

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: October 1, 2013

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

PLACE: Westchase Community
Association Office
10049 Parley Drive
Tampa, FloridaREPORTED BY: Kimberly Ann Roberts
Notary Public
State of Florida at LargeRICHARD LEE REPORTING
(813) 229-1588TAMPA: email: rlr@richardleereporting.com ST. PETERSBURG:
100 North Tampa Street, Suite 2060 535 Central Avenue
Tampa, Florida 33602 St. Petersburg, Florida 33701

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APPEARANCES:
WESTCHASE COMMUNITY DEVELOPMENT
DISTRICT BOARD MEMBERS:Mark Ragusa, Chairman
Greg Chesney
Brian Ross
Brian Zeigler
Bob Argus

ALSO PRESENT:

SEVERN TRENT SERVICES:
Andy Mendenhall, District Manager

DISTRICT ATTORNEY:

Erin McCormick

DISTRICT ENGINEER:

Tonja Stewart

WESTCHASE STAFF:

Doug Mays
Sonny Whyte

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1 The transcript of Westchase Community
2 Development District Board Meeting, on the 1st day
3 of October, 2013, 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 October 1, 2013
11 Westchase Community Development District
12 meeting.

13 The record shall reflect that all
14 supervisors are present, along with district
15 manager and district counsel. We are waiting
16 on district engineer, I understand.

17 Let's go ahead and start with the Pledge
18 of Allegiance, if we could. Please stand.

19 (The Pledge of Allegiance was recited.)

20 CHAIRMAN RAGUSA: All right. The first
21 item we have is the consent agenda. It's my
22 understanding that there have been no proposed
23 corrections to the minutes from the October 1,
24 2013 meeting.

25 Does anybody have any changes at this

1 And we're requesting authorization to use the
2 town center for a holiday concert on December
3 12th, 2013 from 7:00 to 10:00 p.m. -- it might
4 be until 9:00 p.m.

5 It will be -- the band will be Gil
6 Machin and his band. He's been here a couple
7 years ago. He will do light jazz, and then
8 some holiday music.

9 MR. ARGUS: What was that date again?

10 MS. SELLS: I'm sorry.

11 MR. ARGUS: The date again?

12 CHAIRMAN RAGUSA: 12th.

13 MS. SELLS: December 12th.

14 CHAIRMAN RAGUSA: Do we have any known
15 conflicts with the venue? Did Sonny indicate
16 anything to you?

17 MS. SELLS: No. Just said I had to ask
18 you guys.

19 CHAIRMAN RAGUSA: Okay.

20 (Mr. Mays enters the room.)

21 CHAIRMAN RAGUSA: Just off the top of my
22 head, how are you guys going to control the
23 sound from the performance?

24 MS. SELLS: I don't get the impression
25 that he's real loud because he's jazz, rather

1 time?

2 (No response.)

3 CHAIRMAN RAGUSA: A motion to approve
4 the consent agenda will be appropriate.

5 MR. ARGUS: So moved.

6 CHAIRMAN RAGUSA: Do we have a second?

7 MR. ZEIGLER: Second.

8 CHAIRMAN RAGUSA: Any discussion?

9 (No response.)

10 CHAIRMAN RAGUSA: No discussion. All in
11 favor, please signify by saying aye.

12 (All board members signify in the
13 affirmative.)

14 CHAIRMAN RAGUSA: Any opposition?

15 (No response.)

16 CHAIRMAN RAGUSA: None noted. That
17 motion passed five to nothing.

18 (Motion passed.)

19 CHAIRMAN RAGUSA: Audience comments, a
20 request to use Westpark Village green space
21 for a holiday concert. Ms. Sells.

22 MS. SELLS: Yes, sir.

23 CHAIRMAN RAGUSA: Do you wish to come up
24 and identify yourself? Or you can sit.

25 MS. SELLS: Nancy Sells, WCA President.

1 than the big amp that they always have.

2 CHAIRMAN RAGUSA: Okay.

3 MS. SELLS: I can check with Debbie on
4 that. Do you want me to go ask her now?

5 CHAIRMAN RAGUSA: Nancy, what
6 organization are you asking on behalf of?

7 MS. SELLS: The WCA. It will be a WCA-
8 sponsored event.

9 MR. CHESNEY: So move.

10 CHAIRMAN RAGUSA: We have a motion.

11 MR. ROSS: Second.

12 CHAIRMAN RAGUSA: Seconded. Any further
13 discussion?

14 MR. ARGUS: I could support it if we ask
15 that they have the sound meter monitored.

16 CHAIRMAN RAGUSA: Is that a requirement
17 in the motion?

18 (No response.)

19 CHAIRMAN RAGUSA: Not hearing that it's
20 a requirement in the motion, any further
21 discussion?

22 (No response.)

23 CHAIRMAN RAGUSA: All in favor of the
24 motion, please raise your hand.

25 (Board members signify in the

<p style="text-align: right;">Page 9</p> <p>1 affirmative.)</p> <p>2 CHAIRMAN RAGUSA: All opposed.</p> <p>3 (Board member signifies in the</p> <p>4 affirmative.)</p> <p>5 CHAIRMAN RAGUSA: Okay. That motion</p> <p>6 passes four to one, with Mr. Argus voting</p> <p>7 against.</p> <p>8 (Motion passed.)</p> <p>9 CHAIRMAN RAGUSA: You will coordinate</p> <p>10 with staff on any logistic issues?</p> <p>11 MS. SELLS: Yes.</p> <p>12 CHAIRMAN RAGUSA: Thank you.</p> <p>13 We have a couple of off-agenda items I</p> <p>14 think we should take before the district</p> <p>15 engineer shows.</p> <p>16 The first one is, if you'll -- some of</p> <p>17 you may not know, because it happened and was</p> <p>18 resolved so quickly, a truck hit the guard</p> <p>19 gate at The Greens entrance.</p> <p>20 The staff and professionals addressed it</p> <p>21 very quickly, we reached an insurance</p> <p>22 settlement, and the reconstruction work was</p> <p>23 done within -- what? -- ten days total.</p> <p>24 I was asked to sign a release in favor</p> <p>25 of the driver and the owner of the vehicle and</p>	<p style="text-align: right;">Page 11</p> <p>1 in their favor? I'm confused on the</p> <p>2 terminology.</p> <p>3 CHAIRMAN RAGUSA: We made a claim</p> <p>4 against the driver's insurance company.</p> <p>5 MR. ARGUS: Okay.</p> <p>6 CHAIRMAN RAGUSA: They paid the claim.</p> <p>7 As part of that, we had to give them a release</p> <p>8 for any --</p> <p>9 MR. ARGUS: Oh, okay.</p> <p>10 CHAIRMAN RAGUSA: -- and all other</p> <p>11 claims arising out of that property damage</p> <p>12 claim.</p> <p>13 MR. ARGUS: Understood.</p> <p>14 CHAIRMAN RAGUSA: That's what we did.</p> <p>15 MR. ZEIGLER: There's no other repairs</p> <p>16 to be done; it's all wrapped up?</p> <p>17 MR. MAYS: It's all done.</p> <p>18 CHAIRMAN RAGUSA: It was so fast, a lot</p> <p>19 of people didn't even realize it had</p> <p>20 happened. Any further discussion?</p> <p>21 (No response.)</p> <p>22 CHAIRMAN RAGUSA: All in favor of the</p> <p>23 motion, please raise your hand.</p> <p>24 (All board members signify in the</p> <p>25 affirmative.)</p>
<p style="text-align: right;">Page 10</p> <p>1 their insurance company. We were under the</p> <p>2 time constraint to get that building</p> <p>3 reconstructed and repaired.</p> <p>4 I signed that release on behalf of the</p> <p>5 Westchase Community Development District as</p> <p>6 part of the settlement of the claim. We were</p> <p>7 fully paid that claim, and I would ask that</p> <p>8 the full board of supervisors ratify my</p> <p>9 execution of the release in favor of -- Andy,</p> <p>10 can you describe who it is in favor of?</p> <p>11 MR. MENDENHALL: Sure. Let me see</p> <p>12 here. It's in favor of Famous Tate Electric</p> <p>13 Company, and it's Famous Tate Oldsmar, LLC,</p> <p>14 Xavier Hercules, Federated Mutual Insurance,</p> <p>15 and it's in the amount of \$12,827.51.</p> <p>16 CHAIRMAN RAGUSA: Mr. Ross.</p> <p>17 MR. ROSS: Just so we're clear, it was a</p> <p>18 just a property damage claim, no personal</p> <p>19 injuries involved?</p> <p>20 CHAIRMAN RAGUSA: That's correct.</p> <p>21 MR. ROSS: So move.</p> <p>22 MR. CHESNEY: Second.</p> <p>23 CHAIRMAN RAGUSA: Any further</p> <p>24 discussion?</p> <p>25 MR. ARGUS: I don't understand. It was</p>	<p style="text-align: right;">Page 12</p> <p>1 CHAIRMAN RAGUSA: That motion passes</p> <p>2 five to nothing.</p> <p>3 (Motion passed.)</p> <p>4 CHAIRMAN RAGUSA: Do I vote to ratify</p> <p>5 myself?</p> <p>6 MS. McCORMICK: Yeah, that's fine.</p> <p>7 CHAIRMAN RAGUSA: Okay. So it passes</p> <p>8 five to nothing.</p> <p>9 Mr. Chesney has a topic here that's off</p> <p>10 as well on the splash park. You had an</p> <p>11 update.</p> <p>12 MR. CHESNEY: Okay. You should have</p> <p>13 received from Andy two drawings for the splash</p> <p>14 pad. I met with the contractor, and we don't</p> <p>15 have to ratify anything today, but I'm open</p> <p>16 for questions, and I wanted to explain the</p> <p>17 two.</p> <p>18 If you'll notice -- if I could just see</p> <p>19 one of them, just so I can give you the right</p> <p>20 numbers --</p> <p>21 MR. ZEIGLER: The second one didn't</p> <p>22 open.</p> <p>23 CHAIRMAN RAGUSA: I could only open</p> <p>24 one.</p> <p>25 MR. ZEIGLER: Correct. The second link</p>

1 did not work.

2 MR. ARGUS: No.

3 MR. CHESNEY: That's weird. It worked
4 on mine.

5 CHAIRMAN RAGUSA: I could only open the
6 first one.

7 MR. CHESNEY: Okay. Well, we'll send it
8 back out. I mean, there were two Dropbox
9 links.

10 CHAIRMAN RAGUSA: The second one did not
11 work.

12 MR. CHESNEY: That's strange. Okay. I
13 mean, they weren't from me, they were from the
14 contractor, but I'll give you the general gist
15 of it.

16 You can bring that fountain up to a
17 better condition -- in other words, a more
18 operable condition, better water flow, lights,
19 make it attractive -- for about eighteen to
20 twenty thousand dollars. Where it gets
21 expensive is the brick pavers.

22 So I encourage you to go over there and
23 look at the brick pavers. Once you bring up
24 the brick pavers, then you need to just
25 basically redo the entire fountain, and you're

1 looking at one hundred and twenty five to one
2 hundred and fifty thousand.

3 He had a suggestion on that, is if you
4 do bring it up, you know, and decide to redo
5 the whole fountain, that you make it more of a
6 showpiece fountain and less of a bounce-
7 around-little-kid fountain. So the water flow
8 will be higher, and it will have more of a wow
9 factor in and of itself.

10 It doesn't mean you -- and also there
11 are some certain regulatory reasons why you
12 might do that as far as code and bringing it
13 up to code.

14 So in general, it's, you know, whether
15 or not you want to do the project, but
16 really, it's whether or not you want to make
17 it an operable, more useful functioning
18 fountain, which is in the neighborhood of
19 \$20,000, or actually just make it look pretty
20 again. Personally, I mean, I -- yeah.

21 MR. ARGUS: So this one is \$20,000, the
22 tiered --

23 MR. CHESNEY: There's two drawings.
24 That's the second one. That's the more
25 expensive -- the price is on the bottom.

1 The reason I asked for it -- you'll see
2 -- you can denote them by the prices on the
3 bottom. The other one will say \$18,000. I'm
4 really flabbergasted --

5 CHAIRMAN RAGUSA: That's the one on the
6 iPad?

7 MS. WHYTE: Yeah.

8 MR. CHESNEY: I don't understand. Sonny
9 can send it back out to you guys. I just
10 don't understand. It's a bad link.

11 MR. ZEIGLER: I'm opening up the email
12 now. At least it's working on mine.

13 CHAIRMAN RAGUSA: I couldn't open it.

14 MR. CHESNEY: So I'm open for any
15 questions about it.

16 MR. ROSS: Do you have a recommendation
17 as to one versus the other?

18 MR. CHESNEY: Me? For the time being or
19 -- I don't think the brick is that bad. I
20 mean, it's old, it's faded, but I would just
21 dress it up with lights. I know that staff
22 might have a different recommendation, but I
23 would put in new nozzles, clean it out and put
24 in lights; basically rehab the one that's
25 there existing.

1 CHAIRMAN RAGUSA: Is that the \$18,000
2 fix?

3 MR. CHESNEY: Yeah. Yeah.

4 MR. ARGUS: If I remember --

5 MR. CHESNEY: This is my thinking on
6 that, is that right now, it looks bad because
7 all it is is a little stream of water shoots
8 up, and you can see all the bricks.

9 If you put in different nozzles,
10 increase the flow, I bet it's going to mask
11 the bottom a lot more than it is currently.
12 And, quite frankly, the bricks, I think it
13 would end up getting more expensive, because
14 the bricks already match everything else
15 that's already out there, and it's not like
16 we're going to redo the whole park.

17 So that's why my recommendation is
18 really kind of on the lower end, because I
19 think the increased water flow will mask it
20 and, you know, it won't be as noticeable. So
21 that's my recommendation.

22 CHAIRMAN RAGUSA: Mr. Argus.

23 MR. ARGUS: If memory serves me
24 correctly, isn't there a problem with pump
25 housing and stuff?

1 MR. CHESNEY: No.

2 MR. ARGUS: Is replacing or repairing
3 that included in the \$18,000?

4 MR. CHESNEY: Yes. And it's not serious
5 work. What it really is, is the pipe there is
6 only -- is Doug here?

7 MR. MAYS: Yeah.

8 MR. CHESNEY: Because I might get my
9 numbers wrong.

10 I want to say it's a half-inch pipe, and
11 any fountain of that size is supposed to be --
12 what -- three-quarter inch? So it really, to
13 do anything other than what you have, would be
14 much more expensive. You have to redo some of
15 the pump housing and you have to redo the pipe
16 from the pump housing there.

17 But he thought that with the half-inch
18 pipe, if you put in different nozzles and then
19 put in some lights so that it was kind of lit
20 and put it on a timer, he thought that you
21 could get a spray nozzle that would give it a
22 wider -- you know, a wider beam of water and
23 that it would fill up the pad.

24 CHAIRMAN RAGUSA: Mr. Ross.

25 MR. ROSS: Under either option, would

1 nozzles and things like that, so he's not
2 changing out the pump house and things.

3 MR. ROSS: Then my second question is,
4 you made the comment we wouldn't do something
5 unless we were overhauling the whole park, and
6 we're not going to do that.

7 Were you indicating that that's your own
8 personal preference? You don't think we'd do
9 any other further work to that green area
10 there, or are you saying that's such a longer,
11 bigger task that it's not worth talking about
12 now?

13 MR. CHESNEY: Well, I don't know if it's
14 not worth talking about, but I would think --
15 my thought, my personal thought, is that if
16 you're going to redo the fountain, then you
17 might consider redoing the park as a whole.

18 MR. ROSS: I personally would have to
19 agree with that. It makes sense to do it in a
20 larger area.

21 MR. CHESNEY: Right. So that's really
22 what I meant. That's why my recommendation
23 would be if you're going to do that, then I
24 would actually put out a bid for a -- I don't
25 know -- landscape architect and have them

1 the area still remain an area in which kids
2 can go walk through the water and such?

3 MR. CHESNEY: Well, if you redo the
4 whole pad, his suggestion, and I thought it
5 was -- and he had good reasons for it, you can
6 just redo the aerators and the lights with the
7 current configuration, and it will be one for
8 kids to go through.

9 His suggestion is that if we kind of
10 ripped it up and did a more major overall,
11 that he would change it to technically more of
12 a showpiece fountain. And there are reasons
13 why -- code reasons why he would make that
14 recommendation.

15 Now, he could do that where the kids
16 would still be able to play in it, but there
17 would probably be some additional cost to that
18 and some additional monitoring that would be
19 required from us.

20 MR. ROSS: And under the 18,000 one, it
21 would still be --

22 MR. CHESNEY: Yeah, because he already
23 had the permit. He didn't think that was
24 going to be an issue, because he's not
25 changing anything really other than the

1 redo the whole park. That would be my
2 suggestion, if you wanted to go that path.

3 MR. ROSS: Which I think we did at one
4 time, or something similar to --

5 CHAIRMAN RAGUSA: Not there.

6 MR. CHESNEY: We had someone come.

7 CHAIRMAN RAGUSA: Hardeman -- Hardeman-
8 Kempton came in. It came in at a half a
9 million dollar estimate.

10 MR. CHESNEY: Yeah. Well, his was kind
11 of crazy.

12 CHAIRMAN RAGUSA: Impressive.

13 MR. CHESNEY: It didn't really impress
14 me that much. I mean, he had mounds and
15 stuff.

16 But, anyway, so, yeah, so my
17 recommendation would be to either fix it or
18 hire a landscape architect to redo the park as
19 a whole.

20 CHAIRMAN RAGUSA: Any further
21 questions?

22 MR. ZEIGLER: What was our cost? I know
23 we tabled the other concept of the splash
24 park, but what were our costs, if you recall,
25 on those?

1 MR. CHESNEY: The other guy that came
2 in, they were in the ninety- to one-hundred-
3 and-twenty-thousand-dollar range as well.

4 This guy, I don't know how they found --
5 Doug and Sonny found him -- but I met with all
6 of the ones that have come through. This guy
7 was very much more knowledgeable about
8 fountains in general than the others.

9 I mean, you could ask him very specific
10 questions. He had an engineering background.
11 I don't know how you found him. They can
12 find --

13 MS. WHYTE: My fingers on the internet.

14 MR. CHESNEY: But he was impressive. I
15 mean, really he was impressive. He was the
16 first one also who didn't really try to
17 upsell. I mean, he -- you know, everyone else
18 was, you know, do this and that.

