

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: December 3, 2013
 TIME: 4:05 p.m. - 5:45 p.m.
 PLACE: Westchase Community
 Association Office
 10049 Parley Drive
 Tampa, Florida

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

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

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

9 ALSO PRESENT:

10 SEVERN TRENT SERVICES:
 11
 12 Andy Mendenhall, District Manager

13 DISTRICT ATTORNEY:

14 Erin McCormick

15 DISTRICT ENGINEER:

16 Tonja Stewart

17 WESTCHASE STAFF:

18 Doug Mays
 19 Sonny Whyte
 20
 21
 22
 23
 24
 25

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1 The transcript of Westchase Community
 2 Development District Board Meeting, on the 3rd day
 3 of December, 2013, at the Westchase Community
 4 Association Office, 10049 Parley Drive, Tampa,
 5 Florida, beginning at 4:05 p.m., reported by
 6 Kimberly Ann Roberts, Notary Public in and for the
 7 State of Florida at Large.

8 * * * * *

9 CHAIRMAN RAGUSA: We're going to go
 10 ahead and get started. Good afternoon,
 11 Everyone. Welcome to the December 3, 2013
 12 Westchase Community Development District
 13 meeting.

14 The record should reflect that all
 15 supervisors are present. We also have some
 16 residents in attendance, and I see that we
 17 also have some Boy Scouts from Troop 46.
 18 Welcome all.

19 Mr. Zeigler, would you lead us in the
 20 Pledge of Allegiance.

21 (The Pledge of Allegiance recited.)

22 CHAIRMAN RAGUSA: All right. What you
 23 should have as Agenda Item Number Two. There
 24 were three items on there. Mr. Argus caught a
 25 typographical error on Page Five, Line 19,

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1 where I was misquoted on one particular word,
 2 not that large; it's not substantive. I
 3 understood that no one asked for any of the
 4 consent agenda items to be removed for further
 5 discussion, so --
 6 MR. ARGUS: Oh. yes, I have a couple
 7 others changes --
 8 CHAIRMAN RAGUSA: Oh. Mr. Argus has
 9 other changes, too.
 10 MR. ARGUS: And Mr. Zeigler.
 11 CHAIRMAN RAGUSA: They do not -- they
 12 appear to be typographical and not
 13 substantive.
 14 MR. MENDENHALL: Okay. Thank you.
 15 MR. ARGUS: There is one that's somewhat
 16 substantive, in that it appears that some of
 17 the discussion was left out, and that may have
 18 a big impact. What was my second point on,
 19 typed up on --
 20 MR. CHESNEY: Is it in the package or in
 21 the supplemental --
 22 MR. ARGUS: No. In the --
 23 MR. MENDENHALL: The second one is
 24 "Glencove" should be "Glenciff."
 25 MR. ARGUS: No. Page 77.

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1 MR. MENDENHALL: Oh, Page 76 to Page 77?
 2 MR. ARGUS: Yeah. There seems to be --
 3 Page 76 ends with "All board members signify
 4 in the affirmative" to a motion, and then on
 5 Page 77 it immediately starts in the middle of
 6 somebody's conversation. So it appears that
 7 there may be a paragraph or two or more not in
 8 the draft minutes. That may or may not be
 9 substantial.
 10 CHAIRMAN RAGUSA: Okay. Why don't we
 11 remove the minutes from the --
 12 MR. ARGUS: Okay.
 13 CHAIRMAN RAGUSA: -- consent agenda.
 14 Can we -- you did the last meeting?
 15 THE REPORTER: (Moves head up and
 16 down.)
 17 CHAIRMAN RAGUSA: Can you check on
 18 that? There does appear to be a break here.
 19 THE REPORTER: Sure.
 20 CHAIRMAN RAGUSA: And we'll revisit
 21 that. Andy, do you still have the recording?
 22 MR. MENDENHALL: I should, yes.
 23 CHAIRMAN RAGUSA: Again, if we could
 24 check and see.
 25 MR. MENDENHALL: Sure.

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1 CHAIRMAN RAGUSA: He's right. The way
 2 it reads, it does look like there was a miss
 3 -- at least, it may have -- so it's not -- the
 4 comments aren't attributed to anybody. We'll
 5 see what may have dropped out there. So we'll
 6 pull that.
 7 MR. CHESNEY: Andy, what's the name of
 8 the person who sends out the package?
 9 MS. MCCORMICK: Sandra DeMarco.
 10 MR. MENDENHALL: It's either Stephanie
 11 Rehe or Sandra DeMarco, one or the other.
 12 MR. CHESNEY: Rehe?
 13 MR. MENDENHALL: Yeah, R-e-h-e.
 14 CHAIRMAN RAGUSA: Okay. Do we have a
 15 motion to approve the consent agenda for Items
 16 B and C?
 17 MR. ARGUS: So move.
 18 CHAIRMAN RAGUSA: Do we have a second?
 19 MR. ZEIGLER: So move.
 20 CHAIRMAN RAGUSA: All in favor please
 21 raise your hand.
 22 (All board members signify in the
 23 affirmative.)
 24 CHAIRMAN RAGUSA: That motion passes
 25 five to nothing.

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1 (Motion passes.)
 2 CHAIRMAN RAGUSA: Our agenda shows the
 3 next item as audience comments. If we do have
 4 any residents who would like to address any
 5 issue that is or is not on the agenda, you're
 6 welcome to go ahead and come up and identify
 7 your name and address, and we'll hear anything
 8 you want to say.
 9 I will say, though, that if you wish to
 10 speak on an agenda item, we will always take
 11 comment as part of that topic as well. So
 12 don't feel compelled to speak now if you want
 13 to talk about something that's later on in the
 14 agenda.
 15 So does anybody wish to come up and say
 16 anything?
 17 (No response.)
 18 CHAIRMAN RAGUSA: We'll come back and
 19 revisit that.
 20 Splash park, I'm not sure if this is
 21 Mr. Chesney or otherwise.
 22 MR. CHESNEY: I have not. I did one
 23 project this month. I didn't get to that one.
 24 CHAIRMAN RAGUSA: Okay. So we want to
 25 defer that to next week?

