the back-up</p> <p>14 and make sure that that was all down legally.</p> <p>15 If for some reason they found out it was not</p> <p>16 done legally, then they would withdraw that</p> <p>17 request.</p> <p>18 In talking to Erin, we did -- I did</p> <p>19 follow up with M/I to make sure that their</p> <p>20 zoning was appropriate to do this, and</p> <p>21 according to their lawyer, Judy Gaines, it</p> <p>22 appears that everything is in order from a</p> <p>23 legal perspective to allow this kind of a</p> <p>24 conveyance.</p> <p>25 They did say that there are a couple of</p>
<p style="text-align: right;">Page 14</p> <p>1 MR. ARGUS: Yes.</p> <p>2 THE CHAIR: Any further discussion?</p> <p>3 All in favor, please raise your hand.</p> <p>4 That motion passes five to nothing, as well.</p> <p>5 Anything else, Tonja?</p> <p>6 MS. STEWART: Yeah. The -- the real</p> <p>7 reason that I wanted to make sure we had this</p> <p>8 conversation was I received a phone call from</p> <p>9 M/I Homes a few weeks ago, and I have had some</p> <p>10 follow-up conversations with both Erin and</p> <p>11 with Doug.</p> <p>12 Westlake Townhomes would like to convey</p> <p>13 the old borrow pit, which is behind --</p> <p>14 forgive me -- Doug, the two communities?</p> <p>15 MR. MAYS: Stonebridge and Sturbridge.</p> <p>16 MS. STEWART: They would like to convey</p> <p>17 that land over to the district. I had a</p> <p>18 follow-up conversation with them today,</p> <p>19 because they have had some internal meetings,</p> <p>20 and they have added a request that the</p> <p>21 district also consider allowing them to convey</p> <p>22 the area -- basically, what they would like to</p> <p>23 do is draw an east-west line between where</p> <p>24 their townhomes are and where the borrow pit</p> <p>25 is and just do an easement line straight</p>	<p style="text-align: right;">Page 16</p> <p>1 conditions that are on the -- the old borrow</p> <p>2 pits, such as no fishing, no -- I mean no</p> <p>3 boating, as well as there is an obligation to</p> <p>4 put up a fence, and they said that they were</p> <p>5 basically ironing out some of those final</p> <p>6 details. But they wanted me to talk to the</p> <p>7 board to find out if you are at least</p> <p>8 interested in allowing this to happen. As</p> <p>9 they iron out the details, they're happy to</p> <p>10 meet with Erin, with Mark, with Doug, with me.</p> <p>11 Whoever we think is appropriate to basically</p> <p>12 hash through the final details of the</p> <p>13 conveyance. But they wanted to make sure that</p> <p>14 this was something that you would be</p> <p>15 interested in.</p> <p>16 I -- I personally and professionally</p> <p>17 think that it is to your advantage to allow</p> <p>18 this to happen. Having control over that area</p> <p>19 would be best for everyone, I think. I think</p> <p>20 it would be -- having -- having the ability to</p> <p>21 be able to maintain that area the way that we</p> <p>22 need to. I do recognize the fact that it</p> <p>23 would be an additional cost for lake</p> <p>24 management and landscape management from</p> <p>25 Doug's side, but I think that the benefit of</p>

owning it would offset that.

So, Erin, Doug, I don't know if you have questions or want to offer any more comments?

MR. MAYS: We're already maintaining the landscape in the area anyway. The only thing we're not really maintaining is the lake, so you just really got a little bit more maintenance there, but I'm sure our aquatics company wouldn't -- wouldn't have a problem taking it on. They have gone back there and sprayed it for us from time to time to keep the cattails down and things like that, so --

THE CHAIR: Tonja, this is Mark. Does that -- do those two lakes tie into our stormwater system?

MR. MAYS: Yes.

MS. STEWART: They -- they are -- they are connected to the same canal system that outfalls south into the same system we just recently cleaned out, so -- the other thing is because they are just areas that are excavated, they are really only controlled by the ground water that exists plus the rain that falls on top of it. So you don't have like run-off coming from any of their land of

any sort. It's basically just this area all by itself.

MR. CHESNEY: So -- actually, that was kind of my -- my thought. And so there -- there was no -- we don't need to be concerned about pollution. But we haven't -- we haven't had any control of this property. This is unusual versus, you know, a piece of property we kind of had control and then maybe came in there. I'm just trying to understand. So did they -- have they used this piece of land recently?

MS. STEWART: Are you talking about the areas that were excavated?

MR. CHESNEY: Yeah.

MS. STEWART: I would -- I would say the only reason they used it was to generate dirt for fill.

MS. MCCORMICK: Do we know when those ponds were dug? Like what the fill was used for?

MS. STEWART: I want to say the ponds are not used for anything. I want to say that they basically -- the only reason they were excavated was to generate fill, and then they

left it in a natural condition after that point.

MS. MCCORMICK: Right. No. What I was -- what I meant is: What was the fill used for? Was it to --

MS. STEWART: Oh, I would assume it was used to build the townhomes.

MS. MCCORMICK: But --

MR. CHESNEY: Was it used for something prior to that? I think that's what I was asking.

MS. MCCORMICK: Yeah. I thought the borrow pits were there before --

MS. STEWART: Oh, oh, oh. No, forgive me. There's one large borrow pit that was existing. They excavated two more areas during the construction of Westlake Townhomes underneath -- within the -- TECO's easement.

MR. BARRETT: That original borrow pit was --

MS. STEWART: Two small -- small ones.

MR. BARRETT: -- dug by the Thomas Branch family, and I'm assuming it was for road construction somewhere.

MS. MCCORMICK: Okay. Well, one of the

things that -- Tonja, when you and I had spoken, I had suggested asking if they had done a phase one environmental study or any type of environmental study before they purchased the property that they could provide to us, because that would have the history of the property and identify if there were any issues.

MS. STEWART: I did request that, Erin. Forgive me. When I had a follow-up conversation with her this afternoon, I did not discuss it with her, but I will follow up on that. She felt like they probably did have something.

MS. MCCORMICK: I think that they probably would have had to in order --

MS. STEWART: Sure.

MS. MCCORMICK: -- to get the financing for it. So I think we should definitely get a copy of that before we would consider their request.

MS. STEWART: Okay.

MR. CHESNEY: That's exactly where I was going with that.

MR. ARGUS: Do we have an idea of what

1 the incremental costs might be? We have  
2 several bodies of water. It's more than just  
3 one from what I'm hearing.

4 MR. MAYS: It's a large body of water,  
5 but then the other two are very small.  
6 They're just basically almost like retention  
7 ponds that hook into our drainage system, so I  
8 can't see the maintenance going up that much.

9 MR. ARGUS: We're talking --

10 MR. MAYS: A thousand.

11 MR. ARGUS: -- thousands? Thousands?

12 MR. MAYS: No, just probably a thousand.

13 MR. ARGUS: Oh, okay.

14 MR. MAYS: You're adding -- I mean we're  
15 adding about a thousand dollars per pond out  
16 there with our contract now. So if you added  
17 one more pond, it's one more thousand.  
18 Actually, it's three, but it's two small ones  
19 and a large one, so I would say it wouldn't be  
20 more -- it wouldn't be in the thousands. It  
21 would be about a thousand dollars to maintain  
22 that -- extra lakes.

23 THE CHAIR: Erin, do we have SWFWMD  
24 issues with taking those lakes?

25 MS. MCCORMICK: I haven't seen the

1 You're usually short dirt somewhere, and  
2 to import dirt is very expensive, so it is not  
3 unusual that you will find a developer looking  
4 for every square inch of a place to be able to  
5 excavate and generate dirt. So that --  
6 because they couldn't build within the TECO  
7 easement, that's just land available to them  
8 to generate that dirt.

9 And that's why I told them, obviously,  
10 we need to make sure that TECO was part of,  
11 you know, authorizing or allowing them to do  
12 this work. They don't -- the excavated areas  
13 don't serve any other purpose but just being a  
14 hole in the ground for lack of a better  
15 description.

16 THE CHAIR: Well, let me make a  
17 suggestion, and then I'll defer to the other  
18 supervisors. Tonja, why don't you follow up  
19 with M/I and get the necessary information  
20 that we've talked about, including the TECO  
21 permit and any other permit issues and any  
22 environmental issues and coordinate with Erin  
23 in terms of what --

24 MS. STEWART: Okay.

25 THE CHAIR: -- you think we need.

1 permit -- you know, what the permits say for  
2 those ponds. I had suggested that we look at  
3 the zoning approval for the M/I Homes project  
4 to -- to see what the conditions are, and it  
5 sounds like that's what Tonja had spoke to  
6 their attorney about, as far as those  
7 conditions, but I think we should --

8 Tonja, do you have copies of the permit  
9 for the pond?

10 MS. STEWART: I -- Erin, I believe that  
11 the ponds were not covered by a permit. I  
12 think they were excavated as a source of fill  
13 and were not included in the construction  
14 plans.

15 MS. MCCORMICK: But wouldn't they have  
16 had to get a permit when they did their  
17 construction?

18 MS. STEWART: No.

19 MS. MCCORMICK: Okay.

20 MS. STEWART: The reason -- the reason  
21 is just because the normal process of  
22 constructing a development such as this -- and  
23 we all know how much fill was placed to build  
24 those townhouses because -- to prepare the  
25 elevation to Stonebridge and Sturbridge.