19 And, like I say, the problem that I
20 found in that, with all the ones that we've
21 met so far, is that a lot of them have these
22 proprietary water features. Now, granted, we
23 were only looking at, you know, a splash pad.

24 This guy is an engineer/contractor, so
25 his were more -- you know, he could kind of do

1 whatever he wanted, so to speak. You know, he
2 wasn't trying to sell product, I guess that's
3 what I'm saying.

4 MR. ZEIGLER: It just seems that the
5 interactive concept here for approximately
6 \$150,000 seems more simplistic than the
7 overall splash pad that was proposed to us in
8 the past. So I just didn't know why this was
9 so much more expensive than the more elaborate-
10 looking ones' positions.

11 MR. CHESNEY: Well, because that's
12 gutting the whole thing and bringing it up,
13 where the other one really was using the same
14 pad and just adding the water features on top
15 of it.

16 So this is more of a retrofit of -- that
17 particular one, that's not, you know, the one
18 that I would suggest, but that particular one
19 is he's just gutting it and putting a new
20 fountain in, which would be similar to buying
21 the hardware in the other places.

22 The other places, though, weren't
23 talking about bringing up the pavers, which
24 the pavers really, you know, they go with what
25 was existing. So they were just talking about

1 just adding those water features on the
2 existing pad.

3 And then any time you have to add the
4 pad -- add the features, you have to then
5 bring the pump and all that stuff up to a
6 bigger size.

7 CHAIRMAN RAGUSA: Well, the question I
8 have to ask is -- I think in however many
9 years, I've seen that feature being used once,
10 and that was during a Westchase Elementary
11 School function. There were less than 2,000
12 people there. That's the only time I've seen
13 anybody in that water.

14 MR. CHESNEY: I walk through there
15 almost on a nightly basis. There is usually
16 someone there during the summer, usually
17 little kids, you know, almost every evening.

18 CHAIRMAN RAGUSA: In all fairness,
19 during that time, some pumps were shut off.
20 They weren't shut off for a long period of
21 time. But my personal opinion is, it's not
22 even worth \$18,000. I don't think we'd get
23 anything spending \$18,000.

24 MR. CHESNEY: Well, I think it looks
25 pathetic now. And then you would need to dig

1 it up and plant something there, some tulips
2 or something.

3 CHAIRMAN RAGUSA: I don't want to take
4 features and assets away. It's not a
5 detriment to us, is it? There's no cost of
6 operating it?

7 MR. CHESNEY: Have you not driven by it?
8 I mean, it looks like -- you know, it looks
9 like a little kid, you know, pulling a Popeye
10 or something out there. I mean, it's --
11 it's -- it's --

12 CHAIRMAN RAGUSA: That's just my
13 opinion.

14 MR. CHESNEY: -- it's sad.

15 CHAIRMAN RAGUSA: Do we have a motion or
16 direction or desire?

17 MR. CHESNEY: I would suggest you guys
18 go out and look at it and then come back.
19 You have what I would make as a motion, which
20 would be to go ahead with the basic retrofit.

21 CHAIRMAN RAGUSA: That's the \$18,000
22 fix?

23 MR. CHESNEY: Yeah. And since you guys
24 can't actually look at it for some reason, you
25 know, you should at least take a look at it.

1 MS. WHYTE: I can make prints if you
2 want me to.
3 MR. CHESNEY: Yeah. Sure.
4 MS. WHYTE: I can get Debbie to print
5 it.
6 MR. ZEIGLER: Well, I've seen the
7 fountain, and I -- going back to previous
8 meetings, I think we can all agree that we
9 don't want stampedes of people through there.
10 At the same time, it shouldn't be an
11 eyesore, which it is kind of a sad looking, you
12 know --
13 MR. CHESNEY: It's very sad.
14 MR. ZEIGLER: If it was slightly
15 enhanced and attracted a few more of the local
16 residents, I mean, I think that would probably
17 be a good thing, but again, I don't think it
18 would be a great idea to upgrade it in such a
19 substantial cost, like, you know, big money
20 splash park that would actually attract
21 outsiders in.
22 So, you know, I think we've been beating
23 this thing around for quite a while. I don't
24 know -- I think we really need to tighten this
25 up and probably put this thing to rest. It

1 sounds like it's been a topic for --
2 MR. CHESNEY: Well, I mean, if you want,
3 in lieu of an actual motion, we could -- if I
4 have that direction, we can meet with a
5 contractor and get an actual proposal for
6 acceptance for next month's meeting, on the
7 lower-end one, and that's actually what lights
8 he's going to do, what, you know, jets he's
9 going to put in, you know, his exact
10 guaranteed price.
11 MR. ZEIGLER: On the basic concept?
12 MR. CHESNEY: Yeah.
13 CHAIRMAN RAGUSA: Mr. Argus, do you have
14 anything?
15 MR. ARGUS: I was just reflecting back
16 on what Brian Ross was saying about the
17 comprehensive plan, if we're going to do
18 anything, as opposed to trying to piecemeal
19 it.
20 If we have any desire to make any other
21 changes, I'd like to see this done at the same
22 time as those changes.
23 MR. CHESNEY: I mean, having looked at
24 it recently, I mean, the only change I might
25 make is a bench or two out there because they

1 were looking a little shabby, too.
2 I mean, I -- especially if you don't
3 want to draw a lot of people into it. I mean,
4 if you put a bunch of money into it and create
5 this -- you're going to get a lot of people in
6 there, but right now, it's just sad.
7 CHAIRMAN RAGUSA: I don't see a
8 consensus here. Mr. Ross.
9 MR. ROSS: I think we should do exactly
10 what you suggested and go back to the
11 contractor and have him present to us a more
12 detailed, comprehensive proposal with specific
13 price for that lower-end project.
14 MR. CHESNEY: Okay. And if you look at
15 the picture, you'll see he did an idea of what
16 the water flow would be on it, so you'll get
17 an idea of what I was talking about as masking
18 the bottom of the pad.
19 CHAIRMAN RAGUSA: Mr. Argus.
20 MR. ARGUS: One of your comments was --
21 CHAIRMAN RAGUSA: Put that on the agenda
22 for next month.
23 MR. ARGUS: -- "Staff may not agree with
24 me." Was that -- what would staff like to do?
25 MR. CHESNEY: Well, hold on. I'll

1 speak. They were split.
2 MR. ARGUS: Okay.
3 MR. CHESNEY: One staff member, who will
4 be nameless, maybe agrees with Mr. Ragusa, and
5 one staff member, who will remain nameless,
6 thought that, you know, we should go a little
7 bit bigger and bolder. Was that a fair --
8 MR. MAYS: You don't need to not throw
9 names. I think they know.
10 MR. CHESNEY: So -- yes, but I'm saying,
11 if you go bigger and bolder, you know, then
12 really you should look at redoing the park as
13 a whole.
14 MS. WHYTE: Just to add to that, the
15 apartment complex is on the verge in the near
16 future of taking out those (inaudible) that
17 are positioned on each of the corners because
18 they're rotting away at the bottom, and she is
19 looking at removing them altogether and
20 keeping all of those stations inside their
21 development so there will be nothing on those
22 fields.
23 MR. CHESNEY: Okay.
24 MS. WHYTE: Okay.
25 CHAIRMAN RAGUSA: Okay. We'll put that

<p style="text-align: right;">Page 29</p> <p>1 on next month's agenda then.</p> <p>2 You'll get a formal proposal with better</p> <p>3 drawings maybe?</p> <p>4 MR. CHESNEY: Yeah. The drawing is not</p> <p>5 bad. Obviously it didn't come through, for</p> <p>6 some reason.</p> <p>7 CHAIRMAN RAGUSA: It's a circle with</p> <p>8 some dots in it. That's about all it was.</p> <p>9 MR. CHESNEY: The other one actually has</p> <p>10 the side view and stuff.</p> <p>11 CHAIRMAN RAGUSA: Not the one Sonny just</p> <p>12 showed us.</p> <p>13 MR. CHESNEY: Anyways, so -- okay.</p> <p>14 CHAIRMAN RAGUSA: If you can get us</p> <p>15 those, we'd appreciate it.</p> <p>16 MR. CHESNEY: I'll get a written</p> <p>17 proposal.</p> <p>18 CHAIRMAN RAGUSA: I'm going to jump to</p> <p>19 the major topic of discussion today.</p> <p>20 Is Tonja coming?</p> <p>21 MR. MENDENHALL: I hadn't heard</p> <p>22 otherwise. I can reach out to her.</p> <p>23 MS. WHYTE: If you and her discussed</p> <p>24 what we talked about, she said she didn't feel</p> <p>25 she needed to come. She's available by phone</p>	<p style="text-align: right;">Page 31</p> <p>1 property. That would be a benefit</p> <p>2 potentially, but that's not what fuels me.</p> <p>3 I'm not driven by trying to resolve the</p> <p>4 whole easement into Stonebridge issue. That</p> <p>5 may be a benefit as well. But, rather, I was</p> <p>6 motivated by the fact that this major piece of</p> <p>7 property should have always been in Westchase,</p> <p>8 and in my view belongs in Westchase.</p> <p>9 It's the remaining significant piece of</p> <p>10 the pond. It's something that would</p> <p>11 potentially impact the quality of our water,</p> <p>12 the quality of our aesthetics; and I think</p> <p>13 that's something the community cherishes. And</p> <p>14 from that viewpoint, to the extent we can</p> <p>15 eliminate the uncertainty of possibly someone</p> <p>16 trying to change the aesthetic views or how</p> <p>17 that pond is used, I think our community</p> <p>18 benefits.</p> <p>19 So with that, I'll just turn it over to</p> <p>20 whoever. I should mention Erin did call me</p> <p>21 and clarify that one assumption in my report</p> <p>22 was either inaccurate or incomplete. So why</p> <p>23 don't you clear that up.</p> <p>24 MS. McCORMICK: Yeah. I mean, I guess I</p> <p>25 just want to kind of set the parameters for</p>
<p style="text-align: right;">Page 30</p> <p>1 if you need her.</p> <p>2 CHAIRMAN RAGUSA: I was waiting for</p> <p>3 her. Okay. I kind of -- all right. I</p> <p>4 thought she was going to be here.</p> <p>5 I'm inclined to turn this over to</p> <p>6 Mr. Ross, who I'm going to say has done an</p> <p>7 amazing job. Thank you very much for your</p> <p>8 effort.</p> <p>9 I think where we're at now is a tribute</p> <p>10 to both your personality and your professional</p> <p>11 skills. Your report was outstanding. I don't</p> <p>12 think it really left any unanswered questions,</p> <p>13 for me, at least.</p> <p>14 MR. CHESNEY: Yeah, I thought it was --</p> <p>15 CHAIRMAN RAGUSA: Do you want to go</p> <p>16 ahead and give an overview of what the</p> <p>17 situation is? And I think you had the</p> <p>18 checklist of our decision tree in here.</p> <p>19 I'll turn it over to you, Mr. Ross.</p> <p>20 MR. ROSS: I appreciate the compliment</p> <p>21 and kind remarks. I think I need to make a</p> <p>22 disclosure up front.</p> <p>23 I'm in favor of pursuing the land. My</p> <p>24 bias is not driven by trying to find and</p> <p>25 obtain another recreational piece of</p>	<p style="text-align: right;">Page 32</p> <p>1 what the CDD could use its money for to</p> <p>2 acquire this property for, because we've got</p> <p>3 to deal with what the powers of the district</p> <p>4 are to, you know, provide for the facilities</p> <p>5 of the community.</p> <p>6 So, from that standpoint, we would need</p> <p>7 to fit in the acquisition of the property into</p> <p>8 one of those powers, and some of them that I</p> <p>9 was looking at under the statute would be, you</p> <p>10 know, an area for recreational, educational,</p> <p>11 or cultural purposes that are permissible or</p> <p>12 authorized use by the district, landscaping</p> <p>13 for conservation area mitigation or wildlife</p> <p>14 habitat. If, you know, this property protected</p> <p>15 our water supply, that would be a reason for</p> <p>16 acquiring it, or water management and control</p> <p>17 of land.</p> <p>18 It wouldn't include like development of</p> <p>19 the property. So that's something to keep in</p> <p>20 mind if the district decides that it's going</p> <p>21 to acquire this. And another thing that --</p> <p>22 CHAIRMAN RAGUSA: How do you define</p> <p>23 development?</p> <p>24 MS. McCORMICK: Like for residential</p> <p>25 purposes would not be approved use by a</p>

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1 private individual as a resident.

2 CHAIRMAN RAGUSA: Could we use it for

3 our own development?

4 MS. McCORMICK: Well, if it fit within

5 one of those categories of authorized powers

6 that the district had, so --

7 MR. CHESNEY: Am I missing something?

8 Why did we think -- how would we even make it

9 -- what in the report led you to think there

10 was a potential problem in the powers?

11 MS. McCORMICK: I think that what I was

12 focusing on was the idea of the district

13 acquiring the property and then turning around

14 and maybe selling it to a private individual

15 or selling it to a private entity like the

16 association because --

17 CHAIRMAN RAGUSA: That's never -- I

18 never even heard that or thought that.

19 MS. McCORMICK: Okay.

20 CHAIRMAN RAGUSA: Two simple

21 hypotheticals. Under the current -- under our

22 powers, combined with the current zoning and

23 use of that property, could we build a park on

24 it, for example?

25 MS. McCORMICK: Yes.

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1 CHAIRMAN RAGUSA: Could we build a CDD

2 office on it?

3 MS. McCORMICK: Yes. Yes, you could do

4 those types of things.

5 CHAIRMAN RAGUSA: But we couldn't sell

6 it to somebody who wants to build a home or

7 some other structure --

8 MS. McCORMICK: Right.

9 CHAIRMAN RAGUSA: -- nor could we put --

10 go into the contracting business, build a

11 mansion on it and sell it to the highest

12 bidder.

13 MS. McCORMICK: Right. Right. So

14 that's the distinction.

15 And, I mean, there are some restraints.

16 You know, if at some point in time the CDD

17 decided it didn't want to hold onto the

18 property and wanted to sell it to somebody

19 else, you'd have to go through the process of

20 determining that it's, you know, surplus, not

21 needed property and then go through a bidding

22 process in order to do that.

23 CHAIRMAN RAGUSA: And I take it that's

24 time consuming and expensive?

25 MS. McCORMICK: Right -- well, I mean, I

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1 don't know that it would be that expensive,

2 but you might be limited in your ability to

3 control who the property would end up, you

4 know, being conveyed to.

5 MR. CHESNEY: We might get a lot less --

6 you might get less for the property than you

7 paid for it, which would look awkward.

8 CHAIRMAN RAGUSA: Would that statutory

9 restriction prevent us from assigning or

10 transferring the property?

11 MS. McCORMICK: Yes. Yes. Well, you

12 mean, for not -- for no consideration?

13 CHAIRMAN RAGUSA: Correct.

14 MS. McCORMICK: It's public property, so

15 if you wanted to convey it to a private

16 entity, I think that you may have to -- there

17 would potentially be restrictions on the

18 ability to take public land and convey it to a

19 private entity.

20 I haven't done a lot of research on

21 that, but I've had the issue come up with a

22 couple of other districts. So, you know, I've

23 done research in the past on that issue. But

24 Mr. Ross and I talked and, you know, decided

25 before we got some more insight into what

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1 direction the board wanted to go, I wasn't

2 going to do a lot of investigation.

3 MR. CHESNEY: And I understand then the

4 provision that you're talking -- that you put

5 in there, that you're talking about.

6 MS. McCORMICK: Yeah.

7 MR. ROSS: Well, I prepared the report

8 before we chitty-chatted. She was responding

9 to a report, and to the extent I was

10 suggesting we wanted -- we valued retaining

11 the pond portion, the non-developable portion,

12 the immediate pond bank, go back how many that

13 you want and then get rid of the remainder,

14 she was simply saying in response to that,

15 "Whoa, Brian, it's not as simple as that;

16 there may be some constraints on that."

17 CHAIRMAN RAGUSA: I'm sorry. I

18 interrupted you.