<p style="text-align: right;">Page 9</p> <p>1 MR. CHESNEY: Yes, next month.</p> <p>2 CHAIRMAN RAGUSA: Okay. Engineer --</p> <p>3 Tonja is caught in traffic. She is running</p> <p>4 late. So we will come back to her.</p> <p>5 Manager's report, Andy.</p> <p>6 MR. MENDENHALL: Okay. We have just a</p> <p>7 couple things. The first one is the</p> <p>8 consideration of employees -- these are really</p> <p>9 benefit policies. We talked the past two</p> <p>10 meetings about establishing a few policies for</p> <p>11 them, specifically we talked about, and I put</p> <p>12 together a memo for your consideration.</p> <p>13 I had a chance to work with Greg on</p> <p>14 this, on some of the points. As I mentioned</p> <p>15 in the email that I sent out, this is, you</p> <p>16 know, definitely a starting point. If you</p> <p>17 have some changes or substantial things that</p> <p>18 you want to do differently than what's listed</p> <p>19 here, of course, we can.</p> <p>20 A lot of it is based on what we're</p> <p>21 currently doing, as well as some things that</p> <p>22 came up during my research on these items. If</p> <p>23 you'd like, Mr. Chair, I could go through them</p> <p>24 and then we can discuss, or if anybody had any</p> <p>25 initial thoughts, I'd be happy to --</p>	<p style="text-align: right;">Page 11</p> <p>1 CHAIRMAN RAGUSA: Go ahead and open it</p> <p>2 up for vacation time, Greg.</p> <p>3 MR. CHESNEY: Okay. The vacation time</p> <p>4 is what we're currently doing, which is five</p> <p>5 years or fewer you get two weeks of vacation,</p> <p>6 you get three weeks afterwards.</p> <p>7 The sick time, you accumulate eight sick</p> <p>8 days per year, and we talked about limiting</p> <p>9 it. Currently, it's not limited, so that is</p> <p>10 the difference. Everything else is what we</p> <p>11 currently do in here.</p> <p>12 So there has been a suggestion, and I</p> <p>13 know it wasn't unanimous, but we kind of took</p> <p>14 what we thought the group was, which was 20</p> <p>15 days of limit, and then my assumption from</p> <p>16 understanding the group conversation, that you</p> <p>17 intended it to be eight days accrued up to</p> <p>18 that 20 days and not to exceed the 20 days.</p> <p>19 So it doesn't mean that they will bank</p> <p>20 20 days and that then we pay them for any</p> <p>21 additional days. So they create a 20-day</p> <p>22 bank. The max is 20 days. So they get eight</p> <p>23 days up to 20 days. That's what we thought</p> <p>24 the group's consensus was. Currently, they</p> <p>25 just get eight days.</p>
<p style="text-align: right;">Page 10</p> <p>1 MR. CHESNEY: We can talk about the</p> <p>2 differences.</p> <p>3 MR. MENDENHALL: Yeah, sure. Either</p> <p>4 way.</p> <p>5 MR. CHESNEY: I think that the big thing</p> <p>6 here is that this is not what we're currently</p> <p>7 doing, so this has to be approved to actually</p> <p>8 do this, because we do not limit sick time</p> <p>9 currently.</p> <p>10 This is based on a general con -- what</p> <p>11 Andy and I thought was the general consensus</p> <p>12 of the group, so this has to be approved by</p> <p>13 us. This is not what we currently do. It's</p> <p>14 very close to what we currently do.</p> <p>15 MR. MENDENHALL: Right.</p> <p>16 MR. CHESNEY: And then I also had a</p> <p>17 question on the audit, you know, depending on</p> <p>18 what --</p> <p>19 CHAIRMAN RAGUSA: Well, let's go --</p> <p>20 let's go ahead and address each of the</p> <p>21 benefits individually. I think if we need to</p> <p>22 fine tune it, we might as well go through and</p> <p>23 address the vacation and accumulated sick and</p> <p>24 other benefits, et cetera.</p> <p>25 MR. CHESNEY: Okay. I mean --</p>	<p style="text-align: right;">Page 12</p> <p>1 CHAIRMAN RAGUSA: So you're talking</p> <p>2 about use it or lose it?</p> <p>3 MR. CHESNEY: Yeah, that's -- I mean,</p> <p>4 that's what we thought the group was. We can</p> <p>5 change it, but that was what we thought.</p> <p>6 So let's say they're not sick for</p> <p>7 three years in a row. They'd actually have 24</p> <p>8 days, but it's actually going to be limited at</p> <p>9 20. So stop at 20.</p> <p>10 CHAIRMAN RAGUSA: Okay. Any comments</p> <p>11 from the supervisors on this first policy?</p> <p>12 Mr. Ross.</p> <p>13 MR. ROSS: With regard to vacation time,</p> <p>14 the policy should expressly state that it</p> <p>15 cannot be accumulated, if that's the</p> <p>16 intention; and then with regard to Paragraph</p> <p>17 Two under "Accumulated Sick Time," when it</p> <p>18 says "That there will be a compensation at the</p> <p>19 end of 2014 for accumulated sick time," it</p> <p>20 should be exclusive of 2014 sick days,</p> <p>21 meaning you shouldn't -- they shouldn't be</p> <p>22 able to accumulate eight during 2014, then add</p> <p>23 20, and then you get compensated for 28.</p> <p>24 MR. CHESNEY: Correct. Well, I will</p> <p>25 address -- Andy and I talked about some of</p>

