

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: January 6, 2015

TIME: 4:15 p.m. - 4:55 p.m.

PLACE: Westchase Community Association Office  
10049 Parley Drive  
Tampa, Florida

REPORTED BY: Kimberly Ann Roberts  
Notary Public  
State of Florida at Large

RICHARD LEE REPORTING  
(813) 229-1588

TAMPA: email: rlr@richardleereporting.com ST. PETERSBURG:  
100 North Tampa Street, Suite 2060 535 Central Avenue  
Tampa, Florida 33602 St. Petersburg, Florida 33701

**APPEARANCES:  
WESTCHASE COMMUNITY DEVELOPMENT  
DISTRICT BOARD MEMBERS:**

Mark Ragusa, Chairman  
Greg Chesney  
Brian Ross  
Brian Zeigler

**ALSO PRESENT:**

**SEVERN TRENT SERVICES:**

Andy Mendenhall

**DISTRICT ATTORNEY:**

Erin McCormick

**WESTCHASE STAFF:**

Sonny Whyte  
Doug Mays

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1 The transcript of Westchase Community  
2 Development District Board Meeting, on the 6th day  
3 of January, 2015, at the Westchase Community  
4 Association Office, 10049 Parley Drive, Tampa,  
5 Florida, beginning at 4:15 p.m., reported by  
6 Kimberly Ann Roberts, Notary Public in and for the  
7 State of Florida at Large.  
8 \* \* \* \* \*

9 CHAIRMAN RAGUSA: Good afternoon.  
10 Welcome to the January 6, 2015 Westchase  
11 Community Development District meeting. I  
12 would ask everybody to stand and join us in  
13 the Pledge of Allegiance.  
14 (The Pledge of Allegiance was recited.)  
15 CHAIRMAN RAGUSA: The record should  
16 reflect that all supervisors are present, with  
17 the exception of Mr. Argus.  
18 We have the consent agenda, which has  
19 the approval of the December 2, 2014 meeting  
20 minutes, along with the financial statements  
21 as of November 30, 2014. I do not have any  
22 noted changes or suggested changes in the  
23 minutes.  
24 I don't know if anybody did. Mr. Argus  
25 did not submit any that I'm aware of.

1 MR. MENDENHALL: No.  
 2 CHAIRMAN RAGUSA: If there are none, a  
 3 motion to approve the consent agenda would be  
 4 appropriate.  
 5 MR. ZEIGLER: Motion to approve.  
 6 CHAIRMAN RAGUSA: Do we have a second?  
 7 MR. ROSS: Second.  
 8 CHAIRMAN RAGUSA: There's a second. Any  
 9 further discussion?  
 10 (No response.)  
 11 CHAIRMAN RAGUSA: All in favor, please  
 12 raise your hand.  
 13 (All board members signify in the  
 14 affirmative.)  
 15 CHAIRMAN RAGUSA: That motion passes  
 16 four to nothing.  
 17 (Motion passes.)  
 18 CHAIRMAN RAGUSA: I think we're going to  
 19 hold the engineer's report for now. Tonja is  
 20 not going to be present, but she's available  
 21 over the phone if we need her.  
 22 And I will just tell you, as an update,  
 23 I have had communications with Erin and the  
 24 Stantec project manager over some language in  
 25 the proposed contract. Erin was trying to

1 work with Stantec's counsel to see if we could  
 2 reach a compromise on two particular terms.  
 3 I do not know the answer to that. I'm  
 4 going to let Erin fill us in on that. They  
 5 were -- they were legal terms, which basically  
 6 were risk-shifting provisions and caps on  
 7 potential exposure that Stantec would have in  
 8 the event of an issue or a claim.  
 9 And I will let Erin kind of go through  
 10 more of the details. But as it stands now,  
 11 we do not have a signed contract, we don't  
 12 even have a contract, because there are two  
 13 significant terms that are still being  
 14 discussed. I'm going to go ahead and shift to  
 15 Andy, the manager's report.  
 16 MR. MENDENHALL: I don't have anything  
 17 additional for this evening.  
 18 CHAIRMAN RAGUSA: Okay. Wow, we're  
 19 going to move quickly then.  
 20 Field manager's report.  
 21 MR. MAYS: Uh-oh. I can make some stuff  
 22 up -- I can give you something, you know --  
 23 but, really, we had a normal month and it was  
 24 pretty quiet. You've got a report. If there  
 25 are any questions off of that.

1 CHAIRMAN RAGUSA: I see the fire station  
 2 fountain quote.  
 3 MR. MAYS: Yes.  
 4 CHAIRMAN RAGUSA: Did someone decide or  
 5 review to determine whether that was approved  
 6 two months ago?  
 7 MS. WHYTE: (Moving head from side to  
 8 side.)  
 9 CHAIRMAN RAGUSA: Sonny is shaking her  
 10 head no.  
 11 MS. WHYTE: My understanding was, you  
 12 hadn't seen the cost -- you wanted us to send  
 13 you back the cost, as well as you wanted to  
 14 see the electrical consumption, which is very  
 15 difficult to determine, how much it's going to  
 16 be.  
 17 So we kind of cut it in half, and we  
 18 estimated it at \$3,000 for the year. It could  
 19 be less, it could be more, depending on the  
 20 power poles. We won't have an idea for a full  
 21 year.  
 22 MR. MAYS: Because the pump on the pond  
 23 over here is larger than the one we have  
 24 over --  
 25 MS. WHYTE: Yeah. This one's half.