19 MS. McCORMICK: That's okay. I mean,

20 those were basically kind of the issues that I

21 wanted to identify, you know -- and I mean it

22 would depend upon if the district decided that

23 it was going to move forward with acquiring

24 the whole parcel or if there were another

25 private entity that, you know, might

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1 participate in this with the district.
 2 CHAIRMAN RAGUSA: Brian, we are under
 3 contract, subject to board of supervisors
 4 approval?
 5 MR. ROSS: Yes, we have a signed
 6 contract with a deposit down.
 7 CHAIRMAN RAGUSA: How much due diligence
 8 do we have left?
 9 MR. ROSS: I signed it on Friday, so we
 10 have 20 days. So counting from September
 11 27th, that is -- what? -- October 17th.
 12 CHAIRMAN RAGUSA: Okay. And your
 13 recommendation was that we do not do a Phase
 14 One?
 15 MR. ROSS: That is correct. They gave
 16 us a copy of the first page, which indicated
 17 it was clean.
 18 CHAIRMAN RAGUSA: Right.
 19 MR. ROSS: And on top of that, I don't
 20 really anticipate us doing third-party
 21 development, so I think our exposure on an
 22 environmental claim is relatively limited. So
 23 I don't see a purpose in it.
 24 CHAIRMAN RAGUSA: Mr. Chesney.
 25 MR. CHESNEY: Do you know if there was a

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1 valid TECO easement that comes with the
 2 parcel?
 3 MR. ROSS: I went over there to the bank
 4 today and got a thick pack of due diligence
 5 documents. I looked at this. There are what
 6 appears to be numerous TECO easements. I
 7 didn't spend time working my way through all
 8 of them, but I think we should assume that
 9 there are TECO easements on that parcel.
 10 MR. CHESNEY: I'm not a real estate guy,
 11 but we would get to keep those, I imagine.
 12 MS. McCORMICK: You're talking about
 13 encumbrances on the property that TECO has.
 14 He's not talking about TECO granting an
 15 easement.
 16 CHAIRMAN RAGUSA: Oh. That's what his
 17 question was, I think.
 18 MR. CHESNEY: Yeah, because, I mean, it
 19 was always my impression that he had gone to
 20 the trouble to get one, so we would really
 21 have some type of access.
 22 MR. ROSS: I misunderstood your
 23 question. There is clearly a letter from TECO
 24 over to -- here it is right here -- to
 25 somebody -- to the county, and it says they

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1 negotiated with the prior owner a private
 2 road.
 3 Now, I don't believe that's binding. I
 4 don't have in here a copy of any executed
 5 agreement. At least I didn't see one. So my
 6 belief is that never got executed and,
 7 therefore, would not be a benefit that we
 8 would acquire.
 9 Doesn't mean we couldn't go back to them
 10 and try to reopen that discussion.
 11 MS. McCORMICK: Right.
 12 MR. CHESNEY: Yeah. Okay.
 13 CHAIRMAN RAGUSA: I guess we -- there's
 14 a lot of decisions that are all interrelated.
 15 So I guess what we need to do is get a
 16 consensus, is there a desire to acquire the
 17 property under the contract terms?
 18 MR. ZEIGLER: I guess the first question
 19 is why? What are we going to do with it, and
 20 would we -- with the buy-in of the Stonebridge
 21 residents, there has to be a close
 22 relationship there to make it a successful
 23 purchase and useful purchase, in my opinion.
 24 If we just buy it to let it sit, to say
 25 we own it, I don't know if that would be very

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1 productive either.
 2 But, then again, somebody else is going
 3 to come to the table and someone else is going
 4 to buy it, someone else is going to go through
 5 the same process of trying to get Stonebridge
 6 residents to approve a cut-through, in other
 7 words, kind of keep the cycle going.
 8 So what does it -- what can we do to end
 9 the cycle, I guess is my question? How can we
 10 put some wraps around this that will make it a
 11 useful, functional piece of property if we
 12 were to acquire it with proper access through
 13 the Stonebridge neighborhood, or is there
 14 another access point?
 15 CHAIRMAN RAGUSA: I think there's
 16 potentially other access points. Mr. Ross.
 17 MR. ROSS: And I'd like to tackle the
 18 first part of your question. Your question
 19 seemed to suggest or imply that we have to do
 20 something with the parcel. And I don't share
 21 that view.
 22 My concern is, by way of example,
 23 somebody is going to put in 20 units over
 24 there that are three-story buildings, wipe out
 25 the shrubbery on the shoreline, so when

<p style="text-align: right;">Page 41</p> <p>1 someone comes into Westchase, that's going to</p> <p>2 be the view they see.</p> <p>3 Under the development plan that I saw on</p> <p>4 the due diligence documents, they can't build</p> <p>5 a boat ramp, they can't have watercraft, but I</p> <p>6 didn't see anything that would block the</p> <p>7 construction of a dock.</p> <p>8 So my concern then becomes, what happens</p> <p>9 if that owner builds a big, ugly dock in which</p> <p>10 people then want to hang signs on or whatever</p> <p>11 else they want to do? So actually my</p> <p>12 objective is not to acquire the property so as</p> <p>13 to do something with it, but rather my</p> <p>14 objective is to acquire the property so nobody</p> <p>15 does anything with it, if you will.</p> <p>16 MR. ZEIGLER: That's fair. That's</p> <p>17 good.</p> <p>18 MR. ROSS: Yeah. And so in my mind,</p> <p>19 what we're doing is we're reducing, if not</p> <p>20 eliminating, the risk that somebody is going</p> <p>21 to disturb the quality of our pond, the usage</p> <p>22 of our pond, the aesthetics of that -- well --</p> <p>23 I don't know what you call it, a shoreline or</p> <p>24 something. That's really my primary driving</p> <p>25 force.</p>	<p style="text-align: right;">Page 43</p> <p>1 MR. ARGUS: Okay. There were a lot of</p> <p>2 documents I came across today about this, so</p> <p>3 I'm trying to skim through it and trying to</p> <p>4 figure out what's going on here.</p> <p>5 In Tonja's email -- I believe it was</p> <p>6 from her -- they have -- she included the</p> <p>7 final conditions of approval that are</p> <p>8 currently on the parcel from --</p> <p>9 CHAIRMAN RAGUSA: From 2006?</p> <p>10 MR. ARGUS: Yeah, probably. Two of the</p> <p>11 things, scanning through this, popped out at</p> <p>12 me.</p> <p>13 One was a requirement that the applicant</p> <p>14 will provide a 10-foot landscape buffer and</p> <p>15 required opaque screening shall be in the form</p> <p>16 of a decorative or solid fence or wall along</p> <p>17 the northern and western boundaries.</p> <p>18 Are we required to put up a brick wall?</p> <p>19 MS. McCORMICK: Not unless you were to</p> <p>20 develop the property.</p> <p>21 MR. ARGUS: So if we were to put a CDD</p> <p>22 building on it, then this would take effect?</p> <p>23 MS. McCORMICK: Potentially if you were</p> <p>24 to do some development. I mean, that CDD</p> <p>25 building really is not an allowed use under</p>
<p style="text-align: right;">Page 42</p> <p>1 And if it turns out we can put a CDD</p> <p>2 building or we can put another park in there,</p> <p>3 that's an extra benefit. If we can help</p> <p>4 Stonebridge not have somebody jam an easement</p> <p>5 through there and we're litigating fifty to a</p> <p>6 hundred thousand dollars, that's an extra</p> <p>7 benefit, but that's not, at least for me,</p> <p>8 what's driving my approach.</p> <p>9 I'm not saying your approach is wrong,</p> <p>10 but I just think that the value to the</p> <p>11 community is broader than just simply a</p> <p>12 tangible use of it.</p> <p>13 MR. ZEIGLER: That's good. That's</p> <p>14 fair. I didn't imply that there had to be a</p> <p>15 use, but I just -- from my assumption, it</p> <p>16 seemed like there was going to be an alleged</p> <p>17 use for the property.</p> <p>18 MR. ROSS: That's fair.</p> <p>19 MR. ZEIGLER: Okay. That's fine. Okay.</p> <p>20 CHAIRMAN RAGUSA: Mr. Argus.</p> <p>21 MR. ARGUS: A couple of questions. I</p> <p>22 assume that if we own the property we pay no</p> <p>23 county taxes on it. Is that correct?</p> <p>24 MS. McCORMICK: Not if it's used for</p> <p>25 public uses. Right.</p>	<p style="text-align: right;">Page 44</p> <p>1 the current zoning parcel.</p> <p>2 MR. ARGUS: Right. Okay. What about if</p> <p>3 we developed it into a park --</p> <p>4 MS. McCORMICK: Right.</p> <p>5 MR. ARGUS: -- would we be required then</p> <p>6 to put up an opaque barrier?</p> <p>7 MS. McCORMICK: We'd have to work with</p> <p>8 the county to see what kind of screening</p> <p>9 requirement they would require at that point,</p> <p>10 depending upon what type of use was going to</p> <p>11 go in there.</p> <p>12 MR. ARGUS: Okay. And throughout this</p> <p>13 they talk a lot about interconnection of</p> <p>14 roads, and it's one of the items, Number 16,</p> <p>15 that states, If access is to be -- to go</p> <p>16 through Sheldon Road, then whoever's doing</p> <p>17 that has to widen Promise Lane and Sunset</p> <p>18 Drive.</p> <p>19 So would those also carry over to us if</p> <p>20 we use Sheldon Road as an entry point?</p> <p>21 MS. McCORMICK: Not necessarily. Again,</p> <p>22 if would depend upon the use of the property,</p> <p>23 because all of those semi-conditions are based</p> <p>24 upon it being developed for residential uses.</p> <p>25 MR. ARGUS: Okay.</p>

<p style="text-align: right;">Page 45</p> <p>1 MS. McCORMICK: So if we were to do</p> <p>2 something different with the property, then we</p> <p>3 would have to negotiate what type of</p> <p>4 improvements would be required.</p> <p>5 MR. ARGUS: And if we didn't negotiate</p> <p>6 it, we would be obligated to do those two</p> <p>7 things, if they came into play?</p> <p>8 MS. McCORMICK: Well, if we acquired it,</p> <p>9 then it wouldn't be developed with the</p> <p>10 residential uses.</p> <p>11 CHAIRMAN RAGUSA: You've got to</p> <p>12 understand -- and please correct me if I'm</p> <p>13 wrong here. I don't pretend to be a real</p> <p>14 estate lawyer -- what you're seeing are</p> <p>15 conditions that the county put in place as</p> <p>16 part of the 2006 application --</p> <p>17 MR. ARGUS: Correct.</p> <p>18 CHAIRMAN RAGUSA: -- that was never</p> <p>19 approved.</p> <p>20 MR. ARGUS: No. It was approved.</p> <p>21 MS. McCORMICK: It was approved, but</p> <p>22 never implemented.</p> <p>23 CHAIRMAN RAGUSA: So -- but they have</p> <p>24 proposed -- what? -- 12 family units --</p> <p>25 MR. ARGUS: 20.</p>	<p style="text-align: right;">Page 47</p> <p>1 passive park or if you wanted to do an active</p> <p>2 recreational park there with some parking,</p> <p>3 then it might be a good idea for us to talk to</p> <p>4 the county and find out what types of</p> <p>5 requirements they would be looking for in that</p> <p>6 particular case.</p> <p>7 CHAIRMAN RAGUSA: Mr. Ross.</p> <p>8 MR. ROSS: If I could leap-frog from the</p> <p>9 comments you just made, Mark, what I would add</p> <p>10 to that is generally this wouldn't apply to us,</p> <p>11 and so similarly it would not necessarily</p> <p>12 apply to a third-party purchaser.</p> <p>13 And so one of my concerns is this use</p> <p>14 and potential development of the pond and the</p> <p>15 immediate land adjacent to it, some people</p> <p>16 might argue, "Oh, no, this says no boat ramp</p> <p>17 or motorized watercraft are permitted." Any</p> <p>18 future owner could seek their own new plan.</p> <p>19 MR. ARGUS: Right.</p> <p>20 MR. ROSS: They could seek an amendment.</p> <p>21 You don't know what they're going to be asking</p> <p>22 for. So when I talked about trying to</p> <p>23 eliminate uncertainty, that's the kind of</p> <p>24 example I was talking about, because the</p> <p>25 future owners is not necessarily bound by it.</p>
<p style="text-align: right;">Page 46</p> <p>1 CHAIRMAN RAGUSA: -- and they had all</p> <p>2 kinds of massive traffic issues. They had all</p> <p>3 kinds of restrictions, signage, you name it.</p> <p>4 It was in there. And, of course, when you're</p> <p>5 going to put 20 units in, you're going to have</p> <p>6 to widen the roads. You going to have to do</p> <p>7 the things that come with that.</p> <p>8 They had to cut a turning lane if</p> <p>9 they're coming through Stonebridge. They had</p> <p>10 to cut turning lanes in. So I don't view that</p> <p>11 as being applicable to us at all.</p> <p>12 It certainly gives you a flavor for what</p> <p>13 Hillsborough County would have required if you</p> <p>14 were going to develop it with 20 multi-family</p> <p>15 units, but I don't think that will apply to us</p> <p>16 in any way, shape or form.</p> <p>17 MR. ARGUS: And our attorney agrees with</p> <p>18 that?</p> <p>19 MS. McCORMICK: Yeah. But I guess what</p> <p>20 I would say is, think about, you know, if</p> <p>21 you're going to perceive what questions you</p> <p>22 would want to try to get more clarity or</p> <p>23 answers about as far as, you know, potential</p> <p>24 uses that you might make of that property.</p> <p>25 For example, if you wanted it to be a</p>	<p style="text-align: right;">Page 48</p> <p>1 They can seek an amendment.</p> <p>2 CHAIRMAN RAGUSA: I'll come to you guys</p> <p>3 in just a minute. Mr. Chesney.</p> <p>4 MR. CHESNEY: I'm ready to go.</p> <p>5 CHAIRMAN RAGUSA: Okay. Mr. Zeigler.</p> <p>6 MR. ZEIGLER: Quick question. Would we</p> <p>7 be co-owners or part owners of Promise Lane as</p> <p>8 well since it joins up to it?</p> <p>9 MR. CHESNEY: That's an excellent</p> <p>10 question. I always wondered about that.</p> <p>11 CHAIRMAN RAGUSA: I don't think it</p> <p>12 butts up to Promise Lane.</p> <p>13 MR. CHESNEY: I think it butts up to it,</p> <p>14 but I don't think we own any part of it.</p> <p>15 MR. ROSS: I tried to blow up the online</p> <p>16 property appraisers -- it looked like, to me,</p> <p>17 it does not come as part of Promise, but I got</p> <p>18 this general plan and a bigger picture, so you</p> <p>19 guys might want to eyeball this.</p> <p>20 I'll put it in front of our counsel.</p> <p>21 But it looks like to me it does not include</p> <p>22 Promise.</p> <p>23 MR. CHESNEY: But it butts up to it.</p> <p>24 MR. ROSS: It looks like it's within</p> <p>25 feet of it.</p>

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1 MS. McCORMICK: Adjacent to it or --

2 CHAIRMAN RAGUSA: Yeah.

3 MR. ROSS: Looks like it's a little

4 bit --

5 CHAIRMAN RAGUSA: Well, what's the other

6 space?

7 MR. ROSS: Well, no, that's their

8 proposal. No, so it doesn't -- it butts up to

9 Promise Drive. I think it abuts.

10 MR. CHESNEY: That's what it looks like

11 from when we went through the litigation

12 previously, but I've always wondered --

13 CHAIRMAN RAGUSA: But there's no right

14 of egress on Promise Lane.

15 MR. CHESNEY: Right.

16 MR. ROSS: Because we're landlocked.

17 MR. CHESNEY: Right. Because my

18 understanding was, is that Promise Lane was

19 just carved out of the lots on the other side

20 of the lake.

21 CHAIRMAN RAGUSA: Yes.

22 MR. CHESNEY: So they just took their

23 front yard and made it a road.

24 MR. ROSS: Yeah. And so when you look

25 at the parcels that are immediately north,

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1 they, in fact, include part of Promise, that

2 is on their road.

3 CHAIRMAN RAGUSA: The road is transected

4 from the properties north.

5 MR. ROSS: Yeah. Right. It's right

6 across.

7 MR. CHESNEY: That was my recollection.

8 CHAIRMAN RAGUSA: Let me just jump in. I

9 kind of share Mr. Ross's view on this.

10 My decision today is not based on

11 whether we can turn this into a park or some

12 development. I'm looking at this with a long-

13 term perspective. I think it is -- this is

14 the last parcel of property, with the

15 exception of one currently expensive parcel

16 within our district, that we have the long-

17 term opportunity to acquire and use in the

18 future.

19 I think having that land owned by the

20 CDD will be very beneficial to the residents

21 in the community and for years to come. I

22 look at this as a really unusual opportunity

23 that this is -- to me, this is a no-brainer.

24 We need to do this. I see no down side.

25 We certainly have the capital. I can

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1 see the cost of litigating this when the next

2 company comes in or the next person wants to

3 develop it. I know what litigation costs.

4 I just look at the ownership of that

5 property and the potential for doing what we

6 want to do with it in the future to be worth

7 every penny that it's under contract for.

8 Mr. Argus.

9 MR. ARGUS: I have two questions,

10 additional questions. The properties on

11 Promise Lane, do we know where they drain? Do

12 they drain into the big lake, or do they drain

13 to the west? Somehow the water has to get

14 through Westchase. Is that correct?

15 MR. CHESNEY: They're on a lake. All

16 those properties are on their own lake.

17 MR. ARGUS: But all our lakes are

18 interconnected, so the water flows through

19 Westchase. Are they connected --

20 CHAIRMAN RAGUSA: Is there a lake on the

21 north side of Promise Lane?

22 MR. CHESNEY: Yeah. Yeah.

23 MR. ROSS: Yes. So when you look at the

24 parcel we're targeting, there's Promise Drive,

25 then each of the properties goes rectangular

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1 up, and the north part of the property

2 includes part of the lake up there.

3 And so, for example, the listing that I

4 gave you, they advertise it as waterfront, I

5 think they even mention skiing and stuff like

6 that. They consider that as an amenity to

7 those properties.

8 MR. ARGUS: Okay. The other question I

9 have is since the property appears to abut

10 Promise Lane, are we going to be responsible

11 for some of the maintenance of Promise Lane?

12 CHAIRMAN RAGUSA: As a non-owner.

13 MR. ARGUS: But we would own -- not an

14 owner of the Promise Lane or --

15 CHAIRMAN RAGUSA: It's a private road.

16 If you don't own it, you're not responsible

17 for maintaining it.

18 MR. ARGUS: And since it's not

19 physically our property, we would not be

20 responsible?

21 CHAIRMAN RAGUSA: If someone thinks we

22 are responsible, then we certainly have the

23 right of egress over it.

24 MR. ARGUS: Okay.

25 CHAIRMAN RAGUSA: My greater concern,

1 and this is minutia, is, do we need to protect
2 the land? Because that's mentioned in the
3 report. Do we need to put a fence up to
4 prevent dumping, et cetera, on that property?

5 Those are all issues that I -- that's
6 not material to my decision today.

7 MR. ARGUS: Yes.

8 CHAIRMAN RAGUSA: But that is something
9 that this board and future boards are going to
10 have to wrestle with, in trying to figure out,
11 A, how do we fund this, how to we pay for
12 this, how do we maintain it, et cetera?

13 I'm going to -- Mr. Barrett had his hand
14 up first.

15 MR. BARRETT: You guys had mentioned --
16 I've seen it on a map, but when you talk about
17 access points, can you be a little bit clearer
18 in terms of what the engineer has identified
19 as potential access points? Other than the
20 obvious through Stonebridge or through that
21 Promise Lane, have you negotiated access
22 through it?

23 CHAIRMAN RAGUSA: There was a discussion
24 from the engineer about the possibility of
25 approaching the school for foot traffic. I

1 don't know where that stands now. That's,
2 again -- I think that would be a future
3 discussion that we would have if it was going
4 to be a passive facility or an outdoor
5 classroom.

6 I think that would be more attractive to
7 the school district to give us access over
8 their land for as opposed to anything else.

9 MR. BARRETT: So the school owns the
10 drive that the maintenance crew uses, the CDD
11 maintenance crew?

12 CHAIRMAN RAGUSA: Sonny's shaking her
13 head. I'm not a hundred percent sure.

14 MS. WHYTE: It's school property.

15 CHAIRMAN RAGUSA: Okay.

16 MR. BARRETT: But you can still access
17 it without removing the CDD maintenance
18 facility in the back? It's big enough?

19 CHAIRMAN RAGUSA: I don't know the
20 answer to that. Is there a Stonebridge
21 representative here?

22 STONEBRIDGE REPRESENTATIVE: Yes. I'm
23 the Stonebridge representative today.
24 Unfortunately Dave wasn't able to attend the
25 meeting, he had a personal commitment, so I'm

1 here as proxy for him.