<p style="text-align: right;">Page 13</p> <p>1 those semantic issues, because we had some</p> <p>2 others in there to clarify this memo, but that</p> <p>3 was -- we kind of ran out of time. With the</p> <p>4 vacation, we only had three weeks, and I was</p> <p>5 gone for two of the three, so --</p> <p>6 (Ms. Stewart enters the room.)</p> <p>7 MR. ZEIGLER: Have these numbers been</p> <p>8 benchmarked off of any other CDDs or other</p> <p>9 small government entities?</p> <p>10 MR. MENDENHALL: We had looked at a</p> <p>11 comparison of what some other CDDs were doing,</p> <p>12 and I think I also put in what I currently do</p> <p>13 at Severn Trent, because some CDDs default to</p> <p>14 what the management company does, because in</p> <p>15 some cases they have no manual, and they need</p> <p>16 one; they just, you know, mimic it basically.</p> <p>17 I shipped that around. I can certainly</p> <p>18 send it again. It's -- but that's what some</p> <p>19 of the basis of this was, or at least I</p> <p>20 think when everybody was brainstorming bits</p> <p>21 and pieces of those different policies.</p> <p>22 If I can, I would also add, you know,</p> <p>23 and especially since it was the first topic,</p> <p>24 vacation time, currently we have under five</p> <p>25 years, over five years. And certainly</p>	<p style="text-align: right;">Page 15</p> <p>1 meant up top.</p> <p>2 (Multiple speakers talking at once.)</p> <p>3 MR. MENDENHALL: But I looked back at</p> <p>4 the meeting minutes, and it did say 2014.</p> <p>5 MR. CHESNEY: It did?</p> <p>6 MR. MENDENHALL: Yeah. Now, I don't</p> <p>7 know if that -- you know, that could be just</p> <p>8 something you want to discuss, but at least</p> <p>9 from the recording, that's what it said.</p> <p>10 MR. CHESNEY: It was my understanding it</p> <p>11 was 2013. I had send him an email about that</p> <p>12 part, and then he must have thought --</p> <p>13 MR. MENDENHALL: Yeah, I thought you</p> <p>14 meant the top.</p> <p>15 MR. CHESNEY: -- the top part, but I</p> <p>16 actually meant the sick time, yeah.</p> <p>17 CHAIRMAN RAGUSA: Well, that's a pretty</p> <p>18 substantial number. I don't know that we're</p> <p>19 budgeted for '13 for that number, are we?</p> <p>20 MR. CHESNEY: I think I worked it out.</p> <p>21 I don't remember it being -- it's not -- it's</p> <p>22 not --</p> <p>23 MR. MENDENHALL: Yeah, you would</p> <p>24 probably have it in the budget. It's just</p> <p>25 whether you want to wipe it all rather than</p>
<p style="text-align: right;">Page 14</p> <p>1 something at least to consider is if you</p> <p>2 want to have any milestone after five years,</p> <p>3 for example, at ten years, at 15 years, or</p> <p>4 anything like that.</p> <p>5 I just put that out there only because</p> <p>6 vacation was kind of the first topic.</p> <p>7 CHAIRMAN RAGUSA: Okay.</p> <p>8 MR. CHESNEY: The other thing is, it was</p> <p>9 our intention -- I don't think this draft says</p> <p>10 it, but it was our intention that when we</p> <p>11 adopt this we were going to pay off the</p> <p>12 employee that has the sick time that exceeds</p> <p>13 the 20 days.</p> <p>14 MR. MENDENHALL: Yeah. And that was the</p> <p>15 intent of the December 2014 --</p> <p>16 MR. ROSS: (Inaudible)</p> <p>17 MR. CHESNEY: Well, that was a scrivener</p> <p>18 error. I meant --</p> <p>19 MR. MENDENHALL: Well, actually from the</p> <p>20 discussion, it was originally talked about</p> <p>21 doing it 2014.</p> <p>22 MR. CHESNEY: No. I think you misunder</p> <p>23 -- I knew you didn't catch it when I sent that</p> <p>24 email.</p> <p>25 MR. MENDENHALL: Oh. I thought you</p>	<p style="text-align: right;">Page 16</p> <p>1 give the employee the opportunity to use some</p> <p>2 of it in 2014 basically.</p> <p>3 CHAIRMAN RAGUSA: I think we should get</p> <p>4 input from the staff that would be impacted by</p> <p>5 it. They may have a preference on taxes, et</p> <p>6 cetera.</p> <p>7 MR. CHESNEY: I think we have it in the</p> <p>8 budget, because we put in the budget -- our</p> <p>9 budget for that line item became inflated</p> <p>10 because I had inflated it much per on the</p> <p>11 bonus level, which we didn't take it out, and</p> <p>12 then you guys inflated it on the payroll</p> <p>13 level, and so we actually have a combined</p> <p>14 number that is fairly significant in there.</p> <p>15 CHAIRMAN RAGUSA: Well, again, I think</p> <p>16 we should work with the affected employees to</p> <p>17 make sure that basically liquidation of the</p> <p>18 sick time doesn't have an adverse impact on</p> <p>19 them from an income tax perspective, even if we</p> <p>20 have to split the paper in half and pay some in</p> <p>21 2013 and some in 2014, just for tax purposes.</p> <p>22 I don't know if they're in that</p> <p>23 situation. It's a pretty significant chunk of</p> <p>24 change that will -- it'll show a significant</p> <p>25 increase in their compensation over what</p>

<p style="text-align: right;">Page 17</p> <p>1 they've been paid because of the accrued 2 time. 3 The only other comment I have on 4 vacation time was, it doesn't -- we don't have 5 what I'm going to call a probationary period 6 where you have to be employed for so long 7 before you actually approve any vacation 8 time. 9 As written, a one-day employee would 10 have a two-week vacation. 11 MR. CHESNEY: No. It's accrued. 12 MR. MENDENHALL: Yeah. I had added at 13 the bottom of vacation that it's accrued 14 throughout the year and should be earned 15 before used. 16 CHAIRMAN RAGUSA: So someone would have 17 to be here a full year before they'd have the 18 two weeks -- 19 MR. MENDENHALL: Well, no, we'll -- 20 CHAIRMAN RAGUSA: -- or you prorate it? 21 MR. MENDENHALL: They're getting 22 prorated. So every month, they've got a 23 portion of it. You know, typically with 24 something like this -- 25 MR. CHESNEY: That's how it's set up in</p>	<p style="text-align: right;">Page 19</p> <p>1 the year start? Is it always going to be 2 October 1st, January 1st, their anniversary 3 date? When do these things start accruing? 4 MR. CHESNEY: It's accumulates by 5 payroll period, so by their hire date it 6 accumulates. 7 MR. ARGUS: Okay. So then under the 8 accumulated sick time, let's say I was 9 employed January 15. Comes -- and I've been 10 an employee for umpteen years, so I have 11 accumulated sick time. 12 MR. CHESNEY: Yeah. 13 MR. ARGUS: I have -- coming up through 14 December, the end of this month, let's say I 15 have 24 days of sick time. So the thirty-fir 16 -- or next December, the 31st, I will cut back 17 to 20 days? 18 MR. CHESNEY: No. You just never go 19 past 20. You never get past 20. 20 MR. ARGUS: When do I get compensated 21 for the -- you never go past 20. 22 MR. CHESNEY: Correct. 23 MR. ARGUS: So then I will be 24 compensated -- 25 MR. CHESNEY: Compensation is a one-time</p>
<p style="text-align: right;">Page 18</p> <p>1 the system -- 2 MR. MENDENHALL: -- the board has some 3 discretion to say -- for example, if someone 4 wants to take a vacation in February, 5 typically, the board has some discretion to 6 say, "Okay. Well, your vacation is in 7 February. We aren't going to penalize you." 8 But that's something that's completely a board 9 decision. 10 MR. CHESNEY: Right. And we 11 specifically talked about the probationary 12 period, and I did not want that because that 13 implied that a contractual agreement for 14 employment, and as you notice, I added the "at 15 will," at least something -- I should have 16 thought about developing that a little bit 17 more. 18 CHAIRMAN RAGUSA: Playing lawyer again? 19 MR. CHESNEY: I'm not playing lawyer. 20 I'm just trying to say I purposely did not 21 want a probationary period in there. 22 CHAIRMAN RAGUSA: Any other comments on 23 the vacation time? Mr. Argus. 24 MR. ARGUS: So along vacation and 25 accumulated sick time, I think -- when does</p>	<p style="text-align: right;">Page 20</p> <p>1 compensation to -- to come to term -- or to -- 2 CHAIRMAN RAGUSA: To come in compliance 3 with the policy. 4 MR. CHESNEY: Yes. 5 MR. ARGUS: Ah. Okay. 6 MR. CHESNEY: Thank you for -- 7 MR. ARGUS: So five years from now, 8 there will be no compensation for unused sick 9 time -- 10 MR. CHESNEY: Correct. 11 MR. ARGUS: -- is what I'm hearing. 12 Okay. Then that probably needs to be stated 13 in there somewhere. 14 MR. CHESNEY: Well, we had talked -- we 15 had talked about that, too. 16 MR. MENDENHALL: Yeah. I just put it 17 pending board decision -- 18 MR. CHESNEY: Right. 19 MR. MENDENHALL: -- because I know there 20 was some differences of opinions. 21 MR. CHESNEY: Yeah, because that part 22 wasn't that clear, if you looked at the 23 minutes on what the group had decided. There 24 was one very well thought out idea that we 25 kind of copied it from, and then there was</p>

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1 some other discussion that went with it, but
 2 nothing else that was really clear. So we
 3 just took that idea.
 4 CHAIRMAN RAGUSA: Can I ask where the
 5 eight days of annual accrued sick time is,
 6 where that came from?
 7 MR. CHESNEY: Currently is.
 8 MR. MENDENHALL: That's what it
 9 currently is now.
 10 CHAIRMAN RAGUSA: That's kind of a
 11 strange number.
 12 MR. CHESNEY: Severn Trent had, at
 13 least, at the time --
 14 MR. MENDENHALL: Yeah. It's been going
 15 several -- you know, before my time, so I've
 16 been here eight years.
 17 CHAIRMAN RAGUSA: Any other comments on
 18 that? Are we in agreement on any proposed
 19 changes to that or clarifications?
 20 MR. ARGUS: Well, I'll throw it out.
 21 I think if we give them something in the
 22 future, we should compensate them if they
 23 don't -- if we take it back, so in the future,
 24 I'll be in favor of compensating them for
 25 unused sick time.