1 MR. MAYS: It's about half, yes.  
 2 CHAIRMAN RAGUSA: So we have about eight  
 3 months or so on the history with the existing  
 4 fountain?  
 5 MS. WHYTE: About a year.  
 6 CHAIRMAN RAGUSA: A year? It's that  
 7 long? Okay. So we're running on average  
 8 6,000 a year on electrical?  
 9 MS. WHYTE: Yes.  
 10 CHAIRMAN RAGUSA: Okay.  
 11 MS. WHYTE: But I don't believe -- and,  
 12 Andy, correct me if I'm wrong -- I think you  
 13 guys kept tabling it and tabling it.  
 14 MR. MENDENHALL: That's my recollection,  
 15 too.  
 16 CHAIRMAN RAGUSA: Do we have a motion to  
 17 approve the acquisition of the -- what is  
 18 labeled as the fire station fountain, which is  
 19 located in the large lake on Countryway  
 20 Boulevard just to the --  
 21 MR. MAYS: South.  
 22 CHAIRMAN RAGUSA: -- south of the fire  
 23 station?  
 24 MR. MAYS: Which is listed as Pond  
 25 Number 20.

1 CHAIRMAN RAGUSA: Thank you.  
 2 MR. ROSS: I'll move, using the costs  
 3 that are in the field manager's report.  
 4 CHAIRMAN RAGUSA: Do we have a second?  
 5 MR. ZEIGLER: I'll second that.  
 6 CHAIRMAN RAGUSA: And just to summarize,  
 7 the quote that we have as the cost of the  
 8 fountain is \$11,550, the electrical install is  
 9 \$2,800, the yearly utilities estimated at  
 10 \$3,000, the quarterly maintenance is \$127.50.  
 11 MR. MAYS: Correct.  
 12 CHAIRMAN RAGUSA: Any further  
 13 discussion?  
 14 (No response.)  
 15 CHAIRMAN RAGUSA: All in favor please  
 16 raise your hand.  
 17 MR. CHESNEY: I guess.  
 18 (All board members signify in the  
 19 affirmative.)  
 20 CHAIRMAN RAGUSA: That motion passes  
 21 four to nothing.  
 22 (Motion passes.)  
 23 CHAIRMAN RAGUSA: I also see the  
 24 proposal -- what are they looking at in terms  
 25 of timing?

1 MR. MAYS: Timing to get it done?  
 2 CHAIRMAN RAGUSA: Yes.  
 3 MR. MAYS: Usually they get it done  
 4 within a couple of weeks, but it's all in how  
 5 quickly we can get the power set up over  
 6 there.  
 7 Our electrician is out for a couple of  
 8 weeks, so I think we can get it done by the  
 9 end of the month, and at the latest, the  
 10 following month. I would say 30 to 60 days.  
 11 CHAIRMAN RAGUSA: Okay. Anything else?  
 12 MR. MAYS: No, sir.  
 13 CHAIRMAN RAGUSA: We'll wait for Erin.  
 14 We can take audience comments, if anybody has  
 15 any.  
 16 MS. CARLSEN: How is Davey doing? Are  
 17 we satisfied with --  
 18 CHAIRMAN RAGUSA: Actually I'm going to  
 19 let Doug answer that question.  
 20 MR. MAYS: So far, we've had some ups  
 21 and downs, a little concerned over a few  
 22 things, but we're addressing them. But, all  
 23 in all, they came out like wildfire.  
 24 And they tell me the mulch is done, and  
 25 there's quite a few areas where it's not, so

1 I've got to address that with them.  
 2 So, other than that, we'll see. It's  
 3 still too early to really tell for sure, you  
 4 know, because we've got a lot of tree work  
 5 that needs to be done. They tell me it's  
 6 scheduled for January. So I'll know more in a  
 7 couple more months on how I feel about them.  
 8 MS. CARLSEN: I will comment that I was  
 9 very unhappy with the new landscaping that  
 10 went in at the entrance to Westchase on  
 11 Countryway Boulevard at Glenclyff Park right  
 12 across the railroad tracks.  
 13 They re-did that wall there, put in all  
 14 new landscaping along that wall. I had hoped  
 15 to see some more Florida-friendly landscaping,  
 16 some more native Florida landscaping in that  
 17 area.  
 18 I commented to Doug and Sonny about it.  
 19 I sent Mark, you, an email about it after the  
 20 fact that I wasn't thrilled with -- I thought  
 21 we looked very mediocre.  
 22 MR. MAYS: I'm trying to figure out  
 23 which wall.  
 24 MS. CARLSEN: On the park side on the --  
 25 when you cross the railroad tracks on the

1 northeast side of the railroad tracks, that  
 2 wall there. They put in Allamanda, they put  
 3 in --  
 4 MR. MAYS: That was done by the last  
 5 contractor.  
 6 MS. CARLSEN: Yes.  
 7 MS. WHYTE: That was about a year ago.  
 8 MS. CARLSEN: Right. And so it's been a  
 9 year in the making, and I think the thought at  
 10 this time was we need to give it time to  
 11 develop to see -- you know, it's going to be  
 12 very pretty in the spring. It's going to be  
 13 very --  
 14 MR. MAYS: It's not turning out too  
 15 good.  
 16 MS. CARLSEN: No, it has not turned out  
 17 well.  
 18 MR. MAYS: We did put some Yesterday --  
 19 MS. CARLSEN: Today and Tomorrow.  
 20 MR. MAYS: -- Today and Tomorrow and  
 21 some Allamanda, and the Yesterday, Today and  
 22 Tomorrow doesn't seem to be doing well.  
 23 MS. CARLSEN: Right. No.  
 24 MR. MAYS: As we found on this property,  
 25 certain plants will do good in certain

