

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: January 7, 2014

TIME: 4:00 p.m. - 6:30 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

1 APPEARANCES:
2 WESTCHASE COMMUNITY DEVELOPMENT
3 DISTRICT BOARD MEMBERS:

4 Mark Ragusa, Chairman
5 Greg Chesney
6 Brian Ross
7 Brian Zeigler
8 Bob Argus

9 ALSO PRESENT:

10 SEVERN TRENT SERVICES:
11 Andy Mendenhall, District Manager

12 DISTRICT ATTORNEY:
13 Erin McCormick

14 DISTRICT ENGINEER:
15 Tonja Stewart (Telephonically)

16 WESTCHASE STAFF:
17 Doug Mays
18 Sonny Whyte

19
20
21
22
23
24
25

1	INDEX	PAGE
2	Meeting opened by Chairman Ragusa	4
3	Consent Agenda	4
4	Motion to approve	5
	(Motion passes)	5
5		
6	Resident Issue	6
7	Castleford fence	6
8	Motion to install fence	55
9	Further discussion	56
	(Motion passes)	66
10	Engineer's Report	80
11	Saville Rowe road improvements contracts update	80
12	Motion to accept bid proposal	86
13	Further discussion	86
	(Motion passes)	87
14	Motion to accept bid proposal	87
	(Motion passes)	88
15	Manager's Report	89
16	Update employee benefits	89
17	Update Harbor Links Lighting project	122
18	Attorney's Report	129
19	Trademark renewals update	130
20	Field Manager's Report	130
21	OLM Inspection discussion	130
22	Supervisor Requests	138
23	Motion to adjourn	160
24	(Motion passes)	160
25	Adjournment	160

1 The transcript of Westchase Community
2 Development District Board Meeting, on the 7th day
3 of January, 2014, at the Westchase Community
4 Association Office, 10049 Parley Drive, Tampa,
5 Florida, beginning at 4:00 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. I'm
10 Mark Ragusa. Welcome to the January 7, 2014
11 Westchase Community Development District
12 meeting. If you would, please stand and join
13 us in the Pledge of Allegiance.

14 (The Pledge of Allegiance was recited.)

15 CHAIRMAN RAGUSA: Thank you. The record
16 should reflect all of the CDD supervisors are
17 present and accounted for.

18 I understand that Tonja Stewart is
19 available by phone if we need her for her
20 report, and obviously staff and counsel are
21 present as well.

22 We have two items on the consent
23 agenda. Mr. Argus has submitted a --

24 MR. ARGUS: Three.

25 CHAIRMAN RAGUSA: -- three items. Thank

<p style="text-align: right;">Page 5</p> <p>1 you. He's always correcting me -- we have two 2 minutes, the November 5 and the December 3 3 minutes, along with the financial statements 4 as of 11/30/13. Mr. Argus had a one-word 5 change to the December 3, 2013 minutes with 6 the word "comments" should have been in place 7 of the word "complaints" that was attributed 8 to him.</p> <p>9 So with that amendment, I'm not aware of 10 any other amendments to the minutes.</p> <p>11 MR. ARGUS: The one-page addition to the 12 previous month.</p> <p>13 CHAIRMAN RAGUSA: Correct. Any other 14 further comments -- a motion to approve the 15 consent agenda would be appropriate.</p> <p>16 MR. ARGUS: So move.</p> <p>17 CHAIRMAN RAGUSA: Do we have a second?</p> <p>18 MR. ZEIGLER: Second.</p> <p>19 CHAIRMAN RAGUSA: All in favor signify 20 by saying aye.</p> <p>21 (All board members signify in the 22 affirmative.)</p> <p>23 CHAIRMAN RAGUSA: Any opposition?</p> <p>24 (No response.)</p> <p>25 CHAIRMAN RAGUSA: That motion passes</p>	<p style="text-align: right;">Page 7</p> <p>1 and it's Linebaugh Avenue, so does my mom when 2 she's visiting me, and it's just convenient for 3 her to walk to Publix and back.</p> <p>4 And I questioned my neighbor, and she 5 was telling me that she got approved to have a 6 fence going up and -- which I had no idea that 7 is going on. And, of course, I have my 8 attorney to contact the CDD attorney and talk 9 with her on the issue, and before I knew it, I 10 saw the fence going up.</p> <p>11 And I questioned Mr. Doug Mays on the 12 reason for the fence going up without, you 13 know, having a chance to hear my side, and the 14 reason I don't want to have that pathway 15 blocked, because most of the time I've seen 16 people coming from maintaining around this 17 pond through my property, and I have even 18 questioned my landscaping gentleman, that why 19 my sprinkler system is broken a few times and 20 why do I have the path of this heavy machine 21 coming through. And they said they had 22 nothing to do with it until I saw someone of 23 the gentleman that was working in the property 24 or cleaning or working around the pond.</p> <p>25 And I asked him why -- why they're</p>
<p style="text-align: right;">Page 6</p> <p>1 five to nothing.</p> <p>2 (Motion passes.)</p> <p>3 CHAIRMAN RAGUSA: We'll start with the 4 Castleford fence. I understand we have some 5 folks present who would like to be heard on 6 that issue. I think it would probably be 7 appropriate to hear from the residents before 8 we hear anything from the staff unless staff 9 or counsel have any other desire to go forward 10 in a different manner.</p> <p>11 MS. McCORMICK: No.</p> <p>12 CHAIRMAN RAGUSA: Okay. If anybody 13 wants to be heard on the Castleford issue, all 14 I'd ask you to do is stand up or approach or 15 you can sit, just identify who you are and 16 what your address is.</p> <p>17 DR. RAFIEIAN: Mak Rafieian, 18 Dr. Rafieian. I have been living in Westchase 19 in Castleford for the last 13 years. I have 20 my dental office, West Park Dental, here for 21 the last 12 years.</p> <p>22 I've lived in that house for the last 13 23 years, and I've had no issue except recently. 24 I was seen -- a bush going off in the pathway 25 that I usually walk on to go to the sidewalk,</p>	<p style="text-align: right;">Page 8</p> <p>1 coming through my property. And he mentioned 2 that there is no other way to come and 3 maintain that area.</p> <p>4 Now, by putting a gate up or a fence 5 going up, that's going to be another issue for 6 them. How are they going to maintain around 7 this property? And this issue of security, 8 where did that come from all of a sudden?</p> <p>9 And if my neighbor is really concerned 10 about the security, why didn't they put a 11 fence on their side of the building, instead 12 of inconveniencing me and the neighbors, which 13 I have brought in a letter from my next-door 14 neighbor also that she and her daughters use 15 the -- for the last 14 years, they've been 16 using the same pathway that is convenient for 17 them to go on shopping and walking back.</p> <p>18 And she mentioned in this email I just 19 received from her to bring it to your 20 attention, that she couldn't make it. 21 Unfortunately, she had to be at work from 22 three to five today. And so that is my 23 concern.</p> <p>24 MR. RIVERA: You have copies for the 25 board.</p>

1 CHAIRMAN RAGUSA: And, Doctor, if you
 2 could, could you spell your name and give us
 3 your residence address?
 4 MS. WHYTE: I have it.
 5 CHAIRMAN RAGUSA: I want it on the
 6 record.
 7 DR. RAFIEIAN: Rafieian,
 8 R-a-f-i-e-i-a-n. And the address is 10617
 9 Rochester Way.
 10 CHAIRMAN RAGUSA: Thank you.
 11 MR. ARGUS: Your house abuts --
 12 DR. RAFIEIAN: This is survey of my
 13 property, and the fact that people that are
 14 constantly going through this property,
 15 they're walking my property, not my
 16 neighbor's, so if there is anyone questioning
 17 why people coming and going and issue being of
 18 the next door neighbor. So these are all the
 19 copies I have of the survey.
 20 MR. ARGUS: Okay. you have the first
 21 property off of Linebaugh?
 22 DR. RAFIEIAN: No. They're the first
 23 one facing Linebaugh. I am facing -- on the
 24 cul de sac facing the pond.
 25 MR. ARGUS: And you're how many houses

1 away from the one on Linebaugh?
 2 DR. RAFIEIAN: Right next door.
 3 MR. ARGUS: Okay. Thank you.
 4 CHAIRMAN RAGUSA: Let me ask you, you
 5 indicated that you noted equipment markings
 6 through your lawn.
 7 DR. RAFIEIAN: Uh-huh.
 8 CHAIRMAN RAGUSA: I take it that's some
 9 type of ruts or markings in the grass.
 10 DR. RAFIEIAN: Yes, on machine that they
 11 ride, the four-wheeler machine. And sometimes
 12 when it's the wet time of the season, I don't
 13 have the landscaping people come and cut it
 14 themselves.
 15 They know better for not coming through
 16 the property to, you know, damage the lawn.
 17 And then I've seen at the same time I've seen
 18 marks, and I asked them, "Why you guys coming
 19 when it's wet?"
 20 They say, well, it wasn't them. And a
 21 couple of times a couple of the sprinklers
 22 were broken. So I asked the gentleman who was
 23 working that day, I said, "Why are you guys
 24 coming through my property to get to the pond
 25 to maintain it?"

1 And he said, "Well, that's how we've
 2 been doing it, and there is no other way to do
 3 it."
 4 CHAIRMAN RAGUSA: Okay. The markings in
 5 the access across your property, are they
 6 going from the front of your house --
 7 DR. RAFIEIAN: Yes.
 8 CHAIRMAN RAGUSA: -- along the side of
 9 your house to the rear?
 10 DR. RAFIEIAN: Yes. Yes. Yes.
 11 CHAIRMAN RAGUSA: Okay. And what are
 12 you asking the CDD to do or not to do?
 13 DR. RAFIEIAN: I'm asking not to put the
 14 fence up and blocking the pathway for the
 15 maintenance people, that they're supposed to
 16 maintain it around the pond, and also
 17 inconveniencing me from walking through that
 18 pathway and my neighbors at the same time.
 19 I've been in that neighborhood for 13
 20 years, and I've seen kids coming and going
 21 through that pathway. And I have no
 22 objection. It's not a common pathway for any
 23 strangers to come and go.
 24 A couple of kids come and go, I'm fine
 25 with that. And my next-door neighbor wrote

1 down -- did you get the emails --
 2 MR. RIVERA: Yeah, they got copies of
 3 the email from --
 4 MR. ARGUS: And this neighbor is on the
 5 other side --
 6 DR. RAFIEIAN: other side, yes.
 7 MR. ARGUS: So we have the property with
 8 the gate, you and then your neighbor that
 9 wrote this letter?
 10 DR. RAFIEIAN: This one would be me, my
 11 neighbor wants to put the gate up, and the
 12 lady next door.
 13 MR. RIVERA: That's that email.
 14 CHAIRMAN RAGUSA: All right. Does
 15 anybody else want to address this issue? I'm
 16 going to ask staff and counsel to give us
 17 comments. You obviously paid for counsel.
 18 Counsel, you're invited to say anything you
 19 want.
 20 MR. RIVERA: I just want to say I was at
 21 the property yesterday. I saw that the fence
 22 that was installed was removed, and then it
 23 was chain linked to the fence that's already
 24 there.
 25 And in its place was a bush, which, when

1 that bush grows, it's going to block access
2 again. So it seems like whatever good will
3 was done by removing the fence gives the
4 appearance or the impression that -- it was
5 just moved a short distance -- giving the
6 appearance that it's going to come back in.

7 Dr. Rafieian never got notice of the
8 fence being installed. I don't know if you
9 told the committee, the board here, the date
10 that the fence was installed you were at
11 home.

12 DR. RAFIEIAN: Yes, that's --

13 MR. RIVERA: And you saw them moving
14 equipment onto your property and --

15 DR. RAFIEIAN: I questioned Mr. Mays.
16 And I said, you know, "My understanding, I was
17 supposed to hear from the counselor, and my
18 attorney, you know, is in contact with the
19 attorney with CDD and Westchase.

20 And why the gate is gone? Why the fence
21 is going up? And I requested not to put it
22 up. And he chose to place it on next day
23 after my attorney contact the --

24 MR. RIVERA: Right, Ms. McCormick here.

25 DR. RAFIEIAN: -- Ms. McCormick. She --

1 they talked it over, and they took the fence
2 down. But the fence is chained up on the
3 existing fence. And the bush, plant, was
4 placed back on the same spot.

5 MR. RIVERA: Now, the neighbor that's
6 objecting or wants the fence up, apparently
7 they have a fence already up on the northeast
8 side of the property.

9 It would take nothing for her to put
10 another fence on the northwest side. It would
11 take care of her security concerns, her safety
12 concerns. She could put a fence up. It would
13 not obstruct his access or other neighbors'
14 access to that area, and the problem would be
15 solved.

16 But when Dr. Rafieian didn't get notice
17 of this fence going up, that's when he
18 contacted me, and I contacted counsel for the
19 district; and the fence was removed, but a
20 bush was placed in its place, so I don't know
21 what the intent is here. But I'm hoping that
22 the committee will consider that.

23 MR. ZEIGLER: What was your opinion of
24 the walkability, for lack of a better term, of
25 that pathway going between your house and to

1 the road? What was your opinion of it when
2 you walked it?

3 MR. RIVERA: Well, easy access. You're
4 talking from Dr. Rafieian's property to --

5 MR. ZEIGLER: Where the fence would go.
6 Correct.

7 MR. RIVERA: Easy access.

8 MR. ZEIGLER: Okay.

9 MR. RIVERA: It's a short -- it's a
10 narrow passage, but easy access to the
11 sidewalk on Linebaugh --

12 MR. ZEIGLER: And that was the point
13 I was trying to make here. There's two issues
14 I saw when I walked it. One is it's narrow at
15 the point where his neighbor's fence is and
16 the pond, which has a rather -- it has about a
17 foot and a half drop before you hit the water
18 -- a foot and a half drop --

19 MR. RIVERA: About that.

20 MR. ZEIGLER: -- so it's got a pretty
21 quick erosion slope right there.

22 And then so if that were to be that's
23 the most narrow part of that opening, I would
24 be concerned of someone not having a good
25 step, maybe misstepping and falling into the

1 pond. That's an issue.

2 And then if you go a few feet forward
3 for the next ten yards, if not more, you have
4 a lot of cypress knees sticking up
5 everywhere. So you've got tripping hazards
6 all the way through there.

7 MR. RIVERA: This is being --

8 MR. ZEIGLER: I'm concerned about moms
9 and people walking through those areas if
10 you've got such tripping hazards already in
11 place.

12 DR. RAFIEIAN: Well, this has been going
13 -- I've lived in that house for 13 years, and
14 this issue wasn't ever there. So why all of a
15 sudden it's becoming an issue of safety for
16 people walking there?

17 MR. RIVERA: I haven't heard of any
18 complaints or petitions or anybody saying that
19 somebody was hurt or somebody fell in the
20 water. I believe the water is very shallow
21 there in that pond where you're speaking of.

22 So I haven't heard and haven't been told
23 by counsel that anybody has gotten hurt there
24 or it's been a safety issue prior to this, and
25 so I don't know what the situation is now.

1 I'm not aware of any claims as a result of
2 walking through that area.

3 CHAIRMAN RAGUSA: Do we have any other
4 residents who what to address this issue? I'm
5 going to turn to counsel.

6 Yes, sir. If you would identify
7 yourself and give us your street address.

8 MR. SNIZIK: Sure. David Snizik. I live
9 next door to Dr. Rafieian, 10616 Rochester
10 Way.

11 I guess we'll start with in January 2013
12 I petitioned the board to have the fence
13 installed in the January meeting last year,
14 and that was approved. And after the -- I'll
15 give you a little bit of chronology, I guess
16 from my perspective, so once we had the
17 approval for the fence from the meeting, a
18 little bit of time had passed, and some
19 subsequent conversations with Doug had said,
20 why don't we try a bush there to try to
21 restrict the pedestrian traffic that comes
22 through the yards?

23 And so in the April-May time frame --
24 Doug, you're probably going to have to help me
25 with this -- the bush was installed. It

1 lasted one day. Dr. Rafieian dug it up and
2 threw it in the pond. So that was the first
3 step.

4 Some time had passed, and in December a
5 few weeks ago, the fence was installed. That
6 seemed to have lasted one day, and then it
7 sounds like counsel got involved, and we're in
8 a holding pattern.

9 With regards to the safety aspects, you
10 know, it certainly debatable whether or not
11 people who use the footpath to come into the
12 subdivision and walk on Dr. Rafieian's yard
13 and walk on my yard. The fact of the matter
14 is there is foot traffic that goes between the
15 two properties.

16 My wife is a stay-at-home mom, and my
17 wife is home all day, and the traffic comes
18 through. We see it all the time. If you
19 recall from the January meeting, we had talked
20 about the crime issue in the neighborhood.

21 It was my house that was broken into.
22 And when the thieves robbed our house and took
23 off, that's how they got out of the
24 subdivision. I mean, that's what the police
25 are telling us: You know, they broke into the

1 back of the house, robbed the house, and out
2 and onto Linebaugh and off they went. So I
3 see it as a safety issue.

4 With regards to the heavy equipment
5 traffic, it sounds like Mr. Zeigler was out on
6 the property today. And you tell me whether
7 or not you think a commercial lawn mower could
8 fit through that 24-inch opening.

9 MR. ZEIGLER: No.

10 MR. SNIZIK: I strongly suspect that's
11 not the case. So I see it as a safety issue.
12 You were correct in that at the pinch point
13 where the end of fence on our property belongs
14 or is and the narrowing of the point, you
15 know, it's roughly 24 to 36 inches. It slopes
16 probably a foot and a half in that 24 to 36
17 inches. And if you slip with your left foot,
18 you're going into the pond.

19 We have had three alligators removed in
20 the last three years. If you remember from
21 last January's meeting, I put together a nice
22 little presentation for everyone to kind of
23 see that.

24 I guess, you know, I see it as a hundred
25 percent safety issue and would propose that we

1 move forward with removing the pinch point and
2 restricting the traffic in the neighborhood
3 through there.

4 You know, it's certainly a -- I
5 understand where some might say that's an
6 inconvenience, but I certainly have an
7 expectation that, you know, people don't
8 trespass through properties, whether it be my
9 property or Dr. Rafieian. Either way, it's
10 still trespassing to walk around the pond.

11 And as far as installing a fence, you
12 know, we're talking about a three-foot fence
13 or 130 feet of fence. And, you know, from a
14 cost perspective, if you stop on the pinch
15 points, it's three feet of fence.

16 In fact, the fence in my yard, you know,
17 that's a whole different level of cost and one
18 that seems to be an unreasonable accommodation
19 to resolve this. So I respectfully ask that
20 we put the fence back in or have some sort of
21 restriction in the pinch point there to
22 restrict the traffic through both of our
23 yards.