Page 22

1 CHAIRMAN RAGUSA: So you're saying you
 2 do not favor a use-it-or-lose-it policy.
 3 MR. ARGUS: I favor -- I don't mind the
 4 use it or lose it, as long as they're
 5 compensated for what they lost.
 6 MR. CHESNEY: Well, why -- all right.
 7 I'm just saying this. I mean, why would you
 8 -- then why would you have them lose it at
 9 that point? Couldn't they just keep
 10 accumulating it like they currently do?
 11 MR. ARGUS: So that if they work here 30
 12 years and they retire, we don't have three-
 13 year payroll to pay them.
 14 MR. CHESNEY: Well, the most you're
 15 going to have is 240 days. Right? So 240
 16 days -- so, yeah, I mean, it's a significant
 17 amount of money, but there's also no incentive
 18 then to take sick time.
 19 MR. ARGUS: But there's the incentive
 20 not to abuse it, though, I meant.
 21 MR. CHESNEY: Yeah. I mean, the only
 22 thing I'm concerned about in this when I was
 23 writing this, is that, I mean, now they have
 24 an incentive to take their eight days, at
 25 least up to their 20, like -- at least a

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1 couple of days to make sure they don't -- once
 2 they start getting near their 20 --
 3 MR. ARGUS: So then it essentially
 4 becomes vacation time.
 5 MR. CHESNEY: And then we might have
 6 some, you know, issues, and it's difficult for
 7 Andy to police that since he is remote, so --
 8 other than, you know, you keep calling in
 9 sick, and Andy immediately comes to us and
 10 says, "Hey, look, I've been sick," so it's
 11 something to think about.
 12 MR. MENDENHALL: I'll take temperatures.
 13 CHAIRMAN RAGUSA: I don't know that I'm
 14 clear. At the point in time where we have
 15 paid out the accumulated sick time, so an
 16 employee is now under this policy, if the
 17 employee leaves or ends employment, let's just
 18 say -- I don't know -- the 51st week of their
 19 respective year. Do they cash out the sick
 20 time, or is it lost?
 21 MR. CHESNEY: Their 20 days. Well, we
 22 didn't address it, that that -- that was not
 23 discussed. So we can discuss it now. I mean,
 24 there is right to sick time. I mean, sick
 25 time is sick time, so we can --

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1 CHAIRMAN RAGUSA: I think we need to
 2 express that.
 3 MR. CHESNEY: Okay. In general, you
 4 don't pay out for sick time, though. You pay
 5 out for vacation time.
 6 CHAIRMAN RAGUSA: And that's the way we
 7 have historically done it?
 8 MR. MENDENHALL: Well, historically,
 9 it's hard to say, because we haven't --
 10 I mean, we have accumulated sick time. We
 11 haven't had a situation, at least while I've
 12 been here, that somebody's asked for it.
 13 MR. CHESNEY: Yeah. Well, I think --
 14 I don't think that -- generally you don't pay
 15 for it. You don't pay for sick time.
 16 CHAIRMAN RAGUSA: Well, let's say that.
 17 MR. CHESNEY: Okay. Yeah. Yeah, we
 18 definitely should.
 19 CHAIRMAN RAGUSA: Okay. Any other
 20 comments? Mr. Zeigler.
 21 MR. ZEIGLER: I'm kind of torn with kind
 22 of the avenue we're talking right now in the
 23 sense of, with as much structure as we have in
 24 our processes and our policies from what we
 25 do, there seems to be a looseness to how the

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1 staffing structure is.

2 And I'm not sure why we haven't gone to

3 a more structured handbook format that is not

4 memorandum based, but more -- covers a much

5 more broad set of categories.

6 There may be intent behind it. I don't

7 know. But my thought process is this: We are

8 very generous in comparison to other CDDs on

9 rate of pay, salary, insurance -- many

10 categories, and then we're really generous --

11 in my opinion. I'm taking this from a private

12 sector look on sick days. I'd love to have

13 eight sick days.

14 I mean, that would be a blessing. I

15 would love to immediately walk into a job and

16 have the opportunity of two weeks of

17 vacation. I don't see that very often. You

18 know, certainly in my world, I don't. You

19 usually start off at one, then get to two, and

20 then you gradually get up to 15. And some --

21 in my situation two weeks is fine, three weeks

22 is fine. But it's I almost think we maybe

23 need to rein it in a little bit.

24 Now, granted, many of the staff have

25 already exceeded the one-year mark or the two-

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1 year mark or three-year mark, and they're

2 already into substantial accumulation of

3 vacation days.

4 I'm conflicted with the sick day number,

5 because, you know, you're encouraging someone

6 to take two weeks and their eight days or

7 accumulate them all and cash them out. I

8 don't see that as something we need to

9 encourage.

10 MR. CHESNEY: Yeah. Well, I wasn't -- I

11 mean, personally I wasn't in favor of paying

12 them out. I think, you know, we had talked

13 about paying them out because we're changing

14 the policy. I mean, I'm never a fan of -- or

15 not a fan.

16 I don't think you should pay out sick

17 time. I think sick time is there for

18 something that happens to you.

19 MR. ZEIGLER: Correct.

20 MR. CHESNEY: I mean, I suggested --

21 remember, at the last conversation we talked

22 about this, I suggested maybe keeping it at

23 180 days or something like that, something

24 larger.

25 CHAIRMAN RAGUSA: You confused me. I

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1 understood that on an annual, going-forward

2 basis, we were not going to compensate for

3 lost sick time or unused sick time, but we are

4 talking about compensating current employees

5 who have large quantities of accumulated sick

6 time.

7 MR. MENDENHALL: That's how it's --

8 CHAIRMAN RAGUSA: Are we on the same --

9 is that your understanding, Brian?

10 MR. ZEIGLER: I wasn't clear on that,

11 no.

12 CHAIRMAN RAGUSA: Okay.

13 MR. ZEIGLER: Okay. So we're going to

14 -- we will be cashing them out up to the

15 20-day period, and then they can carry that 20

16 days for -- or up to 20 days up until

17 whenever. Correct?