1 I don't know that there is -- I think it's  
2 something we should look at, but right now we  
3 don't have near enough information to make an  
4 educated decision, so --

5 MS. STEWART: Okay.

6 THE CHAIR: So why don't you work on,  
7 you know, getting enough information to where  
8 you can make a recommendation, and Erin can  
9 pipe in, along with Andy, so, you know, we can  
10 make a decision at the next meeting.

11 MS. STEWART: Okay. I can do that.

12 THE CHAIR: Does anybody else -- do you  
13 guys agree or --

14 MR. MILLS: I just had two questions.

15 THE CHAIR: Certainly.

16 MR. MILLS: The first one is: Is this  
17 tied at all to the prior conversations we've  
18 had about the flooding over there coming into  
19 our area, number one? And whether it is or  
20 isn't, number two, why are they doing this?

21 MS. STEWART: They're -- they're doing  
22 it because they don't want to pay for the lake  
23 management services. I heard -- I heard  
24 Betty make a comment about their residents  
25 will not benefit from that lake as much as our

<p style="text-align: right;">Page 25</p> <p>1 residents do, and I think it's a fairly 2 expensive portion of their operating and 3 maintenance budget for lake management 4 services. 5 And I would say that one of the most 6 important benefits of this is one of our 7 residents on the north end of Sturbridge has 8 complained about some standing water and some 9 water backing up into her backyard that's 10 directly related to a -- a wetland mitigation 11 area in connection to the borrow pit. So 12 having control -- and I know that Doug has 13 recently mowed through there. Having the 14 ability to -- to control that connection 15 between the two helps us be able to better 16 control how that water backs up into that 17 backyard, as well as technically a portion of 18 the pipe that drains into the canal that 19 drains into our big lakes is technically on 20 the M/I Homes property. It would be nice to 21 have complete control over that, too. 22 MR. CHESNEY: I guess from my 23 perspective I would just -- I think it's a 24 great idea having control of it. I just would 25 like to have -- before we take control of</p>	<p style="text-align: right;">Page 27</p> <p>1 Mr. Barrett, you've had your hand up. 2 MR. BARRETT: I -- The Stonebridge 3 actually had a number of requests of that 4 developer when they went for zoning, rezoning 5 that property, and they won some, including a 6 fence that the developer agreed to implement. 7 I don't know if it was written into the 8 actual permit, but there was a fence. But I 9 think part of the deal was they also were 10 talking about putting a dock. Now, they were 11 going to ban fishing and like boat usage of 12 the lake, but there was talk of putting a dock 13 on that lake for at least the enjoyment of the 14 residents. 15 So just a head's up that, you know, it 16 might be worthwhile talking to at least The 17 Stonebridge board to see what their 18 understanding of the agreement was and tie it 19 into whatever package if you accept this land. 20 Like, "Look, you agreed to put in a fence. 21 Put in a new fence and we'll take the lake." 22 Otherwise, you may have Stonebridge 23 coming back to you and say, "Well, they agreed 24 to a -- to a fence. You're going to have to 25 put it in now," so -- I don't remember if it</p>
<p style="text-align: right;">Page 26</p> <p>1 phase one in place -- I mean, phase one is 2 usually a couple thousand dollars to, you 3 know, maybe 5,000. Yeah, two to 5,000 or 4 something like that. It's just a lake; it's 5 not a building. 6 So I mean I would think that they 7 already have that, and if they really want to 8 get of it, maybe they would pay for one if 9 they don't. 10 THE CHAIR: Okay. 11 MS. STEWART: They may already have one. 12 THE CHAIR: Mr. Ross. 13 MR. ROSS: If this information is put 14 together, if you could circulate it maybe a 15 little bit earlier than normal for our next 16 meeting, and if it's okay, I would like to be 17 able to have a chance to review that and 18 either ask our legal counsel or our engineer 19 questions between the time I get that 20 information and the time for our meeting. Is 21 that okay? 22 THE CHAIR: Of course. 23 MR. ROSS: Okay. 24 THE CHAIR: Any other supervisor 25 comments on this issue?</p>	<p style="text-align: right;">Page 28</p> <p>1 was incorporated into the permit or not, so it 2 may already be taken care of. 3 THE CHAIR: Yes, ma'am. You need -- if 4 you would, tell us who you are. 5 MS. DIBA: Monica Diba. I did see 6 someone out on a boat on that lake, so -- a 7 small boat. Somebody has a boat there. 8 THE CHAIR: Okay. Any other issues? So 9 we'll defer that till next month? 10 MS. MCCORMICK: Right. 11 THE CHAIR: Anything else, Tonja? 12 MS. STEWART: No, that should do it. 13 THE CHAIR: Wait. Mr. Barrett. 14 MR. BARRETT: I don't remember if the 15 permit permitted -- it banned motorized boats, 16 but I don't know -- now that you mention that, 17 I don't know that it banned like kayaks, so 18 that may be something else to look into. 19 MR. CHESNEY: It's the new Westchase 20 paddleboarding facility. 21 THE CHAIR: And, Tonja, I don't know 22 that we got an answer to Mr. Mills' inquiry. 23 Is this the lake system that we've had some 24 flooding problems with the residents behind 25 it?</p>

1 MS. STEWART: Yes, but that -- we --  
 2 since then, we have found a -- an outfall pipe  
 3 that drains it to the -- our -- our big lake  
 4 on Linebaugh.  
 5 MS. MCCORMICK: And -- and was it  
 6 clogged and now it's been cleaned out?  
 7 MS. STEWART: Yes.  
 8 THE CHAIR: Okay.  
 9 MR. MILLS: Okay. Very good.  
 10 THE CHAIR: Anything else on this?  
 11 Tonja, anything else?  
 12 MS. STEWART: No, that should do it.  
 13 THE CHAIR: We'll cut you loose. Thank  
 14 you.  
 15 MS. STEWART: Thank you. Bye-bye.  
 16 MR. MENDENHALL: Thanks, Tonja.  
 17 (Ms. Stewart was disconnected from the  
 18 telephone.)  
 19 THE CHAIR: I'm going to move Deputy  
 20 Gundersen up.  
 21 Do you have something to address today?  
 22 DEPUTY GUNDERSEN: No. I was --  
 23 MR. MAYS: We have a --  
 24 THE CHAIR: I didn't mean to put you on  
 25 the spot.

1 MR. MAYS: We have a couple of residents  
 2 who I think might be here -- I'm not sure if  
 3 they are or not -- about the -- the bridge  
 4 between West Park Village and The Greens.  
 5 There was some discussion of a meeting  
 6 that we had, and we put it in our report like  
 7 three or four months ago. And the board, I  
 8 guess -- I don't know why, but -- well, I know  
 9 why. You didn't really find it was necessary  
 10 to do any changes to additional lighting, add  
 11 cameras. One of the suggestions was put a  
 12 gate up to try to keep people from cutting  
 13 through into The Vineyards -- I mean into --  
 14 MS. DIBA: The Village Green.  
 15 MR. MAYS: -- the Village Greens.  
 16 I guess the -- the fence was kind of shot  
 17 down, because obviously it would be easy to  
 18 climb that. The only thing really that may  
 19 work is -- which is this is what we did do  
 20 after -- afterwards, we went to a brighter  
 21 bulb. So we lit it up, and also had the  
 22 landscape company come in and trim all the  
 23 trees that are surrounding those lights to  
 24 open it up and make it a little brighter.  
 25 The only other thing may be some signs.

1 The one gentleman that I had a meeting with, I  
 2 guess he's had some vandalism issues around  
 3 his house. I suggested to him if he -- you,  
 4 know, instead of putting cameras at that spot,  
 5 which would be very expensive -- because we  
 6 don't have a lot of -- we'd have to run cable.  
 7 We've got to run -- we have power, but we'd  
 8 have to run -- you know, put the cameras up  
 9 for that.  
 10 I suggested to him that maybe if he's  
 11 the one having problems, he may want to put  
 12 cameras on his house, and he thought about  
 13 that, but I guess he was a little unhappy with  
 14 my -- my answers and what we did. So he was  
 15 supposed to be here tonight, but apparently he  
 16 didn't make it.  
 17 But I asked Deputy Gundersen to come  
 18 here to explain -- immediately afterwards, I  
 19 brought it to his attention, too, about our  
 20 meeting, and he can tell you what his answers  
 21 to that was more than I can.  
 22 THE CHAIR: Deputy Gundersen.  
 23 MR. CHESNEY: Well, can I just make sure  
 24 I understand? Because I don't remember this  
 25 at all; maybe I was late.