1 locations.  
 2 MS. CARLSEN: Right.  
 3 MR. MAYS: And it's amazing how Plumbago  
 4 will do good over here and not over here, or  
 5 Firebush over here is good and not over  
 6 here. So we're still kind of learning -- even  
 7 after ten years, we're still learning areas,  
 8 especially since we're changing them after ten  
 9 years.  
 10 Certain plants will handle weather,  
 11 traffic, exhaust, low irrigation --  
 12 MS. CARLSEN: Right.  
 13 MR. MAYS: -- multiple different things.  
 14 MS. CARLSEN: There are a number of  
 15 issues. But this goes back to my point that  
 16 I think I would like to see, especially when  
 17 we're in the discussion phase -- I'm certainly  
 18 not criticizing anything, but while we're in a  
 19 discussion phase, I would like to see the CDD  
 20 proceed with a more Florida-friendly native  
 21 plant consideration when we're redoing some  
 22 of our landscape and look at some of the  
 23 opportunities that are out there that will  
 24 bring more of a Florida look, instead of a  
 25 homogenous -- or whatever you want to call it

1 -- you know, we look like every other  
 2 community in a lot of aspects.  
 3 When you look at our landscaping, when  
 4 you look at our entrance walls, when you look  
 5 at the plants in the community, we look like a  
 6 lot of other communities in Tampa, which are  
 7 very nice looking, but I think we can  
 8 distinguish ourselves in some aspect if we  
 9 work towards that as a goal as we go forward  
 10 with some of our redesign in some of our  
 11 landscaping.  
 12 MR. MAYS: A lot of times -- a lot of  
 13 times those communities all look similar  
 14 because of certain reasons like those type of  
 15 plants that can make it in those areas, you  
 16 know, like Allamanda.  
 17 MS. CARLSEN: Right.  
 18 MR. MAYS: You know, yes, it's  
 19 everywhere, but it's a flowering plant, and it  
 20 is, from my understanding, a Florida native  
 21 plant, along with the Yesterday, Today and  
 22 Tomorrow, you know, and -- you know, so --  
 23 MS. CARLSEN: Which is a hybrid, not  
 24 really a Florida native. But, I mean, there's  
 25 American Beauty -- there are some plants that

1 are deer resistant that people don't use as an  
 2 automatic, because they're not, you know, X,  
 3 Y, Z or A, B, C or whatever.  
 4 MR. MAYS: Right.  
 5 MS. CARLSEN: They're different. And  
 6 they can -- and if you look at -- and I'll use  
 7 as an example the mall across from Citrus  
 8 Park, even the entrance to Citrus Park Mall  
 9 and the stores across from there. If you look  
 10 at the variety of plants that they have put in  
 11 their medians and in their landscaping, they  
 12 are eye-catchers.  
 13 I mean, they're beautiful. When you  
 14 drive in there, it just pops, and you see  
 15 their landscaping. You see the beauty of what  
 16 they've done with their planted areas.  
 17 And it's not that it's so much Florida,  
 18 because a lot of people aren't native  
 19 Floridians --  
 20 MR. MAYS: Right.  
 21 MS. CARLSEN: They don't know that  
 22 they're native Florida plants. But you're  
 23 looking at something very different from what  
 24 you normally see as you drive down the medians  
 25 throughout the Tampa Bay area.

1 And even the Hillsborough County has  
 2 gone to planting -- they just had a big  
 3 planting session where they planted a lot of  
 4 native Florida flowering plants in the medians  
 5 along some of the Veterans Parkway, I-4, where  
 6 they're planting some areas and everything.  
 7 They're going to a very native Florida  
 8 landscaping concept, wildflowers and things  
 9 that are going to bloom naturally without a  
 10 lot of maintenance, without fertilizer,  
 11 without needing a lot of irrigation.  
 12 I mean, these are things that will  
 13 naturally just blossom wherever you put them  
 14 if you put the right plants in the right  
 15 place.  
 16 MR. MAYS: A lot of times, one of the  
 17 things we have to look at, too, when we're  
 18 addressing those plant needs, especially, like  
 19 you say, they also don't have to go along the  
 20 highway and never cut them.  
 21 MS. CARLSEN: Right.  
 22 MR. MAYS: We have line-of-sight issues  
 23 all the time around here. I get -- we get  
 24 calls in the office asking us to remove  
 25 certain plants sometimes that we think are

1 looking great. All of a sudden, we find out  
 2 somebody can't see around them. They're  
 3 saying it's a line-of-sight problem. We're  
 4 going to cause an accident.  
 5 We have to think that way, too. It has  
 6 to be maintained.  
 7 MS. CARLSEN: Right.  
 8 MR. MAYS: And some of the plants that  
 9 are flowering-type plants, when you cut them  
 10 back at the wrong time, you're not going to  
 11 get the blooms; and if you keep them to a  
 12 certain level, you won't get the blooms.  
 13 Like Plumbago, I mean, it loves to be  
 14 left alone, but you just can't put that in the  
 15 median and leave it alone.  
 16 MS. CARLSEN: And I'm thinking more of  
 17 the walled area in our -- those are the ones  
 18 that are aging. Now that we're 20 years old,  
 19 those are the areas that are starting to need  
 20 attention, that are going to start needing  
 21 replacement, other than our annuals that are  
 22 put out there.  
 23 Those are the -- those are the plants  
 24 where I think we have an opportunity to put  
 25 in some more Florida natives, some more