2 One, I'd just like to say a couple
3 months ago I came to another meeting where the
4 conversation got a little heated about this
5 property, so I'd like to say thank you, both
6 as the proxy for our HOA but also as a
7 homeowner in Stonebridge, for the fact that
8 we've gotten to this point, where the CDD is
9 very seriously entering into an agreement to
10 essentially buy this property. So I thank you
11 for that.

12 And like I said, I express not only my
13 thanks as a homeowner, but also from the
14 community in general.

15 We did have a meeting yesterday evening
16 as an HOA. We had really good representation
17 from the community, and we talked about what
18 would be the potential uses for that property
19 should the CDD buy it that would be supported
20 by the Stonebridge property owners and the
21 HOA.

22 One of the things that came up is that
23 we would fully support it being a public use
24 property so long as the security and privacy
25 of our street and our ability to control

1 access would be at the gate for vehicular,
2 pedestrian, and also pet access was
3 maintained. So that would be, you know,
4 potentially looking at another access point
5 via, you know, another street other than
6 Stonebridge.

7 The one thing that we did say would be
8 acceptable use in the eyes of the Stonebridge
9 residents that we would support is if the CDD
10 were to acquire the property, carve off the
11 piece that we would need to maintain water
12 control, the visual control of the lake and
13 everything like that, and then whatever a
14 parcel of land is left that is developable
15 property was used for single-family home.

16 We did not have a problem with allowing
17 access for single-family home into and out of
18 Stonebridge for a developable portion of land,
19 so long as the view and everything like that,
20 the wetlands were preserved for the greater
21 HOA or for the greater WCA community.

22 CHAIRMAN RAGUSA: Mr. Chesney.

23 MR. CHESNEY: Just so I understand this,
24 did you say you would not support pedestrian
25 access, because you said "pet access"? I

<p style="text-align: right;">Page 57</p> <p>1 mean --</p> <p>2 STONEBRIDGE REPRESENTATIVE: Yes, we</p> <p>3 would not --</p> <p>4 MR. CHESNEY: Are you supposed to carry</p> <p>5 a pet?</p> <p>6 STONEBRIDGE REPRESENTATIVE: Well, I</p> <p>7 think one of the things that came out was the</p> <p>8 fact that there was talk about whether or not</p> <p>9 it could potentially become a dog park was one</p> <p>10 of the things that was thrown out, and so that</p> <p>11 was one of the things that were talked about</p> <p>12 in the meeting last night.</p> <p>13 MR. CHESNEY: What about if we wanted to</p> <p>14 build a scout hut or something? I mean, I'm</p> <p>15 just trying to understand what -- I mean,</p> <p>16 because it would be silly for to us purchase</p> <p>17 it and then have to battle our own residents</p> <p>18 for public uses.</p> <p>19 I just want to make sure I understood</p> <p>20 what happened at the meeting. I didn't</p> <p>21 attend.</p> <p>22 STONEBRIDGE REPRESENTATIVE: I mean, the</p> <p>23 view of the Stonebridge HOA is that there is</p> <p>24 -- there's material value to being able to</p> <p>25 control because of the gate access and privacy</p>	<p style="text-align: right;">Page 59</p> <p>1 CHAIRMAN RAGUSA: That's my</p> <p>2 understanding.</p> <p>3 MR. CHESNEY: Okay. I just want to make</p> <p>4 sure of that.</p> <p>5 I mean, like what Brian had said, too, I</p> <p>6 mean, I -- it's also just nice to have and --</p> <p>7 has a certain conservation element and a</p> <p>8 certain appeal to it, but I don't know that we</p> <p>9 should do anything or have any type of -- of</p> <p>10 -- of even implication that we wouldn't</p> <p>11 potentially use the parcel in the future.</p> <p>12 CHAIRMAN RAGUSA: That's certainly not</p> <p>13 my intention.</p> <p>14 And I do appreciate the community -- and</p> <p>15 we did have a little confrontational meeting a</p> <p>16 couple months ago, and that was unfortunate.</p> <p>17 STONEBRIDGE REPRESENTATIVE: Right.</p> <p>18 CHAIRMAN RAGUSA: But it was just</p> <p>19 people's personalities and residents are very</p> <p>20 passionate about this, and that's</p> <p>21 understandable.</p> <p>22 But I have no desire to have future</p> <p>23 conflict with any of those residents or any</p> <p>24 Westchase residents.</p> <p>25 STONEBRIDGE REPRESENTATIVE: Right.</p>
<p style="text-align: right;">Page 58</p> <p>1 on the street, and so any development of the</p> <p>2 property that would potentially impact that</p> <p>3 would not be something that was supported by</p> <p>4 the Stonebridge HOA and homeowners.</p> <p>5 MR. CHESNEY: Okay.</p> <p>6 STONEBRIDGE REPRESENTATIVE: If there</p> <p>7 could be another form of ingress and egress</p> <p>8 found to that property back there, then any</p> <p>9 development at the end of the street, of</p> <p>10 course, we would support.</p> <p>11 CHAIRMAN RAGUSA: Who owns the</p> <p>12 Stonebridge roads?</p> <p>13 MS. WHYTE: We do.</p> <p>14 MR. CHESNEY: The CDD does.</p> <p>15 CHAIRMAN RAGUSA: You understand that,</p> <p>16 don't you?</p> <p>17 STONEBRIDGE REPRESENTATIVE: I do.</p> <p>18 MR. CHESNEY: I mean, I don't have any</p> <p>19 particular ideas. It's my understanding the</p> <p>20 dog park, that's already been taken care of.</p> <p>21 But I mean, you know, you made it very clear</p> <p>22 last month that, you know, we would have the</p> <p>23 right to develop it for the public -- for</p> <p>24 public use, and I supported that. I still</p> <p>25 support that.</p>	<p style="text-align: right;">Page 60</p> <p>1 CHAIRMAN RAGUSA: And the input is very</p> <p>2 valuable, but as far as I'm concerned, the</p> <p>3 acquisition of the property is what we're</p> <p>4 being asked to decide tonight.</p> <p>5 I'm not buying it with -- or I'm not</p> <p>6 going to vote to acquire that property with</p> <p>7 any thought in my mind that I have any</p> <p>8 restriction because of what Stonebridge</p> <p>9 residents or Stonebridge HOA wants. That's</p> <p>10 not in front of me today.</p> <p>11 I may not be a supervisor when that</p> <p>12 issue comes up, so I'm not worried about</p> <p>13 that. I'm looking at what is the best thing</p> <p>14 for this community as a whole right here and</p> <p>15 now, and this is a once-in-a-lifetime</p> <p>16 opportunity.</p> <p>17 And that's a very big expression, but</p> <p>18 this only comes up once in a lifetime. We</p> <p>19 missed the opportunity to buy the land 20</p> <p>20 years ago. I wished we had the money and the</p> <p>21 foresight to do it. But now this is just an</p> <p>22 opportunity we have to take advantage of and</p> <p>23 sweat the details in the future.</p> <p>24 I hope there won't be battles in the</p> <p>25 future, but hopefully we'll have, you know, a</p>

1 cleaner picture of what we want to do with
2 that land.
3 STONEBRIDGE REPRESENTATIVE: Right. I
4 think I speak for the entire homeowners
5 association and also for the individual
6 homeowners to say that we genuinely hope that
7 this is not going to be, you know, a battle
8 point and that we can come to, at some future
9 date, a resolution on how that land is
10 potentially used by the CDD for the greater
11 Westchase community.
12 I'm here only to express the input from
13 the homeowners last night.
14 CHAIRMAN RAGUSA: We appreciate that.
15 MR. CHESNEY: All right. I would like
16 to make a motion we execute the contract.
17 CHAIRMAN RAGUSA: Have we approved or
18 ratified the contract? Is that what we're
19 doing?
20 MS. McCORMICK: (Moves head up and
21 down.)
22 CHAIRMAN RAGUSA: It's signed --
23 correct? -- Brian.
24 MR. ROSS: Yes.
25 MR. CHESNEY: Subject to board approval.

1 Right?
2 MR. ROSS: And -- no, actually we didn't
3 do it that way because there was an issue with
4 the deposit. I didn't have board approval to
5 put up the deposit, so I put up the deposit
6 myself, and so I put it in my name, but if you
7 look at the contract -- I didn't want anybody
8 to suggest I had done anything inappropriate.
9 So I stated on the face of the contract it's
10 with the intent to sign it for the district.
11 But, no, it does not say, "Subject to
12 board approval." I think it would really be,
13 does the board want to accept an assignment of
14 the contract? I'll defer to our counsel. I
15 mean, I'm happy to assign it to the district.
16 That was always my intention.
17 CHAIRMAN RAGUSA: The motion would be to
18 approve the assignment of the purchase of the
19 vacant land contract from Brian Ross to
20 Westchase Community Development District. I
21 think that's one motion that we'll need.
22 We'll also need a motion to reimburse
23 Mr. Ross the \$5,000 he put down in way of the
24 deposit. So that's tax neutral.
25 I think that's probably all we need at

1 this stage, unless I'm mistaken, Mr. Ross, or
2 counsel.
3 MS. McCORMICK: Well, so are you going
4 to offer -- because the closing would be
5 prior to the next CDD meeting.
6 MR. CHESNEY: Right. So we need to do
7 it now.
8 MS. McCORMICK: So we need to authorize
9 the --
10 CHAIRMAN RAGUSA: The disbursal of
11 funds.
12 MS. McCORMICK: Disbursal of funds. You
13 know, unless you have any conditions or issues
14 that you want further information that have to
15 be addressed prior to closing.
16 CHAIRMAN RAGUSA: Are you suggesting
17 that there are any?
18 MS. McCORMICK: It doesn't sound like --
19 I haven't heard anything, you know, so far as
20 additional information that you need regarding
21 any of the property.
22 MR. CHESNEY: Well, how about subject
23 to counsel's approval? I mean, you're
24 going to --
25 CHAIRMAN RAGUSA: You're closing for

1 us. Right?
2 MS. McCORMICK: Right. Right.
3 MR. CHESNEY: If not you, someone at
4 your firm's going to be closing, so --
5 MS. McCORMICK: Right. And you can
6 authorize, you know, Brian to, you know,
7 proceed to review the --
8 MR. CHESNEY: I think we're going to
9 accept the assignment, so we're going to
10 authorize you to proceed.
11 MS. McCORMICK: Okay.
12 CHAIRMAN RAGUSA: Is closing set?
13 MR. ROSS: 30 days. Quick close. So it
14 will be October 27th.
15 MR. CHESNEY: I'm sorry, I said 17th --
16 27th.
17 CHAIRMAN RAGUSA: We may need to
18 authorize someone to execute that -- the
19 closing documents on behalf of the community
20 development district.
21 MR. ROSS: Yeah. I have a list of seven
22 issues that I thought we needed to work
23 through, and it sounds like orally we've done
24 it, but it's on the -- I guess the first or
25 second page of my report.

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1 CHAIRMAN RAGUSA: 27th is a Sunday.
 2 MR. ROSS: Oh, is it? That means it
 3 rolls over to the next day, so it will roll
 4 over to Monday. I'm sure they would be happy
 5 to close earlier.
 6 MR. CHESNEY: Right. So we need to do
 7 the assignment, we need to get the
 8 reimbursement, and then we need to
 9 authorize --
 10 CHAIRMAN RAGUSA: We need to approve the
 11 purchase of the property.
 12 MR. CHESNEY: Why don't we just sign
 13 that?
 14 CHAIRMAN RAGUSA: I don't know if I'll
 15 be here to do a closing.
 16 MR. CHESNEY: On the 28th?
 17 CHAIRMAN RAGUSA: On the 28th, I will
 18 be. On the 25th, I will not be.
 19 MS. McCORMICK: Well, it could be done
 20 by the chair or the vice chair.
 21 CHAIRMAN RAGUSA: All right. Let's take
 22 these in order then.
 23 MR. CHESNEY: Okay.
 24 CHAIRMAN RAGUSA: We have a motion to
 25 approve the assignment of the vacant land

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1 contract from Brian Ross to Westchase
 2 Community Development District. Is there a
 3 second?
 4 MR. ARGUS: I'll second it.
 5 CHAIRMAN RAGUSA: Do we have any further
 6 discussion?
 7 (No response.)
 8 CHAIRMAN RAGUSA: All in favor of that,
 9 please raise your hand.
 10 (All board members signify in the
 11 affirmative.)
 12 CHAIRMAN RAGUSA: That motion passes
 13 five to nothing.
 14 (Motion passed.)
 15 CHAIRMAN RAGUSA: We have a motion to
 16 reimburse, as part of the assignment, Mr. Ross
 17 the \$5,000 deposit he put down to secure the
 18 vacant land contract.
 19 MR. ARGUS: And it's tax neutral?
 20 CHAIRMAN RAGUSA: Tax neutral.
 21 MR. ROSS: If I can make a quick
 22 suggestion. They wanted a \$10,000 deposit, so
 23 I -- because it was out of my pocket, I got
 24 them to agree to break it up, five grand up
 25 front and five grand due at due diligence. So

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1 we owe them another 5,000 for the deposit.
 2 I'm sure if we just deliver the entire
 3 \$10,000 -- the district delivers the 10,000 to
 4 the escrow agent, then the escrow agent will
 5 just refund the 5,000 to me. And that might
 6 be cleaner for our books.
 7 CHAIRMAN RAGUSA: That's not in the
 8 contract.
 9 MR. ROSS: The second \$5,000 deposit?
 10 Yeah. It's on 2-B.
 11 CHAIRMAN RAGUSA: I see that, but I
 12 guess you guys can work through the
 13 logistics.
 14 MR. CHESNEY: Right. Let's make the
 15 motion.
 16 CHAIRMAN RAGUSA: We need a motion to
 17 authorize the payment of the \$10,000 deposit.
 18 As part of that, the seller would have to
 19 reimburse Mr. Ross his original \$5,000
 20 deposit.
 21 MR. CHESNEY: So moved.
 22 MR. ARGUS: Second.
 23 CHAIRMAN RAGUSA: Any discussion?
 24 (No response.)
 25 CHAIRMAN RAGUSA: All in favor, please

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1 raise your hand.
 2 (All board members signify in the
 3 affirmative.)
 4 CHAIRMAN RAGUSA: That motion passes
 5 five to nothing.
 6 (Motion passed.)
 7 MR. CHESNEY: Now we execute.
 8 CHAIRMAN RAGUSA: Yeah. We have a
 9 motion to go ahead and close on the parcel of
 10 property at a total purchase price of \$217,600
 11 pursuant to the vacant land contract which has
 12 been assigned from Mr. Ross to the Westchase
 13 Community Develop District.
 14 MR. CHESNEY: So moved.
 15 MS. McCORMICK: Are there any other
 16 closing costs that we would be responsible
 17 for?
 18 MR. ROSS: They got all the big-ticket
 19 items. We have some small minor stuff. Like
 20 I believe we have recording the deed -- not
 21 the doc stamps.
 22 MS. McCORMICK: Uh-huh.
 23 MR. ROSS: I can tell you it's --
 24 CHAIRMAN RAGUSA: That motion will
 25 reflect, then, that all of the --

1 MS. McCORMICK: And there would be taxes
2 payable through the end of this year by us,
3 our pro rata share of the taxes through the
4 end of the year.

5 CHAIRMAN RAGUSA: So the motion would
6 authorize the expenditure of the \$217,600
7 total purchase price plus the reasonable
8 closing costs associated or assigned --
9 "allocated" is a better word -- to the
10 purchaser. And since counsel is handling the
11 closing for us, I think we'll be in good
12 hands.

13 MR. CHESNEY: So moved.

14 CHAIRMAN RAGUSA: Any second?

15 MR. ARGUS: I'll second it.

16 CHAIRMAN RAGUSA: Any discussion?
17 (No response.)

18 CHAIRMAN RAGUSA: All in favor, please
19 raise your hand.

20 (All board members signify in the
21 affirmative.)

22 CHAIRMAN RAGUSA: That motion passes
23 five to nothing as well.

24 (Motion passed.)

25 MR. CHESNEY: Why do you think the

1 transaction.

2 MS. McCORMICK: Yes.

3 MR. CHESNEY: Okay.

4 MS. McCORMICK: I mean, that's
5 typically --

6 CHAIRMAN RAGUSA: Left hand, right hand
7 cash. Left side, right side.

8 MR. CHESNEY: Okay.

9 CHAIRMAN RAGUSA: We need to come to an
10 understanding of the source of these funds.

11 I have always operated under the
12 assumption that this comes from the
13 unallocated reserves that Mr. Chesney has said
14 has been too high all along.

15 MR. CHESNEY: Yeah.

16 MR. MENDENHALL: Yeah. It's
17 undesignated cash or -- yeah, that's your best
18 shot because it's just sitting there. It's
19 extra cash in your account.

20 CHAIRMAN RAGUSA: Okay. Does anybody
21 have any different thoughts?

22 (No response.)

23 CHAIRMAN RAGUSA: Do we need a motion on
24 that, the source of the funds?

25 MR. CHESNEY: No.

1 taxes -- we're going to owe -- they already
2 paid the taxes.

3 MS. McCORMICK: They would be prorated,
4 though, at the closing, so we would be
5 responsible for the portion from the date of
6 closing through the end of the calendar year.

7 MR. CHESNEY: Okay.

8 MS. McCORMICK: Right.

9 MR. MENDENHALL: You can't convince
10 them to (inaudible) --

11 MS. McCORMICK: Do we need to identify
12 where these funds are coming from?

13 MR. CHESNEY: I was thinking why do we
14 need to pay -- well, I'm just thinking, I
15 thought we could have made -- we should have
16 made that part of the deal, that they --

17 MR. MENDENHALL: Have them, you covered
18 it --

19 MR. CHESNEY: Yeah, the taxes.

20 MR. MENDENHALL: -- yeah, you could have
21 worked that out in the --

22 MR. CHESNEY: I'm not that quick. I
23 mean, they already paid the taxes. Why do
24 they care?

25 MR. MENDENHALL: Just a standard

1 MR. MENDENHALL: Just direction is
2 fine.

3 MR. CHESNEY: Not unless we take it out
4 of something that's already allocated.

5 MS. McCORMICK: Right. Right.

6 CHAIRMAN RAGUSA: Mr. Ross, do you have
7 anything else?

8 MR. ROSS: The only thing that jumps out
9 at me is, would you like me to try to go back
10 to the seller and say, "If we close early,
11 will you give us a further discount?" The
12 most they can do is say no.