1 THE CHAIR: It had to have been in July.  
 2 MR. MAYS: It was in our report. It was  
 3 either in our July or August report.  
 4 MR. CHESNEY: So what's happening? Are  
 5 there just kids -- I mean I walk that every  
 6 night. There are kids on the bridge. Is that  
 7 -- and some of them are doing some stuff?  
 8 MR. MAYS: I guess they're doing --  
 9 well, we have a resident, I guess, here that  
 10 may be able to speak on what they're doing, so  
 11 --  
 12 MS. DIBA: He's talking about John  
 13 Labrusso. He had a business meeting tonight,  
 14 so he sent me, Monica Diba.  
 15 I was at the meeting with the police  
 16 officer and John and many other members of The  
 17 Village Green. And the problem is that  
 18 there's not -- the first thing we wanted to do  
 19 is do some kind of a spotlight on that bridge.  
 20 When someone walks across the bridge, the  
 21 light would go on, because there have been  
 22 teenagers doing drug deals on that bridge.  
 23 And the guy who lives in the house that  
 24 backs up to that bridge said that almost every  
 25 night there would be teenagers out there



1 causing vandalism on that bridge. And they'd  
2 go down the bridge and cause vandalism to the  
3 homes, which one of them is John's home, which  
4 is only half a block from the bridge on the  
5 other side of the bridge in The Village Green.

6 And so the main thing is: It's pitch  
7 black out there; a perfect place for teenagers  
8 to, you know, do their drugs, smoke their  
9 weed. Whatever they're doing there. And  
10 there was a drug arrest there. By the way,  
11 somebody did get busted over the summer. I  
12 think Bobby Pitchard told me that or else  
13 John Labrusso told me that.

14 But that's -- that's an issue. It's  
15 pitch black. It's actually dangerous to walk.  
16 When people are coming out from the -- from  
17 the restaurants on Montague and they're  
18 walking across that bridge at night, you could  
19 easily trip and fall on that bridge, because  
20 it's total blackness all the way across.

21 There's two little light bulbs, but that  
22 doesn't illuminate the sidewalks or the bridge  
23 itself really. It just illuminates right  
24 before the bridge and right after the bridge.

25 THE CHAIR: Are we talking about the

1 always patrolled that bridge. We paid a  
2 little bit more attention to it as we always  
3 do when -- when complaints come up. We did  
4 make one arrest for a juvenile in possession  
5 of marijuana. We believe they were going to  
6 one of the houses that backs up to the lake  
7 here. That residence with -- with -- they  
8 have moved. I think within the last few weeks  
9 I think they vacated that house. The house  
10 was -- was for sale, and they're -- they're  
11 gone, so it looks like it's empty.

12 But other than that, we haven't had any  
13 other issue on the bridge. Like I said, you  
14 know, we -- we've patrolled it. We've been  
15 paying attention to it, and we continue to,  
16 you know, focus on the bridge. But, you know,  
17 if there are -- if there is damage to your  
18 property or your neighbor's property, then I  
19 encourage you just to call us and let us know.  
20 I'll be more than happy to give you my email  
21 address. You can email me with the times and  
22 the days, and, you know, we'll -- we'll  
23 address the issues.

24 MS. DIBA: I did call the police once on  
25 the bridge, because someone started a fire in

1 bridge that's right over here?

2 MS. DIBA: Yeah, by the tennis courts.  
3 That little --

4 THE CHAIR: Right.

5 MS. DIBA: The little bridge. It's  
6 really dark at night, and we'd like a light to  
7 go on to illuminate it to keep those teenagers  
8 off that bridge and stop the vandalism.

9 THE CHAIR: Let's hear from Deputy  
10 Gundersen.

11 DEPUTY GUNDERSEN: As far as the  
12 vandalism, there hasn't -- we have -- we do  
13 not have any reports in the area or any of the  
14 homes there. The only thing we had was at --  
15 a resident left his keys in the car, and his  
16 vehicle was stolen. That's the only report  
17 that we have in the area.

18 You know, that's not to say that there  
19 are things going on that aren't being  
20 reported. You know, sometimes we -- you know,  
21 we have some damage to our -- our home or our  
22 car, and, you know, we don't call the  
23 sheriff's office.

24 After the complaint came in a few months  
25 ago, we -- we have been -- you know, we've

1 the leaves right at the base of the bridge  
2 right there. And the fire was out, but you  
3 could see the burned section and stuff like  
4 that. The police officer did come.

5 DEPUTY GUNDERSEN: How long ago was  
6 that?

7 MS. DIBA: About a year ago. So it  
8 might have been those same teenagers.  
9 Hopefully, they're out now, but it's still a  
10 very dark area when people are coming through  
11 there.

12 MR. BARRETT: The bridge is -- I've  
13 traversed it a number of times myself. The  
14 bridge is actually a very, very dark area.

15 THE CHAIR: Yes. Doug, have you looked  
16 at lighting the bridge?

17 MR. MAYS: Well, there is lighting on  
18 it, but we could -- we could add some possibly  
19 -- possibly add some lighting along the  
20 sidewalk area. I don't know if you really  
21 would really would want to put anything on the  
22 bridge, because it would be too low lying.  
23 Then vandals would be able to get to it. It  
24 would be difficult. But there maybe could be  
25 some poles put up here and here.

1 But my concerns were, also, you have  
2 residents that live in those houses right  
3 there, too, and that was one of the things I  
4 told him. I said, "I -- you know, I  
5 understand your concern, but I also have to  
6 consider somebody who lives next to this  
7 thing." Do they want to -- all of a sudden --  
8 they've a nice, quiet spot, and there's a spot  
9 light that's shining in their house.

10 So there were some things that I thought  
11 he should -- you know, the resident should  
12 consider besides, you know, cameras and --

13 MS. DIBA: What if it's just a motion  
14 light that only clicked on for 30 seconds  
15 while someone is walking across? Because  
16 there are a lot of adults that go out to eat  
17 and come across that bridge at night. It's  
18 not just teenagers causing problems, but  
19 adults --

20 THE CHAIR: Could we mount some lights  
21 on poles and point them down? The problem is  
22 you have houses on both ends of that bridge.  
23 Right?

24 MS. DIBA: Uh-huh.

25 MR. MAYS: There's one on the end by the

1 tennis courts and then two on the other end.

2 THE CHAIR: Right.

3 MR. MAYS: Yeah, there's two right  
4 there.

5 MR. CHESNEY: I mean I walk that every  
6 night. I mean the one on -- the one on the  
7 tennis court side, I mean that guy has lights  
8 in general on until 10 o'clock at night.

9 But I was thinking, you know, on the  
10 Radcliffe bridge, I mean if you have  
11 lighting that kind of shoots down that runs  
12 along the bridge, I don't know if that would  
13 help. I mean it is dark, but maybe you could  
14 just poll some of those residents there.  
15 There's only really three or maybe four that  
16 it would impact.

17 And the one guy on the other side  
18 towards Village Green over to the right -- not  
19 to the right -- on this side, I mean he's got  
20 a lot of vegetation there.

21 MR. MAYS: Right.

22 MR. CHESNEY: So I mean that -- I don't  
23 think any lighting would bother him. And the  
24 other guy has got a garage right there, so --

25 MR. MAYS: Okay. Well, I mean, I guess

1 that's why the first thing I thought to do was  
2 trim the trees and put brighter bulbs in there  
3 to try to enhance the lighting a little bit,  
4 but I don't live here at night, so I can't  
5 really tell you --

6 THE CHAIR: There's power --

7 MR. MAYS: -- how much it helped.

8 THE CHAIR: There's power in the area?

9 MR. MAYS: Yes, sir.

10 THE CHAIR: Why don't you go out there  
11 and take a look at what it would cost to  
12 illuminate and the best way of doing it,  
13 whether it's going to be down-low or up-high  
14 lighting that's going to shine down? But we  
15 have to be wary of the homes that are directly  
16 on either end of the bridge.

17 MR. MAYS: Okay. There are some new  
18 things out that we can put possibly even some  
19 -- some lighting on the handrail, some -- that  
20 may light up the walkway a little bit  
21 brighter. There's stuff that can actually put  
22 -- you can mount it in the -- in the wood  
23 these days. You can drill it and put it in  
24 the wood. Maybe that would be light up the  
25 walkway a little bit more and make it a little

1 brighter at least on the walkway for safety.

2 I can check into a few different things.

3 THE CHAIR: Okay. Anything else on that  
4 issue?

5 MR. BARRETT: Especially if Chesney is  
6 stumbling around out there.

7 MR. CHESNEY: Yes, mostly with my dog.

8 THE CHAIR: Have you -- he walks -- he  
9 walks the entire community every night.

10 MR. CHESNEY: This part right here.

11 MR. MAYS: I guess the other thing  
12 though was there was some concerns about  
13 signage, too. I don't know exactly what type  
14 of signage you can put up. You know, it's not  
15 like you can put "No trespassing" or, you know  
16 --

17 MR. CHESNEY: "No stopping"?

18 MR. MAYS: Yeah, "Cross this bridge at  
19 your own risk," you know, or whatever.

20 MR. CHESNEY: "No stopping on the  
21 bridge."

22 MR. MAYS: But I'm not -- I guess he was  
23 -- he was hoping to see some signage, too, but  
24 I'm really not sure what kind of signage he  
25 was expecting to see.