1 butterfly-attracting, bird-attracting plants  
 2 that are going to enhance what we look like as  
 3 a community and separate us from some of the  
 4 other communities that just do the standard,  
 5 you know, A, B, C, a row of this, a row of  
 6 that, a row of the next thing, and then you're  
 7 done, you know -- and this is just comments  
 8 while we're waiting for whatever.  
 9 MR. MAYS: Yeah. I can look into  
 10 certain -- some of those plants and see if  
 11 there is something that -- because, like the  
 12 Viburnum and the Ligustrum, they make a great  
 13 hedge, these are kind of where I'm thinking  
 14 you're talking about, those type of plant  
 15 material.  
 16 Some of these flowering plants will have  
 17 a hard time -- especially since there is  
 18 existing irrigation there. I would love to  
 19 put plants in there that do that, but they --  
 20 you know, the next thing you know, you're  
 21 pumping reclaimed water all over them and they  
 22 don't like it, or fertilizer. You're trying  
 23 to keep the grass green --  
 24 MS. CARLSEN: But you can't fertilize --  
 25 MR. MAYS: -- but you can't fertilize

1 the plants.  
 2 MS. CARLSEN: This is true. There are  
 3 very --  
 4 CHAIRMAN RAGUSA: Which plants?  
 5 MR. MAYS: Some of the flowering-type  
 6 plants. You've got to be careful which --  
 7 CHAIRMAN RAGUSA: Yes.  
 8 MR. MAYS: -- you know, you can't just  
 9 put basic grass fertilizer on them like you  
 10 can Ligustrums and -- you know, they like more  
 11 of a different type of fertilizer that'll help  
 12 them flower.  
 13 MR. CHESNEY: Well, the extension office  
 14 has someone --  
 15 MR. MAYS: Yeah, we've had her out  
 16 here.  
 17 MR. CHESNEY: Yeah.  
 18 MR. MAYS: I've got some recommendations  
 19 from her, and that's one of the -- I tried to  
 20 put that Yesterday, Today and Tomorrow and the  
 21 Allamanda in that she had suggested.  
 22 MS. CARLSEN: The Allamanda is doing  
 23 great.  
 24 MR. MAYS: But the one -- I guess they  
 25 put the wrong order -- they should have taken

1 them and put --  
 2 MS. CARLSEN: Right. Exactly.  
 3 MR. MAYS: -- they should have put the  
 4 other one in front.  
 5 MR. CHESNEY: And, also, if we actually  
 6 are able to sign our contract with Stantec's  
 7 parks unit, there is someone there that can do  
 8 that Florida native plants.  
 9 CHAIRMAN RAGUSA: Well, that's what --  
 10 our consultant is a landscape architect.  
 11 MR. CHESNEY: Right. That's what I  
 12 mean. They --  
 13 CHAIRMAN RAGUSA: He's not an engineer.  
 14 MR. CHESNEY: -- they have expertise in  
 15 that as well, if we ever get a contract.  
 16 MR. MAYS: A lot of times what you've  
 17 got to be careful about is putting plants in  
 18 the parks, though. I mean, in the parks, we  
 19 have to put Palmetto, stuff that's very  
 20 durable.  
 21 MS. CARLSEN: Right.  
 22 MR. MAYS: We plant a whole bunch of  
 23 Firebush, and they tear it up, so, I mean,  
 24 the kids play around it. You've got to  
 25 understand they're kids, and they're going to

1 play around it, they're going to run through  
 2 it.  
 3 It just doesn't like being stepped on or  
 4 beat on, so it's just a tough balancing act  
 5 sometimes to try to make sure you get, you  
 6 know, the plants, and then it's just -- it is,  
 7 it's just a tough balancing act sometimes to  
 8 make sure -- I would love to have more  
 9 flowering stuff around here. And every time I  
 10 try some, we put some of that tibouchina along  
 11 Countryway Boulevard.  
 12 MS. CARLSEN: It did beautiful for a  
 13 while, and now it's gone.  
 14 MR. MAYS: Exactly.  
 15 MS. CARLSEN: It's --  
 16 MR. MAYS: It's blooming again because  
 17 it's cold, but once it gets hot again --  
 18 MS. CARLSEN: Right.  
 19 MR. MAYS: -- then it's going to look  
 20 terrible.  
 21 MS. CARLSEN: Right. What's happening  
 22 with that restoration project along the canal  
 23 in West Park Village near the tennis courts  
 24 where they were trying to put ground cover in  
 25 and some webbing and -- to save the Cypress

1 trees, you know, along the tennis courts in  
 2 West Park Village, the canal that runs from  
 3 Linebaugh --  
 4 CHAIRMAN RAGUSA: I don't know. You  
 5 need to ask -- we need --  
 6 MR. MAYS: Oh, that's the erosion  
 7 repair.  
 8 MR. CHESNEY: Yeah, it's the erosion  
 9 repair.  
 10 MS. CARLSEN: Yeah.  
 11 MR. MAYS: It's completed. It turned  
 12 out great.  
 13 CHAIRMAN RAGUSA: It was done before  
 14 last month.  
 15 MR. MAYS: I'm sorry?  
 16 CHAIRMAN RAGUSA: Yeah, it was done  
 17 before last month.  
 18 MR. MAYS: Yes. It turned out great.  
 19 Even the rocks we had talked about putting on  
 20 the one edge behind the Pitchner house --  
 21 MS. CARLSEN: Right.  
 22 MR. MAYS: -- they love it. And I -- I  
 23 mean, we have some already that we tried to  
 24 test in the Vineyards on our lake there on the  
 25 side years ago, and it's holding up well after