13 CHAIRMAN RAGUSA: We could close pretty
14 quick, couldn't we?

15 MR. MENDENHALL: I assume it's just a
16 matter of having the check available. And
17 it's not like you have to go through financing
18 or anything like that.

19 CHAIRMAN RAGUSA: Erin is going to have
20 to see the documents and --

21 MR. CHESNEY: Right. It's really up to
22 Erin.

23 CHAIRMAN RAGUSA: I think it's worth
24 approaching them.

25 MR. ROSS: That's what I'm thinking.

<p style="text-align: right;">Page 73</p> <p>1 MR. CHESNEY: Our bank is down the</p> <p>2 street, literally.</p> <p>3 CHAIRMAN RAGUSA: Yeah, I think it's</p> <p>4 worth pursuing. That will resolve the</p> <p>5 proration of taxes.</p> <p>6 MR. ROSS: If I can even save one</p> <p>7 dollar, it's significant.</p> <p>8 MR. CHESNEY: Yeah.</p> <p>9 CHAIRMAN RAGUSA: That's \$202,000 --</p> <p>10 MR. CHESNEY: Two months --</p> <p>11 CHAIRMAN RAGUSA: I guess we probably</p> <p>12 need a clean-up motion to authorize the chair,</p> <p>13 vice chair, or Mr. Ross to execute -- or to</p> <p>14 undertake action to execute documents as</p> <p>15 needed for closing.</p> <p>16 MS. McCORMICK: Yes, to take any further</p> <p>17 action necessary in order to consummate the</p> <p>18 transaction that was approved by the board.</p> <p>19 MR. ARGUS: So moved.</p> <p>20 CHAIRMAN RAGUSA: We have that motion.</p> <p>21 Has it been seconded?</p> <p>22 MR. ZEIGLER: Second.</p> <p>23 MR. CHESNEY: Okay. So blanket? They</p> <p>24 decided to come back, so it costs an extra 50</p> <p>25 grand?</p>	<p style="text-align: right;">Page 75</p> <p>1 months about the employee benefits,</p> <p>2 specifically related to their vacation and</p> <p>3 sick time.</p> <p>4 I had sent out a series of emails that</p> <p>5 have some of the background information on the</p> <p>6 questions that you had asked at the last</p> <p>7 meeting. I also had a chance to talk with</p> <p>8 Greg between the meetings, and obviously I've</p> <p>9 talked with staff, leading up to this over a</p> <p>10 series of months.</p> <p>11 So hopefully you've had a chance to</p> <p>12 look at it, digest some of the information,</p> <p>13 and obviously today I'm happy to help answer</p> <p>14 any questions, and I'll also defer to Greg a</p> <p>15 little bit because I know he had some thoughts</p> <p>16 about the process.</p> <p>17 MR. CHESNEY: Okay. I have a commitment</p> <p>18 that I would like to try to meet, but I</p> <p>19 reviewed the details that Andy presented, and</p> <p>20 if I were to have a recommendation, the</p> <p>21 recommendation would be a series of</p> <p>22 memorandums given to the policies and not a</p> <p>23 formal employee handbook. Would that be</p> <p>24 fair of what my assessment was --</p> <p>25 MR. MENDENHALL: Yes.</p>
<p style="text-align: right;">Page 74</p> <p>1 MS. McCORMICK: No. No. If it's</p> <p>2 necessary to go forth with the transaction as</p> <p>3 we approved it today.</p> <p>4 MR. CHESNEY: Okay. Sure.</p> <p>5 CHAIRMAN RAGUSA: All in favor, please</p> <p>6 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, as well.</p> <p>11 (Motion passed.)</p> <p>12 CHAIRMAN RAGUSA: Anything else on that</p> <p>13 acquisition?</p> <p>14 (No response.)</p> <p>15 CHAIRMAN RAGUSA: Let me again, Brian,</p> <p>16 thank you. You did a fantastic job.</p> <p>17 MR. ROSS: Sure.</p> <p>18 CHAIRMAN RAGUSA: I think years from now</p> <p>19 people will say that's one of the best moves</p> <p>20 we've ever made, and you were the driving</p> <p>21 force behind that, and I very much appreciate</p> <p>22 it.</p> <p>23 Manager's report.</p> <p>24 MR. MENDENHALL: Okay. The one main</p> <p>25 item I had was, we've talked the past couple</p>	<p style="text-align: right;">Page 76</p> <p>1 MR. CHESNEY: -- of all of them? And</p> <p>2 you have them categorized by what they</p> <p>3 currently have or do, but I think a memorandum</p> <p>4 that's read into the minutes is really all</p> <p>5 that's necessary. And that was just my</p> <p>6 suggestion.</p> <p>7 I looked at some of the other CDDs and</p> <p>8 the books they had. I mean, in many ways they</p> <p>9 end up restricting you, and I also think to do</p> <p>10 it properly, we're going to have five</p> <p>11 different opinions on them. And this way,</p> <p>12 it's just kind of governed by, you know, law.</p> <p>13 MR. MENDENHALL: Yeah. And to piggyback</p> <p>14 on these thoughts, Greg is right. I mean, it</p> <p>15 is difficult to, you know, engineer an</p> <p>16 employee manual with five board members.</p> <p>17 In most cases, at least where I have</p> <p>18 seen it done successfully, it's been done</p> <p>19 successfully with a labor attorney who comes</p> <p>20 in, basically creates it, gets some input from</p> <p>21 you, and ultimately you're publishing a</p> <p>22 document that, for the most part, they've</p> <p>23 created, which is fine, but it goes back to</p> <p>24 Greg's point, it does restrict you quite a</p> <p>25 bit, it does not leave you as much</p>

1 flexibility, and, certainly, at least what
2 I've seen in some other districts, is a lot of
3 the high-level decisions or benefits and that
4 sort of thing are set by policy. It's not
5 unusual.

6 MR. CHESNEY: Yeah. I mean, I'll tell
7 you, just looking through them, a lot of them
8 restricted your ability in essence by creating
9 policies and procedures that restricted your
10 ability to terminate employees. That was what
11 a lot of that I didn't like, not that I think
12 we're going to terminate them, but -- you
13 know.

14 CHAIRMAN RAGUSA: We don't want to
15 restrict our ability.

16 MR. CHESNEY: Right. That's what I
17 mean. And a lot of them -- you know, like for
18 example, one of them that obviously someone
19 had prepared for the CDD, you know, in a very
20 detailed --

21 MR. MENDENHALL: Counseling.

22 MR. CHESNEY: -- drug and substance
23 abuse policy, you know, where they had
24 suspensions and things like that where, you
25 know, I mean, as a board member -- and this is

1 sick time, this is our" -- you know, any of
2 them.

3 I mean, we even have different -- some
4 of it, I mean, we have -- you know. We
5 essentially also two classes of employees. I
6 mean, we have Doug, and we have other, which,
7 you know, we've never really identified.

8 I mean, and -- no. I'm serious, because
9 we do, because we pay a different benefit
10 level. I mean, that's the current class of
11 employee.

12 MR. MENDENHALL: Correct.

13 MR. CHESNEY: That is -- you know,
14 that's something that we really should have
15 addressed more formally. If you pay a
16 different benefit level, then you have a
17 different class of employee.

18 MR. MENDENHALL: Yeah. I mean, there's
19 certainly -- there's always a possibility by
20 not having them though, you could potentially
21 have some issues, but at least from our
22 experience here, we've -- I mean, we've gone
23 -- I mean, I've been here just about nine
24 years, and this is really the first time that
25 we've had any issues come up, and it's really

1 only my opinion -- is if we had an issue
2 there, you know, my policy would be
3 termination the next day, but, you know, you
4 have this book, it kind of held you into it.

5 And so we went through a couple of
6 things like that, and then I just -- and that
7 was just Andy and I. And I just thought, you
8 know, by bringing it then here with all five
9 of us, I just thought it would just become
10 very difficult.

11 MR. ZEIGLER: Would the not having as
12 much structure from an employee's handbook
13 standpoint give us problems maybe in the sense
14 of trying to -- or if we had to hire or fire
15 or do something on that would --

16 MR. CHESNEY: Well, hiring and firing,
17 it doesn't. I mean, the only thing is, is
18 that we do not have, and -- it's correctly
19 identified -- we don't have really a very
20 common set of policies and procedures in
21 place.

22 I mean, we have a way we've been doing
23 things, you know, with those emails, but we've
24 never really had a series of memorandums put
25 into the minutes that say, "Okay, this is our

1 -- it centers around three issues that you can
2 set policy on, and that will guide you,
3 especially, for example, if we have an
4 employee, I understand right now, that has hit
5 his five-year mark.

6 And so the question is, well, does he
7 get an additional week of vacation or does he
8 not? And so there are fundamental things you
9 can set, and that really helps you out for a
10 lot of the type issues you're going to come up
11 with, because you have a small staff and --
12 you know.

13 MR. CHESNEY: Yes.

14 MR. ZEIGLER: But just because you have
15 an employee handbook doesn't mean you don't
16 have flexibility. You can always make
17 changes, amendments, and such to it.

18 MR. CHESNEY: Right. And we have to
19 make changes. And we're not even very good at
20 putting in the policies already, so, I mean,
21 that's what I was getting at.

22 MR. ZEIGLER: I thought we were getting
23 to it.

24 MR. CHESNEY: I mean -- yeah. And
25 that's the way to do it. We could do that.

<p style="text-align: right;">Page 81</p> <p>1 But I guess my opinion on that then is that it</p> <p>2 would be great to hire someone to do that for</p> <p>3 us, because I'm not going to do it.</p> <p>4 CHAIRMAN RAGUSA: To draft the</p> <p>5 memorandum of understanding?</p> <p>6 MR. CHESNEY: No. No. I'm just saying</p> <p>7 if you really do want an employee handbook</p> <p>8 like that, then I'm all for hiring someone to</p> <p>9 do, it because, you know, we spent a couple of</p> <p>10 hours, and we didn't get very far.</p> <p>11 MR. MENDENHALL: Yeah. You could always</p> <p>12 look to put this memorandum in place now. You</p> <p>13 know, it sets in place for employees, and you</p> <p>14 can look towards building an employee manual,</p> <p>15 which would, of course, take precedence over</p> <p>16 any new employee hired, because, you know,</p> <p>17 what Doug has, as far as his benefit package</p> <p>18 now, you might not want to write something</p> <p>19 like that into an employee manual because it</p> <p>20 might be completely different if you hire</p> <p>21 somebody ten years down the road as far what</p> <p>22 you want to offer or extend.</p> <p>23 MR. CHESNEY: But, I mean, he talked</p> <p>24 about all the things you need, your personal</p> <p>25 use of vehicle policy -- which, I swear, I</p>	<p style="text-align: right;">Page 83</p> <p>1 want.</p> <p>2 MR. MENDENHALL: Yeah, and -- right.</p> <p>3 Plus, the one pressing issue is the employee</p> <p>4 that just hit the five-year mark and what you</p> <p>5 want to do about their vacation time.</p> <p>6 CHAIRMAN RAGUSA: Who is that?</p> <p>7 MR. MAYES: (Inaudible.)</p> <p>8 CHAIRMAN RAGUSA: He's been here five</p> <p>9 years?</p> <p>10 MS. WHYTE: Uh-huh.</p> <p>11 CHAIRMAN RAGUSA: Well, we've</p> <p>12 historically given three weeks for five years.</p> <p>13 MR. MENDENHALL: Correct. But with</p> <p>14 nothing being written and with the</p> <p>15 classification of your other employees, I just</p> <p>16 figured I'd check with you.</p> <p>17 MR. CHESNEY: Truly, we have no real</p> <p>18 policy provisions other than -- what? --</p> <p>19 written.</p> <p>20 MR. MENDENHALL: Correct.</p> <p>21 MR. CHESNEY: I thought we at least</p> <p>22 had a vehicle thing, because I remember you</p> <p>23 bringing it up, and I couldn't even find</p> <p>24 that.</p> <p>25 CHAIRMAN RAGUSA: I've seen it.</p>
<p style="text-align: right;">Page 82</p> <p>1 thought we had that at some point, but I don't</p> <p>2 know where it is -- we need a sick time, which</p> <p>3 Brian had one from last month. We need a</p> <p>4 vacation time, and we need a benefit provision</p> <p>5 on what we pay for.</p> <p>6 And like I said, to me, that one was</p> <p>7 actually very important, because I never</p> <p>8 really thought about it, but we have two</p> <p>9 distinct classes of employees.</p> <p>10 CHAIRMAN RAGUSA: Why don't you draft</p> <p>11 the memorandum then?</p> <p>12 MR. CHESNEY: I could draft four</p> <p>13 memorandums, sure, and I can do --</p> <p>14 CHAIRMAN RAGUSA: You can work with</p> <p>15 Andy.</p> <p>16 MR. CHESNEY: Yeah, I can do that. I</p> <p>17 don't mind doing that, but I'm not going to do</p> <p>18 a whole employee manual.</p> <p>19 CHAIRMAN RAGUSA: I don't want you to.</p> <p>20 MR. CHESNEY: Yeah.</p> <p>21 CHAIRMAN RAGUSA: Well, how do we</p> <p>22 resolve the accumulated sick time?</p> <p>23 MR. CHESNEY: Yeah, you guys need to</p> <p>24 figure that out. Whatever you guys want to do</p> <p>25 is great, and you can let me know what you</p>	<p style="text-align: right;">Page 84</p> <p>1 MR. MENDENHALL: Okay. So three weeks</p> <p>2 is --</p> <p>3 CHAIRMAN RAGUSA: Yes, see that he does</p> <p>4 receive the extra week of vacation --</p> <p>5 MR. MENDENHALL: Okay.</p> <p>6 CHAIRMAN RAGUSA: -- for five years</p> <p>7 anniversary.</p> <p>8 MR. MENDENHALL: That's fair enough.</p> <p>9 MR. CHESNEY: Thank you.</p> <p>10 (Mr. Chesney leaves the meeting.)</p> <p>11 MR. MENDENHALL: Thanks, Greg.</p> <p>12 CHAIRMAN RAGUSA: What do you guys want</p> <p>13 to do with the accumulated sick time? And</p> <p>14 Doug and Sonny are the big ones. Doug had 52</p> <p>15 days accumulated. Mr. Ross.</p> <p>16 MR. ROSS: Putting a little bit of</p> <p>17 thought into it, not too much, my feeling is</p> <p>18 that our employees were operating under a</p> <p>19 system, they may have made decisions and other</p> <p>20 plans and reliance upon what they perceive to</p> <p>21 be the policy.</p> <p>22 I feel like we ought to give them a</p> <p>23 lengthy period of time to get the benefit of</p> <p>24 these accruals, but at the end of that lengthy</p> <p>25 period of time they don't use the accruals,</p>

1 then I believe we should, quote, unquote, cash
2 them out.

3 And so, by way of example, in my mind,
4 the idea would be by end of this fiscal year,
5 if they haven't used this, we'll cash them
6 out, or end of 2014, we'll cash them out;
7 something like that. But I personally just
8 don't like the idea of somebody accumulating a
9 significant number of days.

10 CHAIRMAN RAGUSA: Okay. When you say
11 "cash them out," are you talking about putting
12 them back to zero or leaving a minimum
13 amount?

14 MR. ROSS: No. When I say "cash them
15 out," I meant compensate them for the accrued
16 time period, is what I meant.

17 CHAIRMAN RAGUSA: I understand. But I'm
18 not picking on Doug. Doug's got 52 days. Are
19 you saying cash out all 52 days, leaving him
20 with zero days accrued?

21 MR. ROSS: Oh. There ought to be some
22 number you can accrue, but if you don't use
23 them by the end of the year, you lose it. And
24 so I don't -- I'm saying it would hang out
25 there until, say, the end of 2014, and then at

1 to have a few hours banked, you know, because
2 -- obviously two weeks maximum, maybe three,
3 you know, maximum banked up, but I just -- for
4 me, it's not necessarily the money at the end,
5 it's not -- it's not even that. It's just
6 that if something was to happen seriously,
7 it's always there. Or in the end of
8 retirement, it's nice to have, you know, a
9 little bit of something to fall back on.

10 So that's why I always viewed it as kind
11 of a banking account.

12 CHAIRMAN RAGUSA: Sonny, the same
13 question.

14 MS. WHYTE: I really don't give it much
15 thought. I just -- it's been there in case I
16 needed it. I think two weeks is a reasonable
17 amount of time in case you do get sick. I
18 don't believe we have long-term disability.

19 CHAIRMAN RAGUSA: Are you saying 10
20 days?

21 MS. WHYTE: Yeah. Two weeks to three
22 weeks sounds reasonable because you never know
23 what unforeseen illnesses or whatever happens,
24 but I think anything beyond that --

25 CHAIRMAN RAGUSA: Okay. What do you

1 that point maybe he could only carry over ten
2 days and no more.

3 I'm open-ended as to how many days are
4 in the carry-over. That's not what's driving
5 my analysis. What's driving my analysis is it
6 should not be unlimited.

7 CHAIRMAN RAGUSA: Doug, I don't want to
8 put you on the spot -- I'm not asking you to
9 talk about your finances, but do many people
10 view accumulated sick time as money in the
11 bank?

12 MR. MAYS: Correct.

13 CHAIRMAN RAGUSA: But I think with our
14 history, that may be a fair assumption.

15 MR. MAYS: Correct.

16 CHAIRMAN RAGUSA: Would it have a
17 detrimental impact on you in your financial
18 condition if you were required to cash them
19 out, a good portion of your time, at the end
20 of the year?

21 MR. MAYS: No, I don't believe so. I
22 just -- as I mentioned before, I think there
23 should -- you shouldn't penalize people by
24 taking them from them is my only concern.

25 I've been told it's probably a good idea

1 guys think?

2 MR. ZEIGLER: I kind of like Mr. Ross'
3 opinion of giving a certain finite time limit
4 to either use them or to cash them out.

5 The concept of sick days is strictly
6 there to reimburse you for those days that you
7 are physically not able to be on the job, not
8 necessarily to accrue them for an indefinite
9 period of time so that you have something to
10 look forward to in the future.

11 So obviously we need to put a cap on
12 this. We need to -- I think -- I think
13 Mr. Ross had the right idea, but what that
14 time period is, I think probably should be
15 discussed.

16 CHAIRMAN RAGUSA: Mr. Argus.

17 MR. ARGUS: I'm trying to get a handle
18 on a number of days that they can bank, and I
19 keep coming up with around 30, somewhere.