24 CHAIRMAN RAGUSA: Let me -- and I
25 apologize. I have only seen this from an

<p style="text-align: right;">Page 21</p> <p>1 aerial or a survey. 2 If somebody were to walk off of 3 Linebaugh -- 4 MR. SNIZIK: Yes. 5 CHAIRMAN RAGUSA: -- they would enter 6 your property before the doctor's property? 7 MR. SNIZIK: It's right on the property 8 line, quite honestly. It's -- you know, I 9 think it's open for fair debate whether or not 10 they would be a foot in mine or a foot in 11 Dr. Rafieian's. 12 DR. RAFIEIAN: No. It's mostly my 13 property. The survey I brought in is all my 14 property. 15 MR. CHESNEY: Where is the survey again? 16 Can I see that? 17 DR. RAFIEIAN: Yeah. 18 MR. SNIZIK: I can put a couple of 19 pictures up on the wall if that would help. 20 CHAIRMAN RAGUSA: I'm a big believer in 21 seeing a picture. 22 MR. SNIZIK: That might help. 23 CHAIRMAN RAGUSA: Absolutely. That 24 would help everybody. 25 MS. WHYTE: Is there a cable -- there</p>	<p style="text-align: right;">Page 23</p> <p>1 bushes here. It runs parallel -- 2 MR. CHESNEY: So that's your yard? 3 MR. SNIZIK: That's my yard, yes. 4 MR. CHESNEY: And the fence goes down 5 here and this area? 6 MR. ARGUS: No. 7 MR. SNIZIK: The proposed fence would be 8 in this pinch point right here. 9 MR. CHESNEY: I know. But you have that 10 side yard fence, too? 11 MR. SNIZIK: No. There's a fence that 12 goes along here. 13 MR. ZEIGLER: The side yard is not 14 fenced. It's open. 15 MR. SNIZIK: This is wide open right 16 now. So generally what happens is, a 17 pedestrian will come walking along Linebaugh 18 parallel to the edge of the pond, come around 19 the corner and then stroll this way into the 20 subdivision. 21 MR. ARGUS: Where is the pinch point? 22 MR. SNIZIK: The pinch point is right 23 here. 24 MS. McCORMICK: And that's on CDD 25 property.</p>
<p style="text-align: right;">Page 22</p> <p>1 should be a cable back there, Mark. Is there 2 a cable there? There we go. 3 CHAIRMAN RAGUSA: All right. 4 MR. SNIZIK: Okay. Here's the area in 5 question. And so this is Linebaugh running 6 east to west, and what happens is, folks take 7 the shortcut through this area here and then 8 come out into the -- this is Rochester Way 9 right here. 10 MR. BARRETT: Could you indicate both 11 your of properties there? 12 MR. SNIZIK: Sure. Dr. Rafieian is 13 right here, and I'm right here. So this 14 gives -- 15 MR. CHESNEY: Can we go back to that one 16 more time? Give me just a second here. 17 MR. SNIZIK: So if you were -- 18 MR. CHESNEY: This is yours, right on 19 there. And then that's -- 20 MR. SNIZIK: And that's Dr. Rafieian's 21 right here. 22 MR. CHESNEY: Okay. 23 MR. ROSS: And can you show us where 24 your existing fence is right now? 25 MR. SNIZIK: Okay. It's buried in the</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. SNIZIK: Yeah, which is CDD 2 property. 3 MR. CHESNEY: So why don't you fence 4 your side yard? I'm just trying to 5 understand. Why don't you fence your side 6 yard? 7 MR. SNIZIK: So -- well, one proposal 8 would be to fence this whole thing in here, 9 and you're talking 130 feet of fence versus -- 10 if you look at the -- this is the pinch point 11 we're talking about right here. This is only 12 three feet here. If you restrict the access 13 here, then the pedestrian traffic stops. 14 CHAIRMAN RAGUSA: Who put the original 15 aluminum fence up? 16 MR. SNIZIK: I have been a homeowner for 17 seven years. It was there when I purchased 18 the property. 19 MR. MAYS: I believe that's the builder, 20 the CDD. 21 CHAIRMAN RAGUSA: The CDD put that in. 22 Do we maintain that fence? 23 MR. MAYS: Yes. 24 MR. CHESNEY: So that's our fence? 25 MR. MAYS: Yes.</p>

1 MR. CHESNEY: Why wouldn't we have a
2 fence there?

3 MR. MAYS: Why wouldn't we?

4 MR. CHESNEY: Is that just part of the
5 wall?

6 MR. MAYS: Yeah. It's the wall ends at
7 the other end of it and --

8 MR. SNIZIK: You can see the fence right
9 here. It's kind of --

10 MR. MAYS: The hedges grow through it.

11 MR. SNIZIK: -- the hedge grows through
12 it a little bit, and certainly you can see it
13 here. But the proposal that was approved was
14 to extend this perpendicularly across the
15 pinch point here.

16 MS. McCORMICK: And I can add a couple
17 things after that approval in January. I
18 think at that point I had the first
19 conversation with Mr. Rivera and
20 Dr. Rafieian's attorney, and they were
21 objecting to the installation of the fence
22 because they used that for access, and I think
23 there was an issue with your mother-in-law.

24 DR. RAFIEIAN: Yeah, my mom goes through
25 there.

1 that they thought it would be a good idea for
2 both residents to get notice and have an
3 opportunity to appear before the board.

4 I think there was a miscommunication,
5 and so the fence was actually installed. And
6 I got another call from Mr. Rivera. I went
7 back and reviewed the minutes and determined
8 that, yes, there had been a decision by the
9 board that they wanted to have both residents
10 come here and appear.

11 So I talked to Doug, and the fence was
12 taken down at that point.

13 MR. CHESNEY: Do you have the January
14 minutes?

15 MS. McCORMICK: I think those were the
16 November minutes. I don't have them with me.
17 But I did go back and review them after I had
18 that conversation.

19 MR. CHESNEY: Okay.

20 MS. McCORMICK: It looked to me it was
21 the determination of the board not do anything
22 until there was an opportunity for both
23 parties to be heard.

24 MR. ZEIGLER: Mr. Snizik, on the plants
25 on the left inset window that go up to the

1 MS. McCORMICK: Right.

2 DR. RAFIEIAN: She's 70-some years old.
3 Whether she stays three or four months with
4 me, she takes that path to the store on
5 Linebaugh, and then she goes to Publix and she
6 comes back without going through the whole
7 neighborhood basically.

8 MS. McCORMICK: Right.

9 DR. RAFIEIAN: It's a shorter distance
10 for her.

11 MS. McCORMICK: So at that point I had
12 talked to Doug about talking to both of the
13 neighbors and seeing if there was an option to
14 put up the fence that includes a gate that
15 Dr. Rafieian would have a key to so that he
16 would be able to continue to have his family
17 use that for access.

18 I think that for whatever reason Mr. --

19 MR. SNIZIK: Snizik.

20 MS. McCORMICK: -- Snizik was not in
21 agreement with putting in a gate there and
22 having a key be there. So at that point, this
23 came back to the board, and I think that was in
24 October or November.

25 And the board at that point had said

1 waterway, are those on your property?

2 MR. SNIZIK: The shrubs here?

3 MR. ZEIGLER: No. That go up to the
4 water's edge.

5 DR. RAFIEIAN: That is all my property.

6 MR. SNIZIK: If I can go back one.

7 Those are right in here.

8 MR. ZEIGLER: Okay.

9 DR. RAFIEIAN: Well, from that point --

10 CHAIRMAN RAGUSA: Doug, do we -- hang on
11 a second, Doctor. Do we send landscaping
12 equipment down that alleyway?

13 MR. MAYS: No. After I talked with
14 Dr. Rafieian about it, come to find out it was
15 our lake management people.

16 CHAIRMAN RAGUSA: Right.

17 MR. MAYS: Actually they were supposed
18 to use where the arrow is, because that's a
19 20-foot county easement. There is a drain
20 pipe under that area. So they were supposed
21 to use that technically.

22 And because of the bushes, the
23 philodendrons that were on the right side of
24 his property next to the left side of his
25 pool, they couldn't get through, so they opted

1 to do it over there. After talking with him
2 about the damage that they had caused to his
3 irrigation, I've talked to our aquatics
4 company, and they now -- because you can
5 actually get to it by going around the back
6 side by the medical center to maintain that
7 back area, so we -- them, along with our
8 landscape company, knows they're supposed to
9 maintain everything through that back area.

10 MR. CHESNEY: I mean, that area is
11 supposed to be maintained. That vegetation
12 there, it's not supposed to be there. Right?

13 MR. MAYS: Yeah. Me and the doctor
14 talked about that, too. He said anytime we
15 asked him to remove it, he would remove it.

16 DR. RAFIEIAN: Yes, I have no problem.

17 MR. MAYS: He would have his landscapers
18 remove it.

19 MR. BARRETT: May I ask a question about
20 that landscaping? Does that prevent people on
21 Linebaugh from walking behind your property,
22 sir?

23 CHAIRMAN RAGUSA: Yes.

24 DR. RAFIEIAN: Well, right now it is,
25 but the last 12, 13 years it's been growing,

1 fact that a resident removed our landscaping
2 and threw it in the lake. I'm not happy that
3 a resident removed our fence. That's
4 destruction of my property.

5 DR. RAFIEIAN: I did not remove your
6 fence.

7 CHAIRMAN RAGUSA: We removed it the
8 second time. I understand that.

9 DR. RAFIEIAN: No. No. The first part,
10 by the way, you know, when that bush went up,
11 the bush is exactly like what he has on his
12 property, and I trimmed it.

13 CHAIRMAN RAGUSA: I'm not going to argue
14 with you. You don't have the right to remove
15 -- whether it's our property or his property,
16 you don't have the right to remove someone's
17 plant. And the CDD doesn't get involved in
18 little squabbles of people killing other
19 people's plants, but that's -- that's
20 offensive to me.

21 I've been out here longer than you have.
22 But for a neighbor who would pull up someone's
23 plant, that's just childish in my opinion.
24 That's my opinion.

25 DR. RAFIEIAN: It wasn't there. And so

1 and it's going towards the pond. It wasn't
2 that before, you know, so it's just a matter
3 of maintaining it.

4 If that's the issue and I didn't know --
5 the maintenance guy have to come through my
6 property to maintain it, because of that
7 reason, I have no problem with having my
8 landscaping guys to trim it back and creating
9 that room, if they need to go through that
10 area.

11 I would rather them go that route than
12 going through my property on both sides. As
13 you see that red line with the survey that I
14 have, it's basically my property, all of it.

15 CHAIRMAN RAGUSA: Well, let me -- I'm
16 going to try to -- Mr. Ross is much more
17 diplomatic about these things than I am.

18 The CDD is going to take action today.
19 Someone is going to walk out of here unhappy,
20 or both of you may walk out of here unhappy. I
21 don't know whether you guys have had a
22 discussion, what's the legitimate -- or
23 reasonable compromise between your two
24 positions.

25 As I sit here, I'm not happy with the

1 when you live there for 13 years --

2 CHAIRMAN RAGUSA: It was there. It went
3 in. You knew there was an issue. You pulled
4 the plant out. You took self help. You did
5 it. You're not telling me you didn't do it,
6 so -- and your lawyer hasn't said you didn't
7 do it, so that's where I'm standing.

8 What I want you to do is figure out how
9 you're going to reach a compromise here, and
10 whether that compromise is you guys split the
11 cost of an aluminum fence running down that
12 open field between your two properties. I
13 know that seems fairly logical to me.

14 But what you guys are arguing over is
15 whether you or you have the right to put
16 something on CDD property, and you don't. We
17 could have easily instructed Doug to go out
18 there and remove the landscaping you put from
19 your property line to the lake water.

20 That's our land. You don't own it. I
21 don't care if you've had it for 13 years.
22 That's our land. We can go out there today
23 and level it if we want to.

24 I'm hearing safety concerns from a
25 resident who has a break-in, and everybody --

1 I think that's fairly common knowledge that
2 that's a pathway, that you can go back through
3 there.

4 So I'm sitting here -- we have spent a
5 lot of time in a lot of meetings trying to
6 address this issue, and I want to reach a
7 conclusion. And I think these supervisors are
8 probably going to make a motion today, and I
9 want to know if there is room for compromise
10 here.

11 You guys -- it's tough living next door
12 to someone you're not getting along with. I
13 think you guys have legitimate concerns. I'm
14 not -- I'm not saying you and your position
15 are unreasonable, but you have to realize that
16 you've got to live next door to each other for
17 some period of time, and you've got to have
18 some accommodation to each other, knowing that
19 you're really arguing over the CDD's land, the
20 community's land.

21 So, yeah, I'm not asking that you do it
22 in public forum. If you guys want to step out
23 and see if there's grounds to get this thing
24 resolved. If staff can help you, I don't
25 know. But I think you guys are better off

1 trying to reach a resolution than having this
2 board make a motion and vote on it. That's
3 what my gut tells me.

4 DR. RAFIEIAN: Well, I requested
5 originally from Mr. Mays when he contact me
6 one time, I said, the inconvenience of --
7 first of all, walking through there, yes, I
8 told him that I agree, if they want to put a
9 fence up, I'm fine, put a gate up there and
10 give me a key and also notify the neighbors
11 who have been using this property, to get on
12 the street, that I'm not the one putting the
13 fence up. I'm not the one who's asking to put
14 the gate up as long as they're notified that
15 they're not seeing that I'm the one who is
16 blocking their pathway, I'm fine with that.

17 But then he came back and said I have
18 to pay for the gate. I said, "Why should I --
19 I don't want to have the fence up. Why should
20 I pay for the gate?"

21 CHAIRMAN RAGUSA: Let -- let -- and I
22 understand some people don't want to answer
23 questions. But what's your objection to a
24 fence going in, in that three-foot window
25 there, so to speak, and the doctor having

1 keyed access?

2 MR. SNIZIK: Twofold. One, my first
3 concern was, how many keys are we going to
4 talk about? Do we wait for (inaudible) to ask
5 for a key? Do we wait for Tracy Urso to
6 ask for a key? And all of a sudden it becomes
7 a community key. And at the end of the day,
8 there's still people going through the
9 property.

10 You know, my -- my perspective would be
11 that I don't think it will stop at one key.
12 Three months from now you're going to get a
13 petition from four other folks that say, "The
14 CDD owns the gate. Where is my key?"

15 CHAIRMAN RAGUSA: How many homes back up
16 to that lake? There's only three, aren't
17 there?

18 MR. SNIZIK: Yeah. Myself, Dr. Rafieian,
19 and this individual here. I just don't know
20 when it ends. And I still come back to we'd
21 like to restrict the foot traffic between the
22 properties. I think that's a reasonable
23 request.

24 MR. ZEIGLER: I think we also maybe
25 ought to ask staff and just to make sure that

1 we also understand there is, in my opinion, a
2 tripping hazard for anybody who walks back
3 through there.

4 There are enough cypress knees back
5 there. In my opinion, it looks like it would
6 even limit mowing. You probably would have to
7 weed-eat that area.

8 MR. MAYS: Oh, yeah.

9 MR. ZEIGLER: They can't get -- they get
10 the mower back there.

11 MR. SNIZIK: Yeah, it's --

12 MR. ZEIGLER: That large stretch about
13 from there, all the way to the back of his
14 fence is loaded with cypress knees. So if you
15 took a mower back there, you'd hit every knee
16 back there, so they'd probably have to weed-
17 whack that.

18 MR. CHESNEY: Well, they do weed-
19 whack --

20 CHAIRMAN RAGUSA: Well, by granting a
21 gate, we're not condoning it as a right of way
22 or a passageway, if that's your concern.

23 MR. ZEIGLER: That's it, yes.

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

25 CHAIRMAN RAGUSA: Mr. Ross, you're the

1 mediator.

2 MR. ROSS: Well, but you're more
3 diplomatic.

4 CHAIRMAN RAGUSA: No.

5 MR. ROSS: To follow up, though, on your
6 offer to these gentlemen, do you all want to
7 accept his offer that we put this off for ten
8 minutes, put it off later in our agenda and
9 you all go talk outside, or is that a waste of
10 time? It's you all's calls.

11 MR. RIVERA: Seems like the question is,
12 if it comes back up, does it come back up with
13 a door with access or not, or does the gate
14 just go up and no access?

15 MR. ROSS: Or one of us on this board
16 makes a motion that someone is going to be
17 unhappy, because I think Mr. Ragusa is right,
18 somebody is going to be unhappy. You know,
19 we've all been very diplomatic in not stating
20 our respective positions.

21 And so the question is, do you all want
22 to take ten minutes and go chat outside in the
23 side room, or do you all want us to go ahead
24 and make a decision?

25 CHAIRMAN RAGUSA: Well, before we make a

1 the fence.

2 And then I got the information back from
3 Dr. Rafieian, as he's told you, he doesn't
4 feel like he should pay for something he
5 doesn't want. So that's why Mr. Snizik says,
6 "Well, then I'm not -- I don't want to pay" --
7 he's the one paying for it, so he doesn't want
8 to put a gate there. So that's the one thing
9 I think is missing.

10 CHAIRMAN RAGUSA: Well, we can pay for
11 it and assess both of them. You've paid more
12 for your attorney to come sit here than it
13 would to have been to split that gate.

14 MR. RIVERA: I thought the district paid
15 for this fence. That's what I was told by
16 counsel. Mr. Mays told Dr. Rafieian the
17 neighbor paid for the fence, so --

18 MR. MAYS: No.

19 MR. RIVERA: -- who paid for the fence?

20 CHAIRMAN RAGUSA: Did we bill anybody?

21 MR. MAYS: We're billing -- we have to
22 bill Mr. Snizik.

23 MR. CHESNEY: Was that the agreement?

24 MR. SNIZIK: Yeah, that was the
25 agreement from last January.

1 -- aluminum fence could go in there, wrought
2 iron aluminum?

3 MR. MAYS: Yes. Yes.

4 CHAIRMAN RAGUSA: What's the cost of
5 that installed?

6 MR. MAYS: To be installed? Eight --
7 seven eighty?

8 MS. WHYTE: Eight eighty, something like
9 that.

10 CHAIRMAN RAGUSA: We can do that later
11 in-house?

12 MR. MAYS: Yes. We've already put it up
13 once.

14 CHAIRMAN RAGUSA: I'm aware of it. I
15 got that call about pulling it out, too.

16 MR. MAYS: That was one thing I want to
17 add to it, too, and this is where I was kind
18 of in the middle, and I don't understand why
19 or what the reasonings were; but when the gate
20 was offered to Mr. Snizik, the gate, Mr.
21 Rafieian -- Dr. Rafieian said, "Fine, we can
22 put a gate in there," Mr. Snizik said that
23 that would be fine, but he felt since Dr.
24 Rafieian had an opinion on putting a gate
25 in, that he should pay half the gate -- half

1 MS. McCORMICK: Yeah. And I just want
2 to clarify I don't think we talked about who
3 paid for it.

4 MR. RIVERA: It was district property,
5 put up by the district, the fence. Right?

6 MS. McCORMICK: Yes.

7 MR. RIVERA: And the district took --
8 removed the fence?

9 MR. MAYS: The homeowner will pay for
10 it, and it becomes district property because
11 he's installed it on district property.

12 MR. RIVERA: Well, I think this can be
13 easily resolved. I mean, if the parties can
14 reach an agreement to put access to
15 Dr. Rafieian, then problem solved.

16 CHAIRMAN RAGUSA: Mr. Chesney.

17 MR. CHESNEY: Okay. I hate to be a
18 stick in the mud here on this subject. I'm
19 going to go back -- and that's why I really
20 kind of wanted to look at the minutes, because
21 having sat on this board a long time, I just
22 want to make sure we're doing this right.

23 I mean, we're going to give a subset of
24 residents a key. I don't see how we can do
25 that. I mean, am I incorrect on this? How do

1 we give a subset of residents a key and access
2 to CDD property? Then why can't I get a key
3 to that gate?

4 CHAIRMAN RAGUSA: You can.

5 MR. CHESNEY: Yeah. Okay.

6 CHAIRMAN RAGUSA: I think it is a unique
7 access point --

8 MR. CHESNEY: Okay. Well --

9 CHAIRMAN RAGUSA: -- for a very limited
10 number of residents.

11 MR. CHESNEY: Like I said, I should have
12 looked at the minutes prior, but, I mean, we
13 have other areas within Westchase where we
14 have these walk-through.

15 CHAIRMAN RAGUSA: Yes. Yes.

16 MS. McCORMICK: Right.

17 MR. CHESNEY: I mean, we don't close
18 them off.

19 CHAIRMAN RAGUSA: But none butt up to
20 Linebaugh.

21 MR. CHESNEY: Well, some butt up to
22 Montague.

23 CHAIRMAN RAGUSA: Yeah, but you don't --

24 MR. CHESNEY: I'm very familiar with a
25 high traffic one on Montague.

1 resolution?

2 MR. SNIZIK: My perspective is I would
3 like to see a fixed gate there.

4 CHAIRMAN RAGUSA: A fixed fence, you
5 mean.

6 MR. SNIZIK: A fixed fence, yes. It's
7 -- I just -- I see this moving forward where
8 you guys are sitting here in four months and
9 three other residents petition for their
10 version of the keys. And where does it end?

11 MR. CHESNEY: That's what I'm trying to
12 understand.

13 MR. SNIZIK: And the original idea here
14 is to restrict the access, to keep the foot
15 traffic between the two homes or eliminate it;
16 and putting a gate there is going to cause you
17 guys a whole bunch of meetings, and it causes
18 the original safety issue that I have not to
19 go away.

20 CHAIRMAN RAGUSA: Well, I think in terms
21 of a gate and a lock -- and this is just me --
22 I would think that there would be three gate
23 holders -- or key holders: You, the doctor,
24 and the CDD. I think we would supply a lock
25 that has keys that cannot be duplicated, and

1 CHAIRMAN RAGUSA: Yes.

2 MR. CHESNEY: So, I mean, are we going
3 to -- you know, because then we're taking the
4 policy that we're going to allow to close up
5 some of these. I guess I'm interested in your
6 opinion on --

7 MS. McCORMICK: I don't see an issue
8 from a legal standpoint --

9 MR. CHESNEY: Closing them.

10 MS. McCORMICK: -- with closing them and
11 providing keyed access, because this is not an
12 area that's intended for public use. So it's
13 -- you know, if it's CDD property that you
14 want to provide a key to some of the residents
15 that back up to that, I don't see a problem
16 with that.