1 ten years.  
 2 They thought they were going to lose  
 3 that palm tree right next to it --  
 4 CHAIRMAN RAGUSA: Yes.  
 5 MR. MAYS: -- and they're not. So the  
 6 rock seems to be a good barrier reef, water  
 7 wave barrier to hold it together pretty good,  
 8 so the Pitchners are very happy. And around  
 9 that curve, that guy, he's ecstatic; he feels  
 10 like he got ten more feet in his yard, so --  
 11 MS. CARLSEN: Oh, good. Good.  
 12 MR. MAYS: -- yeah, so everybody's --  
 13 MR. CHESNEY: That's what it sounds  
 14 like.  
 15 MR. MAYS: Actually two people did it,  
 16 so it saves us two or three people -- let our  
 17 landscaping company -- now they can get around  
 18 that lake, so --  
 19 MR. CHESNEY: Is this also --  
 20 CHAIRMAN RAGUSA: Yeah.  
 21 MR. CHESNEY: -- can we ask Doug --  
 22 okay. What happened with 9504 Greenpointe?  
 23 Wasn't he supposed to come back this month  
 24 for --  
 25 MR. MAYS: He was supposed to come back

1 this month.  
 2 MR. CHESNEY: -- the driveway?  
 3 MR. MAYS: Yeah, he hasn't called me or  
 4 addressed it. I mean, we -- I know what we  
 5 would have handled, our percentage, it would  
 6 be about one tenth of that driveway, is what  
 7 my estimates are.  
 8 MR. CHESNEY: But he never came back to  
 9 you --  
 10 MR. MAYS: He never came back --  
 11 MR. CHESNEY: -- or he has not come  
 12 back to you yet. I shouldn't say "never."  
 13 MR. MAYS: No, he has not.  
 14 MR. CHESNEY: Okay. And then there was  
 15 another thing I was going to ask you about. I  
 16 saw that you took the PVC sticks down off of  
 17 Montague, but the rocks you put up were very  
 18 small. Do you have any bigger ones?  
 19 MR. MAYS: Yes. That's what we had  
 20 left. Well, I'm kind of worried about that,  
 21 too. We were advised by our attorney to be  
 22 careful with doing that stuff. And, today, I  
 23 just happened to be in back of that line.  
 24 MR. CHESNEY: I saw it. I saw that.  
 25 MR. MAYS: Some lady, she just went off

1 the side of the road, and because of everybody  
2 doing it, she was in a smaller vehicle, the  
3 next thing you know, her front end was  
4 bottomed out, and the rock that was in front  
5 of her happened to be the biggest one, that  
6 she couldn't get out.

7 MR. CHESNEY: Yeah, I saw that. I saw  
8 her big ruts in there.

9 MR. MAYS: Yeah, she splattered mulch  
10 and dirt all over the road and, you know --

11 CHAIRMAN RAGUSA: Where was she riding?  
12 Was it on the side of the road or in the  
13 grass?

14 MR. MAYS: On the side of the road.

15 MR. CHESNEY: Yeah, they just put some  
16 rocks on the side of Montague.

17 CHAIRMAN RAGUSA: I've seen the Chesney  
18 rocks.

19 MR. CHESNEY: I know, but, I mean, Erin  
20 told you that, oh, people going off road, we  
21 need to have some responsibility, I would just  
22 like to see that claim. "Oh, I was riding off  
23 road, and I ran into a rock. That's clearly  
24 your fault."

25 MS. CARLSEN: What about the signage in

1 Park Village Drive, where that big, one piece  
2 of property that was left over that Hank  
3 Mueller bought -- do you know what I'm talking  
4 about? The very end of Montague?

5 CHAIRMAN RAGUSA: Yes.

6 MR. MAYS: -- they have figured it out.  
7 If they park their vehicles along there, there  
8 is nothing the county can do. And the HOA  
9 can't do anything because they don't know  
10 whose it is, and the county won't tell you so  
11 you can send them a violation, and then  
12 sometimes there's a guy that's got a boat over  
13 there, there's a guy that's got a trailer,  
14 there's a guy that's got a POD over there, and  
15 there's another guy who's got his business  
16 over there with big advertisements on the side  
17 of his panel van.

18 So people are starting to line up on  
19 that thing -- they park -- it's almost like a  
20 storage parking lot anymore. I had West Park  
21 Village Apartments call me today, "What can we  
22 do?"

23 So I called Gundersen again. He got  
24 Cobb on the phone. Cobb has said -- went over  
25 here, saw it, he did run the tag. He did find

1 Glenciff Park? I haven't seen anything new  
2 in there.

3 MR. MAYS: I think Erin is still working  
4 on it.

5 CHAIRMAN RAGUSA: Yes, she is.

6 MS. CARLSEN: Okay.

7 MR. MAYS: So we haven't had that -- or  
8 got that information from her yet, but we sent  
9 her every sign that we had -- Sonny did, sent  
10 her every sign we had, so she can see what we  
11 have out there now, and talked about a code of  
12 conduct, you know, for the people in the  
13 park.

14 MS. CARLSEN: Right.

15 MR. MAYS: I'm hoping she has something  
16 put together for us, so we can get  
17 something --

18 MS. CARLSEN: Well, we haven't had any  
19 issues since that one particular --

20 MR. MAYS: No. We -- the deputies are  
21 -- you know, we address things with them  
22 constantly. I had to address -- we've got  
23 some people now that figured it out.

24 If you park along West Park Village  
25 Drive back here, which is Tate Lane and West

1 out it was somebody in here. The only thing  
2 he could get moved was the boat, and then what  
3 he had to do is to give the information to the  
4 apartment complex, which has the same ruling  
5 about you can't park boats and you can't park  
6 illegal vehicles, non-tagged vehicles, on the  
7 side of the road.

8 So, hopefully, they're going to address  
9 that one, but he could only get the boat. He  
10 couldn't tell about the trailer, he couldn't  
11 figure out who that belonged to.

12 MR. CHESNEY: Okay. So -- hold on. So  
13 because they can't -- the cops can't provide  
14 to us who it is --

15 MS. WHYTE: This is not in the  
16 boundaries of the community either. That's  
17 outside the boundaries of Westchase.