18 CHAIRMAN RAGUSA: Correct.

19 MR. ZEIGLER: Okay.

20 CHAIRMAN RAGUSA: Mr. Ross.

21 MR. ROSS: And just to add to that, my

22 understanding as to how we ended up at this

23 place is that our employees expressed that

24 representations have been made to them over

25 the years, and they had the understanding that

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1 this was an employee benefit that had

2 developed over time; and to some degree,

3 that's where your point comes on target.

4 We need to tighten things up. We need

5 to have formality here. And I think we sort

6 of -- the two have come together where we

7 realize the employees had understandings as to

8 what one of their benefits was, that they can

9 accrue sick time and get cashed out at some

10 point, and we have now said as a collective

11 group, "No, that's not really where this board

12 is, but let's treat our employees fairly.

13 Cash you out for what had been promised to you

14 in the past, but now on a going-forward basis,

15 we're not going to do that anymore."

16 MR. ZEIGLER: Right.

17 MR. ROSS: And so I think we're getting

18 in a direction precisely that you're

19 describing.

20 CHAIRMAN RAGUSA: Do we have consensus

21 on Items One and Two?

22 (No response.)

23 CHAIRMAN RAGUSA: I guess we need to

24 decide whether we're going to pay out the

25 accumulated sick time at the end of this

1 fiscal year or next.

2 MR. CHESNEY: Well, I mean, my
3 suggestion is we end it at the end of this
4 year, and how it gets paid --

5 CHAIRMAN RAGUSA: Doesn't that make it
6 inconsistent with each employee running on
7 their own date of hire year?

8 MR. CHESNEY: Well, let's see. Let's
9 think about it. I think they're all -- I
10 don't know -- I don't remember where they all
11 are.

12 MR. MENDENHALL: Yeah. I mean, I can
13 verify. I shot off an email for just that
14 point, just to verify when folks were hired
15 and when it's accumulated, because that does
16 make a difference. If you have someone hired
17 mid year and somebody hired at the beginning
18 of the year, it would make a difference.

19 CHAIRMAN RAGUSA: Doug.

20 MR. MAYS: The only two that are over
21 the 200 hours were hired on the same day, me
22 and Sonny.

23 CHAIRMAN RAGUSA: Really?

24 MR. MAYS: Well, within a few days.

25 CHAIRMAN RAGUSA: What day?

1 MR. MAYS: I was hired May the 14th, and
2 Sonny formally came on June the 1st.

3 CHAIRMAN RAGUSA: Okay.

4 MR. CHESNEY: So then do you think the
5 other two guys don't have 20?

6 MR. MAYS: They're not --

7 MR. CHESNEY: They're not at 20 days.

8 MR. MAYS: I don't think either one of
9 them has close to 40, to be honest with you.
10 Maybe one of them has 56 and one has 30.

11 CHAIRMAN RAGUSA: Have you talked to
12 them about these changes?

13 MR. MAYS: Not really.

14 MS. WHYTE: No, not --

15 MR. MAYS: We're just kind of waiting to
16 see what the decisions are.

17 CHAIRMAN RAGUSA: Okay.

18 MR. MAYS: I've always told them, you
19 know, "Hey, I'm kind of a" -- I think that it
20 promotes you using it or lose -- you know, use
21 it or lose it. Just promotes calling in sick
22 when you're not sick. So I encouraged them to
23 be here all these -- you know, all these
24 years, I encouraged them to be here.

25 I mean, when years -- when we first

1 started -- she can tell you -- the last guys
2 we had, we were lucky if they had 8, 16 hours
3 of sick pay, that they used it all the time.

4 And the two new guys, you know, they
5 really enjoy working for this community, so
6 they're here all the time. Very seldom do
7 they call in sick.

8 CHAIRMAN RAGUSA: They're good, hard
9 workers.

10 MR. CHESNEY: I would like to be clear
11 on what I -- my position would be, just
12 because I was involved in this, and I want to
13 clarify this. This is what I wrote because
14 this is what I thought the group's consensus
15 was.

16 What my position is that it's sick time,
17 I have no problem with them accumulating it.
18 Essentially it can be a very large number, two
19 years, because we don't provide any disability
20 insurance, but I'm not in favor of them being
21 able to cash it out at any time.

22 CHAIRMAN RAGUSA: Okay.

23 MR. MAYS: I could see -- I could see
24 that myself. I mean, I have -- now, as long
25 as we've been here, to be honest with you, I

1 can see that. It's -- you don't normally see
2 it, as Mr. Zeigler said, in the private
3 sector.

4 It usually is a use it or lose it. It
5 doesn't matter where you go. I'm just, you
6 know --

7 MR. CHESNEY: I'm just saying, if they
8 get hurt for some reason --

9 MR. MAYS: Right. I think that --

10 MR. CHESNEY: -- at least Doug has a
11 physical job --

12 MR. MAYS: 200 hours -- right.

13 CHAIRMAN RAGUSA: (Inaudible) work comp
14 coverage.

15 MR. MAYS: Yeah.

16 CHAIRMAN RAGUSA: Which is an
17 interesting issue, whether you can use comp
18 for two thirds and sick for the balance.

19 The -- well, it's a compromise that we
20 increase the maximum accumulative amount, if
21 that's the right description?

22 MR. CHESNEY: I don't know. I'm just
23 telling you my -- I never thought about the
24 paying out. Like I'm still not really clear.