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1 MS. DIBA: I think he wanted it to say  
2 something about private property or something  
3 about the neighborhood being private on the  
4 sign just to deter people.  
5 MR. MAYS: Well --  
6 THE CHAIR: You can communicate with the  
7 resident on that one.  
8 MR. MAYS: Okay. I'll bring that back.  
9 MR. CHESNEY: I'd be happy to show you  
10 my walk every night.  
11 THE CHAIR: That's good, yeah. Anything  
12 else, Deputy?  
13 DEPUTY GUNDERSEN: No, sir.  
14 THE CHAIR: Think so much.  
15 MR. MAYS: Thanks, Chris.  
16 THE CHAIR: All right. Manager's  
17 report.  
18 MR. MENDENHALL: Okay. I just had a  
19 couple items. The first one is the amendment  
20 to the agreement with Severn Trent Services.  
21 So this is an amendment; it's not something  
22 that affects you as a district directly. It's  
23 not a service that we provide to the CDD board,  
24 per se. We have title companies, as well as  
25 real estate agents that call our offices for

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1 estoppel information much like HOAs handle, and  
2 we provide them with that information, whether  
3 it be a letter or whether it be just giving  
4 them the number.  
5 And this is -- it's a fee that we  
6 typically charge for these folks when they  
7 call up. This just kind of memorializes it.  
8 It lets you know. That way if anybody ever  
9 asks you -- any residents, you're aware of it.  
10 Once again, there's no impact to the  
11 district, to the district's budget or anything  
12 of that nature. It's paid by the buyer or the  
13 seller of the home depending on how their  
14 closing costs are set up.  
15 There was -- in the original copy, there  
16 was a reference to Town Square. I had that  
17 taken out. And if you had a chance to look at  
18 the copy on DropBox, it's out of there.  
19 That's just an additional service that we  
20 offer. I don't think that it's something  
21 that's really a good fit for this district, so  
22 that's why I asked to have it taken out.  
23 Certainly I can give you a presentation  
24 on it at some point if you are interested.  
25 It's kind of a -- a social media type of web

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1 thing. Like I said, I don't think it really  
2 fits in well with CDDs. It's more of an HOA  
3 tool.  
4 THE CHAIR: Let's put -- take that out  
5 then.  
6 MR. MENDENHALL: Yeah. It's out of the  
7 copy I have here.  
8 THE CHAIR: It's on the -- it's still in  
9 the DropBox.  
10 MR. MENDENHALL: Okay. Well, it should  
11 have been updated. The version I have here  
12 for your Chair's signature definitely does not  
13 have it, so --  
14 MR. ARGUS: So just to be clear, this is  
15 -- you're currently charging the buyers or  
16 somebody this fee?  
17 MR. MENDENHALL: We typically do. We  
18 don't here in this district, because, you  
19 know, we basically have never, but in other  
20 districts we do. It's a typical thing that we  
21 do usually charge for.  
22 MR. ARGUS: And \$75 is typical or high  
23 or what?  
24 MS. MCCORMICK: That's for the estoppel  
25 fee.

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1 MR. MENDENHALL: For the estoppel fee.  
2 Yeah, \$75 is what we've put through for  
3 charging. Usually at least from what I've  
4 seen, like for example, Rizzetta, who is our  
5 biggest competitor, they charge either -- you  
6 know, 75 to a hundred dollars. So it's right  
7 around that range.  
8 MR. CHESNEY: So moved.  
9 MS. MCCORMICK: The only other thing I  
10 had mentioned is that in the whereas clause at  
11 the top of the agreement it says, "The  
12 agreement with Severn Trent is April 17th,  
13 2000," and our latest agreement with Severn  
14 Trent is the 1st of April 2008.  
15 MR. MENDENHALL: Yeah. So one other  
16 edit.  
17 THE CHAIR: Let me just ask: What gives  
18 the CDD or Severn Trent the right to charge  
19 for an estoppel?  
20 MR. MENDENHALL: You know, it's --  
21 basically it's a charge for the work product.  
22 I mean we -- when somebody calls up, we have  
23 to have somebody go research the information,  
24 find the amount, you know produce them a  
25 letter if they want it. All of the

1 information, at least from a CDD perspective,  
2 the realtor or the title agent can find on,  
3 you know, the tax bill or online at the tax  
4 collector's website.

5 Most times they don't want to. They --  
6 they ask us to send it, because that's what --  
7 they're familiar with having HOA companies  
8 send that information across in the form of an  
9 estoppel letter, so -- and HOAs charge for the  
10 same thing basically. So it's a fee for a  
11 service.

12 THE CHAIR: Okay. And is that -- is  
13 that a service that Severn Trent is obligated  
14 to provide under our current management  
15 agreement?

16 MR. MENDENHALL: No, it is not. It's  
17 not listed out specifically.

18 THE CHAIR: Okay.

19 MR. MENDENHALL: And, once again -- and  
20 -- and I'll defer to the attorney for this.  
21 When this came down, I didn't like the idea of  
22 it being necessarily a -- an amendment to the  
23 contract with us and the district, because  
24 really -- this isn't really part of the  
25 contract between Severn Trent and the

1 So my thought was -- personally, I think  
2 you're right. It's done throughout the  
3 industry. I don't have a dog in that hunt,  
4 but I don't want to be dragged into the hunt  
5 later because of something you're trying to  
6 formalize.

7 MR. MENDENHALL: Sure. I can understand  
8 that.

9 THE CHAIR: All right. Why don't we  
10 make a suggestion? Then why don't you got  
11 back through this agreement, clean it up, get  
12 with Erin and put an indemnity in there and  
13 bring it up next month.

14 MR. MENDENHALL: Okay.

15 THE CHAIR: But I would prefer -- for  
16 the time being, I don't think we have any  
17 issue with Severn Trent charging \$75 for the  
18 estoppel letters. Am I wrong?

19 MR. MENDENHALL: Not a problem.

20 THE CHAIR: Mr. Argus, you had a  
21 question.

22 MR. ARGUS: When I read this and saw  
23 that we had an agreement from the Year 2000,  
24 now amended to 2008, the thought entered my  
25 mind, "When do we put the contract for

1 district. This is really charging somebody  
2 outside of that agreement for services we're  
3 providing.

4 You know, if Erin thinks it okay -- it's  
5 okay, I would prefer just a motion saying,  
6 "Hey, yeah, that's fine. Go ahead and do it."  
7 Because, once again, it's kind of outside of  
8 the relationship of -- and the intent of this  
9 agreement, because you guys aren't a party to  
10 it.

11 MR. CHESNEY: Right.

12 THE CHAIR: Mr. Ross.

13 MR. ROSS: You've really hit the nail on  
14 the head on what the issue was for me that  
15 this is really a CYA amendment that -- to  
16 cover Severn Trent's rear end that if anybody  
17 ever challenges it, you'll be able to say,  
18 "Well, it's in the contract."

19 So in theory, it really ought to have  
20 included in there that Severn Trent will  
21 indemnify us if there was ever a challenge  
22 as to the legality as to whether or not the  
23 fee could be charged. It should between you  
24 and whoever is making the claim. It shouldn't  
25 involve us.

1 management out for bid again?" Is it time for  
2 reviewing that and where do we stand on that?  
3 Seven years is a long time for --

4 THE CHAIR: Comments, anyone?

5 MR. ARGUS: -- a contract.

6 MR. ROSS: I hope it's not time to put  
7 it back out for bid.

8 MR. ARGUS: I would tend to agree with  
9 that, but I'm not sure what our policy -- I  
10 don't remember what our policy is.

11 MR. MILLS: Is the current agreement  
12 evergreen?

13 MR. CHESNEY: Yeah, it's been -- it's  
14 been put out.

15 MR. MILLS: No. Is the current  
16 agreement evergreen? Does it renew  
17 automatically?

18 MR. MENDENHALL: Uh-huh.

19 MS. MCCORMICK: Yes.

20 MR. MENDENHALL: It does.

21 MS. MCCORMICK: Yeah. We spent a lot of  
22 time putting that agreement together. I'm  
23 surprised it's been that long, but, yeah, it  
24 was -- it was very extensively worked through.

25 MR. CHESNEY: It's just -- it's my

1 understanding that Severn Trent doesn't take  
2 automatically the increases that are built  
3 into the agreement.

4 MR. MENDENHALL: That's right. There's  
5 a CPI increase built in, and I don't believe  
6 we've taken it.

7 MR. CHESNEY: I don't believe you've  
8 ever taken it, but -- maybe once. I don't  
9 even think you did.

10 MR. ROSS: But that goes to my comment.  
11 I -- my recollection was the district was  
12 extremely thorough, very detailed, and I don't  
13 -- I personally don't see the benefit of  
14 re-opening that given that we're very -- I  
15 think we're pleased with Andy and his company  
16 and --

17 MR. CHESNEY: Yeah.

18 MR. ROSS: So I wouldn't have an  
19 interest in doing that at present myself.

20 MR. ARGUS: In memory of Bill Kemmerer,  
21 who used to be on this board, didn't he --  
22 wasn't he a proponent of often reviewing these  
23 things?

24 THE CHAIR: That was the auditor.

25 MR. CHESNEY: Yeah, the auditor he

1 until we have an issue.