20 MR. MAYS: That's what I had.

21 MR. ARGUS: Realizing we don't have
22 short-term disability, I'd like to have that
23 sort of built in unless we come up with a
24 short-term disability benefit for them.

25 I could support, for example -- not

1 picking on Doug, but using him as an example
2 -- if at the end of 2014 calendar year, he has
3 more than, say, 30 days banked, we would
4 acquire those from him.

5 My suggestion would be buy them from
6 him so he's whole. So at the end of 2014, he
7 would go down to 22 hours; January 1st, 2015
8 he gets another eight days, so he can have a
9 maximum of 30, but that we somehow buy the
10 excess back from him.

11 CHAIRMAN RAGUSA: I think everybody
12 suggests that we're going to buy -- we're
13 going to compensate him for any sick time that
14 he doesn't use.

15 My only concern with Mr. Ross' comment
16 is, I think, you're mixing this as vacation
17 time. I would not be in favor of anyone using
18 sick time unless they're actually sick.

19 MR. ARGUS: Right.

20 CHAIRMAN RAGUSA: Doug is kind of like
21 the horse who doesn't get sick, unless he's
22 really sick. I don't know that -- I just
23 don't see where he ends up at the end of the
24 year. I don't know that he can use them up
25 unless he's actually sick.

1 MR. ARGUS: Right.

2 CHAIRMAN RAGUSA: 30 days is a lot. I
3 don't know of any organization that does 30
4 days.

5 MR. ARGUS: But they have short-term
6 disability.

7 CHAIRMAN RAGUSA: No. Very few
8 employers do this day and age.

9 Mr. Ross.

10 MR. ROSS: I'd would like to make a
11 motion that the district adopt a policy
12 effective December 31st, 2014, whereby no
13 employee can accumulate more than 20 days sick
14 time.

15 CHAIRMAN RAGUSA: What was the effective
16 date?

17 MR. ROSS: End of 2014.

18 CHAIRMAN RAGUSA: 12/31/14?

19 MR. ROSS: 12/31/2014. So that gives
20 them between now and then, for whatever reason
21 they need to use it, that they have some
22 understanding that was in their back pocket if
23 somebody has a disastrous illness or
24 something, that they be able to utilize it,
25 but come the end of 2014, they could not

1 MR. ARGUS: Right.

2 CHAIRMAN RAGUSA: And we don't offer
3 short-term disability. I thought you were
4 going to look --

5 MR. MENDENHALL: Yeah, not from what I
6 saw. Yeah, that was one of the things that I
7 sent out, that there was not short-term
8 disability.

9 CHAIRMAN RAGUSA: Is that a package
10 that's offered by Severn Trent's benefit
11 folks?

12 MR. MENDENHALL: It wasn't part of the
13 offering that I had looked at that they're
14 currently under, that Doug is currently
15 under. You know, whether there's another
16 provider that can offer it as an add-on, that
17 might be.

18 CHAIRMAN RAGUSA: Talk to your
19 organization and see if they have a vendor who
20 supplies short-term disability.

21 MR. MENDENHALL: Sure.

22 CHAIRMAN RAGUSA: I'd like to know the
23 costs for our employees in going forward.
24 Because that may be a better alternative for
25 staff than having 30 days sick time.

1 accumulate more than 20 days after that, which
2 I got from Andy's chart, which seems to be two
3 of the five districts have a 20-day
4 accumulation carry-over, and then with the
5 excess, we are all in agreement we would buy
6 that back or cash them out or whatever.

7 MR. MENDENHALL: And that's for each
8 year? For example, each year, if there's a
9 certain amount of hours, they would be bought
10 back each year?

11 MR. ROSS: Yeah. Yeah.

12 CHAIRMAN RAGUSA: Well, I thought we
13 came to the conclusion that we weren't going
14 to do formal policies, we were going to do a
15 memorandum of understanding.

16 MR. ROSS: And if I need my motion
17 amended, that's fine, yeah.

18 CHAIRMAN RAGUSA: The second half of
19 that motion is at least between now and
20 December 31, 2014 we are going to compensate
21 the employee for any sick time -- accrued sick
22 time above 20 days.

23 MR. ROSS: What my motion contemplated
24 is, let's say we get to the month of February,
25 and God forbid Sonny or Doug gets a horrible

<p style="text-align: right;">Page 93</p> <p>1 case of pneumonia. They will have -- in</p> <p>2 Sonny's case, she has accumulated 28.47 days,</p> <p>3 Doug's 52.79, so if they need to use that for</p> <p>4 February while they're out, they could use</p> <p>5 that; but by the end of 2014, that's when we</p> <p>6 would look at buying them out, as of that</p> <p>7 date.</p> <p>8 CHAIRMAN RAGUSA: But I think the motion</p> <p>9 has -- it has to go hand in hand if we're</p> <p>10 capping the amount of accumulated sick time</p> <p>11 that an employee can keep as of December 31,</p> <p>12 2014, and then annually going forward, I</p> <p>13 think, the motion also has to contain the</p> <p>14 provision that on December 31, 2014 we're</p> <p>15 going to compensate the employee for the sick</p> <p>16 time that they're in essence losing if they</p> <p>17 don't use it.</p> <p>18 MR. ROSS: I accept that amendment. And</p> <p>19 that was my intention.</p> <p>20 CHAIRMAN RAGUSA: Does that make sense?</p> <p>21 MR. ROSS: I'm in agreement with you.</p> <p>22 CHAIRMAN RAGUSA: Okay.</p> <p>23 MR. ROSS: I didn't mean to suggest it</p> <p>24 was one or the other. I apologize if --</p> <p>25 CHAIRMAN RAGUSA: Whoever is going to</p>	<p style="text-align: right;">Page 95</p> <p>1 still probably have funds available regardless</p> <p>2 of whether it was October or December.</p> <p>3 By doing it in December, you get to have</p> <p>4 it as part of your discussions for the --</p> <p>5 CHAIRMAN RAGUSA: You know, you know</p> <p>6 you're going to have to budget for it, if you</p> <p>7 have a big payout coming.</p> <p>8 MR. ZEIGLER: Right.</p> <p>9 MR. MENDENHALL: Yeah. So, I mean, that</p> <p>10 probably makes sense.</p> <p>11 CHAIRMAN RAGUSA: Does that cause a</p> <p>12 problem for you guys? You suggested October.</p> <p>13 MS. WHYTE: Because we keep everything</p> <p>14 on -- everything we do, payroll increases and</p> <p>15 all of that, is October 1st.</p> <p>16 MR. MAYES: That's the only reason.</p> <p>17 MS. WHYTE: That's the only reason, and</p> <p>18 we work on budgets starting on January,</p> <p>19 February, which we thought that way you</p> <p>20 accumulated it all in there so that everything</p> <p>21 is on the same fiscal year.</p> <p>22 MR. MAYES: But I do see Mr. Ross'</p> <p>23 point.</p> <p>24 MR. ROSS: Yeah. I just don't want to</p> <p>25 talk about eight different times.</p>
<p style="text-align: right;">Page 94</p> <p>1 second --</p> <p>2 MR. ARGUS: We haven't seconded it yet.</p> <p>3 CHAIRMAN RAGUSA: Okay. Doug.</p> <p>4 MR. MAYES: The question was, you're</p> <p>5 saying the end of the year, December 31st,</p> <p>6 2014. We were just wondering if you wouldn't</p> <p>7 want to put it October since that's the fiscal</p> <p>8 year.</p> <p>9 MS. WHYTE: Everything we do.</p> <p>10 MR. MAYES: For a lot of things.</p> <p>11 MR. ROSS: I kind of purposely picked</p> <p>12 the end of the year for that very reason. I</p> <p>13 knew we go through all our budget workshop, we</p> <p>14 go through our number crunching, we begin to</p> <p>15 look at end of the year adjustments, salary,</p> <p>16 bonuses, all that kind of stuff. And so we</p> <p>17 just deal with it all at one time and not have</p> <p>18 to visit it more than one monthly meeting.</p> <p>19 CHAIRMAN RAGUSA: Does it matter as an</p> <p>20 accounting perspective?</p> <p>21 MR. MENDENHALL: I mean, it shouldn't.</p> <p>22 I mean, you have the funds available, and</p> <p>23 you're budgeting each year for -- we would</p> <p>24 just have to figure out -- you know, figure</p> <p>25 out potentially payment for -- but you would</p>	<p style="text-align: right;">Page 96</p> <p>1 MR. MENDENHALL: That's a good point.</p> <p>2 CHAIRMAN RAGUSA: We have that motion,</p> <p>3 which has been convoluted a little bit.</p> <p>4 MR. ROSS: Will you restate it for me,</p> <p>5 Mr. Chair?</p> <p>6 CHAIRMAN RAGUSA: I will try to restate</p> <p>7 it.</p> <p>8 The motion is to have the board of</p> <p>9 supervisors have a memorandum of understanding</p> <p>10 which would limit employees' accumulated sick</p> <p>11 time to 20 days on any -- at the end of any</p> <p>12 given year, and to implement that with our</p> <p>13 current employees by December 31, 2014.</p> <p>14 They would -- after December 31, 2014,</p> <p>15 they would not be able to carry over more than</p> <p>16 20 sick days. As part of this, we would</p> <p>17 compensate the employees on December 31, 2014</p> <p>18 for any accumulated sick time above the 20</p> <p>19 days.</p> <p>20 Does that accurately reflect the</p> <p>21 motion?</p> <p>22 MR. ARGUS: I think so. I'll second</p> <p>23 that.</p> <p>24 MR. ROSS: On or about December 31st, it</p> <p>25 wouldn't have to be exactly --</p>

1 MS. McCORMICK: (Inaudible)
 2 MR. MENDENHALL: Yeah, we can change
 3 that.
 4 MS. McCORMICK: Okay.
 5 CHAIRMAN RAGUSA: What's that?
 6 MS. McCORMICK: You're going to still
 7 give as many sick days per year as -- you're
 8 not going to make any changes to that.
 9 CHAIRMAN RAGUSA: We're not impacting
 10 the accrual of sick time --
 11 MS. McCORMICK: Right. Okay.
 12 CHAIRMAN RAGUSA: -- only the carry-
 13 over.
 14 MS. McCORMICK: Right. Okay.
 15 CHAIRMAN RAGUSA: Mr. Argus.
 16 MR. ARGUS: We are going to compensate
 17 them at their normal hourly rate?
 18 CHAIRMAN RAGUSA: Yes.
 19 MR. ARGUS: Okay. Not a fraction of it.
 20 CHAIRMAN RAGUSA: No.
 21 MR. ARGUS: Okay. Perfect. Not time
 22 and a half.
 23 CHAIRMAN RAGUSA: No.
 24 MR. ROSS: I accept that restatement of
 25 my motion. Thank you.

1 CHAIRMAN RAGUSA: All right. Do we have
 2 a second?
 3 MR. ARGUS: Second.
 4 CHAIRMAN RAGUSA: Any further
 5 discussion? Mr. --
 6 MR. BARRETT: Just a question. In
 7 future years -- and I don't know how many sick
 8 days they accumulate -- but let's say it
 9 bumps them above 20 again for the future
 10 year. What happens to those days?
 11 Do they just disappear, or are they also
 12 compensated at the end of the year?
 13 CHAIRMAN RAGUSA: I think the board of
 14 supervisors will have to decide, but I think
 15 that is something that the memorandum of
 16 understanding that Mr. Chesney is going to
 17 work on with the district manager will
 18 accomplish.
 19 MR. BARRETT: I just wanted to clarify
 20 whether that was addressed, and I wasn't
 21 understanding it on this one. Okay. Thank
 22 you.
 23 CHAIRMAN RAGUSA: I don't know that we
 24 have to decide that. We're dealing with
 25 between now and December 31, 2014.

1 Okay. All in favor of the motion,
 2 please raise your hand.
 3 (All board members signify in the
 4 affirmative.)
 5 CHAIRMAN RAGUSA: That motion passes
 6 four to nothing.
 7 (Motion passes.)
 8 CHAIRMAN RAGUSA: Anything else, Andy?
 9 MR. MENDENHALL: That was my main item.
 10 CHAIRMAN RAGUSA: Field manager. You've
 11 got a number of items.
 12 MR. MAYS: I have a couple of items
 13 here.
 14 Maintenance proposal for the water
 15 fountain that was recently installed.
 16 Received the dollar amount, \$175 per quarter
 17 for maintenance on it. If we agree to that
 18 contract for maintenance, which I think we --
 19 you should, it will also extend our warranty
 20 to a three-year warranty.
 21 MR. ROSS: So move.
 22 MR. ARGUS: Second.
 23 CHAIRMAN RAGUSA: Any further
 24 discussion?
 25 (No response.)

1 CHAIRMAN RAGUSA: All in favor, please
 2 raise your hand.
 3 (All board members signify in the
 4 affirmative.)
 5 CHAIRMAN RAGUSA: That motion passes
 6 four to nothing, although we didn't need a
 7 motion.
 8 (Motion passes.)
 9 MR. MAYS: Next is the Radcliffe Park
 10 that we had talked about, the brick paver
 11 extension over there at that park.
 12 CHAIRMAN RAGUSA: Right.
 13 MR. MAYS: The estimate came back,
 14 \$1,300 to do both sides.
 15 CHAIRMAN RAGUSA: Did you get any
 16 feedback from the community?
 17 MS. WHYTE: I think we got an email.
 18 CHAIRMAN RAGUSA: I got the one email.
 19 MS. WHYTE: Eric's email was in there,
 20 and I think he did a proposal -- I only
 21 received it this morning, but Eric's consensus
 22 is from the community is that they're all in
 23 favor of having that added to it.
 24 MR. ROSS: Who is paying for the brick
 25 pavers?

<p style="text-align: right;">Page 101</p> <p>1 MS. WHYTE: That's the question that I</p> <p>2 have for you.</p> <p>3 We paid for the last ones because it's a</p> <p>4 common area which is owned by the district.</p> <p>5 CHAIRMAN RAGUSA: This proposal, it's</p> <p>6 not real clear, this is for the strips leading</p> <p>7 to the --</p> <p>8 MS. WHYTE: Yes. Yes.</p> <p>9 MR. MAYS: The same width as the</p> <p>10 existing one that matches it.</p> <p>11 MS. WHYTE: But, visually, when you're</p> <p>12 looking at it, you're going to just see a</p> <p>13 horseshoe right out to the curbing.</p> <p>14 MR. MAYS: This is the first bid, too,</p> <p>15 so I wasn't too happy with it myself, but to</p> <p>16 push things along, I will tell you that it was</p> <p>17 a maximum of that, if we can get it done</p> <p>18 cheaper -- excuse me -- negotiate a little</p> <p>19 bit, we will. That's my plan.</p> <p>20 CHAIRMAN RAGUSA: Are you asking that we</p> <p>21 approve it tonight, subject to further</p> <p>22 negotiation in a downward direction --</p> <p>23 MR. MAYS: Yes.</p> <p>24 CHAIRMAN RAGUSA: -- or would you prefer</p> <p>25 that we give other vendors -- we have a</p>	<p style="text-align: right;">Page 103</p> <p>1 CHAIRMAN RAGUSA: Okay. Any further</p> <p>2 discussion?</p> <p>3 (No response.)</p> <p>4 CHAIRMAN RAGUSA: The motion being to</p> <p>5 authorize the acceptance of the proposal from</p> <p>6 Eagle Interlocking Brick Paving for the brick</p> <p>7 pavers in the Radcliffe Community Park, at the</p> <p>8 entryway, subject to staff's further</p> <p>9 negotiating the price in a downward direction.</p> <p>10 MR. MAYS: Right.</p> <p>11 CHAIRMAN RAGUSA: All in favor, please</p> <p>12 raise your hand.</p> <p>13 (All board members signify in the</p> <p>14 affirmative.)</p> <p>15 CHAIRMAN RAGUSA: That motion passes</p> <p>16 four to nothing.</p> <p>17 (Motion passes.)</p> <p>18 MR. MAYS: And we have a request from</p> <p>19 Girl Scout Troop 86 to hold a lemonade stand</p> <p>20 in Glenclyff Park. The funds are for the</p> <p>21 lemonade for the Levy lemonade stand for</p> <p>22 epilepsy since birth. So it seems like a</p> <p>23 worthwhile project for the kids, and for the</p> <p>24 Girl Scouts, and funds are donated to that</p> <p>25 organization, so it's not really a profit --</p>
<p style="text-align: right;">Page 102</p> <p>1 history with Eagle. Correct?</p> <p>2 MR. MAYS: Yeah, we do, but we don't</p> <p>3 with this new salesman. The new salesman, I'm</p> <p>4 not too impressed, so --</p> <p>5 CHAIRMAN RAGUSA: Okay.</p> <p>6 MS. WHYTE: I did miss --</p> <p>7 MR. MAYS: We just think we might be</p> <p>8 able to do better, and the bricks that we use,</p> <p>9 they're made right there on Busch Boulevard,</p> <p>10 that plant over there, so they're readily</p> <p>11 available, so -- a different dye lot, of</p> <p>12 course, but pretty close.</p> <p>13 CHAIRMAN RAGUSA: Going to the second</p> <p>14 question, I think this is a community park. I</p> <p>15 think it's a tremendous benefit to the</p> <p>16 Radcliffe residents, but it is a community</p> <p>17 park.</p> <p>18 I think it also assists in our ADA</p> <p>19 compliance, or accessibility. It's not a</p> <p>20 material enough amount, I think, to do any</p> <p>21 type of special assessment or attribute it to</p> <p>22 their funds. I would be inclined to just have</p> <p>23 the community pay for this. Plus, we're doing</p> <p>24 this for child safety at a bus stop.</p> <p>25 MR. ROSS: I'll second your motion.</p>	<p style="text-align: right;">Page 104</p> <p>1 for-profit organization, being the Girl</p> <p>2 Scouts.</p> <p>3 And Glenclyff Park is a good place to</p> <p>4 hold something like that on the weekends.</p> <p>5 It's around soccer season, too, so --</p> <p>6 CHAIRMAN RAGUSA: What I didn't see is a</p> <p>7 date and time.</p> <p>8 MS. WHYTE: The date is to be determined</p> <p>9 sometime in October. I didn't want to narrow</p> <p>10 down a date until you actually looked at the</p> <p>11 offer to see whether or not it was something</p> <p>12 you wanted to explore.</p> <p>13 They do want to do it sometime in</p> <p>14 October, and it would be on a Saturday.</p> <p>15 CHAIRMAN RAGUSA: One time?</p> <p>16 MS. WHYTE: One time.</p> <p>17 CHAIRMAN RAGUSA: At Glenclyff?</p> <p>18 MR. MAYS: Yes.</p> <p>19 MS. WHYTE: They requested Glenclyff.</p> <p>20 CHAIRMAN RAGUSA: I would think it would</p> <p>21 tie into soccer games.</p> <p>22 MS. WHYTE: Possibly.</p> <p>23 CHAIRMAN RAGUSA: Any thoughts?</p> <p>24 MR. ROSS: Move to approve.</p> <p>25 CHAIRMAN RAGUSA: Okay. We have a</p>