25 Do we really owe them money if they

<p style="text-align: right;">Page 33</p> <p>1 leave? I don't think so, because we haven't</p> <p>2 paid it out before.</p> <p>3 MR. MENDENHALL: Yeah, I mean, you're in</p> <p>4 -- you're in kind of uncharted territory.</p> <p>5 I think what it comes down, as I think</p> <p>6 Brian brought up, was what was told to the</p> <p>7 employees when they were hired and when this</p> <p>8 all started.</p> <p>9 There was an understanding, as I -- and I</p> <p>10 wasn't there, but I understand that it was</p> <p>11 explained that it would be paid out at the</p> <p>12 end. I mean, ultimately that's a decision for</p> <p>13 you as a board.</p> <p>14 But, you know, I don't know. With none</p> <p>15 of us having been there at the time, you have</p> <p>16 at least that additional input to consider.</p> <p>17 MR. CHESNEY: Yeah. Although, now that</p> <p>18 I think about it, like I said, if worst comes</p> <p>19 -- you're here -- I mean, no one's going to be</p> <p>20 here 30 years -- even if someone was here 30</p> <p>21 years, that's, what, 240 days? Did I do</p> <p>22 that right?</p> <p>23 MR. MENDENHALL: I mean, if --</p> <p>24 MR. MAYS: 230, yes.</p> <p>25 MR. MENDENHALL: If you want to set</p>	<p style="text-align: right;">Page 35</p> <p>1 MR. CHESNEY: I mean, if you have a</p> <p>2 \$50,000 employee and you're looking at 30,</p> <p>3 that's a big bonus. That's someone who stayed</p> <p>4 here 30 years. I don't know. I mean, that's</p> <p>5 my personal position.</p> <p>6 CHAIRMAN RAGUSA: Mr. Ross.</p> <p>7 MR. ROSS: My own position is, I don't</p> <p>8 think we should be cashing out sick time. I</p> <p>9 mean, that's just my position. And I haven't</p> <p>10 heard anything that alters that. But I am</p> <p>11 interested in your comment that one of the</p> <p>12 benefits of accumulated sick time is that it</p> <p>13 helps people in the event of a real</p> <p>14 disability, whether it's with themselves or</p> <p>15 whatever is going on, and there's some</p> <p>16 attraction to me.</p> <p>17 So to arbitrarily say you can only</p> <p>18 accumulate 20 days, if we're not cashing out,</p> <p>19 why does it really matter? Meaning, if</p> <p>20 someone has a serious illness two years out</p> <p>21 and they need to miss 30 days, why not let</p> <p>22 them take the 30 days?</p> <p>23 So I'm being persuaded to do something</p> <p>24 like where we increase the amount of days that</p> <p>25 can be accumulated but lower the number of</p>
<p style="text-align: right;">Page 34</p> <p>1 things out as they are now, you could say,</p> <p>2 okay, the max pay-out would be whatever Doug's</p> <p>3 hours are now, 240 -- if he leaves five years</p> <p>4 from now, he can cash out what he has right</p> <p>5 now, because that's what he accumulated before</p> <p>6 we addressed it.</p> <p>7 CHAIRMAN RAGUSA: That's not a good</p> <p>8 long-term policy.</p> <p>9 MR. MENDENHALL: No. I agree -- I agree</p> <p>10 with you completely.</p> <p>11 CHAIRMAN RAGUSA: I want to treat the</p> <p>12 currently employees fairly. I want to do what</p> <p>13 makes sense for them and what makes sense for</p> <p>14 us and have a consistent policy going forward.</p> <p>15 MR. MENDENHALL: Sure.</p> <p>16 MR. CHESNEY: I like the -- I like that</p> <p>17 you cap it at 240 days or whatever the -- 30</p> <p>18 years -- I mean, that's like having a -- it's</p> <p>19 like prepaying your short term dis -- your</p> <p>20 disability policy for employees. I mean, they</p> <p>21 can take it when they leave just like a going-</p> <p>22 away bonus.</p> <p>23 MR. MAYS: Even if you write it and say</p> <p>24 that it's not paid out at the end, I mean, at</p> <p>25 least we've got something for protection.</p>	<p style="text-align: right;">Page 36</p> <p>1 days it can be accumulated in a given year, so</p> <p>2 that then when you get out to that 30 years,</p> <p>3 we're not talking about 240 days. But let's</p> <p>4 say you can only accumulate arbitrarily four</p> <p>5 days a year, then you're talking about, at</p> <p>6 best, they'd have 120 days, which is three or</p> <p>7 four months.</p> <p>8 MR. CHESNEY: Yeah.</p> <p>9 MR. ROSS: And in most serious</p> <p>10 disabilities, it's --</p> <p>11 MR. CHESNEY: Yeah, and you'd have to be</p> <p>12 here a long time to get there.</p> <p>13 MR. ROSS: And I think that's sort of</p> <p>14 your point --</p> <p>15 MR. CHESNEY: Yeah.</p> <p>16 MR. ROSS: -- that at some point it</p> <p>17 works out --</p> <p>18 MR. CHESNEY: Like I said, this part was</p> <p>19 -- I tried to sum up what I thought the group</p> <p>20 thing was. Like I said, my own personal thing</p> <p>21 is different, but I don't -- don't -- yeah.</p> <p>22 But what Andy seems to be telling me is</p> <p>23 that we owe them the sick time, because that</p> <p>24 was what was understood at the time.</p> <p>25 MR. MENDENHALL: Well, I think that's</p>

<p style="text-align: right;">Page 37</p> <p>1 what we all discussed at the past two</p> <p>2 meetings, was that -- and I think Doug gave</p> <p>3 some input on back when he was hired.</p> <p>4 MR. ROSS: Yeah. To be fair, I don't</p> <p>5 think Andy said we had to. I speak only for</p> <p>6 myself. I feel like we need to honor the</p> <p>7 pledges made to our employees. And if they're</p> <p>8 telling us that these are promises that were</p> <p>9 made, then we need to honor it. I mean,</p> <p>10 that's just the right thing to do, for lack of</p> <p>11 a better phrase.</p> <p>12 MR. CHESNEY: I mean, I know I have been</p> <p>13 here a long time and Mark has. I don't recall</p> <p>14 ever really knowing about the sick time.</p> <p>15 CHAIRMAN RAGUSA: It was always handled</p> <p>16 at the district manager level.</p> <p>17 MR. MENDENHALL: Yeah.</p> <p>18 MR. ROSS: Yeah. So we should let the</p> <p>19 tail of the dog -- either we're going to</p> <p>20 compensate them or we are not. That's a</p> <p>21 stand-alone issue.</p> <p>22 But separate from that, really diving</p> <p>23 off the comments made by Brian is, we're all</p> <p>24 in agreement; we just need to formalize this.</p> <p>25 Now we're saying let's -- let's avoid this</p>	<p style="text-align: right;">Page 39</p> <p>1 proposal talks about cashing out current</p> <p>2 employees --</p> <p>3 MR. ROSS: Absolutely. That's a stand-</p> <p>4 alone issue.</p> <p>5 CHAIRMAN RAGUSA: Okay.</p> <p>6 MR. ROSS: That's a stand-alone issue.</p> <p>7 But they may say, "We don't want to be cashed</p> <p>8 out right now." You're the one who properly,</p> <p>9 in my view, noted we may want to have some</p> <p>10 dialogue with our employees.</p> <p>11 If they want to keep accumulating their</p> <p>12 sick time, then they could. You don't have to</p> <p>13 cash them out.</p> <p>14 CHAIRMAN RAGUSA: Well, at some point</p> <p>15 are they going to have to make a decision</p> <p>16 whether they want to be cashed out under what</p> <p>17 I'm going to call the current employee</p> <p>18 exception --</p> <p>19 MR. CHESNEY: Yeah.</p> <p>20 CHAIRMAN RAGUSA: -- in the rule?</p> <p>21 MR. CHESNEY: Yeah, I think they need to</p> <p>22 be cashed out.</p> <p>23 MR. ROSS: We need to bring it to a</p> <p>24 resolution.</p> <p>25 CHAIRMAN RAGUSA: Absolutely.</p>
<p style="text-align: right;">Page 38</p> <p>1 happening again.</p> <p>2 And I throw out I think what you just</p> <p>3 said a moment ago might be a good way to go,</p> <p>4 allow them to accumulate more than 20 days,</p> <p>5 recognize that, to some degree, will serve as</p> <p>6 some disability protection, but then we just</p> <p>7 have them accumulate less days per year.</p> <p>8 MR. MENDENHALL: Okay. So -- like four,</p> <p>9 something --</p> <p>10 MR. ROSS: So four days a year, but --</p> <p>11 MR. CHESNEY: I mean, there's no cap.</p> <p>12 MR. ROSS: And you can put no cap.</p> <p>13 MR. CHESNEY: Okay.</p> <p>14 MR. MENDENHALL: And keep in mind while</p> <p>15 you want to --</p> <p>16 MR. CHESNEY: And they're not compen --</p> <p>17 they don't get cashed out anymore.</p> <p>18 MR. ROSS: Nobody get cashed out. It's</p> <p>19 truly sick days.</p> <p>20 MR. CHESNEY: So we have to cash them</p> <p>21 out now.</p> <p>22 CHAIRMAN RAGUSA: Yeah, but we're</p> <p>23 inconsistent, though.</p> <p>24 MR. ROSS: How so?</p> <p>25 CHAIRMAN RAGUSA: as long as your</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. ROSS: Either we're going to cash</p> <p>2 them out or they're recognizing go forward,</p> <p>3 they can just accumulate it and it has no cash</p> <p>4 value.</p> <p>5 CHAIRMAN RAGUSA: We haven't heard from</p> <p>6 you, Mr. Argus.</p> <p>7 MR. CHESNEY: So you're offering them a</p> <p>8 deal.</p> <p>9 MR. ROSS: I'm saying let's --</p> <p>10 MR. CHESNEY: Okay.</p> <p>11 CHAIRMAN RAGUSA: You have a keen sense</p> <p>12 of the (inaudible).</p> <p>13 MR. ROSS: He does.</p> <p>14 MR. CHESNEY: I'm just saying I'm not</p> <p>15 used to all you lawyers and all your deal-</p> <p>16 making.</p> <p>17 MR. ARGUS: Nothing to add right now.</p> <p>18 CHAIRMAN RAGUSA: Mr. Zeigler.</p> <p>19 MR. ZEIGLER: (Moves head from side to</p> <p>20 side.)</p> <p>21 CHAIRMAN RAGUSA: Sonny and Doug, I</p> <p>22 don't want to put you on the spot. Do you</p> <p>23 want to give some input here?</p> <p>24 MS. WHYTE: I'll go with whatever --</p> <p>25 MR. MAYS: I'm kind of -- I'm kind of</p>