2 MR. BARRETT: Has it been bid out since  
3 the merger?

4 MR. MENDENHALL: No.

5 THE CHAIR: It has not.

6 MR. MENDENHALL: It was prior to the  
7 merger.

8 THE CHAIR: Yeah.

9 MR. MENDENHALL: My first year here.

10 THE CHAIR: And we -- well, we amended  
11 it -- we amended it -- I thought we amended it  
12 after the merger.

13 MR. MENDENHALL: Yes, because we reduced  
14 or price.

15 THE CHAIR: Right.

16 MR. CHESNEY: It's kind of designed  
17 though to -- with that -- to anticipate the --

18 MR. MENDENHALL: Yeah, absolutely.  
19 Well, that was the purpose, yeah.

20 THE CHAIR: So, Bob, if you want to  
21 propose it, I guess we could make a motion and  
22 we could open it up.

23 MR. ARGUS: No. My interest is more of  
24 when we negotiated this -- the current  
25 agreement, did we have any time limit? Did we

1 didn't view as -- he viewed as -- I forget the  
2 word he used, but, you know, like buying a --  
3 a commodity.

4 MR. ARGUS: All right.

5 THE CHAIR: Well, I've been through the  
6 let's-look-at-the-district-manager twice now  
7 -- going way back. I know the market. I know  
8 who their competitors are, and there's --  
9 there's very good companies out there. I  
10 don't know that we're going to find a better  
11 company that can perform and provide the level  
12 of service we currently get for the same  
13 amount of money or less. That's a very  
14 simplified opinion that I have.

15 Now, an -- an RFP and interviewing and  
16 proposals could prove me wrong, but I don't  
17 see the need. I think we have very competent  
18 folks doing our management work, and I think  
19 the pricing is competitive. And I'm not aware  
20 of any problems we've had in years -- years  
21 with our management company.

22 I'm sure we all have little blips here  
23 and there, but not -- I'm not hearing feedback  
24 from residents. I'm not finding problems. I  
25 don't see the need to re-invent the wheel

1 say we would come back in umpteen years and do  
2 it again? I am not --

3 MS. MCCORMICK: I don't remember that.

4 THE CHAIR: I don't remember that.

5 MR. ARGUS: All right. I'm -- for now  
6 I'm fine with it the way it is. It was only  
7 because of the Year 2000 on here that caught  
8 my interest.

9 THE CHAIR: Okay. Anything else, Andy?

10 MR. MENDENHALL: Let's see here.  
11 Slightly less controversial, we have the -- I  
12 called up Fishkind about your assessment  
13 methodology and our discussion of the two  
14 situations that potentially would have your  
15 methodology changed potentially or at least  
16 looked at.

17 So I spoke with Joe McClure, and he's  
18 putting together a proposal for you. We  
19 should have it by the next meeting, and you  
20 can consider it. Obviously, it's a little bit  
21 down the road, but --

22 MS. MCCORMICK: Well, we may only have  
23 one, because we don't know what's going to  
24 happen with the David Weekley project, but  
25 that relates to --

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1 MR. MENDENHALL: Yeah. I was thinking  
2 just potentially the -- the two, so --  
3 MS. MCCORMICK: Right.  
4 MR. ARGUS: The proposed M/I Homes with  
5 the borrow pit pond coming over to us, would  
6 that affect the --  
7 MR. MENDENHALL: No, because that  
8 wouldn't be assessable. I don't think it  
9 would be assessable land.  
10 MS. MCCORMICK: No.  
11 MR. MENDENHALL: Okay.  
12 MR. ARGUS: No. But see --  
13 MR. CHESNEY: (Unintelligible.)  
14 MR. MENDENHALL: Right. Good point.  
15 MR. ARGUS: What?  
16 MR. CHESNEY: It's owned by us. We  
17 don't want to assess ourselves.  
18 THE CHAIR: The cost increase is  
19 negligible.  
20 MS. MCCORMICK: Yeah, we're not changing  
21 the number of units or anything.  
22 THE CHAIR: Yeah. We're --  
23 MR. CHESNEY: Just to refresh my memory,  
24 the one was the parcel back here --  
25 MR. MENDENHALL: Uh-huh.

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1 MR. CHESNEY: -- on Montague and maybe  
2 the Weekley homes?  
3 MS. MCCORMICK: Right.  
4 MR. MENDENHALL: Right.  
5 THE CHAIR: Mr. Mills.  
6 MR. MILLS: Thank you. I've heard -- if  
7 you would indulge the new supervisor, I've  
8 heard this term for several months now. Who  
9 or what is "Fishkind"?  
10 MR. MENDENHALL: Oh. They're a --  
11 they're a financial services company, and they  
12 -- they have --  
13 MR. CHESNEY: They're an actuary.  
14 MR. MENDENHALL: What's that?  
15 MR. CHESNEY: They're an actuary.  
16 MR. MENDENHALL: Okay.  
17 THE CHAIR: They're a lot more than  
18 that.  
19 MS. MCCORMICK: Yeah. They're -- they  
20 do economic studies, and they're very involved  
21 in economic development projects around the  
22 state.  
23 MR. MENDENHALL: In this particular  
24 application, they did the assessment  
25 methodology report, which lays out how folks

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1 are assessed in Westchase based on their  
2 parcel types and the ERU classification and  
3 that sort of thing.  
4 MR. MILLS: Okay.  
5 MR. MENDENHALL: So when the board  
6 potentially at least has these two  
7 opportunities that might change things, it was  
8 thought to go back to them and ask them, you  
9 know, what their costs would be if they needed  
10 to update that.  
11 MR. MILLS: Okay. Thank you.  
12 MR. BARRETT: The algorithm is slightly  
13 more complicated than that used by social  
14 media sites like Facebook. It's actually very  
15 complicated.  
16 MR. CHESNEY: The easiest way to think  
17 about it is each parcel has an economic use --  
18 like an intended use, and then we base the  
19 level of assessment based on the trips  
20 associated with that parcel.  
21 So commercial property will have more  
22 trips. Like literally day trips. And the  
23 reason they use trips is -- is that they view  
24 that as the burden on the infrastructure as  
25 opposed to like a single-family home. So like

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1 -- you know, that's just the way to look at  
2 it. That's the standard --  
3 MR. BARRETT: Not all things are  
4 included in the commercial assessments. Like  
5 the parks are carved out, so that commercial  
6 has no impact on the parks.  
7 MR. CHESNEY: Right.  
8 MR. BARRETT: It has multiple layers.  
9 MR. MILLS: Okay. Thank you.  
10 THE CHAIR: Fishkind is -- it was  
11 started by Henry or Hank Fishkind, who is a  
12 nationally acclaimed economist.  
13 MR. MILLS: Okay.  
14 THE CHAIR: And he's got --  
15 MR. CHESNEY: Sorry to belittle their  
16 education.  
17 THE CHAIR: He really is -- he's so much  
18 more than a guy that does CDD assessments. He  
19 really is.  
20 MR. MILLS: I'll Google it.  
21 THE CHAIR: Yeah. And, actually, we've  
22 got -- I don't know if you guys can find it.  
23 When we did the last assessment methodology  
24 years and years ago, that report would be a  
25 really good read for somebody who has never

1 seen it in terms of the ERU, the equivalent  
 2 residential unit.  
 3 MS. MCCORMICK: I have it. We can send  
 4 it out.  
 5 THE CHAIR: That's a fantastic read.  
 6 You'll get a much better idea of how our  
 7 assessments are formulated and how they're  
 8 applied and in terms of the components,  
 9 because the commercial does not pay for all of  
 10 the amenities here.  
 11 And, you know, as Greg indicated, there  
 12 are two different groupings; the residential  
 13 side and the commercial side. It's very  
 14 complex methodologies.  
 15 MR. ARGUS: And the golf course is a  
 16 world in and of itself.  
 17 MR. MILLS: Okay.  
 18 THE CHAIR: That's a very good read.  
 19 MS. MCCORMICK: If anybody --  
 20 MR. MENDENHALL: I'll send it out to  
 21 everybody.  
 22 THE CHAIR: That's a great read.  
 23 MR. MILLS: Okay. Thanks.  
 24 MR. MENDENHALL: That's all I have for  
 25 this evening.