18 MR. MAYS: But it's --

19 MR. CHESNEY: Well, on one side, not on  
20 the other side.

21 MS. WHYTE: On the other side is  
22 completely off of our property. That property  
23 that we looked at purchasing along that  
24 railroad track --

25 MR. CHESNEY: Yeah, I know --

1 MS. WHYTE: -- that is outside the  
 2 boundaries of the community.  
 3 MR. ROSS: Can you call code  
 4 enforcement?  
 5 MR. MAYS: We call code enforcement on  
 6 the property just to get it mowed, but code  
 7 enforcement won't help us on that because they  
 8 tell us to call the sheriff's office.  
 9 So we call the sheriff's office, and the  
 10 sheriff's office says we need to call the  
 11 DMV. And we can't -- what we found out, we  
 12 can't go down to the DMV without the sheriff  
 13 -- he said call them and ask -- go down to the  
 14 DMV, and you have to pay for it, but they  
 15 might give you the information on who owns  
 16 those vehicles.  
 17 MR. ROSS: Maybe it's a zoning --  
 18 MR. CHESNEY: Well, I know you can find  
 19 out who it is. It's public record. So, I  
 20 mean, you can --  
 21 CHAIRMAN RAGUSA: It takes time.  
 22 MR. CHESNEY: -- it takes time, and it  
 23 does cost. I can probably look it up.  
 24 CHAIRMAN RAGUSA: \$12.  
 25 MR. CHESNEY: Is it \$12?

1 CHAIRMAN RAGUSA: I believe so.  
 2 MR. ROSS: But I'm suggesting if they  
 3 use it a parking lot, then they should be  
 4 cited. It's not zoned for a parking lot.  
 5 CHAIRMAN RAGUSA: That's true.  
 6 (Ms. McCormick enters the meeting.)  
 7 MR. MAYS: That's what I thought. He  
 8 says if it's not obstructing -- technically it  
 9 is obstructing. If you're in this right-hand  
 10 lane, you've got to go around the vehicle, you  
 11 know, in the left-hand lane to --  
 12 MR. BARRETT: Could you get the county  
 13 to post "No Parking" and enforce it that way?  
 14 MR. MAYS: That's the other option, do  
 15 just like we did on Woodbridge Drive over  
 16 there.  
 17 MS. WHYTE: But that's not county road.  
 18 That's privately owned land.  
 19 MR. BARRETT: But the road isn't. The  
 20 road is on --  
 21 MR. CHESNEY: Yeah, that's what I was  
 22 thinking.  
 23 MR. MAYS: It's county easement along  
 24 the road. So it's possible. That was my next  
 25 option, too, to call them, because, remember,

1 we were able to contact that guy about the  
 2 parking around --  
 3 MR. CHESNEY: Because they're not  
 4 parking on Hank's property. Right?  
 5 MS. WHYTE: Yes.  
 6 MR. MAYS: No --  
 7 MR. CHESNEY: Oh, they are?  
 8 MR. MAYS: -- one trailer was on Hank's  
 9 property. He keeps moving it from Hank's  
 10 property to the road, Hank's property to the  
 11 road.  
 12 MR. CHESNEY: It's probably Hank.  
 13 CHAIRMAN RAGUSA: He can park it on his  
 14 property.  
 15 I noticed the soccer goals at the park  
 16 the other weekend.  
 17 MS. CARLSEN: Yes.  
 18 MR. MAYS: There's been soccer goals.  
 19 CHAIRMAN RAGUSA: Are those the WSA's?  
 20 MR. MAYS: The soccer association, yes.  
 21 MS. WHYTE: I think they're locked up.  
 22 CHAIRMAN RAGUSA: No. They were being  
 23 played by adults. There's some that were  
 24 locked up, and then there were two, what I'm  
 25 going to call, medium-sized ones.

1 MS. WHYTE: Is it possible that they  
 2 brought soccer nets in, which they had  
 3 suggested they were going to do?  
 4 CHAIRMAN RAGUSA: I don't know -- they  
 5 were white ones with orange netting.  
 6 MS. WHYTE: They're not ours.  
 7 MR. MAYS: Unless that was the day Greg  
 8 was playing. When Greg plays, he allows them  
 9 to play with his net.  
 10 MR. CHESNEY: Yeah, that's not true.  
 11 CHAIRMAN RAGUSA: Not you, Greg.  
 12 MR. MAYS: Not this Greg.  
 13 CHAIRMAN RAGUSA: Okay. I was just  
 14 curious.  
 15 MS. WHYTE: I'll check with -- I will  
 16 check it for you.  
 17 CHAIRMAN RAGUSA: All right. We waited  
 18 30 minutes killing time waiting for you.  
 19 MS. McCORMICK: Awww. I'm so sorry.  
 20 I'm so sorry. I have two things. One is on  
 21 the Stantec agreement. As of about 1:30 this  
 22 afternoon, I think we -- I think we've got an  
 23 agreement in a form that's reasonable.  
 24 I know the board had authorized you as  
 25 chair to read the final form. So I can either



1 go over it right now with the board, or you  
 2 and I can talk --  
 3 CHAIRMAN RAGUSA: Just go over what  
 4 the issues were that were the problem.  
 5 MS. McCORMICK: Sure. The issue with  
 6 the liability and indemnification provision,  
 7 initially Stantec -- I mean, they've had some  
 8 other minor issues, but the main thing had to  
 9 do with wanting to limit liability and the  
 10 indemnification to a maximum of the amount of  
 11 the agreement, which, at least for this  
 12 initial phase, you know, is \$20,000.  
 13 So I proposed that we not have any  
 14 limitation on the liability, and they came  
 15 back and said that they would like to limit it  
 16 to the sovereign immunity limit, the amount of  
 17 sovereign immunity that has been waived for  
 18 tort claims, which is \$200,000 for individual  
 19 claims, and \$300,000, and then aggregate.  
 20 And so I talked with them again, and I  
 21 said, you know, I think that that would be  
 22 reasonable as it relates to tort claims; for  
 23 example, if somebody were injured and sued the  
 24 district, and then they were obligated to  
 25 indemnify the district for that, if we could