17 MR. CHESNEY: Really? Okay. Because
18 that would have been something --

19 MR. RIVERA: Counsel makes a good point.

20 CHAIRMAN RAGUSA: Doug and Erin, would
21 you step out with them?

22 MR. CHESNEY: I mean, can you deny
23 access then?

24 CHAIRMAN RAGUSA: Are you willing to do
25 this? Are you willing to step out and reach a

1 that's the only way you can limit egress.

2 MR. CHESNEY: I -- I -- I -- I don't
3 mean to be a rabble-rouser all the time here,
4 but I know someone such as myself would
5 probably take it upon himself to come and ask
6 for a key, because that -- I know, you know,
7 if I had some free time, I probably would.

8 CHAIRMAN RAGUSA: And the board would
9 address your request on a case-by-case -- or
10 staff would on a case-by-case basis.

11 MS. McCORMICK: Is there -- but the
12 property that goes from where the CDD owns to
13 Linebaugh is not wholly owned by the CDD, is
14 it? It's owned by these two lot owners.

15 MR. SNIZIK: This piece here is CDD
16 property.

17 MS. McCORMICK: That's CDD property.
18 But all the way up to Linebaugh is --

19 MR. ZEIGLER: There is no CDD easement
20 through there.

21 MS. McCORMICK: There's no CDD
22 easement.

23 MR. ZEIGLER: That's a county easement
24 for drainage. Correct?

25 MS. McCORMICK: Right. There's --

Page 45

1 MR. MAYS: The front yard?

2 MR. ZEIGLER: Yes.

3 MR. MAYS: Yes, that's county easement.

4 MS. McCORMICK: So the CDD does not own

5 access all the way to Linebaugh.

6 CHAIRMAN RAGUSA: (Moves head up and

7 down.)

8 MR. CHESNEY: How is that relevant?

9 MS. McCORMICK: Because there is no -- I

10 mean --

11 MR. SNIZIK: Whoops.

12 CHAIRMAN RAGUSA: Let's go back one.

13 Are you talking about this area, Erin?

14 MS. McCORMICK: I'm talking about the

15 red-dashed line that goes in between the two

16 houses.

17 MR. CHESNEY: Well, that's the -- that's

18 their property.

19 MS. McCORMICK: That's their property.

20 We don't --

21 MR. CHESNEY: Correct. We're not

22 talking about putting a fence up there. We're

23 talking about putting it that way.

24 MS. McCORMICK: You're talking about --

25 right. Right.

Page 46

1 MR. SNIZIK: She's talking about right

2 there at the pinch point --

3 MR. BARRETT: She talking access to

4 keys.

5 MS. McCORMICK: So going from Linebaugh

6 up to where the gate is going to be, is that

7 -- is all of that CDD easement? It's not, is

8 it?

9 MR. CHESNEY: I think it is.

10 MS. McCORMICK: It is.

11 MR. MAYS: Yes.

12 MR. SNIZIK: This here.

13 MS. WHYTE: It is.

14 MR. SNIZIK: It's my understanding it's

15 all CDD easement.

16 MR. ARGUS: And the fence is on CDD

17 property?

18 MR. SNIZIK: Yes.

19 MR. CHESNEY: I remember we put up one

20 fence so far, to talk about it, and we put up

21 a fixed fence, and it was our fence. I don't

22 remember exactly how it got paid, but I mean,

23 I don't see how you can give a gate to anyone

24 without, like I said, someone with some free

25 time coming and requesting a key.

Page 47

1 MR. ZEIGLER: Doug, in your opinion,

2 what size gate would be able to be put there

3 with how little room you have to work?

4 MR. MAYS: You can probably only get

5 about a three-foot gate in there, 36-inch,

6 typical size.

7 MR. ZEIGLER: But that's going to put

8 you right to the edge of the pond, isn't it?

9 MR. MAYS: Yeah.

10 CHAIRMAN RAGUSA: Isn't that the goal?

11 MR. ZEIGLER: The gate, I'm talking

12 about just an access gate and --

13 MR. MAYS: A piece of -- because the

14 piece of fence actually was built to go over

15 into the lakes to keep people from going

16 around.

17 So the piece of fence is actually about

18 five feet long, custom built to keep people

19 from being able to go around, unless they're

20 going to get wet to do it.

21 MR. SNIZIK: During certain times of the

22 year, as we all know, that ponds go up and

23 down, and sometimes this area in here, where

24 it has a lot of tree roots, some of this does

25 get exposed.

Page 48

1 (Multiple speakers speaking at once.)

2 CHAIRMAN RAGUSA: All right. Does

3 anybody else want to give any input here on

4 this issue? I'm going to let the residents

5 decide what they want to do. If they want to

6 go out and step out, and we'll put them back

7 on the agenda when they're finished. See if

8 they can reach a resolution to this issue.

9 If they can't or if they not willing to

10 do that, I think it would be appropriate to

11 entertain motions. I guess we need to hear

12 from both residents, what you want to do.

13 MR. SNIZIK: My sense, I think we're at

14 an impasse.

15 DR. RAFIEIAN: My way of looking at it,

16 as I said, I'm trying to be fair as possible,

17 you know, to my -- you know, my convenience of

18 going through that area, my neighbors, and the

19 fact that I've lived there for all these

20 years, and I said, you know, put in a gate

21 with a fence, and I'll get a key; and as long

22 as the neighbors are notified that I'm not the

23 one that is blocking their pathway, if they

24 choose to go that route, I'm fine with that.

25 The fact that he doesn't want to go

<p style="text-align: right;">Page 49</p> <p>1 through the expense of putting fence on his 2 own property from that edge of point to his 3 wall to secure his house, that's his 4 decision. But why is he not willing to spend 5 the money for the thing that makes him secure 6 and convenience for himself? 7 If I want to be security of my own life, 8 then I will pay for it. I will pay for my 9 expense of whatever I want without 10 inconveniencing the neighbors. That's my 11 whole points. 12 I said, you know, if there was no other 13 way besides this and we knew this was a 14 security issue for hundred percent, then 15 that's fine; but he has a choice of going from 16 that point to his walk, he doesn't choose to 17 go that route because it's costing him money. 18 I'm sorry. But that's not the way it works. 19 If I want security, if I want some 20 changes, I'll do it on my own expense. Am I 21 being unfair? 22 MS. McCORMICK: I just want to -- after 23 considering what you were saying and also the 24 fact that that entire path to Linebaugh is 25 owned by the CDD, I think if we put a gate in</p>	<p style="text-align: right;">Page 51</p> <p>1 Linebaugh, and we just put the fence into the 2 lake? 3 MR. MAYS: Yes. The resident put the 4 -- in the -- because it was so wide and it was 5 an area that we had to maintain, the board 6 requested that he put a big enough, large 7 enough fence to get the equipment through. So 8 that one was given a gate. 9 MR. CHESNEY: Well, we don't -- well, it 10 has a gate, but that's for us. 11 MR. MAYS: Right. 12 MR. CHESNEY: Yeah. 13 MR. MAYS: Not to give keys to 14 residents. 15 MR. CHESNEY: Yeah. Yeah, that I know. 16 I was trying to understand what -- what 17 precedent we have set for, you know, blocking 18 access to areas. And, yeah, I don't see a 19 problem with building fences on our property. 20 MR. MAYS: That was because we didn't 21 have access for maintenance. And as I told 22 the board, we have access around the other 23 side of the lake, so we have access, depending 24 on what the board decides. 25 CHAIRMAN RAGUSA: Are they running</p>
<p style="text-align: right;">Page 50</p> <p>1 there and somebody were to press the issue of 2 wanting to have a gate, I'm not sure that we 3 could selectively just allow access for the 4 residents that -- those three residents and 5 deny a key to other people, if it's, in fact, 6 being used as public pathway by several people 7 already. 8 CHAIRMAN RAGUSA: How is it any 9 different than a gated community? 10 MS. McCORMICK: Well, I think the issue 11 is -- 12 MR. CHESNEY: Well, I can tell you that. 13 MS. McCORMICK: -- what is owned by the 14 CDD, and in this particular case in the fact 15 this pathway is owned by the CDD. 16 CHAIRMAN RAGUSA: Okay. 17 MR. CHESNEY: Can I ask one more 18 question just to help me? Doug, this is to 19 you. The first time we -- we've only done 20 this once before, we helped block access to a 21 point. What was the fence there? That was 22 the one on -- is that Radcliffe? 23 MR. MAYS: Yes. 24 MR. CHESNEY: And where -- that's a 25 similar thing? They were going off of</p>	<p style="text-align: right;">Page 52</p> <p>1 Gators over the doctor's property? 2 MR. MAYS: There was an aquatics vehicle 3 that was going over. Like I said, I went over 4 there and talked to our aquatics team, and 5 they stopped that. 6 CHAIRMAN RAGUSA: Was it a Gator or a 7 truck? 8 MR. MAYS: It was a four-wheeler. 9 CHAIRMAN RAGUSA: Okay. 10 MR. ZEIGLER: Doug, in your opinion, is 11 that pathway safe to walk on for all ages? 12 MR. MAYS: To be honest with you, I 13 wouldn't want my 77-year-old mother cutting 14 through there, but I don't know the condition 15 of his mother. Maybe she's, you know, a super 16 hero or something, but -- 17 MR. CHESNEY: She (inaudible). 18 MR. MAYS: You know, if she can walk to 19 Publix, she can do better than my mother. 20 CHAIRMAN RAGUSA: Mr. Ross. 21 MR. ROSS: If I can make a motion to 22 move this towards resolution. Before I make 23 the motion, I would like to leap-frog off the 24 comments that you made, Mr. Ragusa. 25 This isn't a matter of whether</p>

<p style="text-align: right;">Page 53</p> <p>1 homeowners are being unreasonable or unfair. 2 They have the interest that they perceive to 3 be important. That's okay. 4 We all subjectively value our own 5 interests, and so I don't see this as a 6 neighbor-versus-neighbor issue. I see this as 7 a CDD taking care of its property issue. And 8 like any other property we have, if after five 9 years, ten years, 15 years we become aware of 10 a potentially unsafe condition, we say, "You 11 can't access it," and we say, "We're going to 12 protect the public." 13 And we don't give the public the right 14 to say, "Well, I'm going to assume that risk." 15 We don't say, "The teeter-totter is unsafe. 16 The kids can go on it if you want to." We 17 say, "No, you can't go on it." 18 If we know there is some other unsafe 19 condition, we go out and we either fix it or 20 restrict access. To me, this seems precisely 21 that kind of issue. 22 And my motion is we install a fence that 23 precludes people from traversing along that 24 unsafe situation -- or potentially unsafe 25 condition.</p>	<p style="text-align: right;">Page 55</p> <p>1 I'm guessing at this point, to be quite 2 honest. But there is definitely a slope 3 down. And the way that the trees are grown 4 up, quite honestly, if you were in a car on 5 Linebaugh, you would really have to look to 6 see it, which is, you know, very discreet 7 and -- 8 CHAIRMAN RAGUSA: Well, do you want it 9 to be discreet, or do you want it highly 10 visible to tell the whole world you can't come 11 walking back here? 12 MR. SNIZIK: Somebody walking on the 13 path here, if they decided they wanted to come 14 this way, would see the fence. If you were in 15 a car traveling along Linebaugh, you would 16 really have to look for it to see. 17 But certainly a pedestrian walking on 18 the pathway here, if they had their -- if they 19 were thinking about cutting through here and 20 they would see the fence, quite honestly, you 21 can see it from -- you can see it from taking 22 three steps down here, and it would be very 23 clear that the path was blocked. 24 CHAIRMAN RAGUSA: We have a motion. Do 25 we have a second?</p>
<p style="text-align: right;">Page 54</p> <p>1 MR. CHESNEY: Can I ask a clarification? 2 Can you go back to that overview? You keep 3 showing this. The overview is much more 4 helpful. 5 So is there a reason why, if you were to 6 -- the motion was accepted, I mean, why is the 7 fence going there versus going here or 8 somewhere else? 9 MR. SNIZIK: Purely an issue of cost. 10 It's the pinch point is three feet if you come 11 back here and -- 12 CHAIRMAN RAGUSA: If you look up there, 13 you see how wide it is. 14 MR. SNIZIK: You're talking about 40, 50 15 feet worth of fence. And, quite honestly, 16 from my perspective, if you're out on 17 Linebaugh and you put the fence there, you 18 can't even see it, because this slips 19 downward. 20 It's a little difficult to see from this 21 photograph. The pitch of the ground slopes, 22 you know, obviously towards the water, but the 23 -- probably the difference in height from the 24 pathway here down to the lake is probably five 25 feet.</p>	<p style="text-align: right;">Page 56</p> <p>1 MR. ARGUS: I'll second it. 2 CHAIRMAN RAGUSA: Okay. Discussion 3 now. 4 MR. ZEIGLER: What about, Doug, 5 remaining maintenance to the property 6 adjoining between the two neighbors? You 7 know, would you be able to get to the area on 8 the pond after the fence, should it be put 9 up? 10 MR. MAYS: If we had to? You can't see 11 it because of the pine trees over on the 12 backside of the property. It's probably about 13 an eight-to-ten-foot easement that we 14 maintain on the other side of the lake that we 15 -- so they can come through that direction and 16 maintain, so -- 17 MR. ZEIGLER: So you would be blocked by 18 those shrubs going up to the waterway. 19 MR. MAYS: Well, that would have to be 20 removed. 21 MR. ARGUS: With those -- yeah, those -- 22 MR. ZEIGLER: So those would have to 23 come out? 24 MR. MAYS: Yeah. 25 MR. CHESNEY: What is the cost of the</p>

<p style="text-align: right;">Page 57</p> <p>1 fence?</p> <p>2 MR. MAYS: 800 -- 780 --</p> <p>3 MS. WHYTE: Probably about \$800.</p> <p>4 MR. MAYS: 780.</p> <p>5 MR. CHESNEY: \$800. And the homeowners</p> <p>6 agreed to pay for the fence?</p> <p>7 MR. SNIZIK: I agreed to pay for it.</p> <p>8 MR. CHESNEY: Okay. The one we did</p> <p>9 before, did we pay for it?</p> <p>10 MR. MAYS: The homeowner paid for that</p> <p>11 one, too.</p> <p>12 MR. CHESNEY: Why did the homeowners pay</p> <p>13 for these?</p> <p>14 MR. SNIZIK: Well, that's where we were</p> <p>15 last January. I obviously made an offer to</p> <p>16 have you guys pay for it, but that's the</p> <p>17 agreement we came to last January, and I fully</p> <p>18 intend to honor it.</p> <p>19 MR. CHESNEY: Do you remember my vote</p> <p>20 last January?</p> <p>21 CHAIRMAN RAGUSA: I think if that -- if</p> <p>22 this motion passes, I think the second motion</p> <p>23 needs to be who pays for it, because if your</p> <p>24 motion passes, I don't know that that's a</p> <p>25 burden that the homeowner should pay actually.</p>	<p style="text-align: right;">Page 59</p> <p>1 and that's okay.</p> <p>2 I don't think we should beat ourselves</p> <p>3 up that we've spent an incredible amount of</p> <p>4 time on this issue. Hopefully, we'll end up</p> <p>5 with the right result.</p> <p>6 I mean, I stand by my motion, that, to</p> <p>7 me, it's just so obvious. If it's a potential</p> <p>8 safety issue, yeah, you block it off, and now</p> <p>9 that Mr. Ragusa's raised the point, I happen</p> <p>10 to agree with him. I will certainly accept</p> <p>11 any offered amendment that, to be clear on the</p> <p>12 record, that it's at the CDD expense.</p> <p>13 We don't want to be haggling over the</p> <p>14 cost of a safety issue. That's a bad -- in my</p> <p>15 view, that's a bad policy approach.</p> <p>16 MR. ARGUS: A quick question. Doug, the</p> <p>17 little five-foot fence where it was placed, is</p> <p>18 that in your opinion and staff's opinion the</p> <p>19 best place for it, or should it be closer to</p> <p>20 Linebaugh, or what are your recommendations?</p> <p>21 MR. MAYS: Well, if you put it closer in</p> <p>22 this direction, people are going to come from</p> <p>23 the east side heading west on the property,</p> <p>24 and get over there and say, "Oops, I can't get</p> <p>25 through here now," so they've got to turn</p>
<p style="text-align: right;">Page 58</p> <p>1 MR. ARGUS: The way the motion is</p> <p>2 worded, we recognize it as a safety issue.</p> <p>3 I'm not sure that --</p> <p>4 CHAIRMAN RAGUSA: Potential safety</p> <p>5 issue.</p> <p>6 MR. ARGUS: A potential safety issue,</p> <p>7 and I'm not sure -- I don't recall any other</p> <p>8 potential safety issues we had residents pay</p> <p>9 for to correct.</p> <p>10 CHAIRMAN RAGUSA: That's why we may need</p> <p>11 a second motion.</p> <p>12 MR. CHESNEY: I have to think about</p> <p>13 this, because, I mean, there's lots of these</p> <p>14 areas.</p> <p>15 Are we going to go around -- I'm really</p> <p>16 on the fence on -- pardon the expression on</p> <p>17 this. And I'm serious. I'm looking for some</p> <p>18 guidance, because, I mean, we have lots of</p> <p>19 these issues, I mean, where people make their</p> <p>20 own ingress and egress and --</p> <p>21 MR. ROSS: Just to jump in on what</p> <p>22 you're suggesting, I think that's why the</p> <p>23 process works. These deliberations help us</p> <p>24 all refocus and refocus and refocus on the</p> <p>25 issue, and so the right solution comes about,</p>	<p style="text-align: right;">Page 60</p> <p>1 around, so --</p> <p>2 MR. ARGUS: But they'd only do that</p> <p>3 once.</p> <p>4 MR. MAYS: It would be -- right, they'll</p> <p>5 only do that once. That's the only problem it</p> <p>6 will cause. So once they see it there, then</p> <p>7 they won't have access through there any</p> <p>8 longer, so --</p> <p>9 MR. ARGUS: So your recommendation of</p> <p>10 placement would be where?</p> <p>11 MR. MAYS: I would either put it on that</p> <p>12 corner or one post over, this way.</p> <p>13 MR. SNIZIK: You're thinking right</p> <p>14 here?</p> <p>15 MR. MAYS: It really doesn't matter.</p> <p>16 It's easier for maintenance to go all the way</p> <p>17 to the end.</p> <p>18 MR. ARGUS: Okay. Thank you.</p> <p>19 MR. ROSS: So the record is clear, I'm</p> <p>20 not suggesting the location. I believe the</p> <p>21 location is a staff decision.</p> <p>22 MR. CHESNEY: I agree.</p> <p>23 MR. ARGUS: Right.</p> <p>24 MR. ROSS: I don't want to get into</p> <p>25 that.</p>

1 MR. CHESNEY: All right.
 2 MR. ZEIGLER: Would the motion also have
 3 to include the cleaning of those -- the
 4 philodendrons there?
 5 CHAIRMAN RAGUSA: That should be a
 6 second motion, if the first one passes.
 7 MR. ROSS: Yeah, I'm not prepared to
 8 address that. But I am willing to -- if that
 9 was a requested amendment that it should be
 10 clear it's at CDD expense, I'm willing to
 11 accept that.
 12 CHAIRMAN RAGUSA: Mr. Argus.
 13 MR. ARGUS: I'll accept that.
 14 CHAIRMAN RAGUSA: Any further
 15 discussion? I'll take resident input again.
 16 DR. RAFIEIAN: I still don't understand
 17 where this safety issue all of a sudden came
 18 from. This property, I don't see any
 19 difference for the last 13 years as far as the
 20 width of this access, with the stops being
 21 there with maintenance, with any -- I've not
 22 heard anybody coming through and hurting
 23 themselves.
 24 So I don't understand where all of a
 25 sudden this safety issue is coming about, that

1 we need to fence off that area because people
 2 may get hurt themselves. I don't understand
 3 where that come from that.
 4 If that came from the fact that my
 5 neighbor is not willing to put a gate up to
 6 secure his own house, if he wish to, at his
 7 own expense. And that's what I don't
 8 understand.
 9 Why not him put in a fence from that
 10 access point of his wall, all the way to that
 11 edge, and that would be the end of it? So am
 12 I saying that if it's -- if I want some
 13 security, I'll put the fence up myself and pay
 14 it for myself from my own pocket.
 15 Why the CDD is paying and I am paying
 16 part of it for making him for what he thinks
 17 is more security, because he thinks people
 18 come in and -- they went to his house and they
 19 stole something. I feel bad for it. But
 20 who's going to say that that's where they're
 21 coming from?
 22 Really, there is no way -- and why this
 23 hasn't been an issue for last 13 years, the
 24 safety, one, and the security, number two?
 25 And I've lived there. My house is more

1 vulnerable than his house right there, and
 2 I've had no issues.
 3 CHAIRMAN RAGUSA: Mr. Ross.
 4 MR. ROSS: Since it's my motion, I'd
 5 love the opportunity to respond to your
 6 question.
 7 DR. RAFIEIAN: Sure.
 8 MR. ROSS: My motion isn't based on the
 9 issue of security. My motion is based on the
 10 issue of safety. And I understand, from your
 11 perspective, you see it as this issue is now
 12 before us because of the efforts of your
 13 neighbor, and you might even suggest his
 14 efforts are poorly intended. I can't get into
 15 that.
 16 I don't know whether they are poorly
 17 intended or not, but what we have the
 18 responsibility of is making sure we maintain
 19 and properly care for all of the property of
 20 the district within Westchase's boundaries.
 21 And whether an issue comes to us immediately,
 22 whether it comes up five years later, ten
 23 years later or 15 years later, I wouldn't call
 24 it all of a sudden, just, for whatever reason,
 25 many number of issues may come before us; and

1 once we're aware of them, it would almost be a
 2 improper discharge of our responsibility if we
 3 don't take up that issue.
 4 And so what I'm honing in on my motion
 5 is, in the professional opinion of our staff,
 6 they believe that's a potentially unsafe walk
 7 area, that someone could trip, they could
 8 fall, they could hit their head on the fence,
 9 they could fall into the pond, any number of
 10 issues. And I see that as the kind of thing
 11 we deal with, frankly, on a month-to-month
 12 basis.
 13 It's our responsibility -- our legal
 14 responsibility to make sure if we become aware
 15 of a potentially unsafe situation, that we
 16 address it, and I don't see it as anything
 17 more or less than that.
 18 I respect that you have a different
 19 viewpoint. You see it as your family has
 20 traversed that for 13 years.
 21 DR. RAFIEIAN: Uh-huh.
 22 MR. ROSS: I have to look at it as, what
 23 happens if somebody else says, "Well, I saw
 24 somebody else walking that path. I can do
 25 that, too." And they don't realize it's got

1 roots and other plant material that makes it a
2 little unsteady or unsafe.