1 MR. BARRETT: Andy, if you could copy me  
 2 on that? I don't --  
 3 MR. MENDENHALL: I sure can.  
 4 MR. BARRETT: -- think I've looked at it  
 5 in --  
 6 THE CHAIR: A decade?  
 7 MS. MCCORMICK: You don't keep it in  
 8 your library?  
 9 MR. BARRETT: I keep it on my night  
 10 table for those nights when I can't sleep.  
 11 THE CHAIR: It's tough read, but --  
 12 MR. MENDENHALL: I'll send that out.  
 13 THE CHAIR: All right. Attorney's  
 14 report.  
 15 MS. MCCORMICK: I don't have anything  
 16 that we haven't talked about already unless  
 17 you have things for me.  
 18 THE CHAIR: Usually Mr. Argus --  
 19 MS. MCCORMICK: I was looking at him.  
 20 MR. ARGUS: I'll pass today.  
 21 THE CHAIR: Field manager's report.  
 22 MR. MAYS: You got our report. I don't  
 23 really have anything to talk about other than  
 24 I think some things that came up on the  
 25 playground -- playground remodel and stuff

1 like that.  
 2 We were under the impression that we  
 3 were supposed to be pushing forward with the  
 4 water feature with the company that we had  
 5 talked to months ago -- probably a year ago  
 6 since we were out talking to different  
 7 companies about what we could do and that kind  
 8 of stuff. So I was -- we were just under the  
 9 impression that we were supposed to move  
 10 forward with that, and then I guess there was  
 11 some -- somebody said that we weren't. So  
 12 we're just kind of in the -- in limbo  
 13 wondering what we should do.  
 14 MR. CHESNEY: Well, let's talk about  
 15 that.  
 16 MR. MAYS: Neale is not here, obviously,  
 17 so -- he's under that impression, too, I  
 18 guess.  
 19 MR. CHESNEY: Yeah. So did you review  
 20 the minutes, because it's my impression that  
 21 we approved the park project in its entirety  
 22 subject to some -- I would call them aesthetic  
 23 review by the board members; things like  
 24 playground equipment and things like that.  
 25 MR. MENDENHALL: My -- yeah, my

1 understanding of it was that the board  
 2 approved moving forward and left some of the  
 3 decision making to staff, which would -- I  
 4 think the logical step would be staff would  
 5 make decisions, come back and say, "Hey,  
 6 here's what we're going with with regard to  
 7 say the water features" and that sort of  
 8 thing. Just using that one example.  
 9 THE CHAIR: That's what I thought.  
 10 MR. MAYS: But I thought we included the  
 11 proposal for that water feature. I thought  
 12 Sonny sent that.  
 13 THE CHAIR: We approved the concept, not  
 14 -- we approved the budget item, not the  
 15 concept.  
 16 MR. CHESNEY: Well, we had the water  
 17 feature approval in there. Everything was --  
 18 the playground equipment next to that park we  
 19 did not. We had two options actually in  
 20 there, but the -- the water park -- because  
 21 we've had this -- the water park is  
 22 complicated, because it's -- you know, it's  
 23 all proprietary equipment, and we have that  
 24 full proposal.  
 25 MR. MAYS: So that's why we thought we

1 were supposed to go forward. I mean we were  
2 prepared to go forward with it when somebody  
3 put the nix on it, so --

4 THE CHAIR: Mr. Ross.

5 MR. ROSS: My memory is the same as you  
6 three gentlemen; that I thought we had  
7 approved it and it was subject to finalization  
8 of aesthetics or whatever the wording was.

9 So in my mind -- and maybe I was sitting  
10 in a closet. In my mind, I was envisioning we  
11 as a board aren't going to be talking about  
12 whether the slide goes to the right or goes to  
13 the left. We want you to guys to come up with  
14 a recommendation and whatever it may be.

15 MR. MAYS: Right.

16 MR. ROSS: And then maybe you'd send an  
17 email out saying, "Okay. This is what we're  
18 going to be moving forward with," and then we  
19 could contact you on a one-on-one basis as to,  
20 "Yeah, I like this" or "I don't like that."

21 And in my mind, it would be the same thing for  
22 the fountain. That I personally don't want to  
23 discuss whether we're going to have 27 jets or  
24 23 jets, but I did have the impression we were  
25 moving forward with it.

1 And if you thought you needed formal  
2 blessing of a particular design or whatever,  
3 we'd be happy to review that and give it to  
4 you under an efficient way of communicating.

5 MR. CHESNEY: Yeah. So -- so the water  
6 feature itself was included in the proposal.  
7 Why don't you just re-send that out --

8 MR. MAYS: Okay.

9 MR. CHESNEY: -- just so everyone is  
10 aware of what it is?

11 MR. MAYS: Okay. Because I know there  
12 were some pictures involved with that water  
13 feature, too.

14 MR. ROSS: Yeah. And you included them  
15 on your field report.

16 MR. MAYS: She did?

17 MR. ROSS: Yeah, there was a picture of  
18 a -- of a --

19 MR. CHESNEY: Yeah, because it's -- it's  
20 an actuating fountain. Yes, I -- because I  
21 keep getting corrected, so -- yes, that's  
22 what it should look like.

23 MR. ROSS: Yeah.

24 MR. MAYS: So is that one approved?

25 MR. CHESNEY: Yeah.

1 MR. MAYS: Do we push forward?

2 THE CHAIR: And I don't have -- I didn't  
3 -- I didn't get the hard copy of my FedEx,  
4 which has the word directory for the  
5 transcript. I thought -- at least I know I  
6 expressed some concern to Neale that we were  
7 bidding out the major components. And I  
8 thought Neale -- I expected Neale to be here  
9 tonight with formal proposals, and I don't  
10 know what happened there.

11 MR. CHESNEY: Well, he -- he's talked to  
12 multiple vendors. I mean I just want to talk  
13 specifically about the actuating fountain.  
14 Because the actuating fountain we have trouble  
15 bidding out, because the -- the designs are  
16 proprietary; the pumps are proprietary to this  
17 vendor and this contractor, because this guy  
18 represents this stuff, and this guy represents  
19 this stuff. So I mean it's -- it's within our  
20 bidding thresholds -- everything.

21 THE CHAIR: Yeah, we could break this  
22 down into a lot of little pieces, and I --  
23 I am not comfortable bidding out a hundred-  
24 thousand-dollar fountain without getting a  
25 competitive bid even if it's got a Johnson

1 pump versus a Jones pump.

2 It -- I -- these are fountains. This is  
3 pool equipment. Come on. This isn't rocket  
4 science. This is simple stuff. It's really  
5 simple stuff. It's not -- this is not  
6 challenging.

7 So I want to know: Are we getting a  
8 competitive price for a Johnson pump versus a  
9 Jones pump? I want to know what's the design  
10 and what's it going to cost. A versus B.  
11 Mr. Ross.

12 MR. ROSS: A question, Mark. Would it  
13 be consistent with your expectations if we  
14 told Doug, "Yes, this actuating fountain is  
15 generally acceptable. Go get competitive bids  
16 even if it's not the exact same product  
17 because of proprietary reasons." Bring back  
18 competitive bids with ones that are  
19 substantially similar, and then we just decide  
20 at our next board meeting we're going to go  
21 with A, B or C?

22 THE CHAIR: That's always been my  
23 expectation.

24 MR. ROSS: Okay. I just wanted to --  
25 I'm focusing on they're not going to be



1 identical. Based on what Greg said, they're  
 2 going to be substantially similar.  
 3 MR. CHESNEY: Well, can't we -- I mean  
 4 my impression on this is that we were kind of  
 5 allowing Doug and Neale to act as the general  
 6 contractors in bidding this stuff out on a  
 7 subcontract basis. So I mean I don't know  
 8 that I want to see every single bid. I mean I  
 9 know they've gotten three bids on -- or I --  
 10 you know, they got at least two bids on the  
 11 playground equipment that we looked at before.  
 12 And I understand that's an aesthetic  
 13 difference, but I mean I don't know that I  
 14 want to see the three bids for the sinks in  
 15 the bathrooms. You know what I mean?

16 MR. ROSS: I'm not advocating that I am.  
 17 I just wanted to make sure I was understanding  
 18 Mark's point that he -- I heard in my mind two  
 19 different things. One he wanted to make sure  
 20 we were competitively bidding things, and I  
 21 get that.

22 MR. CHESNEY: I've never known Doug not  
 23 to competitively bid anything. I mean he's  
 24 bid stuff that -- even when we've used them 10  
 25 times, he goes out and bids --

1 MR. ROSS: I didn't hear Mark  
 2 complaining, rather I heard him making an  
 3 assertion of we're going to be following our  
 4 normal protocol, which I'm personally okay  
 5 with that.

6 But then the other thing that jumped out  
 7 at me was based on what you're saying: How do  
 8 we competitively bid something if we decide in  
 9 advance they're not going to be identical,  
 10 which is one -- sort of the threshold of  
 11 competitive bidding when you're bidding on the  
 12 same set of apples?

13 MS. MCCORMICK: Well, you could do like  
 14 a request for proposals with the understanding  
 15 that it wouldn't be the same product, but  
 16 you're just asking them to submit proposals  
 17 for different types of equipment that they  
 18 would be using.

19 But is part of the problem -- I mean I  
 20 don't know that we have given Neale an  
 21 additional scope of work to undertake this  
 22 next phase of the project. Have we --

23 MR. CHESNEY: Yeah, we did.

24 MS. MCCORMICK: -- done that?

25 THE CHAIR: We did. We've -- we paid

1 him extra.

2 MS. MCCORMICK: Okay.

3 THE CHAIR: And, again, this is -- my  
 4 recollection -- and candidly, as an elected  
 5 official, this is what I would want to see  
 6 done. I'm not here to tell Neale and Doug  
 7 that "We need this specific water feature."  
 8 That's not our job. That's what Neale's job  
 9 is.

10 But what I would like Neale to say is,  
 11 "Here are two comparable designed water  
 12 features." Company X, Company Y; X number of  
 13 dollars, Y number of dollars. Look at them.  
 14 If one is a hundred thousand and one is  
 15 50,000, I know where I'm going.

16 But, you know, I would like to see at  
 17 least some competitive pricing. This is a  
 18 hundred-plus-thousand-dollar line item. I'm  
 19 not going to go no bid on it. The community  
 20 deserves better than that. Mr. Ross.

21 MR. ROSS: I'm okay with everything you  
 22 said, primarily because I'm feeling the same  
 23 sense that I'm reading from you two gentlemen.  
 24 Why aren't we moving forward with this  
 25 project?