<p style="text-align: right;">Page 41</p> <p>1 thinking that Mr. Ross has hit something there</p> <p>2 with maybe not eight days and -- you know,</p> <p>3 being an employee that's been here eight and a</p> <p>4 half years, and I'm probably, you know,</p> <p>5 kicking myself for doing this, and you do have</p> <p>6 to limit it. And most companies is a five-day</p> <p>7 standard per year, and you just cap it at five</p> <p>8 days a year.</p> <p>9 And like you said, you can let them</p> <p>10 build it if they want, and they never get</p> <p>11 compensated. If you're talking about</p> <p>12 compensating us now to get us all basically</p> <p>13 all back to zero or to -- really a maximum</p> <p>14 number of hours doesn't matter, but I think</p> <p>15 you should bring everybody back to zero,</p> <p>16 compensate, you know, everybody for where</p> <p>17 we're at and start fresh.</p> <p>18 CHAIRMAN RAGUSA: What I'm hearing from</p> <p>19 Mr. Ross -- and please correct me if I'm</p> <p>20 misunderstanding your concept -- what I'm</p> <p>21 hearing is that we would like to enter into a</p> <p>22 relationship or an agreement with other</p> <p>23 current employees to resolve the current issue</p> <p>24 we have about your accumulated sick time.</p> <p>25 MR. MAYS: Right.</p>	<p style="text-align: right;">Page 43</p> <p>1 CHAIRMAN RAGUSA: Okay.</p> <p>2 MR. CHESNEY: So if we're going to</p> <p>3 change this to four --</p> <p>4 MR. MAYS: I think you have to. Take</p> <p>5 it back to zero.</p> <p>6 MR. CHESNEY: Four or five.</p> <p>7 CHAIRMAN RAGUSA: So I would -- so with</p> <p>8 it now being reworked here, would be no cap at</p> <p>9 the election of the employee.</p> <p>10 MR. CHESNEY: Yeah.</p> <p>11 CHAIRMAN RAGUSA: And the employee would</p> <p>12 have the election of cashing out all --</p> <p>13 MR. CHESNEY: (Inaudible)</p> <p>14 CHAIRMAN RAGUSA: -- all or none of</p> <p>15 their --</p> <p>16 MR. CHESNEY: Yeah. Right.</p> <p>17 MR. ROSS: Just one time, right now.</p> <p>18 MR. CHESNEY: That's not going to be in</p> <p>19 this memo.</p> <p>20 MR. MENDENHALL: Yeah.</p> <p>21 MR. CHESNEY: We're going to do it</p> <p>22 separately.</p> <p>23 MR. MENDENHALL: Yeah. This will be</p> <p>24 going forward. Make a motion on, you know,</p> <p>25 what's done for this scenario, the existing --</p>
<p style="text-align: right;">Page 42</p> <p>1 CHAIRMAN RAGUSA: You have a ton of it.</p> <p>2 Sonny, you have a good bit as well, but not as</p> <p>3 much as Doug.</p> <p>4 What I think what you're going to need</p> <p>5 to do as an employee is decide how much do you</p> <p>6 want to leave in your bank, so to speak, and</p> <p>7 how much, if any, do you want to cash out, and</p> <p>8 you need to be comfortable with that, because</p> <p>9 we're going to have to close that window.</p> <p>10 When you need to make that selection,</p> <p>11 we're going to have to give you some</p> <p>12 reasonable amount of time to decide what you</p> <p>13 want to do, but after that point, you'd be</p> <p>14 subject to all the policy going forward.</p> <p>15 MR. MAYS: Right.</p> <p>16 CHAIRMAN RAGUSA: So you need to look</p> <p>17 and say, do you want to have short-term cash</p> <p>18 gain from cashing out some or all of your sick</p> <p>19 time versus do you want that big buffer to</p> <p>20 serve as short-term disability?</p> <p>21 Sonny, do you understand that?</p> <p>22 MS. WHYTE: Yes, sir.</p> <p>23 CHAIRMAN RAGUSA: And, Brian, am I</p> <p>24 correct in your concept?</p> <p>25 MR. ROSS: Absolutely.</p>	<p style="text-align: right;">Page 44</p> <p>1 MR. CHESNEY: Okay.</p> <p>2 MR. ZEIGLER: So I'm clear, is the</p> <p>3 accumulation at the end payable upon</p> <p>4 retirement, upon termination?</p> <p>5 CHAIRMAN RAGUSA: No.</p> <p>6 MR. ROSS: No.</p> <p>7 MR. ZEIGLER: Never. It's strictly</p> <p>8 accrued as a short-term --</p> <p>9 CHAIRMAN RAGUSA: Short-term disability</p> <p>10 backup only.</p> <p>11 MR. ZEIGLER: Okay. Good.</p> <p>12 MR. CHESNEY: Okay. So the one thing we</p> <p>13 didn't -- is how many days?</p> <p>14 CHAIRMAN RAGUSA: Annually?</p> <p>15 MR. CHESNEY: Yeah. How many days --</p> <p>16 CHAIRMAN RAGUSA: I thought that is --</p> <p>17 MS. WHYTE: A lot of companies call</p> <p>18 them, you know, personal days.</p> <p>19 MR. CHESNEY: I was going to bring that</p> <p>20 up in a second. Just give me a second. I was</p> <p>21 going to bring that up. Okay.</p> <p>22 MR. ROSS: Five days is fine.</p> <p>23 MR. CHESNEY: Okay. Since Sonny already</p> <p>24 added it, does this mean the employee only is</p> <p>25 sick? Or some companies add that dependant</p>