3 So I have to see it from a broader
4 perspective, and it's not that you're wrong or
5 that you're unreasonable. It's just that
6 I have a different opinion.

7 DR. RAFIEIAN: I understand that. But if
8 that security -- or the safety issue, why that
9 safety issue is not taken care of? What is
10 the problem, that there are some stumps there,
11 or the pathway is too narrow?

12 But adding some material in there, you
13 can make it more safe, if that's the issue of
14 safety. That is my -- is it that expensive to
15 say, oh, is it impossible to, you know, add
16 some more dirt to make it more level so for
17 the convenience of even the maintenance people
18 to come and go around the whole pond, instead
19 of going in one direction and coming back and
20 facing a gate or a fence, and go back again?

21 So that makes no sense to me. I'm
22 looking at three feet. Okay. Add some dirt
23 to it and it become four feet and just get rid
24 of some of the stumps.

25 MR. ROSS: I don't want to keep debating

1 it, because we have different viewpoints.

2 DR. RAFIEIAN: Right.

3 MR. ROSS: And you think there are lots
4 of other options to address it. I happen to
5 think that the basis of my motion is the best
6 option, and whether I'm right or wrong --
7 we're going to take a vote in a moment -- I
8 just have a different viewpoint.

9 DR. RAFIEIAN: Well, I have to tell what
10 I feel about the whole situation.

11 MR. ROSS: Sure. I understand that. I
12 understand that.

13 CHAIRMAN RAGUSA: Any further
14 discussion?

15 (No response.)

16 CHAIRMAN RAGUSA: All in favor of the
17 motion please raise your hand.

18 (Board members signify in the
19 affirmative.)

20 CHAIRMAN RAGUSA: That motion passes.
21 (Motion passes.)

22 CHAIRMAN RAGUSA: All opposed raise your
23 hand. You have to vote one way or the other.

24 Are you voting for or against the
25 motion? It doesn't matter. The motion

1 passed.

2 MR. CHESNEY: I'm going to vote for it.

3 CHAIRMAN RAGUSA: That motion passes
4 four to one, with Supervisor Ragusa voted
5 against. Are there any follow-up --

6 MR. CHESNEY: May I ask why you voted
7 against?

8 CHAIRMAN RAGUSA: I think there is a
9 better resolution out there, I do. I
10 recognize the potential safety issue, but I
11 think there's a better solution. I'm not so
12 worried about access issues as -- I understand
13 your position. I just -- I think there is a
14 better solution out there.

15 MR. CHESNEY: I mean, I think that we
16 should be addressing access issues.

17 CHAIRMAN RAGUSA: Are there any follow-
18 up motions?

19 (No response.)

20 CHAIRMAN RAGUSA: We're going to have to
21 address the issue of, once the gate goes in
22 there, we're going to have -- what? -- about a
23 60-something-foot -- 60-something-foot gap
24 that we won't have access to because of a
25 gate, and the landscaping that's visible

1 there.

2 MR. CHESNEY: You can access on both
3 sides.

4 MR. ARGUS: No.

5 CHAIRMAN RAGUSA: No, you can't, because
6 you've got the doctor's landscaping that runs
7 from his property line to the water. You can
8 see it, the back of that --

9 MR. ARGUS: Across the CDD property.

10 MR. SNIZIK: Across the CDD property.

11 MR. CHESNEY: Well, is that vegetation
12 not consistent with what we normally plant
13 along the waterways?

14 MR. MAYS: Well, it grew out from the
15 doctor's hedge. Technically we do have a way
16 to get there because --

17 MR. CHESNEY: Machete?

18 MR. MAYS: No. The easement. They own
19 the property, but there is an easement, a
20 county easement.

21 MR. ARGUS: It's not a maintenance
22 easement. It's a --

23 MR. MAYS: That's how -- that's how we
24 maintain every lake in the community from that
25 county easement. If it's between -- over in

1 Brentford or the Estates, wherever we're at.
 2 MR. CHESNEY: We don't have a -- we
 3 don't have an actual normal --
 4 MR. MAYS: Some of the lakes, no.
 5 MR. CHESNEY: -- pond easement there?
 6 MR. MAYS: No pond easement.
 7 MS. McCORMICK: No.
 8 MR. MAYS: We've got county easements to
 9 a lot of our lakes.
 10 CHAIRMAN RAGUSA: I guess, from a
 11 practical standpoint, do you want to remove
 12 the landscaping, or do you want to have the
 13 aquatics folks access right between the two
 14 property lines like they obviously had, and
 15 they apparently broke some irrigation?
 16 DR. RAFIEIAN: Well, I trim them back.
 17 You know, I don't have any problem asking my
 18 landscaping guy to trim it back far enough
 19 that so the maintenance guys cannot disturb my
 20 property or come through my property.
 21 MR. RIVERA: To go through there.
 22 DR. RAFIEIAN: Yeah, to go through that
 23 area, yes, instead of coming through the side
 24 of my building.
 25 CHAIRMAN RAGUSA: So just so I can

1 visualize this, Doug, in order to get a
 2 360-degree access to that lake, they would
 3 have to go through the medical center parking
 4 lot and come all the way around the back side
 5 of the lake?
 6 MR. MAYS: Yeah, which they have to now
 7 anyway since we cannot use that access between
 8 the houses anyway.
 9 MR. CHESNEY: I'm just -- I -- I find it
 10 stunning that we don't have access to around
 11 the lake. We do in most other lakes. I mean,
 12 are you familiar with the easements around
 13 this lake?
 14 MS. McCORMICK: No. I would have to --
 15 I would have look at it, but I would think
 16 that would, too. But, I mean, they do, except
 17 for the fact that we're putting up that gate.
 18 Right?
 19 MR. ARGUS: No.
 20 CHAIRMAN RAGUSA: No.
 21 MR. CHESNEY: They're saying --
 22 CHAIRMAN RAGUSA: The doctor has
 23 landscaping. The vegetation --
 24 MS. McCORMICK: Right, that blocks off
 25 to the --

1 CHAIRMAN RAGUSA: -- goes all the way to
 2 the water.
 3 MS. McCORMICK: Right. So you have to
 4 get to the other --
 5 CHAIRMAN RAGUSA: So you have a gate
 6 coming in here, and you have landscaping here
 7 that blocks the section of the lake.
 8 MS. McCORMICK: Right. Right. So you
 9 would either have to go between the houses,
 10 and I don't know that the easement would --
 11 CHAIRMAN RAGUSA: See, that gives me a
 12 greater safety concern.
 13 MR. CHESNEY: The landscape is not
 14 supposed to be there. Right?
 15 CHAIRMAN RAGUSA: Correct.
 16 MR. ARGUS: Correct.
 17 MR. CHESNEY: So let's ignore that for a
 18 second. I mean, we have access to the edge of
 19 the lake all the way around?
 20 CHAIRMAN RAGUSA: No.
 21 DR. RAFIEIAN: No.
 22 MR. CHESNEY: Why? I don't understand.
 23 But the landscape is not supposed to be
 24 there.
 25 MR. ROSS: When you say "access," you

1 mean an easement?
 2 MR. CHESNEY: Yeah.
 3 MR. ROSS: An easement is what he meant.
 4 CHAIRMAN RAGUSA: We own it. We own it.
 5 MS. McCORMICK: We do have an easement
 6 around -- yeah -- the lake.
 7 MR. CHESNEY: Okay. That's fine. Then,
 8 yeah.
 9 CHAIRMAN RAGUSA: But my point is, we
 10 have a practical blockage of a window in
 11 there.
 12 MR. CHESNEY: I go by what I said
 13 before, a machete.
 14 MR. SNIZIK: You can kind of see it
 15 here. There is access around the back side of
 16 this, as I mentioned earlier.
 17 MR. CHESNEY: As someone who has also
 18 been here a long time, such as -- you can't
 19 allow people to plant within the easement, or
 20 then everyone will plant whatever they want in
 21 the easement.
 22 CHAIRMAN RAGUSA: Well, he understands.
 23 MR. CHESNEY: Okay. So it's not an
 24 issue for me. There's no motion necessary.
 25 It's not supposed to be there.

1 MR. ARGUS: Well --
 2 CHAIRMAN RAGUSA: You're asking the
 3 property owner to do something that they have
 4 done. You understand that you weren't
 5 supposed to put the landscaping in.
 6 DR. RAFIEIAN: It was there when I
 7 bought the house. It was extending out
 8 towards the water.
 9 CHAIRMAN RAGUSA: And many of us are in
 10 the same situation.
 11 DR. RAFIEIAN: And it needs to be
 12 trimmed back. That's no problem asking my
 13 maintenance guy to trim them back to clear
 14 that pathway that the maintenance guys would
 15 need to go all the way around the pond.
 16 CHAIRMAN RAGUSA: Doug, are you familiar
 17 with that?
 18 DR. RAFIEIAN: My understanding is they
 19 were coming from Linebaugh along the edge
 20 where the fence is going to go up. I thought
 21 that's where they're coming from till I find
 22 them on my property, and I found out that
 23 they're coming from on the both side of my
 24 house.
 25 And my property, they're coming in to

1 access. And then I questioned them, and
 2 Doug's saying they can come all the way from
 3 the other side and get stopped by the gate
 4 and then go back again the same way they came
 5 from.
 6 MR. CHESNEY: Yeah.
 7 DR. RAFIEIAN: And I'm saying that that
 8 fence that -- the three feet around the pond,
 9 I thought that's where they were supposed to
 10 be using anyways, but apparently they're not.
 11 So I have no problem trimming back down to the
 12 trees or the bushes that grow towards the lake
 13 all these 13 years.
 14 I'll have my landscaping -- but I never
 15 asked him to trim off that hedge, because I
 16 had no idea that it is hindering the access
 17 for the maintenance of that area.
 18 MR. RIVERA: So I guess the doctor can
 19 take care of the landscaping. Cut it back, so
 20 maintenance has access around the pond, at
 21 least to the fence, because the fence is going
 22 back in.
 23 So I just need to know, has a decision
 24 been made as to who is going pay for the
 25 fence, district property?

1 CHAIRMAN RAGUSA: The original motion
 2 was amended to include payment by the
 3 district.
 4 MR. RIVERA: Okay. By the district. I
 5 just wanted to hear what your decision was on
 6 that.
 7 MR. BARRETT: They voted on it.
 8 MR. RIVERA: Voted on the fence going
 9 back in.
 10 CHAIRMAN RAGUSA: There was an amendment
 11 that it would be at the CDD's expense.
 12 MR. RIVERA: Okay. So -- okay. So the
 13 fence is at CDD expense. We're done.
 14 CHAIRMAN RAGUSA: Mr. Argus.
 15 MR. ARGUS: Doctor, how long do you
 16 think it might take to clear out the
 17 vegetation?
 18 DR. RAFIEIAN: I don't have any problem
 19 the next time the landscaping people come up,
 20 I'll ask them to do it.
 21 MR. ARGUS: Okay. Thank you.
 22 MR. RIVERA: All right. Thank you.
 23 MR. ROSS: Thanks for coming down.
 24 MR. SNIZIK: Thanks.
 25 MR. ZEIGLER: He has a question.

1 CHAIRMAN RAGUSA: I'm sorry. Don
 2 MR. COSTELLO: Don Costello, 10304
 3 Millport Drive in Stamford. Since Mr. Snizik
 4 -- let's see if I can mispronounce your name --
 5 I apologize -- had agreed to pay for the fence,
 6 why are you putting the burden on everybody
 7 else and -- you know, on this thing?
 8 It would seem to me that you do charge
 9 -- charge residents for stuff that only
 10 affects the -- you charge people all the
 11 neighborhoods for the roads or for other
 12 things.
 13 Why is this any different? I think that
 14 the payment for the fence should be coming
 15 from Mr. Snizik.
 16 CHAIRMAN RAGUSA: Were you looking for
 17 an answer?
 18 MR. COSTELLO: Yeah.
 19 MR. ROSS: It's my motion. I'll tackle
 20 it.
 21 CHAIRMAN RAGUSA: Yeah, you're
 22 welcome --
 23 MR. ROSS: We have to ask that question
 24 on all the decisions we make all the time:
 25 What's the right way to go? And so, for me,

1 it was instinctual that, as I said, I don't
2 want to get into an issue of where I'm
3 negotiating the cost of safety.

4 If someone is going to contribute 880 or
5 whatever it is, we'll do it. If they don't
6 contribute, does that mean we won't do it. I
7 think you open up a path that's a dangerous
8 path.

9 It's not that I don't appreciate
10 whatever was the previous offer that he made a
11 year ago. Frankly, I don't have the memory
12 he does. I don't remember all the details. I
13 just know -- I firmly believe we've worked
14 through the process.

15 We've concluded it really was a safety
16 issue. If it's a safety issue, it's the
17 district's responsibility, and it's not
18 appropriate to send the message to anybody,
19 including ourselves and our staff, that that's
20 a financial negotiation. I just don't think
21 that's the right way to proceed.

22 MR. COSTELLO: It's not a financial
23 negotiation because you can always assess them
24 the charge.

25 CHAIRMAN RAGUSA: Not really.

1 MR. ROSS: I think this is a community-
2 wide issue. I don't know who was walking up
3 and down that path. And, frankly, the people
4 who are walking up there, they seem to be
5 pretty familiar with the path.

6 I'm worried about the kid for the first
7 time who says, "I didn't know there was a
8 cut-through, and I'm going to go through
9 there," and that's the person who gets
10 injured.

11 I see it as a broader exposure, not just
12 we're only talking about the safety of those
13 two houses.

14 MR. COSTELLO: Does the other board
15 members agree with his -- do you --

16 CHAIRMAN RAGUSA: Don, I'm going to cut
17 you off. I don't think --

18 MR. COSTELLO: I'm sorry.

19 CHAIRMAN RAGUSA: -- it's appropriate
20 for a resident to poll the board members on
21 why they voted.

22 MR. COSTELLO: I apologize. That's
23 fine.

24 CHAIRMAN RAGUSA: I respect you as a
25 very concerned citizen. I just don't think --

1 MR. COSTELLO: That's fine. Okay.
2 Okay.

3 CHAIRMAN RAGUSA: -- that's appropriate.

4 MR. COSTELLO: That's fine.

5 CHAIRMAN RAGUSA: Thanks.

6 MR. COSTELLO: All right.

7 CHAIRMAN RAGUSA: We're going to move
8 the engineer's report. We're going to get
9 Tonja on the line.

10 MS. WHYTE: Oh, sure. Our other guest
11 left. He had another commitment, one of our
12 speakers.

13 CHAIRMAN RAGUSA: Okay.

14 MS. WHYTE: So he probably will be back
15 at next month's meeting.

16 MR. CHESNEY: What was our other guest?

17 MS. WHYTE: He was a -- it was Murray's
18 Chicago Deli. He had called the office
19 yesterday. They are moving into the
20 neighborhood, and they were looking for some
21 suggestions on how to approach the board, and
22 he was seeing what they could do to benefit
23 the community. They were looking for some
24 guidance.

25 MR. CHESNEY: Go to the HOA.

1 MS. WHYTE: I know, but I was hoping you
2 guys would direct them in the right direction.
3 I was kind of hoping you would, yourselves, so
4 that's why --

5 MR. ROSS: He can help us by bringing
6 -- bringing stuff, so --

7 MS. WHYTE: He was planning on doing
8 that next month.

9 (Ms. Stewart appears telephonically.)

10 CHAIRMAN RAGUSA: Tonja, are you there?

11 MS. STEWART: I'm here.

12 CHAIRMAN RAGUSA: We're going to shift
13 to the engineer's report. Are you ready?

14 MS. STEWART: I'm ready.

15 CHAIRMAN RAGUSA: Thank you. Go ahead.

16 MS. STEWART: I believe that Sonny and
17 Doug may have distributed a report, and one of
18 the things that I wanted to follow up on is to
19 be able to let the board know that I'm working
20 on the final contract for both the paving work
21 and the drainage improvements for Saville
22 Rowe.

23 The good news is I solicited some
24 additional bids for the drainage work, and the
25 bids did come in at about \$12,000, so at the

1 last meeting we were going to be over what was
2 allocated for funding, and now we're below
3 what's allowed for funding.

4 So I just need the board to understand
5 that I'm going to finalize contracts that
6 allow the chairman to sign upon completion.
7 I have a preconstruction meeting scheduled
8 with the drainage contractor on Friday.

9 So I just wanted to let the board know
10 that, you know, we are moving forward. I've
11 been in communication with Folkert so that we
12 can coordinate with him.

13 So if you have any questions, I'd be
14 happy to answer them, but I just want to make
15 sure that the chairman is available to sign
16 the final contract.

17 MR. CHESNEY: Tonja, I have -- this is
18 Greg Chesney. I have a question. I just want
19 to understand. So the total is forty seven
20 eight thirty. What is this \$9200 statement
21 down here under "Operational Cost"?

22 MS. STEWART: Hold on a minute. Let me
23 get it. There's one group, that is how much
24 it's actually going to cost for the contract.
25 Then below it is how much is available through

1 MS. WHYTE: So that is the ninety-two-
2 hundred-some-odd dollars that we're going to
3 need for operating expense for this year.

4 MR. CHESNEY: Gotcha. I understand.
5 But it doesn't matter because it's still below
6 fifty six. Fifty six minus forty seven,
7 you're real close. Okay. I got it.

8 CHAIRMAN RAGUSA: Tonja, are you asking
9 us to take action?

10 MR. ARGUS: But there's still \$714.

11 MR. CHESNEY: Yeah. Okay.

12 CHAIRMAN RAGUSA: Tonja?

13 MS. STEWART: I'm here. Sorry.

14 CHAIRMAN RAGUSA: I don't see that we
15 need to take action on anything, do we?

16 MS. STEWART: We do. We do have two
17 contracts, one for ACPLM for the paving and
18 then one for Site Masters of Florida, which is
19 for the drainage work, which is 18,500.

20 I would like to be able to move forward
21 with both of those projects. I do need to get
22 our standard CDD contract in order to get
23 their certificate of insurance and everything,
24 but that's why I wanted the board to take
25 action so that I can just get the chair to

1 the two funds. You've got the reserve fund.