1 motion to approve the request to do a lemonade
 2 stand at Glenduff Park at a time and day to
 3 be determined, discussions with staff. Any
 4 further -- no. A second.
 5 MR. ARGUS: Second.
 6 CHAIRMAN RAGUSA: No further
 7 discussion?
 8 (No response.)
 9 CHAIRMAN RAGUSA: All in favor, please
 10 raise your hands.
 11 (All board members signify in the
 12 affirmative.)
 13 CHAIRMAN RAGUSA: That motion passes
 14 four to nothing.
 15 (Motion passes.)
 16 MR. BARRETT: You're not going to
 17 require OSHA training for the Girl Scouts?
 18 CHAIRMAN RAGUSA: If they were my
 19 employees, they would be, even Sonny.
 20 MR. ARGUS: How is Sonny's OSHA
 21 training?
 22 CHAIRMAN RAGUSA: Yeah, I was going to
 23 ask her about that.
 24 MR. BARRETT: Sorry, Sonny.
 25 MS. WHYTE: Thanks. I thought we were

1 friends.
 2 CHAIRMAN RAGUSA: It's on my list.
 3 MS. WHYTE: Sonny's OSHA training, I can
 4 do an online conference, I plan on doing
 5 Thursday or Friday, which my boss insists I
 6 have to go to the thing, which I believe the
 7 next one is not until the end of October. So
 8 I will get that registered, but I was going to
 9 do it online.
 10 CHAIRMAN RAGUSA: No, it doesn't cut
 11 it. It needs to be live.
 12 Harbor Links, how are we doing there?
 13 MS. WHYTE: That was our next thing.
 14 MR. MAYS: The project seems to be
 15 coming along pretty good. Met with the
 16 electricians today. We also have a meeting
 17 set up next Wednesday with the service
 18 builders and all the different entities to get
 19 together and see where we're at on things.
 20 I've got a meeting tomorrow with a gas
 21 company on the gas -- shutting off the gas.
 22 And we're going to get with Andy and make sure
 23 that he is -- since it was a contract through
 24 TECO People's Gas, we need to go ahead --
 25 MS. WHYTE: Infinite Energy.

1 MR. MAYS: -- Infinite Energy -- excuse
 2 me -- we need to go ahead and give them their
 3 30-day notice, and the project is looking
 4 good. Haven't had a complaint of anybody in
 5 the community in five days --
 6 MS. WHYTE: Four days.
 7 MR. MAYS: Four days. Excuse me. I
 8 stand corrected again.
 9 But it's really, they're doing a real
 10 clean job now. Like I say, we're not getting
 11 too many -- guys are jumping all over any
 12 repair that they do make a mistake on. So,
 13 overall, it seems like the residents are very,
 14 very happy with what's going on.
 15 CHAIRMAN RAGUSA: Mr. Argus.
 16 MR. MAYS: The kids have showed up and
 17 it's really -- we're getting really close.
 18 MR. ARGUS: Nancy, anything to add to
 19 that?
 20 MS. SELLS: No. I didn't know about the
 21 other complaint.
 22 MR. ARGUS: Looks like you're happy with
 23 the progress?
 24 MS. SELLS: Yes, because they've been --
 25 and because where they've been, you just

1 literally can't tell when they've been on a
 2 boring.
 3 MR. MAYS: I saw the hole in the yard.
 4 MS. SELLS: That's knocked down. They
 5 buried that. It's more like I had a question
 6 recently about the rumor mill about the whole
 7 pole was being replaced and so forth. So, you
 8 know, you just have to inform.
 9 MR. ARGUS: Thank you.
 10 MS. SELLS: Uh-huh.
 11 MR. MAYS: I did have one other thing,
 12 just so everybody knows. Last week, when we
 13 had that nice big rain, West Park Village, for
 14 the first time since I've been here, did not
 15 flood. So that was remarkable.
 16 I mean, apparently what the county went
 17 through, and I really -- the community really
 18 needs to thank the county for all that they
 19 did. Tonja was all over it, you know, a lot.
 20 Sonny was involved a lot with it, and there
 21 was a lot going on that people don't even
 22 know. But the county, they really stepped up
 23 on this one.
 24 I mean, I drove there during the
 25 torrential downpour, and that road used to --

1 I mean, if you'd just slobbered, it would get
 2 wet. It just flooded. It was terrible.
 3 And we're even to the point where Tonja
 4 thinks we can even put that one weir back up.
 5 So, yes, she was very happy with it.
 6 It looks like even some other stuff that
 7 we did, I didn't even see any flooding on
 8 Montague, and Montague always floods during
 9 those rains.
 10 You can't get even out of Stonebridge
 11 and -- Lightner Bridge and Baybridge Drive
 12 there. So I think those bulkheads were it.
 13 CHAIRMAN RAGUSA: I had two feet of
 14 water on my corner.
 15 MR. MAYS: We're working on that one.
 16 As a matter of fact, I got a proposal put in,
 17 because we found out that the box, the drain
 18 pipe that goes in it has collapsed, so there
 19 is dirt down in there. So we're going to try
 20 that and see if we can get that going.
 21 CHAIRMAN RAGUSA: It was as high as it's
 22 ever been. It was over the area over the
 23 sidewalk and about three, four feet up into
 24 the yard.
 25 MR. MAYS: We'll see if we can get that

1 fixed. At least we're starting to understand.
 2 It might give us something to look for. There
 3 may be a bulkhead in there somewhere, too,
 4 because we did pull one out off of Marblehead,
 5 on that one pond in those people's back yard.
 6 If you remember correctly, we did pull one
 7 out. So we have to keep looking, because
 8 there may be one in that area.
 9 CHAIRMAN RAGUSA: Mr. Barrett.
 10 MR. BARRETT: Just in front of your
 11 house, I know that was really bad. You guys
 12 haven't flooded?
 13 MR. ROSS: It did not flood at all. At
 14 all. And I actually noted it. And I have the
 15 same reaction as you, "Wow." This was a
 16 significant difference.
 17 MR. MAYS: I mean, even around the
 18 manhole covers, you didn't see nothing. And,
 19 before, it all went above the top and over
 20 them.
 21 MR. ROSS: Well, it would go up to the
 22 kids -- the small kids, almost up to their
 23 hip. I mean, it was bad. It was bad.
 24 CHAIRMAN RAGUSA: Well, if you read the
 25 newspaper, we got the most rain.

1 MR. MAYS: I know. I saw that.
 2 CHAIRMAN RAGUSA: And, of course, the
 3 pictures aren't of Westchase --
 4 MR. MAYS: No.
 5 CHAIRMAN RAGUSA: But it's Westchase in
 6 the little caption.
 7 MR. MAYS: Yeah.
 8 MS. WHYTE: It is Westchase. It is the
 9 ZIP code of Westchase, 33626, off Race Track
 10 Road.
 11 MR. MAYS: That's all we have, unless
 12 you have something, Sonny.
 13 MS. WHYTE: I don't think so.
 14 CHAIRMAN RAGUSA: All right. Going back
 15 to counsel.
 16 MS. McCORMICK: I've got a couple of
 17 things. On Saville Rowe and on the street
 18 lights, I talked to the attorney for the
 19 association for Saville Rowe, and they have
 20 asked if we would consider instead of taking a
 21 deed of the actual road in there, if we would
 22 accept an easement for the street lights,
 23 since they would like to continue with the CDD
 24 maintaining the street lights, but they'd like
 25 to maintain the fee simple ownership of their

1 roadway.
 2 CHAIRMAN RAGUSA: Is that traditional?
 3 MS. McCORMICK: Well, it can be -- I
 4 mean, it can be done within this CDD. I don't
 5 know that we've done that in other situations,
 6 but this is kind of a unique circumstance
 7 because of the fact that we didn't understand
 8 that we were paying for the street lights for
 9 a long period of time, or that we shouldn't be
 10 paying for the street lights.
 11 And we do have this account that the CDD
 12 has funds in. And from the association's
 13 standpoint, the problem, at least that they
 14 have indicated that they have, is, in order to
 15 be able to assess their residents to pay for
 16 the street light in the future, it would
 17 require them to have the membership vote to do
 18 that. And they're, you know, concerned that
 19 they wouldn't be able to get the approval for
 20 that, at least easily.
 21 CHAIRMAN RAGUSA: Sonny.
 22 MS. WHYTE: I just want to clarify. We
 23 only do the maintenance of the street lights
 24 in there. The actual TECO poles are owned by
 25 them.

1 MS. McCORMICK: Right.
 2 MS. WHYTE: And they are on their
 3 meter. So the only thing we pay for is the
 4 repair and maintenance on an ongoing -- which
 5 we just recently did. I just want to clarify
 6 that.
 7 MS. McCORMICK: Thank you.
 8 CHAIRMAN RAGUSA: Who owns the roads in
 9 there?
 10 MS. WHYTE: We do. Right?
 11 MR. MAYS: Yeah.
 12 MS. WHYTE: We just got them.
 13 MS. McCORMICK: No. They own the
 14 roadway. That's was the issue. That's the
 15 issue, because the street lights are on --
 16 MS. WHYTE: Because we're assessing them
 17 for roads.
 18 MR. MENDENHALL: I don't think so.
 19 MS. McCORMICK: This is the issue that
 20 we've been talking about since before the
 21 budget year of them owning the roads and us --
 22 MS. WHYTE: We're assessing them \$3492 a
 23 year for the roads, because I thought when
 24 they deeded us the gates, they deeded the
 25 roads to us, but they don't have sidewalks.

1 MS. McCORMICK: Am I confusing Saville
 2 Rowe with another?
 3 MS. SELLS: By the golf course?
 4 MS. WHYTE: Saville Rowe, by the golf
 5 course.
 6 MR. MENDENHALL: I'm looking now.
 7 MS. WHYTE: Are we talking Enclave?
 8 MS. McCORMICK: Okay. I'm sorry. I
 9 missed it. Right. Right. Okay. We're
 10 talking about the Enclaves.
 11 MR. MAYS: Yeah. The district owns
 12 nothing there at all.
 13 MS. McCORMICK: Yeah.
 14 MR. MAYS: Not even the easements.
 15 CHAIRMAN RAGUSA: Do you have a
 16 recommendation?
 17 MS. McCORMICK: Well, my recommendation
 18 would be that that would solve the issue that
 19 we have as far as having assessments paying
 20 for street lights in where we don't have any
 21 interest in the property where the street
 22 lights are located.
 23 So I think we could do that, but, on the
 24 other hand, if the district wants to be
 25 consistent with, you know, what we have

1 typically done where we have not paid for
 2 facilities, unless we have an ownership
 3 interest in it, then we would go back to them
 4 and say, "No, we don't want it, so we're not
 5 going to continue to do this. You're going to
 6 have to take responsibility for paying for the
 7 maintenance and operation of the street
 8 lights, or deed us the roads."
 9 CHAIRMAN RAGUSA: Mr. Ross.
 10 MR. ROSS: I'd be in favor of
 11 consistency. It's easier for administration
 12 in so many respects.
 13 MS. McCORMICK: Okay.
 14 MR. ROSS: So that would be my own
 15 strong preference.
 16 MS. McCORMICK: And if they're not
 17 willing to deed us the roads, then I think
 18 what we will be faced with next budget year,
 19 because we, at this point, would continue for
 20 this year, but, you know, turn over the
 21 payment; and if they don't -- I mean, if
 22 they're not going to pay for the operation of
 23 the street lights, then the TECO bills won't
 24 get paid and the street lights would go out.
 25 MR. ROSS: In which case, they would

1 very easily get approval of the issue by their
 2 constituents.
 3 MS. McCORMICK: Right. Right.
 4 MR. MENDENHALL: And they would have
 5 time to do that as well, because, essentially
 6 as we've told them, we would be handing over
 7 to them what's already held in escrow. You
 8 know, not only do they have the current year's
 9 assessments paid for, but they also have some
 10 fund balance, so they would have time to
 11 figure out those dynamics.
 12 CHAIRMAN RAGUSA: Fund balance allocated
 13 to the lights?
 14 MR. MENDENHALL: Well, it's fund balance
 15 allocated specifically to The Village, because
 16 that's the only thing we're charging them for.
 17 So indirectly, their lights, yes, but, you
 18 know, it's not a reserve, so to speak.
 19 MR. ZEIGLER: What is the advantage of
 20 them deeding the roads to us should they do
 21 so?
 22 MS. McCORMICK: The advantage? I mean,
 23 I don't see that there's that much of an
 24 advantage to the district. We would be
 25 responsible then for the ownership and

<p style="text-align: right;">Page 117</p> <p>1 maintenance of the roads at that point, as 2 opposed to just having an easement. 3 MR. ZEIGLER: It sounds like an extra 4 thing to maintain. 5 MS. McCORMICK: Yeah. I mean, if it's 6 just, you know, more of an issue of how we 7 handled this in the past, but I don't see a 8 negative to just taking an easement over. 9 I just think that the situation that 10 we're in right now, we're overpaying for 11 street lights, and we don't have -- they're 12 private -- you know, located on private 13 property without us having any rights to 14 that. It's not a good one to continue. 15 CHAIRMAN RAGUSA: That's a gated 16 community. Right? 17 MS. McCORMICK: Right. 18 CHAIRMAN RAGUSA: So there is -- in 19 theory, there is a disadvantage to the CDD 20 owning the roads. 21 MR. ROSS: Depends on your perspective. 22 CHAIRMAN RAGUSA: Right. Do you have 23 any concern with us assessing, collecting, and 24 paying for the maintenance of lights that we 25 only have an easement interest in?</p>	<p style="text-align: right;">Page 119</p> <p>1 And then we sort of ran into a wall with 2 that issue. And so, now, the latest proposal 3 is, "Well, would you be willing to just take 4 an easement over the roads?" 5 But the initial proposal was just to 6 have them assume the responsibility for paying 7 for the street lights since it is a private 8 gated community. 9 MR. ROSS: Yes. And to expand on my 10 comments, this isn't a matter of somebody 11 being right or wrong. They have their 12 viewpoint, and I get it. To take on that 13 obligation will significantly add -- or 14 potentially significantly add exposure to 15 their budgetary approach. 16 I get that, but we have our issues as 17 well. And I stand by an ease of 18 administration, that take this conversation, 19 we've been talking about it for probably 30 20 minutes, because we were bouncing back which 21 community we're talking about. 22 And once we get to this is the way we 23 handle these kind of communities and this is 24 the way we handle this, then our conversations 25 will work smoother, and we'll be more</p>
<p style="text-align: right;">Page 118</p> <p>1 MS. McCORMICK: No. 2 CHAIRMAN RAGUSA: Okay. Mr. Ross' 3 proposal is we remain consistent, that we go 4 back and seek ownership of the roads -- 5 MR. ROSS: No. No. I was saying the 6 flip. I don't care whether we own the roads. 7 I'm saying, if they own the roads, then they 8 would take over responsibility for the 9 lights. 10 MS. McCORMICK: Right. 11 MR. ROSS: That's what I understood, to 12 be consistent. 13 CHAIRMAN RAGUSA: I'm sorry. Thank 14 you. I missed that. 15 MR. ROSS: That's all right. 16 CHAIRMAN RAGUSA: And we understand 17 that they have an assessment problem -- 18 MS. McCORMICK: Yeah, and that was what 19 we originally asked them to do anyway, was to 20 take over the payment for those street lights, 21 and they came back and said, "We don't want to 22 do that." 23 And so at that point, we said, "All 24 right, well, a potential alternative is for 25 you to deed us the roads."</p>	<p style="text-align: right;">Page 120</p> <p>1 efficient in the administration of our 2 business. So that's -- 3 CHAIRMAN RAGUSA: I'm going to treat 4 that as a motion. Do we have a second? 5 Actually it's just direction. We're 6 giving direction to staff because we're not 7 approving anything. 8 Does anybody oppose that direction? Do 9 you understand where we're at? 10 MS. McCORMICK: Uh-huh. Okay. And then 11 at the August meeting, we had talked about the 12 future paver application approval process 13 because we approved the pavers for the 14 (inaudible) that we wanted to have a practice 15 going forward where this would be done 16 administratively and not have to be brought to 17 the board. 18 In the September agenda packages, there 19 was the revised one. I took some comments 20 from everybody. It wasn't in the October 21 book. So this is what's been -- we've been 22 talking about for a few months here. And we 23 do have a request for pavers in Green Hedges 24 that is pending, I think. 25 MS. WHYTE: Well, I kind of looked at</p>

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1 the -- I sent them that.

2 MS. McCORMICK: This -- yes.

3 MS. WHYTE: He looked at it and said,

4 "I'm going to have to take it to my attorney,

5 and I may just do my portion of my driveway

6 and forget about the sidewalk." I have not

7 heard from him since then.

8 MS. McCORMICK: Okay. Okay. So this

9 would be -- if we want to implement this

10 pavers application approval process and have a

11 license going forward so that it runs with the

12 land after the homeowner sells the property

13 after they install the pavers, and this is

14 what we have done.

15 And the board could go ahead and

16 authorize this, and then we could just approve

17 these administratively going forward.

18 MR. ARGUS: So move.

19 CHAIRMAN RAGUSA: Do we have a second?

20 MR. ROSS: Second.

21 CHAIRMAN RAGUSA: So just this point of

22 clarification. We're approving the

23 application, slash, approval process, along

24 with the license agreement?

25 MR. ARGUS: Correct.

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1 MS. McCORMICK: Right.

2 CHAIRMAN RAGUSA: Okay. Any further

3 discussion?

4 (No response.)

5 CHAIRMAN RAGUSA: All in favor, please

6 raise your hand.

7 (All board members signify in the

8 affirmative.)

9 CHAIRMAN RAGUSA: That motion passes

10 four to nothing.

11 (Motion passes.)