1 -- we could structure it so that they would  
 2 not be responsible for an amount that would be  
 3 more than the district would be subject to.  
 4 And, really, I don't think that that is  
 5 beyond what they would be subject to anyways,  
 6 because their exposure would not be greater  
 7 than what the district's exposure was. But I  
 8 also said that with respect to a claim that  
 9 the district would have directly against the  
 10 consultant or breach of the contract or breach  
 11 of warranty or something of that sort in the  
 12 design of the facilities, I didn't think that  
 13 that -- it was -- you know, that it was  
 14 something that the district would necessarily  
 15 want to do, would be to limit the liability.  
 16 And so Stantec talked to its legal  
 17 counsel, and this afternoon they agreed that  
 18 they would not limit the liability provision.  
 19 They did ask, as far as their obligation to  
 20 provide a defense to the district, so if the  
 21 district were sued, they would indemnify the  
 22 district for anything that we were responsible  
 23 for, but they wanted to limit their  
 24 obligations to provide an attorney to defend  
 25 us to the extent that that defense would be

1 covered by their general liability insurance  
 2 that they're required to have under the  
 3 contract.  
 4 MR. CHESNEY: Or their professional  
 5 liability insurance.  
 6 MS. McCORMICK: Or their professional  
 7 liability insurance.  
 8 And so what that means is, either the  
 9 district, through our own, probably, insurance  
 10 provider would provide for our own defense, or  
 11 their insurance company -- you know, I think  
 12 there's probably a good chance that their  
 13 insurance company might step in in that case  
 14 and want to provide a defense. But that was  
 15 the last change that they asked to be made to  
 16 the agreement.  
 17 CHAIRMAN RAGUSA: Okay. I don't know if  
 18 I understand that.  
 19 MS. McCORMICK: The consultant's  
 20 obligation to defend the district in the case  
 21 of an indemnification situation is limited to  
 22 the extent covered by general insurance  
 23 required hereunder.  
 24 So if their insurance company would step  
 25 in and provide an attorney for the district,

1 then they would do that; otherwise, we would  
 2 have to provide for our own defense.  
 3 And, initially, they had wanted to take  
 4 out the obligation to defend the district  
 5 completely and just limit it to indemnifying  
 6 and holding the district harmless but not  
 7 providing a defense.  
 8 CHAIRMAN RAGUSA: Well, Mr. Chesney  
 9 raised a good point, and that is, the  
 10 professional liability policy.  
 11 MR. CHESNEY: Yeah, it just needs to be  
 12 broadened to include both policies, because  
 13 it's really the professional it's going to --  
 14 CHAIRMAN RAGUSA: Yeah, my concern also  
 15 is, to me, that looks as a -- if you leave it  
 16 as general liability, I think that's a useless  
 17 provision because the general liability  
 18 carrier is not going to assume contractual  
 19 indemnification obligations.  
 20 MS. McCORMICK: So maybe we could ask  
 21 them to change that to just say "To the extent  
 22 covered by insurance required hereunder" --  
 23 MR. CHESNEY: Yes.  
 24 MS. McCORMICK: -- because under the  
 25 contract, they're required to carry additional

1 insurances.  
 2 CHAIRMAN RAGUSA: Are we an additional  
 3 insured?  
 4 MS. McCORMICK: Yes, we would be named  
 5 an additional insured under the contract.  
 6 CHAIRMAN RAGUSA: With continuing  
 7 coverage after completion of the project?  
 8 MS. McCORMICK: Yes, I believe so.  
 9 Consultant shall carry and maintain and shall  
 10 cause any and all approved advisors and  
 11 consultants to carry and maintain at all times  
 12 during this agreement and thereafter -- it  
 13 says, designated here thereafter at no cost to  
 14 the district the following insurance  
 15 coverages.  
 16 So they're required to carry these  
 17 insurances. And then "The policy as listed  
 18 above shall name the district as additional  
 19 insured, endorsements or equivalent acceptable  
 20 to the district and as additional insureds  
 21 under the commercial automobile liability  
 22 insurance."  
 23 I believe that it is also covered in  
 24 here that certificate and endorsement must be  
 25 executed. All certificates must provide the

1 district with not less than 30 days' advance  
 2 written notice of cancellation.  
 3 MR. CHESNEY: I don't really know if you  
 4 need to be named on professional liability. I  
 5 mean, but we need --  
 6 MS. McCORMICK: The policy that we would  
 7 have to be named as an additional insured  
 8 would be the commercial general liability and  
 9 the commercial automobile liability.  
 10 MR. CHESNEY: Yeah, I mean, but --  
 11 MS. McCORMICK: But it does require that  
 12 the "professional liability be carried and  
 13 maintained during the term of this agreement  
 14 and for a period of three years thereafter."  
 15 MR. CHESNEY: Okay.  
 16 MS. McCORMICK: "Covering liability to  
 17 the district imposed by law or contract  
 18 arising out of an error, omission or negligent  
 19 act."  
 20 MR. CHESNEY: Okay. I'm fine with  
 21 that. They're going to defend anyways. Well,  
 22 I mean -- whatever.  
 23 CHAIRMAN RAGUSA: I know you insurance  
 24 people like to think that insurance companies  
 25 always do the right thing. They don't, Greg.