2 MR. CHESNEY: I understand that.

3 MS. STEWART: And then the general fund.

4 MR. CHESNEY: No. I understand that.

5 MS. STEWART: Okay.

6 MR. CHESNEY: What I'm saying is, you
7 write down here the total cost. It's forty
8 seven eight thirty. And then you write, "I
9 understand that there will be approximately
10 \$9200 of operational costs, so I'll have to
11 reduce the allowance for the
12 sodding/irrigation repairs \$714." I don't
13 understand what that means.

14 MS. STEWART: In other words -- and
15 Sonny may be able to speak to this -- there
16 were some monies that were needed for the 2014
17 street lighting or something. There were some
18 operational costs in order to get through
19 2014. Okay?

20 MR. CHESNEY: Electricity probably.

21 MS. STEWART: So that's 9200.

22 MS. WHYTE: It's the assessment -- we're
23 not assessing them for it because of the
24 revenue that they have.

25 MR. CHESNEY: Oh, that's right --

1 sign the contracts and get that completed.

2 CHAIRMAN RAGUSA: You haven't looked at
3 them, have you?

4 MS. McCORMICK: I haven't --

5 MS. STEWART: I know the board did
6 approve, you know, the work to be done at the
7 last month's meeting, but I just wanted to get
8 the contracts signed with these people.

9 CHAIRMAN RAGUSA: Okay. It's my
10 understanding that in order to proceed
11 forward, you need the asphalt and the site
12 work contracts executed, but they would
13 actually be in the form that the CDD
14 historically uses, not in what we have in
15 front of us today?

16 MS. STEWART: Correct.

17 CHAIRMAN RAGUSA: So you need approval.

18 MS. McCORMICK: Yes. And, Tonja, will
19 you -- because I haven't seen that, would you
20 forward them to me just to review before they
21 get executed, if the board approves this
22 today?

23 MS. STEWART: And I can send Erin a
24 copy. Erin, it's the standard contract that
25 we've been using for the previous work, too.

<p style="text-align: right;">Page 85</p> <p>1 MS. McCORMICK: Okay. That would be</p> <p>2 great.</p> <p>3 MR. CHESNEY: Is a completion bond</p> <p>4 included in this, or do we pay after the</p> <p>5 fact? We don't have to pay up front, do we?</p> <p>6 MS. STEWART: No, we do not pay up</p> <p>7 front.</p> <p>8 MR. CHESNEY: Okay. That's fine.</p> <p>9 CHAIRMAN RAGUSA: All right. Then we</p> <p>10 would need approval for the CDD to execute a</p> <p>11 contract with CPLM in the amount of \$22,930</p> <p>12 for the asphalt work in Saville Rowe.</p> <p>13 Mr. Argus.</p> <p>14 MR. ARGUS: I will make a motion, but</p> <p>15 before I do, what are the numbers handwritten</p> <p>16 down at the bottom, 22,316 on the first page,</p> <p>17 and the 34,000 on the last page? What's that</p> <p>18 about?</p> <p>19 CHAIRMAN RAGUSA: Those are the original</p> <p>20 prices, I think.</p> <p>21 MR. ARGUS: Okay. Thank you. And it's</p> <p>22 also my understanding from last month's</p> <p>23 meeting that, if necessary, we would consider</p> <p>24 borrowing money from next year's budget or</p> <p>25 essentially fund everything and have them pay</p>	<p style="text-align: right;">Page 87</p> <p>1 the chair would be authorized to execute that</p> <p>2 contract after the engineer and counsel have</p> <p>3 approved this thing?</p> <p>4 MR. ARGUS: That was implied.</p> <p>5 CHAIRMAN RAGUSA: Thank you. All in</p> <p>6 favor of the motion please raise your hand.</p> <p>7 (All board members signify in the</p> <p>8 affirmative.)</p> <p>9 CHAIRMAN RAGUSA: That motion passes</p> <p>10 five to nothing.</p> <p>11 (Motion passes.)</p> <p>12 CHAIRMAN RAGUSA: Do we have a similar</p> <p>13 motion for Site Masters of Florida, LLC?</p> <p>14 MR. ARGUS: Sure. Why not? I make that</p> <p>15 motion.</p> <p>16 CHAIRMAN RAGUSA: Okay.</p> <p>17 MR. ARGUS: What happens if we don't?</p> <p>18 MR. CHESNEY: You get one contract and</p> <p>19 not the other.</p> <p>20 MR. ARGUS: Okay.</p> <p>21 CHAIRMAN RAGUSA: We're like the federal</p> <p>22 government.</p> <p>23 MR. ARGUS: Yeah. Yeah, I'll make that</p> <p>24 motion with the same conditions and</p> <p>25 inclusions.</p>
<p style="text-align: right;">Page 86</p> <p>1 us back next year.</p> <p>2 MS. McCORMICK: Right.</p> <p>3 MR. CHESNEY: We're only \$700 short.</p> <p>4 MR. ARGUS: \$700, yes. But as opposed</p> <p>5 to having Tonja try to find \$700 in savings</p> <p>6 somewhere, I would rather have her spend the</p> <p>7 time somewhere else.</p> <p>8 I will have a motion that we accept the</p> <p>9 ACPLM bid not to exceed \$25,000 under the</p> <p>10 standard form and whatnot approved by Erin.</p> <p>11 CHAIRMAN RAGUSA: Why 25,000?</p> <p>12 MR. ARGUS: That's a nice round number.</p> <p>13 Do you want it \$22,930 exactly?</p> <p>14 CHAIRMAN RAGUSA: Yes.</p> <p>15 MR. ARGUS: Okay. We generally have a</p> <p>16 -- use a not-to-exceed, but if you want an</p> <p>17 exact number, I'll --</p> <p>18 CHAIRMAN RAGUSA: We're accepting --</p> <p>19 we're accepting a finite proposal.</p> <p>20 MR. ARGUS: Okay. Then I'll modify that</p> <p>21 to \$22,930.</p> <p>22 CHAIRMAN RAGUSA: Do we have a second?</p> <p>23 MR. ZEIGLER: Second.</p> <p>24 CHAIRMAN RAGUSA: Any further</p> <p>25 discussion? I guess ancillary to that is that</p>	<p style="text-align: right;">Page 88</p> <p>1 CHAIRMAN RAGUSA: Okay. So Mr. Argus</p> <p>2 has made a motion to approve the CDD accepting</p> <p>3 the proposal from Site Masters of Florida, LLC</p> <p>4 for the drainage work in the amount of</p> <p>5 \$18,500, subject to that being recorded and</p> <p>6 memorialized in a CDD-approved contract</p> <p>7 approved by engineer and counsel and with the</p> <p>8 chair being authorized to execute that</p> <p>9 contract after approval from the</p> <p>10 professionals.</p> <p>11 Do we have a second?</p> <p>12 MR. ZEIGLER: Second.</p> <p>13 CHAIRMAN RAGUSA: Any further</p> <p>14 discussion?</p> <p>15 (No response.)</p> <p>16 CHAIRMAN RAGUSA: All in favor please</p> <p>17 raise your hand.</p> <p>18 (All board members signify in the</p> <p>19 affirmative.)</p> <p>20 CHAIRMAN RAGUSA: That motion passes</p> <p>21 five to nothing as well.</p> <p>22 (Motion passes.)</p> <p>23 CHAIRMAN RAGUSA: Anything else, Tonja?</p> <p>24 MS. STEWART: No. That should do it.</p> <p>25 Thank you very much.</p>

1 CHAIRMAN RAGUSA: Thank you.
 2 MR. ARGUS: The Harbor Links lights is
 3 not her?
 4 CHAIRMAN RAGUSA: No. We're in the
 5 accounting stages now.
 6 MR. ARGUS: Okay.
 7 (Ms. Steward exits the meeting.)
 8 CHAIRMAN RAGUSA: All right. Manager's
 9 report.
 10 MR. MENDENHALL: Okay. I have a couple
 11 of items. The first item that I wanted to
 12 talk about was the memo that I had sent around
 13 regarding the employee benefits. I had a
 14 chance to -- sorry. I had a chance to update
 15 it and speak to staff. And so the document
 16 you have now is based on what we discussed at
 17 the meeting, my discussions with staff and
 18 some clarification updates.
 19 MR. CHESNEY: Is that in here, or is
 20 that just in the agenda package?
 21 CHAIRMAN RAGUSA: It's a separate
 22 document.
 23 MR. MENDENHALL: (Inaudible). Sorry.
 24 Do you want me to resend it to you?
 25 MR. CHESNEY: No. I got it.

1 MR. MENDENHALL: So some of the -- and I
 2 went back and reviewed the meeting minutes
 3 from the last meeting to make sure that I
 4 captured everything because there was some --
 5 there were some changes, obviously.
 6 Some of the key points, the vacation
 7 time -- and also just to give you some
 8 additional information. Vacation time
 9 currently is accumulated based on the hire
 10 date of the individual.
 11 So, in other words, if the person was
 12 hired on March 1st, then their vacation starts
 13 accruing from March 1st of each year. It
 14 doesn't have to be that way. I'm just letting
 15 you know how it is currently. And the reason
 16 I bring that up is because sick time is
 17 currently accruing -- or accruing at a
 18 different time. That is being done on a
 19 yearly basis, not a fiscal year, but January 1
 20 to December 31st.
 21 Once again, it doesn't have to be that
 22 way. That's just how historically it's been
 23 done since before I was here. So I wanted to
 24 point that out to you as just an additional
 25 point.

1 We talked about -- one of the biggest
 2 discussions was sick time and how the sick
 3 time and accumulated sick time was going to be
 4 handled. The outcome of the last meeting was
 5 you wanted to have five sick days per year.
 6 The sick days would accumulate
 7 indefinitely, but there would be no pay-out at
 8 the end. So that's -- that's in here,
 9 obviously, as well you have a situation --
 10 MR. ARGUS: You said five sick days per
 11 year? I thought it was more than that, but
 12 they could carry over five.
 13 MR. MENDENHALL: It was -- I went back
 14 and checked the meeting minutes --
 15 MR. ARGUS: Sure.
 16 MR. MENDENHALL: -- because I was
 17 definitely confused, because we had talked
 18 about a lot of things. It specifically says
 19 five days per year, accumulate indefinitely.
 20 The reason being was for --
 21 MR. ARGUS: I agree with that.
 22 MR. MENDENHALL: Yeah.
 23 MR. ARGUS: But I thought it was still
 24 eight days a year that they get, but five to
 25 be accumulated.

1 MR. MENDENHALL: That's not, at least,
 2 what the minutes reflected.
 3 MR. ARGUS: That's how I read the
 4 minutes.
 5 MR. MENDENHALL: I had the same thing.
 6 I had eight days as well, but then I looked
 7 back and it said specifically five days.
 8 Somebody -- I think maybe Brian mentioned that
 9 it was. If not -- I could be wrong. I seemed
 10 to recall somebody, and I thought it was Brian
 11 mentioned it.
 12 Five days is usually standard, and I
 13 think I weighed in on that as well, but
 14 typically it is five days per year.
 15 MR. MAYS: I think what it might be is
 16 we're presently getting --
 17 MR. MENDENHALL: Currently you're
 18 getting eight. That's correct.
 19 CHAIRMAN RAGUSA: Well, my notes circled
 20 eight as being the number.
 21 MR. ARGUS: Right.
 22 MR. MENDENHALL: I can go back and
 23 look. I can tell you that I read this back
 24 and forth, because there was -- I mean,
 25 believe me, there were a lot of contradicting

1 things, so I --

2 MR. ARGUS: Okay.

3 MR. MENDENHALL: -- if you want,
4 certainly I can highlight some of these points
5 and email it out to everybody.

6 MR. CHESNEY: It's just a starting
7 point. I mean --

8 MR. ARGUS: Yes.

9 MR. MENDENHALL: As well -- as well if
10 you want it to be eight days or, you know,
11 whatever, you have that option.

12 MR. ARGUS: If you want it to be 12
13 months, we can have it 12. Okay.

14 MR. MENDENHALL: Yeah. Absolutely. The
15 other thing was we had discussed at the
16 meeting to go back to staff and talk about how
17 they were interested or what would be their
18 preference in handling the accumulated sick
19 time, because as you might recall, we were, so
20 to speak, clear the slate and start fresh and
21 allow these to accumulate that way, if anybody
22 needs it, the short-term disability off or
23 long-term disability off, that those would be
24 available through that future accumulation.

25 I had a chance to speak with Doug as

1 the tax ramifications, and I believe from our
2 discussion that it wasn't being used that much
3 for personal use anyway. So, you know, that
4 might have just added some complications into
5 the whole thing from a tax perspective.

6 We do have -- as we mentioned, we would
7 tax the required amount as the vehicles -- any
8 of the vehicles are taken from Westchase to
9 home.

10 MR. CHESNEY: (Inaudible) expense.

11 MR. MENDENHALL: Exactly, which is a
12 dollar fifty each way is the standard, three
13 dollars for a day; and, of course, you're taxed
14 on that already. So it's a pretty -- pretty
15 insignificant amount when it comes down to it.

16 The other points were pretty
17 straightforward. I don't -- you know, I'm just
18 looking over real quick -- I don't think there
19 was a lot of debate on some of these other
20 issues. The real big ones were the sick time
21 and obviously the vehicles.

22 But, of course, as Greg mentioned, this
23 is kind of a starting point, and I'll defer to
24 you towards if there's any questions or any
25 thoughts.

1 well as Sonny. Doug, his preference -- and
2 obviously if I'm wrong, let me know -- but my
3 understanding is Doug's preference would be to
4 receive a lump sum in this coming year, 2014.
5 And Sonny's preference, if possible, would be
6 to have those funds, lump sum, go into the
7 Simple IRA plan that we have in place, and
8 we're working out the dynamics of that,
9 whether that's possible or not.

10 MS. WHYTE: I spoke to her today.

11 MR. MENDENHALL: Okay. And I think the
12 individual there was going to coordinate with
13 Paula Davis to go over the dynamics of how
14 that actually happened from payroll to Simple
15 IRA.

16 So if there's any hiccups with that,
17 then I'll come back to the board and let you
18 know that, hey, it didn't work and here's what
19 Sonny wants to do now. So that's kind of
20 where you stand with that.

21 Another discussion we had -- a big
22 discussion we had was related to the employee
23 vehicles. I talked to Doug, and at this point
24 his preference would be to have the vehicle as
25 a company vehicle, to not deal with some of

1 MR. ARGUS: Yes. Up on vacation time --

2 MR. MENDENHALL: Yes, sir.

3 MR. ARGUS: -- the middle of it says,
4 "All vacation time is accrued throughout the
5 year and should be earned before it is used."

6 MR. MENDENHALL: Uh-huh.

7 MR. ARGUS: So let's assume I start
8 January 1st. Okay? I've been an employee for
9 five or six years, so I'm fully vested for two
10 weeks of vacation. I can't take any -- I have
11 to use it or lose it. So January 1st I have
12 no vacation. At the end of January, I can
13 take one and a half days off or something like
14 that.

15 MR. MENDENHALL: Correct.

16 MR. ARGUS: When it gets to Dec -- okay
17 -- it gets to December 31st, I have to take
18 December thirty -- I have to take vacation in
19 December --

20 MR. MENDENHALL: Yeah.

21 MR. ARGUS: -- typically to the 31st
22 because I don't earn it until the end of the
23 month, so --

24 MR. MENDENHALL: Right. Completely
25 understand. It's a common problem. It's

1 usually -- and what's usually done in these
2 circumstances, and we can add, you know, a
3 note to that effect, it's usually management
4 discretion.

5 If you haven't earned them yet because
6 it's the beginning of the year, typically you
7 would say it's management discretion to allow
8 somebody -- for example, maybe somebody takes
9 a vacation every year at the beginning of when
10 they haven't earned their vacation yet, but
11 maybe they every year take off four days or
12 something at the beginning of it.

13 Like I said, typically, at least, in
14 most districts I deal with, it's management
15 discretion.

16 MR. ARGUS: Then that needs to be in
17 here.

18 MR. MENDENHALL: I just put it down, you
19 know, as a baseline, and if you want to add
20 that, we certainly can.

21 MR. CHESNEY: I don't --

22 CHAIRMAN RAGUSA: Mr. Chesney.

23 MR. CHESNEY: I know I helped, but, you
24 know, I had a -- this, and -- but I was gone
25 the last couple of weeks. And I -- just

1 MS. WHYTE: That's what Hillsborough
2 County -- that's what they told me.

3 MR. CHESNEY: That just needs to be
4 added to this memo, that's all.

5 MR. MENDENHALL: Yes. And everybody is
6 good with those holidays?

7 MR. CHESNEY: Sure.

8 MR. ARGUS: Yeah.

9 MR. MENDENHALL: Okay.

10 MR. ARGUS: Under the "Health Care," do
11 we have any idea how the Affordable Care Act
12 is going to affect us?

13 MR. MENDENHALL: Not at this point.

14 MR. CHESNEY: Yeah, I can give you an
15 unqualified opinion. It shouldn't have any
16 impact at all --

17 MR. MENDENHALL: Yeah, with our number
18 of employees --

19 MR. CHESNEY: -- because their health
20 care is compliant.

21 CHAIRMAN RAGUSA: Not for a year.

22 MR. CHESNEY: I think even in a year
23 it's not going to be an issue. It's a
24 compliant health plan.

25 MR. MENDENHALL: And I did check to see

1 reading this again, I think I failed to remind
2 you the holidays were supposed to be in here.

3 Do you know what the holidays are?

4 MR. MENDENHALL: I -- yeah. Actually I
5 was going -- and I apologize. I do have that,
6 and I was going to send that out as basically
7 an attachment to this.

8 There were only two differences in
9 holidays between -- and I say "two
10 differences." But using Severn Trent, which
11 is kind of generic and used by most districts,
12 they just follow that.

13 The only thing was, for district now,
14 they have the additional federal holidays,
15 which was Veterans Day and I think --

16 MR. MAYS: Memorial --

17 MR. MENDENHALL: -- Columbus Day maybe.

18 MS. WHYTE: We have ten holidays. We
19 use the Hillsborough County -- that's what --
20 it's always coordinated with Hillsborough
21 County.

22 MR. MENDENHALL: Right. It's basically
23 two additional days.

24 CHAIRMAN RAGUSA: Like a Fair Day.

25 MR. CHESNEY: No. Okay. That's fine.

1 if there were any groups that they can
2 subscribe to. We talked about that. And
3 there wasn't, at least nothing that we found
4 available, so just as a confirmation on that
5 one.

6 Back to Bob's point, is everybody good
7 with adding that, that vacation taken before
8 earned would be at management's discretion?

9 CHAIRMAN RAGUSA: I think it goes
10 without saying.

11 MR. CHESNEY: Yeah, you don't say that.
12 Usually --

13 MR. MENDENHALL: I mean, I can leave --

14 MR. CHESNEY: -- what happens if they
15 leave then and they took the vacation time
16 and they just get it docked from their pay?
17 You know, if they're just negative, it's kind
18 of like having a negative reserve.

19 MR. MENDENHALL: Okay. So do you want
20 me to take out -- do you want me to take out
21 that statement completely then and leave it
22 unspoken?

23 MR. CHESNEY: I would feel more
24 comfortable --

25 MR. MENDENHALL: Okay.

1 MR. CHESNEY: -- because you're setting
2 a policy is that basically says you're allowed
3 to take vacation.
4 MR. MENDENHALL: Okay.
5 MR. CHESNEY: Going through this
6 process, you know, with Andy, I think Andy and
7 I both thought that, you know, at some point
8 maybe we should actually hire someone to do a
9 real --
10 CHAIRMAN RAGUSA: Didn't we say that
11 nine months ago?
12 MR. CHESNEY: Probably.
13 MR. MENDENHALL: There's certainly some
14 benefits to it. I mean --
15 MR. CHESNEY: But this way, we have
16 actually our policies out there that we could
17 give someone --
18 CHAIRMAN RAGUSA: Yes.
19 MR. CHESNEY: -- and allow them to be
20 benchmarked against someone else.
21 CHAIRMAN RAGUSA: Yes.
22 MR. CHESNEY: So let's just say going
23 through this I might be in agreement with that
24 eventually.
25 CHAIRMAN RAGUSA: Well, when we sign up

1 an employee, do they sign an employment
2 agreement?
3 MR. MENDENHALL: Not currently.
4 MR. CHESNEY: Yeah.
5 MR. MENDENHALL: We have nobody under
6 contract, per se.
7 MR. CHESNEY: Yeah.
8 CHAIRMAN RAGUSA: Okay.
9 MR. MENDENHALL: Now, if an employee
10 manual -- usually districts have employee
11 manuals. You usually have them sign a page
12 from the employee manual, which constitutes
13 that they've read it and agreed to its
14 content.
15 CHAIRMAN RAGUSA: Right.
16 MR. ARGUS: So in our case, we can have
17 them -- give them a copy of the memorandum and
18 have them sign that?
19 MR. MENDENHALL: I think in this
20 particular case it makes sense, yeah, so
21 everyone is aware of it.
22 MR. CHESNEY: If you add the holidays, I
23 don't have any problems with the memo.
24 MR. MENDENHALL: Yeah. That was an
25 oversight on my part.