1 THE CHAIR: Yes.

2 MR. ROSS: So what I would suggest is to  
 3 get clarity, that Doug could come back at our  
 4 next meeting with three different bids, with  
 5 three substantially similar actuating  
 6 fountains, and then we'll just make our  
 7 decision.

8 MR. CHESNEY: I'm going to make a  
 9 suggestion that we -- we allow Neale and Doug  
 10 to take that responsibility.

11 THE CHAIR: What responsibility?

12 MR. CHESNEY: In -- in bidding it out.  
 13 In finding three --

14 MR. MAYS: Well, my understanding was  
 15 that that's what you hired Neale to do: to go  
 16 around the country, go wherever, get your  
 17 information and come back to us with what you  
 18 think it's going to cost. Which that's when  
 19 he came back with that price on that one from  
 20 that certain company.

21 MR. CHESNEY: Right.

22 THE CHAIR: Right. I'll come to you.

23 MS. DIBA: Okay.

24 MR. MAYS: That was my understanding.

25 THE CHAIR: Mr. Mills.

1 MR. MAYS: So that's why I was a little  
2 unclear. That's all.

3 MR. MILLS: Well, you know, and -- and I  
4 agree generally with all the comments about  
5 not managing does the slide go to the left or  
6 the right, but to put this in perspective,  
7 this item alone is 10 percent of the project  
8 cost, so it is worth the comparisons that  
9 you're alluding to.

10 Are we going to do that for a water  
11 fountain or a bench? No. But at 10 percent  
12 of the total package project, it certainly  
13 warrants more attention than "Go pick one and  
14 send us a bill." Right?

15 I think we ought to be involved in that  
16 part of that decision whether it's Company A,  
17 Company B or Company C. And if there are only  
18 two and there isn't a third realistically  
19 available, present that, and we evaluate it  
20 from there.

21 THE CHAIR: Let me -- let me just  
22 address the comment. You're using the water  
23 fountain as an example. I actually looked at  
24 that differently. Didn't we have a  
25 10,000-dollar water bottle filling station?

1 Wasn't that the bill on that?

2 MR. ARGUS: Uh-huh.

3 THE CHAIR: That was actually the thing  
4 you bid, because that -- that same product is  
5 across the country, and there's going to be 10  
6 different vendors in the State of Florida. So  
7 I look at that -- that's a simple bid, and I  
8 would look to Neale to say, "Jones is 10,000.  
9 This guy is 9,200." I'm going for 9,200 for a  
10 fricking water fountain. That's just -- why  
11 would you pay more for the same product?

12 But -- so I'm not -- I don't him just  
13 going to one plumbing company and one supply  
14 company. I want him to go to Ferguson and  
15 then go to the other one.

16 MR. MILLS: I wasn't suggesting that he  
17 not bid every component. I was just pointing  
18 out the percentage value of this single item

19 --  
20 THE CHAIR: Certainly.

21 MR. MILLS: -- warrants the attention  
22 it's getting right now.

23 MR. CHESNEY: Yeah.

24 MR. ROSS: Well, what -- I'm sorry. I  
25 didn't --

1 THE CHAIR: Go ahead, Mr. Ross.

2 MR. ROSS: What I took from Jim's  
3 remarks is that certain bid issues can be  
4 resolved on the staff level. On a water-  
5 drinking station, we don't need to have that  
6 -- they're able to ferret through all that  
7 stuff and -- but when it's a larger item, such  
8 as in this case you're suggesting 10 percent  
9 of our overall budget, then we ought to be a  
10 little bit more attentive to it, and I  
11 personally am just saying "Let's just move  
12 forward."

13 MR. CHESNEY: Okay. So what's -- well,  
14 what -- then what's the parameter? For me, I  
15 would -- I am -- I trust Doug and Neale with  
16 the entire project. If you guys are less  
17 comfortable, what is that threshold then?

18 I mean because he doesn't know. So what  
19 is that threshold? Because if he asked me --  
20 and I can telling you I'd go for it. Then he  
21 goes to other places, and he gets a different  
22 answer.

23 THE CHAIR: Neale walked out of our  
24 October 6 meeting with the understanding that  
25 he needs to come back to us with, "Here is

1 this playground option. Here is this  
2 playground option." There was no confusion  
3 about that.

4 MR. CHESNEY: I -- well, yeah, but  
5 I talked with him, and in his mind --

6 THE CHAIR: Well, that's the confusion.

7 MR. CHESNEY: No, no. In his mind --  
8 I'm -- you can make fun, but in his mind it  
9 was more of an aesthetic thing, not a -- which  
10 is what I understood it to be, too.

11 THE CHAIR: Well, keep in mind, his  
12 photographs that he put up on the wall were  
13 Company A for this part; Company B for this  
14 part. And they were completely different --

15 MR. CHESNEY: Right.

16 THE CHAIR: Everything was different,  
17 not just the age of use. They were completely  
18 different pieces of equipment, and I fully  
19 expected him to come back and say, "Here's --  
20 I want to use Company X for the under-five-  
21 year-old, and I want to use Company Y for the  
22 12-years-olds," et cetera.

23 MR. CHESNEY: Okay. So -- then how do  
24 we do this? How -- what kind of direction --  
25 Doug is, essentially, our little, mini,

1 in-house general contractor. What is our  
2 direction then for him?

3 THE CHAIR: I wish Neale were here.  
4 Mr. Ross.

5 MR. ROSS: We've got to move forward  
6 with this. My suggestion without looking at  
7 any broader parameters or implications or  
8 anything like that on the actuating fountain,  
9 that we have Doug or staff come back to us  
10 with competitive bids for the actuating  
11 fountain for our next meeting, and that we get  
12 it in sufficient time, so that we'll have a  
13 chance to review it and then contact him with  
14 any questions.

15 MR. CHESNEY: Okay. What about the  
16 other parts of the project? Do we have  
17 guidelines for him --

18 MR. ROSS: I'm not aware of any problems  
19 or issues with regard to the other things.

20 MR. CHESNEY: Well, I think that we need  
21 to have a general conversation -- so we said  
22 this one, because it's a hundred and fifty  
23 thousand dollars. I mean what about -- name  
24 something else that we would -- the next thing  
25 that you would do.

1 THE CHAIR: Well, the playground --

2 MR. MAYS: Playground.

3 THE CHAIR: -- equipment is even more  
4 expensive.

5 MR. MAYS: Yeah, the playground right  
6 next to it, because it's going to need canopy;  
7 it's going to need fencing; it's --

8 THE CHAIR: Right. There --

9 MR. MAYS: -- going to need everything.

10 THE CHAIR: -- are some big-ticket items  
11 in there.

12 MR. MAYS: I mean I've already started  
13 getting some bids for fencing and things like  
14 that, so -- paving, sidewalks. So I think  
15 I see what they're trying to get done here, so  
16 I think I can take it from here.

17 MR. ROSS: And I'm not suggesting your  
18 -- your point isn't well taken. We don't want  
19 to just do it willy-nilly and just "This is  
20 important. This is unimportant. Who is  
21 deciding what's important or unimportant?"

22 In my mind, it's only coming up because  
23 we're not moving forward. If we were actually  
24 moving forward, what would -- in my experience  
25 with Doug, who is fantastic, he would have

1 said something like, "Well, look, here are the  
2 two -- three versions of actuating fountains  
3 I have. Here are all the specs on them. Here  
4 is the cost."

5 And then we would have had the chance to  
6 say, "Whoa, slow down. Let's bring this up at  
7 our next board meeting" or whatever else would  
8 have happened. And I feel like we've got a  
9 good system and -- and relationship. I don't  
10 envision the problems that you seem to be  
11 concerned about. If I'm being pollyannish,  
12 I apologize, but I just -- I just don't see  
13 it.

14 THE CHAIR: See, I'm not -- I thought we  
15 were going to make final approvals tonight.

16 MR. ROSS: I knew we weren't when we  
17 didn't get anything in advance.

18 THE CHAIR: That's exactly right. That  
19 was my read.

20 Okay. Any other supervisor discussion?  
21 I'm going to go to the resident.

22 MS. DIBA: I'd be curious to know what  
23 other nearby towns have paid for their splash  
24 parks. Dunedin has one. Tarpon. I heard  
25 Oldsmar does.

1 I wonder like if we're getting ripped  
2 off because we live in Westchase. If they're  
3 telling us, "Oh, it's a hundred thousand for  
4 you," where they may have only said it's only  
5 50,000 for Oldsmar. I wonder if that's  
6 available on-line, if Neale could look into  
7 that just to see what the other folks --

8 THE CHAIR: One of them -- one of them  
9 was half a million and one was a million.

10 MS. DIBA: Really?

11 MR. BARRETT: Yeah. A lot more  
12 expensive than this one.

13 MS. DIBA: Wow.

14 THE CHAIR: Yeah, they're -- Sonny had  
15 that data. We reached out to all the  
16 government agencies to get that data. They  
17 were very -- very elaborate and very  
18 expensive.

19 MR. MAYS: Yeah. We've actually checked  
20 with quite a few of the vendors on this that  
21 -- that built these already.