1 MR. CHESNEY: The lawyers --  
 2 CHAIRMAN RAGUSA: All right. So is it  
 3 your recommendation that this is an acceptable  
 4 compromise of the issues we had with respect  
 5 to the contract language?  
 6 MS. McCORMICK: Well, I think they've  
 7 come a long way in agreeing that the liability  
 8 exposure will not be limited, particularly  
 9 because of the amount of this contract.  
 10 So, you know, I think they dealt fairly,  
 11 as far as their willingness to accept some of  
 12 the liability related to this agreement.  
 13 CHAIRMAN RAGUSA: Okay. For me, I just  
 14 want to put on the record that my agreement  
 15 to contractually limit their exposure to the  
 16 CDD's sovereign immunity limits is not  
 17 reflective of my belief that in a professional  
 18 services relationship that any limitation is  
 19 enforceable, because it is my belief, based on  
 20 the laws that exist today, that professionals  
 21 may not limit their liability in contracts.  
 22 And I tried to communicate that to them,  
 23 and their lawyers are either ignoring that  
 24 notion -- so even though we've got a contract  
 25 that says that, I'm not acknowledging that we

1 have any liability --  
 2 MS. McCORMICK: Well -- and, again, I  
 3 mean, the liability is not limited now to  
 4 sovereign immunity limits, just the obligation  
 5 to indemnify.  
 6 CHAIRMAN RAGUSA: It's the same  
 7 argument. Does anybody have any issues or  
 8 problems with that contract being executed?  
 9 (No response.)  
 10 CHAIRMAN RAGUSA: Let's get a final  
 11 version, I'll get it signed, get it going.  
 12 MS. McCORMICK: Okay. And the other  
 13 thing that I have is, about five years ago, in  
 14 2009, Westchase had worked with the sheriff's  
 15 office on an agreement for employment of the  
 16 off-duty sheriffs and an indemnification  
 17 agreement with them. And I believe this has  
 18 been renewed at least once, but the version  
 19 that was sent to me by the sheriff's office  
 20 was dated 2009.  
 21 The sheriff's office is asking that the  
 22 district enter into a new agreement for the  
 23 next two-year period, which would be 2015 and  
 24 twenty -- it would run through 2016. And this  
 25 provides that the district is responsible for

1 providing the workers' compensation for the  
 2 off-duty sheriff's patrol, which I talked with  
 3 Andy -- and I think we had this discussion  
 4 five years ago, but we do carry workers'  
 5 compensation insurance, I understand, for  
 6 those off-duty sheriff's patrols.  
 7 And then the district is also agreeing  
 8 to indemnify the sheriff's office for the  
 9 off-duty sheriff's patrol to the extent  
 10 allowed under law, which is limited, because  
 11 if a sheriff's patrol were acting in a manner  
 12 that violated the -- where they acted in bad  
 13 faith with malicious purpose or in a manner of  
 14 any wanton or willful disregard of human  
 15 rights, safety or property, it would not be  
 16 covered.  
 17 And then by statute, there is also a  
 18 provision that says that the district cannot  
 19 indemnify for negligent acts of another public  
 20 entity.  
 21 So this is in the same form as the  
 22 agreement that we originally entered into, and  
 23 I just wanted to see if it's the board's  
 24 pleasure to renew this agreement with the  
 25 sheriff's office. I can give it back to

1 CHAIRMAN RAGUSA: That motion passes  
 2 four to nothing.  
 3 (Motion passes.)  
 4 MS. McCORMICK: Those were the two items  
 5 that I had for the board today.  
 6 CHAIRMAN RAGUSA: Okay. Anything else?  
 7 Any supervisor comments? Any resident  
 8 comments?  
 9 (No response.)  
 10 CHAIRMAN RAGUSA: Hearing none, a motion  
 11 to adjourn would be appropriate.  
 12 MR. ROSS: So move.  
 13 CHAIRMAN RAGUSA: Do we have a second?  
 14 MR. ZEIGLER: Second.  
 15 CHAIRMAN RAGUSA: All in favor raise  
 16 your hand.  
 17 (All board members signify in the  
 18 affirmative.)  
 19 CHAIRMAN RAGUSA: That motion passes as  
 20 well.  
 21 (Motion passes.)  
 22 (At 4:55 p.m., the meeting adjourns.)  
 23  
 24  
 25

1 Sheriff Gundersen.  
 2 CHAIRMAN RAGUSA: Doug.  
 3 MR. MAYS: Deputy Gundersen did want me  
 4 to make you aware that, I guess, the contract  
 5 entered in as "first term." He wanted to me  
 6 to let you know that this is the sheriff's  
 7 third, make sure that was on there.  
 8 MS. McCORMICK: Right.  
 9 CHAIRMAN RAGUSA: Any comments?  
 10 Mr. Ross.  
 11 MR. ROSS: I move that we authorize  
 12 legal counsel, working with our chairman to  
 13 finalize the extension of the contract with  
 14 the sheriff, and further authorize the chair  
 15 to go ahead and sign that contract once  
 16 finalized.  
 17 CHAIRMAN RAGUSA: Do we have a second?  
 18 MR. CHESNEY: Sure. Second.  
 19 CHAIRMAN RAGUSA: Any further  
 20 discussion?  
 21 (No response.)  
 22 CHAIRMAN RAGUSA: All in favor please  
 23 raise your hand.  
 24 (All board members signify in the  
 25 affirmative.)

  
 Mark Ragusa  
 Chairman, Westchase CDD

  
 Andrew P. Mendenhall, PMP  
 Secretary, Westchase CDD

## CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Kimberly Ann Roberts, 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 15, 2015, in the City of Tampa, County of Hillsborough, State of Florida.



Kimberly Ann Roberts  
Notary Public  
State of Florida at Large