1 MR. CHESNEY: Oh, it was an oversight on
2 mine as well.
3 CHAIRMAN RAGUSA: Any other comments,
4 gentlemen?
5 (No response.)
6 CHAIRMAN RAGUSA: Staff?
7 MR. MAYS: I just want to get a
8 clarification. So on the vacation time,
9 you're not saying now that at the end of year
10 it's going to disappear, because you can hear
11 by Mr. Argus' comments that it was pretty
12 confusing, so, I mean, it just --
13 CHAIRMAN RAGUSA: I think if you ask
14 yourself whether you can use up a day and a
15 half in the last couple of weeks in December,
16 you can probably do it.
17 MR. MAYS: Uh-huh.
18 CHAIRMAN RAGUSA: Who clears vacation,
19 Doug or Andy?
20 MR. MAYS: Me.
21 MR. MENDENHALL: Well, yeah, I mean,
22 Doug, basically, because --
23 CHAIRMAN RAGUSA: I think you have that
24 discretion.
25 MR. CHESNEY: I mean, I'm not sure what

1 you're confused about.
2 MR. MENDENHALL: Well, it sounds like it
3 might be --
4 MR. MAYS: Well, my question is, at the
5 end of the year -- okay? -- I've got two weeks
6 left and I haven't used it yet. Is it going
7 to disappear?
8 MR. ARGUS: Uh-huh.
9 CHAIRMAN RAGUSA: Yes.
10 MR. CHESNEY: That's what it says on --
11 MR. MAYS: That's my question. Why
12 would it disappear, because you didn't use it
13 during that year period?
14 CHAIRMAN RAGUSA: Sick time is different
15 than vacation time.
16 MR. MAYS: I can understand sick pay
17 disappearing due to your hire date, but
18 vacation, you know, you just haven't had an
19 opportunity to use it yet, and you were
20 planning on using it, say, in February.
21 You cannot use it in February because
22 you're not -- now you have -- technically you
23 don't have any vacation built up.
24 MR. CHESNEY: Well, how about we allow
25 -- allow -- how much do you get? You get two

1 weeks and then three weeks?
 2 MS. WHYTE: Three weeks.
 3 MR. MAYS: Three weeks.
 4 MR. CHESNEY: I mean, it's not atypical
 5 to allow a week to roll over and use it in the
 6 first quarter or something like that.
 7 MR. ZEIGLER: That's correct. I mean,
 8 that would be logical flexibility.
 9 MR. MAYS: My idea was give a 90-day
 10 grace period after the end of the year.
 11 MR. MENDENHALL: So just to be clear,
 12 though, under that -- which, you're right,
 13 that's pretty common -- we would have to change
 14 the vacation, that time would now accrue from
 15 a calendar date rather than a hire date.
 16 MR. CHESNEY: Oh, I see why we did it
 17 that way -- yeah, you're right -- because it
 18 goes by the --
 19 MR. MENDENHALL: Yeah.
 20 MR. CHESNEY: So I understand why we did
 21 it that way.
 22 MR. MENDENHALL: Which is, you know,
 23 fine, because everybody's in place.
 24 MR. CHESNEY: Right. Which is what we
 25 should probably do.

1 MR. MENDENHALL: Yeah, and they've all
 2 hit the -- they've all hit the milestone, so
 3 it's not -- that doesn't mess that up that
 4 somebody is going to hit the five-year and now
 5 they get three weeks, and we have to base it
 6 on hire date.
 7 MR. CHESNEY: Well, let's just -- that's
 8 a good idea, but let's just talk through it.
 9 If you hire a new employee, how do we have
 10 that written? They would get two weeks, so
 11 they'll get their pro rata share.
 12 MR. MENDENHALL: Uh-huh
 13 MR. CHESNEY: Okay. Yeah, let's just
 14 switch it to calendar. That would be my
 15 suggestion. We switch it to a calendar year
 16 and allow them to roll it over within 90 days,
 17 you know, they have to use it within 90 days
 18 of the subsequent year, which is not atypical.
 19 CHAIRMAN RAGUSA: Actually, in my line
 20 of work, I've never seen vacation carry. Use
 21 it or lose it.
 22 MR. ZEIGLER: And then if --
 23 CHAIRMAN RAGUSA: The employer encourage
 24 people to use the vacation time.
 25 MR. CHESNEY: Yes.

1 MR. MAYS: So you're saying at the
 2 beginning of each year of your calendar year,
 3 you automatically get three weeks again?
 4 MR. CHESNEY: Yes.
 5 CHAIRMAN RAGUSA: You, yes --
 6 MR. ARGUS: Yes.
 7 CHAIRMAN RAGUSA: -- you accrue.
 8 MR. MAYS: Anybody that's over the --
 9 MR. CHESNEY: Over the first year
 10 essentially.
 11 CHAIRMAN RAGUSA: Right. And employees
 12 need to take their vacation time.
 13 MR. MAYS: Which they do, but at this
 14 point, that's what I mean, why would you even
 15 set a lose it on it, you know, taking it away
 16 from people when they use it anyway? Now
 17 you're telling them -- well, actually you're
 18 telling them when they have to take it.
 19 MR. CHESNEY: I still like the idea of
 20 doing it on a calendar year basis, even if you
 21 use it or lose it. That way, if you have a
 22 new employee comes, he's halfway through the
 23 year, he gets half his vacation time to use by
 24 the end of the year.
 25 MR. MENDENHALL: It makes it a little

1 bit easier.
 2 MR. CHESNEY: Yeah. If you're not going
 3 to carry it over, I think you should do it on
 4 a calendar year basis.
 5 MR. ZEIGLER: An argument to that may be
 6 you may potentially have everybody stack up
 7 all their vacation at the end of the year, and
 8 then you have nobody working.
 9 CHAIRMAN RAGUSA: You've got to get
 10 approval for vacation.
 11 MR. ZEIGLER: Theoretically.
 12 MR. MENDENHALL: Yeah. That's a good
 13 one.
 14 MR. CHESNEY: Personally, I like the
 15 idea of allowing them to roll over 90 days.
 16 I'm just saying I think strongly, now I'm
 17 thinking about it, we should switch it to a
 18 calendar year. That's all I'm saying, whether
 19 you allow them to roll it or not.
 20 CHAIRMAN RAGUSA: Why? Has that been a
 21 problem?
 22 MR. MAYS: No. That's why -- some of
 23 the guys have questioned it now. "Is there a
 24 problem? Did we cause some problem? Why are
 25 they doing this to us all of a sudden?"

1 MR. CHESNEY: No. It's just not really
2 thinking --
3 MR. MAYS: I said it's basically because
4 we have to have a policy in place. We know
5 that we need a policy in place. It's not to
6 penalize you guys. We do need a policy. The
7 board has to have a policy, and I understand
8 that.
9 MS. STEWART: And they want to be able
10 to roll it. Is that what you're saying?
11 MR. MAYS: No. They're just
12 questioning, why all of a sudden is this all
13 coming up, especially like sick pay, and the
14 trucks, you know, with the trucks? All of a
15 sudden they're going to get taxed on the
16 trucks.
17 That's one of the benefits that they
18 received, and that's one of the reasons it
19 entices them to stay here. You guys have all
20 said all through the years that, you know, a
21 good employee, you want to try to keep them.
22 MR. CHESNEY: Well, that --
23 MR. MAYS: We're taxing them on their
24 trucks.
25 MR. CHESNEY: -- yeah, well, we're

1 supposed to tax them on the trucks.
2 MR. MENDENHALL: Taxable benefits --
3 MR. MAYS: Technically should have been
4 taxed in the beginning. Yes, there was a mess-
5 up.
6 MR. MENDENHALL: Definitely.
7 MR. MAYS: It's time to be corrected,
8 and it will be corrected. So I have to do it,
9 and you have to do it.
10 MR. CHESNEY: How much are we talking
11 about here? I'd be willing to increase it.
12 CHAIRMAN RAGUSA: Three dollars a day.
13 MR. MENDENHALL: Well, that's the
14 amount, but then they're getting taxed on
15 that. So figure out a rate of --
16 MR. MAYS: Say, 25 percent.
17 MR. MENDENHALL: It's pretty small.
18 CHAIRMAN RAGUSA: It's \$200 a year.
19 MR. CHESNEY: We can give them \$200 a
20 year extra bonus next year.
21 MR. ARGUS: No. 200 days a year, three
22 dollars a day, you're at \$600 income.
23 CHAIRMAN RAGUSA: That's the benefit.
24 That's not the tax.
25 MR. CHESNEY: Yeah.

1 MR. ARGUS: Okay. Okay.
2 MR. CHESNEY: Let's just say next year
3 we'll give them \$200 extra.
4 MR. MAYS: Well, that's what I told
5 them, too. I said, "You know how this board
6 works. They're going to see you guys losing
7 something. They end up, you know, giving it
8 to you somewhere."
9 CHAIRMAN RAGUSA: Don't give us away,
10 Doug. But they actually have the vehicles 365
11 days a year, don't they?
12 MR. MAYS: One of them does. The other
13 one does it every other week. He lives too
14 far. Didn't want him to use that much gas.
15 So I've kind of changed that policy.
16 CHAIRMAN RAGUSA: It's \$220 a year, 25
17 percent tax bracket, so --
18 MR. CHESNEY: So we owe them \$220.
19 CHAIRMAN RAGUSA: Then they have more
20 taxable income. It's a never-ending game you
21 can't win. You cannot win that.
22 MR. MAYS: That's true.
23 MR. MENDENHALL: Tax that dollar ten
24 times.
25 MR. CHESNEY: Anyways, back to the

1 vacation time, so do you want them to allow
2 them to roll it or not?
3 CHAIRMAN RAGUSA: What's the board
4 think?
5 MR. ARGUS: Let them roll it. It
6 doesn't cost us anything.
7 CHAIRMAN RAGUSA: Anybody else?
8 MR. ZEIGLER: I think 90 days is a long
9 time.
10 MR. CHESNEY: Man, you are strict, 90
11 days.
12 CHAIRMAN RAGUSA: Mr. Ross.
13 MR. ROSS: Do you want to allow them to
14 roll over one week for 90 days?
15 MR. CHESNEY: Well, that was -- this is
16 my initial stab at it.
17 MR. ROSS: That's certainly not
18 objectionable, I mean.
19 MR. CHESNEY: And then we need to adjust
20 it to a calendar year basis, though.
21 MR. MENDENHALL: Got that. Yes.
22 CHAIRMAN RAGUSA: It sounds like we have
23 a majority there.
24 MR. MENDENHALL: Okay. One week, 90
25 days. All right.

1 MR. MAYS: I did have one other question
 2 about it, while I'm on this. The same thing
 3 with vacation, you know, you got -- I'm
 4 guessing you get one year -- one week the
 5 first year you're here.
 6 MR. CHESNEY: Yeah --
 7 MR. MAYS: And then after --
 8 MR. CHESNEY: -- is that what it says?
 9 I thought it was two weeks.
 10 MR. MENDENHALL: Two weeks after --
 11 after one year --
 12 MR. MAYS: So it's two weeks from the
 13 back, not --
 14 MR. MENDENHALL: -- and then three --
 15 three weeks after that.
 16 MR. ARGUS: It doesn't say that. It
 17 says, "All full-time employees with fewer than
 18 five years service will receive two weeks of
 19 vacation."
 20 MR. CHESNEY: So two weeks.
 21 MR. MAYS: So right off the bat, you
 22 start accumulating two weeks.
 23 MR. CHESNEY: Then you get a proportion.
 24 MR. MAYS: I've always --
 25 CHAIRMAN RAGUSA: That's very generous.

1 MR. MAYS: -- yeah, it is -- I've always
 2 seen the first year you only get a week, and
 3 then from there go to two weeks, to five, and
 4 then five weeks -- there's actually -- I've
 5 seen places where at 10 to 12 to 15 years, you
 6 know, for your long-term employees, it even
 7 goes up to four weeks a year.
 8 So my question is, do you have a four-
 9 week -- are you thinking a four-week or -- I'm
 10 suggesting that you --
 11 CHAIRMAN RAGUSA: Well, let me answer
 12 your questions by asking you two questions.
 13 Are you suggesting that we have a
 14 one-year, not trial period, but one year -- in
 15 your first year, you can only accumulate one
 16 week.
 17 After you've been employed for one full
 18 year, you then are eligible for two weeks
 19 of vacation?
 20 MR. MAYS: That would be my suggestion,
 21 yes.
 22 CHAIRMAN RAGUSA: I thought that's what
 23 we talked about last month.
 24 MR. CHESNEY: No. No.
 25 MR. MAYS: That would be my suggestion.

1 MR. CHESNEY: No, that I can assure
 2 you. We went through this a lot, Andy and I.
 3 So let me just get that right. If you're
 4 halfway through the year, you get two and a
 5 half days. That's it in the first year.
 6 MR. MENDENHALL: Right.
 7 MR. MAYS: Most people have to be here a
 8 year to go on vacation.
 9 MR. CHESNEY: Okay.
 10 MR. MAYS: You shouldn't get to go on
 11 vacation after being here three months for a
 12 day or two.
 13 CHAIRMAN RAGUSA: I don't see a need to
 14 do it, but -- and are you --
 15 MR. CHESNEY: Okay.
 16 CHAIRMAN RAGUSA: -- proposing that
 17 there be a four-week vacation standard for
 18 certain-aged employees?
 19 MR. MAYS: Yes, I am.
 20 CHAIRMAN RAGUSA: Tenured, not aged.
 21 MR. MAYS: Tenured, not aged. We don't
 22 go by age. That's discrimination, so --
 23 MR. CHESNEY: We can do four years at
 24 ten -- four weeks at ten.
 25 CHAIRMAN RAGUSA: How long have you guys

1 been employed?
 2 MS. WHYTE: Nine.
 3 MR. MAYS: Eight and a half actually.
 4 MS. WHYTE: Nine in March.
 5 MR. MAYS: May. May.
 6 MS. WHYTE: May. Sorry.
 7 MR. ARGUS: Nine years?
 8 MS. WHYTE: (Moves head up and down.)
 9 MR. CHESNEY: We can do whatever --
 10 I mean -- sure.
 11 CHAIRMAN RAGUSA: Well, in my -- I don't
 12 know about Doug -- or, Brian, I do see that.
 13 MR. MAYS: Right, I do, too.
 14 CHAIRMAN RAGUSA: I see four weeks for
 15 the long-term employees. I don't know about
 16 Erin.
 17 MR. MENDENHALL: Uh-huh.
 18 CHAIRMAN RAGUSA: In my eyes if you've
 19 got an employee who's been with you for ten
 20 years, you should reward them, so I don't have
 21 any problem with a high end. You guys
 22 probably won't even take them, so we can
 23 address that situation.
 24 MR. MAYS: Might lose them anyway,
 25 right.

1 CHAIRMAN RAGUSA: So what do the
2 supervisors think, the high-end scale?
3 MR. ZEIGLER: I agree on that.
4 CHAIRMAN RAGUSA: Mr. Argus.
5 MR. ARGUS: Four weeks after ten years,
6 fine.
7 MR. CHESNEY: I don't have any --
8 CHAIRMAN RAGUSA: Mr. Ross.
9 MR. ROSS: No objection.
10 MR. CHESNEY: Sure.
11 CHAIRMAN RAGUSA: Do we want to put that
12 in?
13 MR. MENDENHALL: Got it.
14 CHAIRMAN RAGUSA: Anything else you guys
15 need?
16 MR. MENDENHALL: Is it one week, or is
17 it two weeks the first year?
18 CHAIRMAN RAGUSA: I don't think that we
19 got consensus on the one week -- on the one
20 year. Do we want an accumulation for the year
21 or no?
22 MR. ZEIGLER: Traditionally I see the
23 one week after your first year, complete a
24 full year term.
25 MR. CHESNEY: So you're saying no

1 vacation the first year.
2 MR. ZEIGLER: Well, I'm kind of old
3 school on that, so --
4 MR. CHESNEY: Yeah, but the only thing
5 about that is that can create -- sick days or
6 something might come up.
7 I would -- I can see throttling back if
8 you want that first year because you don't
9 want them taking off, but I would think that
10 we at least offer them the pro rata share of
11 the one week after the first year.
12 MR. MAYS: I just usually tell them they
13 can't take vacation for the first year, I
14 mean, because --
15 CHAIRMAN RAGUSA: Well, if they have it,
16 they can use it.
17 MR. MAYS: Technically they can.
18 CHAIRMAN RAGUSA: So you should not be
19 telling them that.
20 MR. MAYS: Well, I'm supposed to approve
21 it, so --
22 MS. WHYTE: I work for a slave driver.
23 CHAIRMAN RAGUSA: You need to reasonably
24 approve the vacation request.
25 MR. MAYS: If it's a reasonable reason,

1 I will, but if you're going to hang out at the
2 house, no.
3 MR. CHESNEY: We're going to talk a
4 little bit about --
5 CHAIRMAN RAGUSA: I'll let you and Erin
6 talk to him off the record.
7 MR. CHESNEY: Anyways -- but, yeah --
8 MS. WHYTE: He's not like that at all.
9 CHAIRMAN RAGUSA: All right. Someone
10 take the lead here. What do you want to do?
11 MR. CHESNEY: I would think they should
12 have at least some vacation time.
13 CHAIRMAN RAGUSA: Come on, guys.
14 MR. ROSS: Let's do one week one year.
15 Resolve it.
16 MR. ARGUS: Right.
17 CHAIRMAN RAGUSA: Okay. And after one
18 full year, they're eligible for two weeks.
19 MR. CHESNEY: Yeah.
20 MR. ARGUS: But then that's going back
21 to the hire day calendar as opposed to --
22 CHAIRMAN RAGUSA: It's always that way.
23 It will always -- it will get prorated into
24 the calendar.
25 MR. CHESNEY: Yeah.

1 MR. ROSS: Calendar year prorated.
2 MR. ARGUS: Calendar year prorated.
3 Okay.
4 MR. MENDENHALL: Okay.
5 MR. CHESNEY: So next month.
6 MR. MENDENHALL: We're good? Anything
7 else? Got it, so --
8 MR. CHESNEY: There is nothing else in
9 the --
10 MR. MENDENHALL: Do you want to approve
11 it as we discussed, or do you want me to bring
12 it back for -- I can put it on the consent
13 agenda.
14 CHAIRMAN RAGUSA: I would like to see
15 it.
16 MR. CHESNEY: On the consent agenda, I
17 think.
18 MR. MENDENHALL: So I'll email it out
19 and put it on the consent agenda and include
20 the holidays as well.
21 CHAIRMAN RAGUSA: Yes.
22 MR. MENDENHALL: Okay. That's fine.
23 All right. The other item is slightly less
24 controversial. We have the Harbor Links --
25 the two copies you have now, disregard those.