12 MS. McCORMICK: And then the last item

13 relates to the Glenfield pond issue. Doug

14 took me out actually before the meeting today

15 just to go out there and take a look at the

16 plantings that have been done around the pond

17 area, and we talked about maybe one option

18 would be to go ahead and clean out the area in

19 question that is adjacent to the pond that's

20 precluding the mowing from being done around

21 the lake without completely removing all of

22 the planting.

23 You know -- I think, as you all know,

24 that this pond is on CDD property. There are

25 some other lots around the lake that it looks

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1 like have some vegetation plantings that are

2 much further away from the edge of the pond, so

3 they don't impair the mowing around the pond,

4 but they are still on CDD property.

5 So, you know, my recommendation, or my

6 thought is that we just need to do what we

7 need to do in order to maintain around the

8 pond. I'm not sure if we want to go further

9 than that and say that all of that vegetation

10 would have to be removed from all of those

11 areas that are adjacent to the lots around the

12 pond.

13 CHAIRMAN RAGUSA: Mr. Zeigler.

14 MR. ZEIGLER: The one concern I have is

15 I'm still unclear about the yard, not the

16 houses, the contentious yard, but the one to

17 the right of it, if you're facing the back of

18 it, is a significantly overgrown, so to speak,

19 looking lot.

20 And it actually stands out much

21 differently than the others, even though the

22 others look like they've been purposely

23 planted that far forward.

24 What is the situation --

25 MS. WHYTE: That is a parcel of property

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1 -- Tonja did the research -- and, Erin, correct

2 me if I'm wrong -- and that was done that way

3 from the developer. It was the actual

4 physical land, that portion was developed that

5 way, and it's something to do with -- because

6 that whole thing is a drainage mitigation.

7 Doug, am I correct?

8 MR. MAYS: Yes, it is.

9 MS. WHYTE: That whole pond is called

10 mitigation according to our Hillsborough

11 County maps.

12 MS. McCORMICK: Well, I think there are

13 some trees that are in that floor --

14 MR. MAYS: Yes.

15 MS. McCORMICK: -- that were there at

16 the time of the development that would be sort

17 of grandfathered in, but I'm not sure there is

18 not also vegetation there that wasn't there at

19 the time of the development.

20 And, you know, Doug and I talked about

21 cleaning out that area as well, so there would

22 be more than just one lot that we would be --

23 that the CDD would do some activity on to

24 clean-up.

25 And I'm sure you would be coordinating

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1 with all of those lot owners that would be
 2 potentially impacted, because I think there's
 3 at least three.
 4 MR. MAYS: Two, three -- four yards.
 5 MS. McCORMICK: Four.
 6 MR. MAYS: And most of that is native
 7 palmetto, but there is some philodendron, it
 8 looks like; it's a possibility that was
 9 planted between it so it would add to the
 10 palmetto.
 11 And then the oak trees, of course, were
 12 there by -- the developer left it in place.
 13 But there are a few things that encroach, a
 14 couple citrus trees on the one guy's property
 15 and some bamboo on another guy's property.
 16 MS. WHYTE: Uh-huh. But that's further
 17 up.
 18 MR. ZEIGLER: There's bamboo encroaching
 19 on our property?
 20 MR. MAYS: Yes.
 21 MR. ZEIGLER: That's invasive, too.
 22 MR. MAYS: Certain bamboos are.
 23 MS. McCORMICK: I mean, I think that --
 24 my thought is that we just need to be doing
 25 what's in the best interest of the district.

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1 I don't think we're pinpointing any one
 2 particular lot.
 3 We're trying to look at all of the lots
 4 along that pond and figure out what needs to
 5 be done from a maintenance standpoint.
 6 MR. MAYS: That's what me and Erin had
 7 mentioned, that since it is CDD property, just
 8 as if somebody else was to put a tree on that
 9 property that we maintain, or just as a
 10 maintenance standpoint, that we may want to
 11 just, at least, go in there and clean it up.
 12 Because the gentleman that was at last
 13 month's meeting even mentioned it, he's not so
 14 much worried about it being removed. It's
 15 just that it's not maintained.
 16 And since it is on CDD property, most of
 17 the other stuff that has been asked for us to
 18 put up as a barrier, for instance, on CDD
 19 property basically ends up getting donated to
 20 the community, to the CDD, and we make that --
 21 make them aware of that before we authorize
 22 these type of barriers for traffic, these type
 23 of things, when they plant on CDD land.
 24 I always clear it with them, making sure
 25 they understand. "Okay. Yes, you can plant

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1 it on the land, but you are now donating it to
 2 the community." So most people understand
 3 that and don't have a problem with it, so --
 4 MR. ZEIGLER: So you're saying you're
 5 proposing to do some maintenance?
 6 MR. MAYS: Yeah, just clean it. Just
 7 clean it, yeah, because there are some plants
 8 material that's in there that shouldn't be
 9 there. And there's some stuff that's nice,
 10 but we could clean it up in a way that
 11 wouldn't -- I don't think Ms. Curly would be
 12 upset.
 13 MS. WHYTE: Can we go after we clean
 14 it?
 15 MR. MAYS: Yes.
 16 MR. ZEIGLER: But how do we maintain
 17 consistency from here on out with other
 18 properties? We'd be giving her a pass, and
 19 then others that maybe have another pond over
 20 here off of the other side of Linebaugh that
 21 has got overgrown --
 22 MR. MAYS: Well, it mostly has to do
 23 with the way the vegetation has grown over the
 24 years. I mean, we all know that vegetation
 25 doesn't shrink. It gets bigger and it starts

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1 to expand and some planted material pushes out
 2 and grows -- you know, goes into other
 3 people's property.
 4 CHAIRMAN RAGUSA: You haven't been to my
 5 house, have you?
 6 MR. MAYS: So that's why the -- stated
 7 in the county -- you can have that air space
 8 law that says anything that encroaches on your
 9 side of your property, you have the right to
 10 maintain it.
 11 So basically she's encroaching our
 12 property, so we have the right to maintain
 13 it. We don't necessarily have the right to
 14 cut it out, but we have the right to maintain
 15 it.
 16 MS. McCORMICK: I mean, we could, but I
 17 think that we just want to --
 18 MR. MAYS: I think we want to put this
 19 to rest.
 20 MS. McCORMICK: Yeah, exactly. And we
 21 also want to like think about what do we
 22 really need to do to protect that area.
 23 MR. MAYS: And we want to be fair to
 24 everybody. And she's right, there are a
 25 couple of spots that we would have to remove

1 other trees.
 2 CHAIRMAN RAGUSA: My greatest concern is
 3 a lawn mower could go into the water.
 4 MR. MAYS: Right.
 5 CHAIRMAN RAGUSA: Those usually don't
 6 end well.
 7 MR. MAYS: No, they don't.
 8 CHAIRMAN RAGUSA: Even with the
 9 (unintelligible) system, those are bad
 10 accidents.
 11 MR. MAYS: Well, fortunately the spot
 12 that they'll be able to get through around on
 13 this to wouldn't be down by the lakeside. It
 14 actually would be on the other side.
 15 MS. McCORMICK: It would be on the other
 16 side.
 17 MR. MAYS: So there is enough room with
 18 a smaller mower, and they do take smaller
 19 mowers on this particular pond anyway.
 20 CHAIRMAN RAGUSA: All right. What's the
 21 supervisors -- Mr. Ross?
 22 MR. ROSS: My recollection is this issue
 23 was presented to us as a job performance
 24 issue, that because of this plant materials or
 25 location, we, our staff, our employees, could

1 not safely and efficiently perform their jobs.
 2 Our view was, we've got to fix that, and
 3 I 100 percent agree with that. And to the
 4 extent that's what, Erin, your comments are,
 5 and that's the way I'm kind of interpreting
 6 them, I'm a hundred percent for that, that if
 7 somebody has planted materials in our easement
 8 and it interferes with the safe and efficient
 9 performance of our employee's job performance,
 10 we need to rectify it. It's as simple as
 11 that.
 12 It's a very different issue when you
 13 begin to talk about aesthetics and
 14 maintenance. I'm very uncomfortable with us
 15 going in and performing aesthetic or
 16 maintenance improvements to a private property
 17 owner's planted materials, even on our land.
 18 At some point, it can send a message
 19 that can be misinterpreted throughout the
 20 community. My own request is, we focus on the
 21 original objective, which was to make sure our
 22 employees can safely and efficiently perform
 23 their job responsibilities.
 24 CHAIRMAN RAGUSA: I agree. I'm looking
 25 for consistency.

1 MR. ARGUS: Yeah.
 2 CHAIRMAN RAGUSA: I want consistent
 3 enforcement over actions for things that
 4 encroach on our property.
 5 MR. ARGUS: Right.
 6 CHAIRMAN RAGUSA: And safety factors
 7 makes it even more timely.
 8 MR. ROSS: It's not even debatable.
 9 I mean, that's what's been frustrating about
 10 this whole situation is that -- well, I don't
 11 need to get into that.
 12 CHAIRMAN RAGUSA: Do you see any
 13 problems with that? I know it's not -- it
 14 goes against what you recommended. Do you see
 15 any down side of the fact that we may get a
 16 little contentious with some residents?
 17 MS. McCORMICK: No, I don't think that
 18 -- and I don't know that it's contention. I'm
 19 saying to maintain it in order so that we can
 20 continue to, you know, take care of the areas
 21 around the ponds, and I think that's what you
 22 were recommending, too.
 23 CHAIRMAN RAGUSA: Well, I'm looking at
 24 the removal of the encroaching.
 25 MR. ROSS: I'm just a dumb supervisor.

1 I can't tell staff what needs to be done, but
 2 if they're out in the field and something
 3 needs to be removed so we can safely do our
 4 job, a hundred percent agreement with it. A
 5 hundred percent agreement.
 6 CHAIRMAN RAGUSA: All right. We're on
 7 the same page. Mr. Argus.
 8 MR. ARGUS: As I recall, we had a couple
 9 of residents that we actually had to move
 10 fences because it was on our property. Other
 11 residential or homeowners' properties on our
 12 property, I think we've had a standard
 13 procedure of not allowing that. I see no
 14 difference with the plants.
 15 CHAIRMAN RAGUSA: Okay.
 16 MR. ARGUS: I think we need the
 17 consistency.
 18 CHAIRMAN RAGUSA: Are we all in
 19 agreement?
 20 MR. ZEIGLER: Yes.
 21 CHAIRMAN RAGUSA: Do we need a motion
 22 or --
 23 MS. McCORMICK: No, I don't think we
 24 need a motion. I think we just need
 25 direction.

1 CHAIRMAN RAGUSA: Enforcing what we --
 2 MS. McCORMICK: Right. Right.
 3 MR. ZEIGLER: Enforcing what we already
 4 know.
 5 MS. McCORMICK: Right.
 6 CHAIRMAN RAGUSA: Does staff understand?
 7 MR. MAYS: (Moves head up and down.)
 8 CHAIRMAN RAGUSA: Is that a "yes"?
 9 MR. MAYS: Yes.
 10 CHAIRMAN RAGUSA: Got it on the record.
 11 MR. MAYS: Yes.
 12 MS. McCORMICK: That's all I've got.
 13 CHAIRMAN RAGUSA: Did I miss anyone?
 14 Sonny answered one of my questions.
 15 MR. ARGUS: I had two questions for --
 16 CHAIRMAN RAGUSA: Mr. Argus.
 17 MR. ARGUS: For several months, we
 18 talked about the Castleford fence?
 19 MS. McCORMICK: Uh-huh.
 20 MR. ARGUS: Any change on that?
 21 MS. McCORMICK: Doug is working on some
 22 pricing for the fence, and that's the last
 23 information that I have on that.
 24 MR. ARGUS: Okay.
 25 MR. MAYS: We're just trying to get a

1 better price for the residents.
 2 MR. ARGUS: On the storm drain basket
 3 agreement, where do we stand on that?
 4 MS. McCORMICK: It's been executed and
 5 sent to the county, and they have said they're
 6 going to put it on their next agenda they
 7 can. I haven't gotten a date for that yet,
 8 but we should have it shortly.
 9 MR. ARGUS: Thank you.
 10 CHAIRMAN RAGUSA: Any other supervisor
 11 comments?
 12 (No response.)
 13 CHAIRMAN RAGUSA: Any residents or other
 14 comments?
 15 MS. WHYTE: I have just some direction.
 16 I know, holiday time is coming. I've already
 17 sent you guys all your little emails.
 18 We don't own very many of the street
 19 lights in the community. We do own the ones
 20 in West Park Village.
 21 MR. ARGUS: And Harbor Links.
 22 MS. WHYTE: Okay. We're just looking to
 23 enhance and add a little bit, and we own 12
 24 street lights in that Village Green area. I
 25 know it's where we do the street lighting, the

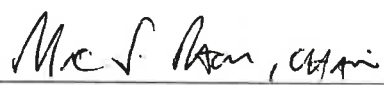

1 community does the Christmas tree lighting.
 2 The Santa Claus parade ends up in there.
 3 I came across these a couple of years
 4 ago, and I just wanted to see if you were
 5 interested in using some of our funds in the
 6 future. These are similar to what West Park
 7 Village has. They go on the light, one
 8 side -- you know, you can do two-sided, but
 9 only one -- obviously two, I think, is too
 10 many. They're small, little signs. I know we
 11 want to keep it denominational --
 12 CHAIRMAN RAGUSA: The spreader bar is
 13 permanent?
 14 MS. WHYTE: No. They come back, but the
 15 clamp goes on, and you can take them down.
 16 And, again, if we have other events in the
 17 future, we can add to those and have them
 18 done.
 19 CHAIRMAN RAGUSA: And where would these
 20 go?
 21 MS. WHYTE: They would go in West Park
 22 Village along the green space that we own,
 23 right up into where the fountain is at the
 24 front of the bell tower and going down by the
 25 bandstand.

1 CHAIRMAN RAGUSA: Okay.
 2 MS. WHYTE: Just an idea.
 3 CHAIRMAN RAGUSA: What does it cost?
 4 MS. WHYTE: 3.95 a linear foot. Right,
 5 Doug?
 6 MR. MAYS: Uh-huh.
 7 MS. WHYTE: So depending on the size of
 8 what we want, double sided. I mean, you can --
 9 but we only have 12.
 10 CHAIRMAN RAGUSA: \$395 or \$3.95?
 11 MS. WHYTE: \$3.95 a linear feet. Again,
 12 \$85 for set-up fee. We can actually have our
 13 logo put on them and say, you know,
 14 "Westchase Wishes You a Happy Holiday" or
 15 "Season's Greetings." These are very a number
 16 of different ones. I've got a couple of
 17 books. These are very neutral.
 18 This one here says, "Season's Greetings."
 19 This one up here just says, "Happy Holidays."
 20 I mean, a number of things. I didn't know if
 21 you guys wanted to go beyond the traditional
 22 Christmas lights and stuff and add to our
 23 holiday -- these would have to go into
 24 production pretty soon if you decided to vote
 25 on something like this. Just wanted to get

1 you some direction.
 2 CHAIRMAN RAGUSA: Mr. Ross.
 3 MR. ROSS: I think that's a great job by
 4 our staff. It's the kind of thing that we ask
 5 them to be proactive about. To me, it's a
 6 nominal cost for something that could look
 7 pretty any nifty to add to the holiday
 8 spirit. So I support it.
 9 MR. ZEIGLER: Agreed.
 10 CHAIRMAN RAGUSA: My only concern, it's
 11 only a very little area.
 12 MR. ROSS: Again, but it is what it is.
 13 MR. WHYTE: We can't put it on TECO.
 14 I've contacted TECO. I have not got a
 15 response back from them last year. Again,
 16 this year, because these are all, you know,
 17 TECO owned all the way down Linebaugh, and it
 18 would be very costly to do. I mean, we can
 19 add on it in the future.
 20 MR. ROSS: Could you get it up for the
 21 WCA concert?
 22 MS. WHYTE: I'll work on it. No. We
 23 can try, but --
 24 CHAIRMAN RAGUSA: I'll reiterate my
 25 comments --

1 MS. WHYTE: I know.
 2 CHAIRMAN RAGUSA: Keep it under budget,
 3 no religious colors, purchase reusable items,
 4 and use your best judgment. That's where I
 5 stand.
 6 MR. BARRETT: Religious colors.
 7 MR. ROSS: I'll second your motion.
 8 MR. ARGUS: Question. Is this only for
 9 our use, or, for example, the Girl Scout
 10 lemonade, could she put up banners --
 11 CHAIRMAN RAGUSA: This is the
 12 community's use of its assets. We can make
 13 our own rules for us. We own them, we can
 14 sign them, as long as it complies with
 15 Hillsborough County.
 16 MR. ARGUS: So is this going to become
 17 another Linebaugh banner?
 18 CHAIRMAN RAGUSA: No. I'm saying it's
 19 going to be going up in December and coming
 20 down in January.
 21 MR. ARGUS: Okay.
 22 CHAIRMAN RAGUSA: Am I right?
 23 MS. WHYTE: As far as I know. It's
 24 holiday only, unless you want Easter.
 25 CHAIRMAN RAGUSA: Let's don't talk about

1 the Hallmark holidays.
 2 MS. WHYTE: Oh, come on.
 3 MR. ROSS: Again, I'll second
 4 Mr. Scrooge's -- I mean, Mr. Ragusa's motion.
 5 CHAIRMAN RAGUSA: We don't need a
 6 motion. I think staff understands where the
 7 board is.
 8 MS. WHYTE: I just wanted to make sure
 9 if you guys were in agreement and see what the
 10 pricing is, if it's out of our price range.
 11 CHAIRMAN RAGUSA: Okay.
 12 MS. WHYTE: Thank you.
 13 CHAIRMAN RAGUSA: Anything else?
 14 (No response.)
 15 CHAIRMAN RAGUSA: No other comments.
 16 Motion to adjourn would be appropriate.
 17 MR. ROSS: So move.
 18 CHAIRMAN RAGUSA: Do we have a second?
 19 MR. ZEIGLER: Second.
 20 CHAIRMAN RAGUSA: All in favor, please
 21 raise your hands.
 22 (All board members signify in the
 23 affirmative.)
 24 CHAIRMAN RAGUSA: That motion passes
 25 four to nothing.

1 (Motion passes.)
 2 (The meeting adjourns at 6:00 p.m.)
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 15 Mark Ragusa
 16 Chairman, Westchase CDD
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 23 Andrew P. Mendenhall, PMP
 24 Secretary, Westchase CDD
 25