22 THE CHAIR: All right. Can we -- can we  
23 send a unified message then -- I guess through  
24 staff -- about what we expect from Neale in  
25 the next 30 days or so?

1 MR. CHESNEY: Okay. Well, can I ask one  
2 thing? So let's say we -- he starts putting  
3 things in and we actually want to see it at a  
4 board level or if he sends it to us "This is  
5 what I'm going for," we --

6 THE CHAIR: This thing has been lagging  
7 for how long? 30 days isn't going to -- or 15  
8 or 12 or 10 days isn't going to hurt anything.  
9 I'd rather put it up, have the public  
10 comment on it at the same time and approve A  
11 versus B or 1, 2 and 3 on the big-ticket  
12 items; splash park and playground equipment.  
13 Mr. Ross.

14 MR. ROSS: Yeah. And the more he can  
15 throw at us, the better. I mean I don't want  
16 him to say, "Well, okay, all you all want to  
17 see is the playground equipment and the  
18 actuating fountain" -- if he's got something  
19 ready to present to us, present it. Whatever  
20 -- whatever. Let's move forward.

21 THE CHAIR: I think he did last month.  
22 He had his recommendations.

23 MR. MAYS: We met with Neale after the  
24 last board meeting in the park and showed him  
25 what we were talking about, and he's the one

1 THE CHAIR: Well, those are a lot more  
2 elaborate, so --

3 MR. MAYS: You're right. You're right.  
4 So we'll give them what pictures we have now  
5 of what we're looking at and see if we can get  
6 some other bids in.

7 THE CHAIR: Mr. Ross.

8 MR. ROSS: But if you had -- I know --  
9 I'm respecting what you just said, but, again,  
10 we're looking at it from the perspective of:  
11 If we get it in our normal board package, I  
12 feel like that doesn't give me meaningful time  
13 --

14 MR. MAYS: Too late.

15 MR. ROSS: -- to respond to you. Like I  
16 got a picture of a playground set. I had some  
17 thoughts about it, but I didn't want to handle  
18 it on a board level. I would have wanted to  
19 call you up or Sonny up and handle it on that  
20 level.

21 MR. MAYS: I'll start on it tomorrow.

22 First thing tomorrow I'll start on it.

23 MR. ROSS: Thank you.

24 MR. MAYS: That helps me.

25 THE CHAIR: Anything else on the capital

1 that thought we were moving forward. And he  
2 brought his -- the guy out here; the  
3 contractor, draw it up and everything. So  
4 that's why -- between me, Sonny and Neale,  
5 there's got to be some sort of  
6 misunderstanding.

7 And there's a couple of board members  
8 here that are saying that they thought the  
9 same thing. I just -- I just want to make  
10 sure we get it clear before -- because, we --  
11 you know, we definitely -- and you know me. I  
12 do price shopping. If you want it done that  
13 way, that's not a problem, but it could take  
14 more than two weeks to get these type of  
15 vendors in. You know how long it takes to get  
16 a bid just on a pool.

17 THE CHAIR: Well, we have one.

18 MR. MAYS: We have one, yes, sir.

19 THE CHAIR: So --

20 MR. MAYS: We'll try to find a couple  
21 other vendors again, and -- it will probably  
22 be those companies that -- that did these  
23 other splash parks that the resident is  
24 talking about, which we already know how much  
25 higher they are, so --

1 improvement or the playground equipment or  
2 anything else relating to that? Okay.

3 MR. MAYS: That's all I really had; just  
4 to find out that. Unless you've got some  
5 questions off of our report, which was basic  
6 stuff, so --

7 MR. MILLS: I have a question. Was  
8 there a landscape inspection?

9 MR. MAYS: Yes.

10 MR. MILLS: I didn't see that.

11 MR. MAYS: Yes.

12 THE CHAIR: We didn't get it.

13 MR. MAYS: You probably didn't get it,  
14 because Sonny didn't get on her airplane. She  
15 just got back last -- tonight. She should be  
16 getting in any minute now, but they did score  
17 a 91.

18 MR. MILLS: Thank you.

19 MR. MAYS: The same issues; weed  
20 control. But as we -- as I've explained to  
21 you, this is not the time of year to be trying  
22 to do weed control. You know, our unusually  
23 hot weather is really hurting the Atrazine  
24 application.

25 As soon as we get some cold weather,

1 that Atrazine is going to do exactly what it's  
2 supposed to do, except obviously not cover the  
3 weeds that we have that no longer have a  
4 chemical for them, which are stuff like wild  
5 Bermuda. Okay. And now crabgrass --

6 THE CHAIR: Mr. Argus.

7 MR. MAYS: -- has nothing.

8 THE CHAIR: Mr. Argus.

9 MR. ARGUS: And driving up and down  
10 Linebaugh, I'm noticing more brown and yellow  
11 and green. Is that because of the heat, or  
12 are they not watering it enough or --

13 MR. MAYS: Well, they just put some new  
14 sod down, too. I noticed that down this way.  
15 It was the new sod. Obviously, I guess, it  
16 went through some sort of shock. It shouldn't  
17 have, and that's what me and the property  
18 manager discussed today, that he's not getting  
19 enough water on this -- this turf out here.  
20 So it has been some water issues.

21 We actually found down closer to  
22 Countryway and Linebaugh -- just as you start  
23 coming -- what is it -- east on Linebaugh just  
24 past Countryway, the county shut down  
25 something to allow The Enclave to pave -- to

1 pave their road, and then forgot to turn it  
2 on. So we're wondering why we're not getting  
3 any water. And the county doesn't want us to  
4 touch those valves, but -- so we checked it  
5 anyway, and sure enough it was off; off for  
6 almost two weeks. So I mean we're trying to  
7 deal with an agency that keeps shutting the  
8 reclaimed off on us for not very good reasons  
9 sometimes.

10 So we are fighting some water issues,  
11 but for the most part, most of the problems we  
12 are having is weed, and he -- he spent all  
13 this week so far doing zone checks all over  
14 the property, which I'm trying to get him to  
15 understand those are required monthly anyway.  
16 So hopefully we'll get them on the page and  
17 make sure they do more zone checks.

18 MR. ARGUS: When the county shuts off  
19 the reclaimed water, do they normally let you  
20 know?

21 MR. MAYS: Yes, normally they do. But  
22 that's usually when they shut it off on the  
23 whole property at their main line down here by  
24 Westchase Elementary. When they shut a zone  
25 off, they'll call us, but most of the time the

1 -- the zones that they're shutting off are to  
2 work on stuff for the residents, so it's not  
3 our lines most of the time, but -- so we  
4 usually know when they shut it off, but for  
5 some reason we didn't get notified on that  
6 one.

7 THE CHAIR: Anything else on that issue?

8 All right. Supervisor comments.

9 Nothing?

10 Well, I owe someone an apology. After  
11 the last meeting, I got distracted socializing  
12 with Mr. Argus on non-CDD business, of course,  
13 and I drove by the park, and to my surprise,  
14 there was no one playing basketball. So I'm a  
15 big boy, and I will admit when I'm wrong,  
16 because I did predict that there would be a  
17 number of people there, but -- there have been  
18 a lot of people there.

19 Also, I sent you a picture of the  
20 permanent ping pong tables that Mr. Chesney  
21 championed, which are located in a park in  
22 Downtown Tampa. And it's quite interesting  
23 that they're used as eating tables and they're  
24 used for the homeless to sleep on. They're --  
25 they're quite useless as one would imagine.

1 MR. CHESNEY: Well, I'm just saying, you  
2 know, there's probably not a huge homeless  
3 population in Westchase.

4 THE CHAIR: That's -- that's true  
5 fortunately. It's -- you know, I've been  
6 through that park a million times, and I've  
7 never noticed them. And then the day after  
8 that meeting, I'm going, "That's what those  
9 stupid things" -- I thought it was artwork,  
10 and they're ping pong tables, and was going,  
11 "Oh, my gosh," so --

12 MR. CHESNEY: It's a good idea though.  
13 We've got to keep the benches away from them.

14 THE CHAIR: Anyway -- really? No other  
15 supervisor comments?

16 All right. Any audience comments?  
17 Nothing? Yes, ma'am.

18 MS. DIBA: Thank you for putting the  
19 canopies over the baby pools. That's really  
20 helped; a lot of moms have commented.

21 THE CHAIR: I wish we could take credit

22 --

23 MS. DIBA: You know, to give shade for  
24 the baby pools.

25 MR. MAYS: Yeah.

1 THE CHAIR: That wasn't us.  
2 MS. DIBA: That wasn't you guys?  
3 THE CHAIR: No. That was the WCA, the  
4 homeowner's association.  
5 MS. DIBA: Oh, okay then. That was  
6 great.  
7 THE CHAIR: All right. Anything else?  
8 If not, motion to adjourn would be  
9 appropriate.  
10 MR. MILLS: So moved.  
11 THE CHAIR: Do we have a second?  
12 MR. ROSS: Second.  
13 THE CHAIR: All in favor, raise your  
14 hand. That motion passes five to nothing.  
15 Thank you.  
16 (At 5:14 p.m., the meeting was  
17 concluded.)  
18  
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20  
21  
22  
23  
24  
25



Mark J. Ragusa

Chairman