<p style="text-align: right;">Page 121</p> <p>1 I'm going to hand out those -- sorry. 2 Hopefully you didn't spend a lot of time 3 looking at it during the meeting. 4 The earlier copies, one of them was 5 Sonny's that they got last meeting, the 6 original, and the other one was an outdated 7 version of this. 8 This version that I'm handing out now is 9 the final copy. This includes -- I'll go over 10 it real briefly. This includes the documents 11 that Alan did originally. It also includes 12 incorporating -- 13 MR. ARGUS: Hold on just a second. Did 14 everybody get two pages or just one? 15 MR. MENDENHALL: Just one. There's only 16 one -- just one. One document, that's all you 17 need. 18 MR. ARGUS: Why are these there? 19 MS. WHYTE: These ones here were emailed 20 to you. These are the final numbers that I 21 did with everything that we have paid for in 22 the project. 23 MR. ARGUS: Thank you. 24 CHAIRMAN RAGUSA: And I labeled them the 25 wrong numbers.</p>	<p style="text-align: right;">Page 123</p> <p>1 double-check everything. Make sure, you know, 2 that all T's were crossed and all I's were 3 dotted. But this includes -- it incorporates 4 everything from Sonny's and everything from 5 his, so there shouldn't be, unless there is 6 stuff that comes in -- accruals that come in, 7 you know, between now and next month, this 8 should be what we look at as the final item. 9 CHAIRMAN RAGUSA: What was the total 10 cost of the project we're attributing to that 11 community? 12 MR. MENDENHALL: The total cost of the 13 project was the 361,221.08. 14 CHAIRMAN RAGUSA: That's the total 15 amount that that community is going to be 16 assessed for that project? 17 MR. MENDENHALL: That's the total 18 project cost. The total amount that they 19 would be assessed would be the two sixty six 20 five ninety five ninety six. It's the last 21 number on the page just before you get to the 22 three loan times, the three-year, four-year, 23 five-year. 24 CHAIRMAN RAGUSA: Right. That number 25 has been reduced because we're using reserves.</p>
<p style="text-align: right;">Page 122</p> <p>1 MR. MENDENHALL: So what we have here is 2 this document has -- it's a combination of the 3 numbers that Alan had and the numbers that 4 Sonny has. And the reason why there were some 5 differences, there were some items that were 6 on Sonny's sheet that were not on Alan's 7 because they were in previous years. 8 They weren't coded directly to the 9 project, so Alan didn't include all of them 10 in, so they've been included. 11 And you'll see about midway down the 12 page, it says, "Payment Description, 13 Additional Ancillary Charges," and they total 14 approximately \$22,000. 15 There was also a couple items from 16 Alan's sheet that were not on Sonny's, and 17 those are inserted in here as well. So I 18 talked to Alan earlier today as well. He did 19 -- you know, because he kind of put this 20 together recently with some of these 21 additional numbers, and he did want to take 22 one more good look at it, but this number will 23 probably only go down. 24 So you can look at this as pretty close 25 to what it should be, but he just wanted to</p>	<p style="text-align: right;">Page 124</p> <p>1 MR. MENDENHALL: Exactly. You're using 2 the reserves, correct. And those are detailed 3 out in the two bottom sections, the designated 4 assigned funds, and the ending balance per the 5 balance sheet, which is zero. 6 MS. WHYTE: Can I ask -- 7 CHAIRMAN RAGUSA: Sure. 8 MS. WHYTE: -- why three sixty one 9 versus my total balance of 366,709? 10 MR. MENDENHALL: There was -- 11 MS. WHYTE: Are you not including the 12 22,306, which is expenses that were incurred 13 for the project? 14 MR. MENDENHALL: Well, there were a 15 couple of things. There were a couple of 16 things. There were a couple of mathematical 17 errors on your document, just slight ones, 18 that doesn't account for all that. There's 19 also the deposits for TECO, which technically 20 are not an expense because they're basically 21 an obligation. 22 So if you ever switch back or if Harbor 23 Links ever switched back out the gas lamps or 24 they went with someone else, those funds are 25 held to the side. They're not an expense</p>

1 technically. I forget exactly what that
2 was --
3 MS. WHYTE: They're non-refundable.
4 MR. MENDENHALL: Okay. I didn't know it
5 was non-refundable.
6 MS. WHYTE: Yeah, they told me it was
7 non-refundable. I asked if we were getting
8 that back.
9 MR. MENDENHALL: When I see deposits
10 from TECO, typically they're refundable.
11 MS. WHYTE: I asked -- I called on it,
12 because I was trying to get them to waive it.
13 MR. MENDENHALL: That's definitely good
14 for me to know, because that does make a
15 difference.
16 MS. WHYTE: Yes. They told me --
17 CHAIRMAN RAGUSA: Why don't you get with
18 Alan then and get us a clean number?
19 MS. WHYTE: Thank you. Okay.
20 CHAIRMAN RAGUSA: Have Alan call her and
21 set up a time to make sure everybody is on the
22 same page.
23 MR. MENDENHALL: Yeah.
24 CHAIRMAN RAGUSA: Bob, did you go to the
25 Harbor Links meeting last night?

1 MR. ARGUS: No, I did not.
2 CHAIRMAN RAGUSA: I received an email
3 from Nancy Sells, who, as of yesterday -- or
4 before last night was the voting member for
5 Harbor Links. She's also the WCA president.
6 The email said that she had not been
7 able to officially poll the community, but
8 based on her feedback from the folks she had
9 spoken with, based on a rough number, she
10 thought that the four-year payback would be
11 the most tolerable. It's almost a --
12 MR. ARGUS: Wash.
13 CHAIRMAN RAGUSA: -- revenue-neutral
14 one. I just wanted to pass that along to you
15 and if you were inclined to address the
16 payback timing.
17 MS. WHYTE: I was at that meeting last
18 night.
19 CHAIRMAN RAGUSA: Who was elected the
20 voting member?
21 MS. WHYTE: Nancy.
22 CHAIRMAN RAGUSA: She was. Okay.
23 MS. WHYTE: Yeah. They were -- they had
24 other things on the agenda that really used up
25 all of their time, and they were already all

1 dressed and ready to run out the door when I
2 said -- you know, I basically discussed the
3 project briefly with the numbers. I invited
4 all of them to attend tonight, because I knew
5 it was a topic of discussion at the meeting
6 tonight, and the basic consensus was,
7 "Fantastic project. They look great. Thank
8 you."
9 MR. ARGUS: They have quarterly
10 meetings. Right?
11 CHAIRMAN RAGUSA: (Moves head from side
12 to side.)
13 MR. ARGUS: They used to. Okay.
14 CHAIRMAN RAGUSA: Things went downhill
15 when you left, Bob.
16 MS. WHYTE: Yeah, it's very -- yeah, two
17 and a half hours.
18 CHAIRMAN RAGUSA: Yeah.
19 MS. WHYTE: Yeah. So -- but basically I
20 did explain to them -- I gave them the
21 numbers, the rough numbers. I said, you know,
22 this is -- you know, "It's going to
23 fluctuate. You're looking at a three-, four-,
24 five-year payout."
25 The only one that took any of our

1 numbers with him was Mr. Stein. And they
2 said, "Okay." So --
3 MR. MENDENHALL: Yeah. So between these
4 two documents with the adding back in the TECO
5 permits, there's a difference of about \$2,199,
6 and there was -- like I said, there was a
7 slight mathematical error on one of your
8 totals --
9 MS. WHYTE: Yeah.
10 MR. MENDENHALL: -- which will probably
11 add a little bit more to that, but we can talk
12 to Alan and work out those final --
13 CHAIRMAN RAGUSA: Do we need to take
14 action on this tonight?
15 MR. ARGUS: That's part of the budget,
16 isn't it?
17 CHAIRMAN RAGUSA: We've kind of treated
18 it that way.
19 MR. MENDENHALL: Yeah. Yeah, you don't
20 have to take action tonight. You know, the
21 main objective of this was to give the Harbor
22 Links folks an idea of, "Here's where you're
23 at. What's your preference? And you're at
24 that point, you know, with it."
25 CHAIRMAN RAGUSA: Okay. Can I make a

<p style="text-align: right;">Page 129</p> <p>1 suggestion that we get a hard number that 2 everybody can agree on? 3 MR. MENDENHALL: Oh, yeah, sure. 4 CHAIRMAN RAGUSA: Let's communicate it 5 to Nancy Sells and get it out to the residents 6 and get some input, and let's make a decision 7 on the payback. 8 Can we take a five-minute break? You 9 probably need one. 10 THE REPORTER: Thanks. 11 CHAIRMAN RAGUSA: Let's take a five- 12 minute break. 13 (Recess from 5:52 p.m. to 6:00 p.m.) 14 CHAIRMAN RAGUSA: We're going to get 15 started again. We're back on the record. 16 Andy, are you finished with the 17 manager's report? 18 MR. MENDENHALL: Yes, sir. 19 CHAIRMAN RAGUSA: All right. Counsel's 20 report. 21 MS. McCORMICK: Just one thing. I have 22 a letter from the attorney for the -- it's 23 from Fowler White that did the trademark 24 registration renewals, and we have gotten 25 those registrations as of November of 2013, so</p>	<p style="text-align: right;">Page 131</p> <p>1 CHAIRMAN RAGUSA: The new inspector has 2 started? 3 MR. MAYS: He starts this month. 4 CHAIRMAN RAGUSA: Is there any friction 5 there with the contractor or any concerns? 6 MR. MAYS: Yeah, there's a little bit of 7 friction, not about the new contractor, about 8 the whole process in itself. 9 MR. CHESNEY: Do you have any feedback? 10 MR. ROSS: Yeah. I would say that's an 11 understatement. I would say there's a lot of 12 friction. Whether it's deserved or not, I 13 don't know all the history and such. 14 I found the inspection process different 15 than what I thought it would be. I expected 16 it to be much more collaborative, more of a 17 conversation as to how we can get the best 18 landscaping product out there and the best 19 techniques, and it wasn't that way at all. 20 It was more the OLM inspector making 21 comments, for the most part, negative in 22 nature, frequently would ask questions, but 23 then when he got the answer, he wouldn't 24 provide the follow-up: 'Hey, that's a great 25 way to do that,' or 'That was a good</p>
<p style="text-align: right;">Page 130</p> <p>1 they will be in effect and they expire on 2 November 6th of 2018, and then there's also 3 some information about what the district needs 4 to do in order to protect those trademarks. 5 So I'm going to provide the letter to 6 Andy for the district's official records. So 7 if anybody is interested in getting a copy of 8 that, I can provide that as well. 9 MR. ARGUS: I would appreciate it. 10 MS. McCORMICK: I'll send it to you. 11 MR. ARGUS: Okay. 12 MS. McCORMICK: And other than that, I 13 don't have anything. 14 CHAIRMAN RAGUSA: Okay. Thank you. 15 Field manager. 16 MR. MAYS: As you read by our report, 17 things were pretty simple last month. It's a 18 pretty quiet month, so we don't have a lot to 19 report. I just want to thank Mr. Ross for 20 going on last month's OLM inspection, so he 21 could get a perspective of, you know, that 22 process, which hopefully he enjoyed. Other 23 than that, I really don't have a lot. 24 MS. WHYTE: If anybody wants to join us 25 in the future, please let us know.</p>	<p style="text-align: right;">Page 132</p> <p>1 suggestion," or, "No, think about this 2 alternative approach." 3 There was only one time where he was 4 ever complimentary of the Mainscape people, 5 and that was with regard to the soccer fields, 6 and he made a big deal of that, saying, "This 7 is the best" -- I think it was the soccer 8 fields -- 9 MR. MAYS: Yes. 10 MR. ROSS: -- "This is best the soccer 11 fields have looked since I've been on the 12 job." But it was not what I thought it would 13 be. I was really shocked at the lack of 14 collaboration; and it was -- for the most part, 15 I found it to be relatively a nonproductive 16 process. 17 I mean, the inspector could have gone 18 out by himself and the Mainscape people would 19 probably have gotten the same amount from it. 20 I'm sure they appreciated the compliments 21 about the soccer field. I was not impressed 22 at all, to be frank, about it. 23 CHAIRMAN RAGUSA: Well, is that 24 something we want to go back to OLM about? 25 MR. ROSS: I don't know. They already</p>

<p style="text-align: right;">Page 133</p> <p>1 put in a new inspector, and there is more of a</p> <p>2 relationship issue. I asked him questions,</p> <p>3 and I'm clear that Mainscape personnel feel</p> <p>4 the OLM personnel were derogatory in certain</p> <p>5 verbal comments.</p> <p>6 MR. CHESNEY: Like unprofessional.</p> <p>7 MR. ROSS: Yes. Yes. Unprofessional,</p> <p>8 inappropriate. I don't think this is the</p> <p>9 forum to try that. You know, this is a public</p> <p>10 meeting. But, clearly, there is unhappiness</p> <p>11 there, and I'm not sure that relationship can</p> <p>12 be easily mended, if you will.</p> <p>13 I think once you feel like you've been</p> <p>14 demeaned, it's hard to resolve that. I'm not</p> <p>15 saying this board needs to take any action.</p> <p>16 I'm just sharing with you what my observations</p> <p>17 were. I was disappointed with the way it</p> <p>18 went, disappointed with the lack of</p> <p>19 collaboration, disappointed in how the guy</p> <p>20 gave his grade at the end. Just kind of made</p> <p>21 up a number, and he said, "Well, I'm going to</p> <p>22 give this a 90."</p> <p>23 Well, why did you give it a 90, explain</p> <p>24 that, compared to last month. It was almost</p> <p>25 -- very different than what I expected it to</p>	<p style="text-align: right;">Page 135</p> <p>1 been so long since I've been on one. But, you</p> <p>2 know -- yeah, the process in itself is</p> <p>3 critical.</p> <p>4 MR. ARGUS: Yeah.</p> <p>5 MR. CHESNEY: So I can see that. But, I</p> <p>6 mean, he shouldn't be unprofessional, and he</p> <p>7 should have a reason for the score. It's a</p> <p>8 very rigid scoring system. I mean, you</p> <p>9 know --</p> <p>10 MR. MAYS: Subject to an opinion, most</p> <p>11 of the time.</p> <p>12 MR. CHESNEY: Yeah, that's true.</p> <p>13 CHAIRMAN RAGUSA: Well, I've heard</p> <p>14 enough that we need to go back to OLM and</p> <p>15 express our concerns in what we observed, and</p> <p>16 hopefully the new inspector will be more</p> <p>17 professional and more of a team player maybe</p> <p>18 in terms of trying to get the best solution.</p> <p>19 MR. CHESNEY: Yeah.</p> <p>20 CHAIRMAN RAGUSA: Because, candidly, you</p> <p>21 know, it is a team effort, and they are in a</p> <p>22 difficult task of criticizing someone's</p> <p>23 performance.</p> <p>24 MR. CHESNEY: Yeah, but they should have</p> <p>25 suggestions and stuff.</p>
<p style="text-align: right;">Page 134</p> <p>1 be. Very different.</p> <p>2 CHAIRMAN RAGUSA: Mr. Argus.</p> <p>3 MR. ARGUS: Doug, this is not the first</p> <p>4 OLM manager we've had. We've had several in</p> <p>5 the past.</p> <p>6 MR. MAYS: Correct.</p> <p>7 MR. ARGUS: Have they all been about the</p> <p>8 same in regard to the things that Brian was</p> <p>9 telling us about, or is there a significant</p> <p>10 difference between managers?</p> <p>11 MR. MAYS: Oh, there's been a big</p> <p>12 difference between them all, yeah.</p> <p>13 MR. ARGUS: Okay. So the new manager</p> <p>14 may have some impact on us?</p> <p>15 MR. MAYS: Right. That's what we're</p> <p>16 waiting to see.</p> <p>17 MR. CHESNEY: I would suggest you go on</p> <p>18 the process. I mean, I've gone on it. And I</p> <p>19 tell you, it does come across as negative,</p> <p>20 because he's going through saying, "You were</p> <p>21 supposed to do that last month. You didn't do</p> <p>22 this. Oh, look at that. You need to pick</p> <p>23 that up."</p> <p>24 So, I mean, I haven't been -- I don't</p> <p>25 even know who the current inspector is. It's</p>	<p style="text-align: right;">Page 136</p> <p>1 CHAIRMAN RAGUSA: There is a right way</p> <p>2 of delivering and a wrong way of delivering.</p> <p>3 And if they've got expertise on how we can</p> <p>4 make our operations more efficient, that</p> <p>5 should be passed long.</p> <p>6 MR. ARGUS: Sure.</p> <p>7 CHAIRMAN RAGUSA: Anybody can sit out</p> <p>8 there and say, "Yeah, you didn't edge this</p> <p>9 line," or "You don't have an inch cap of mulch</p> <p>10 in there." I think their responsibility goes</p> <p>11 beyond that.</p> <p>12 MR. ROSS: And if you feel something</p> <p>13 should be passed on, the way I think the way</p> <p>14 the appropriate message would be, the</p> <p>15 supervisor who went on the inspection walked</p> <p>16 away with a conclusion that this is a near</p> <p>17 waste of money in which we pay OLM.</p> <p>18 I didn't see the benefit of it. I</p> <p>19 didn't feel the benefit. I didn't see a feel</p> <p>20 good. I didn't walk away understanding</p> <p>21 something I didn't understand before.</p> <p>22 Certainly it was interesting to go on</p> <p>23 the inspection because it was good to see the</p> <p>24 people in action. But what value did the guy</p> <p>25 bring to the table? He was a nice</p>

1 professional to me. I mean, he was very nice
 2 and accommodating. I think he was caught off
 3 guard that I actually showed up and was there,
 4 so he let me sit in the front seat, you know,
 5 so --
 6 CHAIRMAN RAGUSA: Who is the best person
 7 to communicate with OLM?
 8 MR. ROSS: I certainly wouldn't know.
 9 MR. MENDENHALL: Tommy Metlock.
 10 CHAIRMAN RAGUSA: Who from the CDD?
 11 MR. MENDENHALL: Oh, from the CDD.
 12 MR. CHESNEY: Andy.
 13 MR. MENDENHALL: I mean, I can talk to
 14 him or Doug. Your choice.
 15 CHAIRMAN RAGUSA: Andy, maybe you should
 16 do it.
 17 MR. MENDENHALL: Okay.
 18 CHAIRMAN RAGUSA: I think you can share
 19 the minutes.
 20 MR. MENDENHALL: Sure.
 21 CHAIRMAN RAGUSA: Yeah, we were OLM's
 22 first customer in Florida.
 23 MR. CHESNEY: Were we?
 24 CHAIRMAN RAGUSA: Yeah.
 25 MR. MAYS: I don't think so, because I

1 used to work for a company that they did Tampa
 2 Palms there. They were doing Tampa Palms, I
 3 believe.
 4 CHAIRMAN RAGUSA: You're right. I think
 5 we were the second.
 6 MR. ARGUS: Yes.
 7 CHAIRMAN RAGUSA: That was the inroad.
 8 You're right.
 9 MR. MAYS: Okay. I don't know for sure.
 10 CHAIRMAN RAGUSA: Tommy should remember
 11 us.
 12 MR. MAYS: Oh, yeah.
 13 MR. MENDENHALL: Yeah.
 14 CHAIRMAN RAGUSA: Okay. Thank you,
 15 Brian.
 16 MR. MAYS: That's really all I had,
 17 unless you've got questions for me on
 18 something in the community.
 19 CHAIRMAN RAGUSA: Any supervisor
 20 requests? Mr. Ross.
 21 MR. ROSS: I have three separate
 22 things. First, I made a comment earlier about
 23 a vendor providing some samples of something.
 24 Just so that the record is clear, I was
 25 totally kidding. I don't want there to be any

1 misunderstanding, so I was kidding 100 percent,
 2 probably inappropriately.
 3 MR. BARRETT: But you still want
 4 coleslaw with that?
 5 MR. ROSS: The second issue was, during
 6 one week in December when you came into the
 7 Westchase community from Sheldon, we had, I
 8 believe, four or five banners of the community
 9 in the median, then when you got past those
 10 four or five banners that were in the median,
 11 you immediately encountered the two tree
 12 lots.
 13 The tree lot on the right, which is the
 14 one at the school, I counted. They had at
 15 least six different banners up. And then when
 16 you got to the tree lot on the left, which was
 17 a spillover from the pumpkin lot, they had
 18 some sort of series of displays in the front
 19 that I thought at first was abandoned trash.
 20 There was a cardboard box, chicken wire
 21 and some white stuff; and as I redrove it
 22 around again, I realized, ooh, that's actually
 23 a holiday decoration that kind of has
 24 deteriorated.
 25 My point in raising all of that is, I

1 feel like we, as a board, may have no
 2 jurisdiction over these issues, or at least
 3 limited jurisdiction, because we do have it
 4 over the median, but I feel like we ought to
 5 somehow exercise our influence in how the
 6 entryway to our community looks.
 7 I don't have a solution right off the
 8 top of my head other than us rent the lot on
 9 left and don't let somebody put up their ratty
 10 Christmas decorations, and we'll put up some
 11 nice decorations.
 12 Maybe go to the WCA and say we only want
 13 to have no more than two banners at a time in
 14 the medians, go to the school and ask them
 15 when they bring in a vendor, "Don't let them
 16 put up six banners."
 17 And the reason I poke on the banners, if
 18 any other commercial user in this community
 19 had six banners up, I think the community
 20 would be going crazy. They would be calling
 21 code enforcement and all that.
 22 But somehow during the Christmas season,
 23 we kind of get a little bit more casual. So I
 24 just raise that issue. I don't have a
 25 solution. I just think come next year, we

1 ought to be a little more proactive about it.
 2 MR. ARGUS: Would you include all the
 3 banners down by the Publix shopping center
 4 that have been there for years?
 5 MR. ROSS: I didn't go all that way, and
 6 I'm not picking on banners.
 7 MR. ARGUS: Right.
 8 MR. ROSS: I just know that my
 9 experience was, when I came into the Westchase
 10 community, I didn't feel like we extended our
 11 best foot forward. And that's just the bottom
 12 line. It was a community of banners and
 13 ratty, deteriorating Christmas tree lots. So
 14 I just raise that, and I don't --
 15 CHAIRMAN RAGUSA: Well, we can control
 16 the number of banners.
 17 MR. ROSS: I'm happy --
 18 MR. ARGUS: How can we control the
 19 number of banners, say, at Publix?
 20 CHAIRMAN RAGUSA: Median.
 21 MR. ARGUS: Oh, yes. Okay.
 22 MR. ROSS: And one suggestion, you know,
 23 say there can only be two banners up at a
 24 time. That's off the top of my head.
 25 MR. ARGUS: That's what I thought the

1 policy was.
 2 MR. ROSS: There was at least four, if
 3 not five.
 4 MR. ARGUS: I did a similar count.
 5 MR. MAYS: Four for a week.
 6 MS. WHYTE: We approved the movie
 7 banner, the concert banner, and the two
 8 banners that the board approved.
 9 MR. ROSS: If you all want to take it up
 10 now, we can. I just throw it out there. I
 11 mean, I think we need to take a leadership
 12 role in what it looks like when you come into
 13 Westchase it, if we can influence it.
 14 MR. ARGUS: Can we have -- what sort
 15 of influence would we have on the commercial
 16 entities or the school?
 17 MR. CHESNEY: None.
 18 CHAIRMAN RAGUSA: Just as a neighbor.
 19 MR. ROSS: Exactly. Nothing more than a
 20 phone call.
 21 MR. ARGUS: Short of running Alan's
 22 lottery every holiday.
 23 CHAIRMAN RAGUSA: Mr. Chesney already
 24 tried that.
 25 MR. CHESNEY: Yeah, I tried that. Alan

1 and I didn't have a positive conversation.
 2 MR. ROSS: He can't be making that much
 3 money on it.
 4 MR. CHESNEY: I think he does it to
 5 spite us, quite frankly.
 6 MS. WHYTE: I know the WCA has sent
 7 letters requesting them politely not to allow
 8 him to do that, because it takes away from the
 9 business from the school, which is a
 10 fundraiser, and also the pumpkin patch, but
 11 obviously with no prevail.
 12 MR. CHESNEY: I had a full-on
 13 conversation with him about it. He was
 14 talking about he wanted to be a good neighbor.
 15 CHAIRMAN RAGUSA: It's Alan's land? I
 16 thought that was Clemmons' land.
 17 MR. CHESNEY: No. It's Alan's.
 18 MR. ROSS: I think she doesn't own that
 19 land anymore.
 20 MR. CHESNEY: The land that the lot is
 21 on is Alan's.
 22 MR. BARRETT: The school received \$4,000
 23 last year for -- in 2012, so it's not a small
 24 amount of money, but maybe for the commercial
 25 owner, it's small.

1 But my guess is, if you approach the
 2 school, not a phone call, but actually asked
 3 to sit down -- someone sit down with the
 4 principal. He's new. I don't know him. But
 5 most of those guys are pretty reasonable.
 6 Now, Mr. Charron may be a different
 7 experience.
 8 MR. ROSS: Well, maybe we can add it to
 9 our agenda. Staff come September, October, and
 10 we can just be board (unintelligible), have it
 11 on our agenda, approaching the property owners
 12 and implementing a policy that reduces the
 13 number of banners in the median and --
 14 MR. MAYS: You know, the movies in the
 15 park is an easy one. You just turn it off on
 16 December, you know, or move it to another
 17 week, so you don't have a fourth banner up
 18 there. Tell them, "We need to do it this week
 19 instead."
 20 MR. ROSS: Yeah. So why don't you all
 21 put it on your agenda, and we'll just elevate
 22 our game and spruce it up and have it look
 23 better. So that was my second issue.
 24 My third issue is, I recently bought a
 25 commercial building here in Westchase, and I

1 wanted to disclose that I actually hired
2 Mainscape to do some tree work on my
3 property.

4 And I approached them about making a bid
5 for doing the monthly maintenance on it, and
6 then I stopped and said, "I wonder if that's
7 something I should be disclosing to the
8 district."

9 Is there anybody on the district board
10 that would be concerned or is there any legal
11 concerns if I hire a vendor who is doing work
12 for the district? And if there is, I
13 certainly want to be sensitive to that. I
14 couldn't identify a legal problem, but --

15 MR. CHESNEY: We all use TECO, and TECO
16 is a vendor for the district.

17 MR. ROSS: Well, if there's no issues --
18 I did want to bring that. And then related to
19 that, I've learned that at one point the
20 district approached the previous property
21 owner about buying some personalty on that
22 lot, and I'm --

23 MR. ARGUS: Some what?

24 MR. ROSS: Some personalty, personal
25 property on their fixtures.

1 MR. ARGUS: Oh.

2 MR. ROSS: Specifically there was some
3 discussion about buying some of the lamp posts
4 that are on the property that would add to the
5 inventory of the district if there are
6 problems with the Estates or Harbor Links, you
7 know, et cetera.

8 And I haven't put a lot of thought into
9 it, but I'm certainly willing to discuss with
10 the district, if that's something the district
11 is interested in. And, again, I raise the
12 issue from propriety and any legal concerns.

13 MS. McCORMICK: I'll look at that issue.
14 I'm not sure that we can have the --

15 MR. CHESNEY: That would be a difficult
16 issue.

17 MS. McCORMICK: -- (inaudible) approach
18 it from a board member, but I'll look at it,
19 and I can get back with you individually about
20 that issue.

21 MR. ROSS: And so it's clear, it's an
22 issue that was raised by the district with the
23 previous owners --

24 MS. McCORMICK: Right.

25 MR. ROSS: -- so I'm happy to talk about

1 it, but it's not a driving issue with me.

2 MS. McCORMICK: Okay.

3 CHAIRMAN RAGUSA: I tried to purchase
4 those gas lamps from one of the prior owners.

5 MS. WHYTE: Me, too.

6 CHAIRMAN RAGUSA: The initial response
7 was, yes, but it got bogged down in
8 bureaucracy, and the decision was never able
9 to move forward. I am sensitive to -- and
10 obviously we're going to follow Florida law --
11 but I think this is a unique situation in that
12 those lamp posts are not readily available,
13 and there is really not a third-party source
14 for them.

15 They are our exact lamps that are in
16 Harbor Links and the Estates, and that's why
17 it's been about a year and a half we made an
18 effort to buy some of those.

19 We ended up buying the big community
20 display board. That was part of a garage sale
21 that took place in there. And that's hanging
22 up --

23 MR. CHESNEY: The property near the golf
24 course. Is that what you're talking about?

25 CHAIRMAN RAGUSA: Yeah, the welcome

1 center.

2 MS. McCORMICK: How many gas lamps are
3 there?

4 MR. MAYS: Ten.

5 MS. WHYTE: Ten.

6 MR. BARRETT: Just to speak on that, and
7 it's -- I don't know the value, even in terms
8 of -- but I had stopped by the district office
9 to drop off banners over the holiday --

10 CHAIRMAN RAGUSA: Denied.

11 MR. BARRETT: -- and I saw what you're
12 referring to as the model of the community.

13 CHAIRMAN RAGUSA: Yes.

14 MR. BARRETT: It's really not either
15 displayed or stored in an appropriate way that
16 it protects it. But if you did buy -- I just
17 thought someone -- if you did buy it, it
18 really needs to be taken care of, if it has
19 any value, but right now it looks like
20 something that's been thrown in a raised
21 corner.

22 CHAIRMAN RAGUSA: Nothing was paid for
23 it, and it was going to be fire wood
24 somewhere.

25 MR. BARRETT: Okay.

<p style="text-align: right;">Page 149</p> <p>1 MR. ROSS: Are you talking about the</p> <p>2 diorama?</p> <p>3 CHAIRMAN RAGUSA: Yes.</p> <p>4 MR. ROSS: I would be happy to take it</p> <p>5 and restore it and fix it up and put it on my</p> <p>6 property.</p> <p>7 CHAIRMAN RAGUSA: We'll trade you</p> <p>8 diorama for some lamp posts.</p> <p>9 MR. ROSS: We'll have to haggle a little</p> <p>10 bit on that one. I'm not sure of the value.</p> <p>11 But more to the point of, whatever would</p> <p>12 make the district happy. I don't want to do</p> <p>13 anything that would be inappropriate or --</p> <p>14 CHAIRMAN RAGUSA: I think we appreciate</p> <p>15 the disclosure. I think it was appropriate.</p> <p>16 Erin has to come back to us with, you know,</p> <p>17 can we do business with a supervisor, you</p> <p>18 know, those sorts of things?</p> <p>19 Is it a general law that there is no</p> <p>20 exceptions? What are we facing here? I think</p> <p>21 -- and that assumes you have any interest in</p> <p>22 selling the lamp posts. I don't know that you</p> <p>23 do.</p> <p>24 MR. CHESNEY: He just said he did.</p> <p>25 CHAIRMAN RAGUSA: And I'm not asking</p>	<p style="text-align: right;">Page 151</p> <p>1 think that that would be a normal policy.</p> <p>2 CHAIRMAN RAGUSA: The secretary or the</p> <p>3 supervisor of elections.</p> <p>4 MS. McCORMICK: Are you --</p> <p>5 CHAIRMAN RAGUSA: There's great Sunshine</p> <p>6 material. It's online.</p> <p>7 MS. McCORMICK: Right. You probably</p> <p>8 have a manual, too, for supervisors.</p> <p>9 CHAIRMAN RAGUSA: We did. We had --</p> <p>10 MR. CHESNEY: I know that manual.</p> <p>11 MR. MENDENHALL: We have ethics --</p> <p>12 MR. CHESNEY: But do the employees have</p> <p>13 stuff -- because there's been things like,</p> <p>14 let's say, we had a supervisor that had a</p> <p>15 hypothetical contract with the district or</p> <p>16 before he was a supervisor and then becomes a</p> <p>17 supervisor, or any potential issues that might</p> <p>18 come down the road or things like this.</p> <p>19 MS. McCORMICK: Specifically related to</p> <p>20 business and financial --</p> <p>21 MR. CHESNEY: Yeah, or employees.</p> <p>22 MS. McCORMICK: Right.</p> <p>23 MR. MENDENHALL: Employee vendor issues.</p> <p>24 MR. CHESNEY: Yeah, employee vendor</p> <p>25 issues.</p>
<p style="text-align: right;">Page 150</p> <p>1 you.</p> <p>2 MR. ROSS: I'm receptive to discussing</p> <p>3 it with the district, absolutely.</p> <p>4 CHAIRMAN RAGUSA: Okay.</p> <p>5 MR. ROSS: And we're doing all the</p> <p>6 normal things you do when you buy a piece of</p> <p>7 property. You're getting all your bids, your</p> <p>8 quotes, you're understanding the property, and</p> <p>9 all that kind of stuff.</p> <p>10 CHAIRMAN RAGUSA: Mr. Chesney.</p> <p>11 MR. CHESNEY: To that, when we were</p> <p>12 doing this employee manual, Andy and I briefly</p> <p>13 touched on that perhaps it's -- and we put it</p> <p>14 aside -- perhaps we should also have like an</p> <p>15 ethics portion of it.</p> <p>16 And I think that that would probably be</p> <p>17 useful for both supervisors and employees. So</p> <p>18 we weren't sure how to address it, so we</p> <p>19 didn't.</p> <p>20 MS. McCORMICK: Uh-huh.</p> <p>21 MR. CHESNEY: But since you're looking</p> <p>22 up that, that would be -- we should know or</p> <p>23 like to know exactly what is the correct and</p> <p>24 -- ethical and correct choice for supervisors</p> <p>25 and employees in conducting business. I would</p>	<p style="text-align: right;">Page 152</p> <p>1 MR. ZEIGLER: Professional behavior,</p> <p>2 social media comments. Thing like that?</p> <p>3 MR. MENDENHALL: Sure. Yeah. It could</p> <p>4 be all inclusive, yeah. That's --</p> <p>5 MR. CHESNEY: So when we sat down and</p> <p>6 started thinking -- because some of the</p> <p>7 manuals we looked at had those specific --</p> <p>8 CHAIRMAN RAGUSA: For supervisors?</p> <p>9 MR. CHESNEY: Well, for employees, too,</p> <p>10 disclosure requirements, but then we started</p> <p>11 thinking about supervisors, too.</p> <p>12 I mean, you took it upon yourself to</p> <p>13 bring this up, and it's -- and I know we have</p> <p>14 the employee manual that talks about that --</p> <p>15 not the employee manual, but from the</p> <p>16 supervisor of elections, the Sunshine manual.</p> <p>17 MS. McCORMICK: Right. Well, I think it</p> <p>18 would -- I think there's two different</p> <p>19 things. I mean, one would be the law that</p> <p>20 applies to public officers, supervisors,</p> <p>21 district manager of the district, and that --</p> <p>22 that's an issue that's separate from anything</p> <p>23 that we would want to include in the employee</p> <p>24 manual related to, you know, things that</p> <p>25 aren't necessarily specific to public</p>

1 entities, but appropriate behavior.

2 MR. CHESNEY: Well, I'll be specific.
3 We weren't really sure from a -- I mean,
4 they're essentially government employees. So,
5 I mean, are there special laws that talk about
6 government employees and how they interact
7 with vendors?

8 MS. McCORMICK: Typically, but it's the
9 decision-making employees that have
10 administrative -- official administrative
11 responsibilities, because those employees
12 wouldn't be responsible for the decision-
13 making about purchases for the district
14 typically.

15 CHAIRMAN RAGUSA: So some dollar
16 amounts --

17 MR. CHESNEY: Well -- okay. How do you
18 define -- so Sonny buys something at Office
19 Depot --

20 CHAIRMAN RAGUSA: Sonny and Doug.

21 MS. WHYTE: We purchase items.

22 MR. CHESNEY: Yeah. So, anyways, I
23 would like to know what the laws are on that.

24 MS. McCORMICK: Okay. All right. Well,
25 we -- I can work on that and get together with

1 month. And I'll also look at the specific
2 issue related to gas lamps and any other
3 personal property.

4 MR. ROSS: Yes. It would be two
5 issues. It would be, one, me selling to them,
6 personal property, the gas lamps.

7 MS. McCORMICK: Uh-huh.

8 MR. ROSS: And, Two, are there concerns
9 about me retaining as a vendor --

10 MS. McCORMICK: Right. Right.

11 MR. ROSS: -- Mainscapes, who is doing
12 work for the district.

13 MS. McCORMICK: Right. Okay.

14 CHAIRMAN RAGUSA: Are you bidding the
15 landscape work to other contractors?

16 MR. ROSS: I was going to say, to be
17 clear, I already hired Mainscape to do some
18 tree work, and it wasn't until after I did
19 that, the light bulb went off.

20 But to your question, I am getting bids
21 for the ongoing maintenance work, and it was
22 logical to me that I'd approach Mainscape
23 because our intention is to have the standards
24 of the property equal to the standards of
25 Westchase.

1 Andy, and we can, you know, I think present
2 some parameters for that that you may or may
3 not want to include in the employee manual
4 specifically related to business and financial
5 dealings.

6 If you want something broader, as far as
7 appropriate, you know, employee behavior that
8 you would want to include in the employee
9 manual, I would probably want to talk to one
10 of our labor attorneys and get something from,
11 you know, the manuals that they get together
12 with --

13 MR. CHESNEY: Well, I think the starting
14 point was, we weren't sure exactly what the
15 law said, you know.

16 MS. McCORMICK: Right.

17 MR. CHESNEY: I mean, are government
18 employees allowed to, you know, buy from
19 wherever?

20 MS. McCORMICK: Right. Okay.

21 MR. CHESNEY: I mean, just so we can
22 understand policy. Okay.

23 MS. McCORMICK: Yeah. Okay. Well, I
24 can address that for you, and I'll put
25 together something for you all for next

1 So things like perennials, they can do
2 it cheaper, faster, be more responsive than
3 any other vendor. And so that's my thinking,
4 but some might say, "Oh, they're giving you a
5 special deal because they're" -- you know,
6 whatever -- "because anybody else would
7 charging you overhead or a tack-on fee" or
8 whatever it maybe. I just want to do it the
9 right way.

10 CHAIRMAN RAGUSA: And you're doing the
11 right thing.

12 MR. ROSS: Okay. But my intention would
13 be to go to Mainscape and ask them to provide
14 me a quote for the ongoing monthly
15 maintenance, and they said they are receptive
16 to doing that. Just haven't gotten there.

17 CHAIRMAN RAGUSA: Gotcha. Anything
18 else?

19 MR. ROSS: Those are my three issues.
20 Thank you.

21 CHAIRMAN RAGUSA: Where are we with the
22 water park, Mr. Chesney?

23 MR. CHESNEY: Oh, I did actually call
24 them.

25 CHAIRMAN RAGUSA: We'll bring it up in

1 February.
 2 MR. CHESNEY: I think you should table
 3 it.
 4 CHAIRMAN RAGUSA: Okay.
 5 MR. CHESNEY: He's going to get back to
 6 me. How about that?
 7 CHAIRMAN RAGUSA: Okay. That works for
 8 me.
 9 MR. CHESNEY: But I did call him, so I
 10 did -- I did call him. He didn't call you
 11 back?
 12 MS. WHYTE: No, he did not.
 13 CHAIRMAN RAGUSA: Any other supervisor
 14 comments?
 15 MR. ZEIGLER: I just have two quick
 16 items. I wanted to find out on the new
 17 property we just purchased, have we looked
 18 into fencing it?
 19 MR. MAYS: Fencing it?
 20 MR. ZEIGLER: Yes. And the reason why
 21 is I've observed the amount of tree debris and
 22 junk that's been dumped back there.
 23 MS. WHYTE: We're waiting for Erin.
 24 Right?
 25 MR. MAYS: No, we haven't.

1 MR. ZEIGLER: There is some partial like
 2 cattle fencing already there.
 3 MR. MAYS: What's that?
 4 CHAIRMAN RAGUSA: I thought we were
 5 going to look into the possibility of that.
 6 MR. MAYS: If we did, I dropped the ball
 7 then.
 8 MS. WHYTE: I thought we were waiting
 9 for legal counsel to see what the legal
 10 definition of what kind of fencing we could
 11 put up there.
 12 MR. ZEIGLER: Existing fencing, it's
 13 partially torn down, but it's like cattle
 14 fence.
 15 MS. McCORMICK: Yeah. No. There is a
 16 different issue related to all sorts of
 17 property, but that doesn't really have
 18 anything to do with securing the property.
 19 MS. WHYTE: So we can start -- we can
 20 get quoting. Okay. So we can get --
 21 MS. McCORMICK: Yeah.
 22 MR. MAYS: Sonny, one at a time.
 23 MS. WHYTE: Thank you for --
 24 MR. ZEIGLER: The other item I had was
 25 the fountain. Are we having it maintained?

1 Is it under a maintenance agreement?
 2 MR. MAYS: Yes. Quarterly, Sonny?
 3 MS. WHYTE: Yes, sir.
 4 MR. ZEIGLER: And the only reason I ask
 5 is sometimes I'll see the jets shooting at
 6 different --
 7 MR. MAYS: Yeah. And I think --
 8 MR. ARGUS: The new pond is where you're
 9 talking about, not the interactive ponds --
 10 MR. ZEIGLER: Correct.
 11 MR. ARGUS: Okay.
 12 MR. MAYS: I think it was serviced
 13 almost a month ago now.
 14 CHAIRMAN RAGUSA: Any other resident --
 15 or supervisor comments?
 16 MR. ARGUS: No.
 17 CHAIRMAN RAGUSA: Nothing, Mr. Argus?
 18 MR. ARGUS: No.
 19 CHAIRMAN RAGUSA: All right. Any
 20 residents or other concerns?
 21 (No response.)
 22 CHAIRMAN RAGUSA: All right. A motion
 23 to adjourn would be appropriate.
 24 MR. ROSS: So move.
 25 CHAIRMAN RAGUSA: Second?

1 MR. ZEIGLER: Second.
 2 CHAIRMAN RAGUSA: All in favor say aye.
 3 (All board members signify in the
 4 affirmative.)
 5 (At 6:30 p.m., the meeting adjourns.)
 6
 7
 8
 9
 10
 11
 12
 13
 14



Mark Ragusa
Chairman, Westchase CDD



Andrew P. Mendenhall, PMP
Secretary, Westchase CDD