<p style="text-align: right;">Page 45</p> <p>1 children also qualify, of which -- I know it</p> <p>2 wouldn't impact the two here, but the other</p> <p>3 two it would.</p> <p>4 MR. ZEIGLER: Are we getting into FMLA-</p> <p>5 type stuff at that point?</p> <p>6 MR. CHESNEY: There is no requirement</p> <p>7 for FMLA to give you sick time for dependant</p> <p>8 children. It's just a common benefit.</p> <p>9 MR. ROSS: I'm not knowledgeable in this</p> <p>10 area. What if you have a spouse that is ill</p> <p>11 and you need to be there to either help care</p> <p>12 for them or --</p> <p>13 MR. CHESNEY: It's however you want to</p> <p>14 do it. If you want to do it --</p> <p>15 MR. ROSS: Is that common?</p> <p>16 MR. CHESNEY: No. Dependent children is</p> <p>17 common.</p> <p>18 CHAIRMAN RAGUSA: What I don't see is</p> <p>19 the definition of sick time. And I think we</p> <p>20 can remain flexible and use our common sense.</p> <p>21 If we have an employee who's got a</p> <p>22 spouse who's in the hospital and has no</p> <p>23 ability to take care of the family with all</p> <p>24 their personal -- people are going to need to</p> <p>25 take time off to handle a sick spouse or</p>	<p style="text-align: right;">Page 47</p> <p>1 MR. CHESNEY: No.</p> <p>2 MS. WHYTE: Oh, come on, Andy. Work</p> <p>3 with me.</p> <p>4 MR. CHESNEY: No.</p> <p>5 CHAIRMAN RAGUSA: Why couldn't they open</p> <p>6 up an IRA?</p> <p>7 MR. MAYS: A separate one.</p> <p>8 MR. MENDENHALL: Yeah. That's what I'm</p> <p>9 saying, you can't do it directly.</p> <p>10 MR. CHESNEY: It still their --</p> <p>11 CHAIRMAN RAGUSA: It's post tax dollars,</p> <p>12 but --</p> <p>13 MR. CHESNEY: Yeah, they could do that.</p> <p>14 Yeah, you can do a Roth IRA, I guess.</p> <p>15 MR. ARGUS: Yeah.</p> <p>16 MR. MENDENHALL: Sure.</p> <p>17 CHAIRMAN RAGUSA: I'm not going --</p> <p>18 MR. MENDENHALL: So just to be clear,</p> <p>19 that's five sick days or --</p> <p>20 MR. CHESNEY: Yeah, five.</p> <p>21 CHAIRMAN RAGUSA: Yes.</p> <p>22 MR. CHESNEY: And we need to -- so this</p> <p>23 really hasn't changed. What we do need to do</p> <p>24 is have a motion -- the only thing that's</p> <p>25 changing is the five.</p>
<p style="text-align: right;">Page 46</p> <p>1 child.</p> <p>2 MR. MENDENHALL: Sure.</p> <p>3 CHAIRMAN RAGUSA: So I think we should</p> <p>4 be flexible with that.</p> <p>5 MR. CHESNEY: Okay. All right. There's</p> <p>6 the informal answer.</p> <p>7 CHAIRMAN RAGUSA: How much time do you</p> <p>8 guys need to kind of give us the indication of</p> <p>9 what you want to do with the sick time?</p> <p>10 MR. CHESNEY: We can do it right now and</p> <p>11 just be done with this.</p> <p>12 CHAIRMAN RAGUSA: No. I think you guys</p> <p>13 need to get your exact numbers from Andy, and</p> <p>14 you need to put a dollar figure on it. And I</p> <p>15 think you guys, if you have accountants, you</p> <p>16 need to at least look at the tax implications</p> <p>17 of what that surge in income will have on</p> <p>18 you. And you also need to weigh how much do</p> <p>19 you want to carry forward as insurance for the</p> <p>20 future.</p> <p>21 MR. MAYS: Right. That's the thing I'm</p> <p>22 thinking more of.</p> <p>23 MS. WHYTE: Is there any way to put it</p> <p>24 into our pension fund?</p> <p>25 MR. MENDENHALL: Not -- not directly.</p>	<p style="text-align: right;">Page 48</p> <p>1 MR. MENDENHALL: What about the accrual</p> <p>2 aspect?</p> <p>3 MS. McCORMICK: Yeah, that's changing.</p> <p>4 CHAIRMAN RAGUSA: Right. It went from</p> <p>5 20 to unlimited.</p> <p>6 MR. CHESNEY: Okay. Yeah. So just</p> <p>7 scratch through that.</p> <p>8 CHAIRMAN RAGUSA: Scratch through that.</p> <p>9 MR. MENDENHALL: Okay.</p> <p>10 CHAIRMAN RAGUSA: Will not be limited.</p> <p>11 MR. MENDENHALL: Is it will be</p> <p>12 unlimited, but no pay-out. Right?</p> <p>13 MR. CHESNEY: Yeah, will not be limited,</p> <p>14 correct.</p> <p>15 MR. MENDENHALL: Okay. Great. That</p> <p>16 makes sense.</p> <p>17 CHAIRMAN RAGUSA: Okay. We're all in</p> <p>18 agreement.</p> <p>19 MR. CHESNEY: And we're going to change</p> <p>20 -- do you want us to just reword this and then</p> <p>21 approve it?</p> <p>22 CHAIRMAN RAGUSA: Yes.</p> <p>23 MR. CHESNEY: Okay.</p> <p>24 CHAIRMAN RAGUSA: Mr. Argus.</p> <p>25 MR. ARGUS: I have a more general</p>

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1 question.

2 CHAIRMAN RAGUSA: On these two items?

3 MR. ARGUS: Uh-huh -- well, yeah, on

4 this whole thing.

5 CHAIRMAN RAGUSA: Go.

6 MR. ARGUS: Essentially what is an

7 employee? I get a check periodically from the

8 CDD. Am I considered an employee, or does

9 this -- do we need to define what an employee

10 is to the four people we're talking about?

11 Does this involve the supervisors?

12 MR. CHESNEY: I actually --

13 MR. ARGUS: Is this full-time employees

14 only? Do we have a policy for part-time

15 people?

16 MR. CHESNEY: Yeah, I had thought about

17 that a little bit.

18 MR. MENDENHALL: I talked about full

19 time in the description.

20 MR. CHESNEY: Yeah. Right.

21 MR. ARGUS: Where in the description?

22 MR. MENDENHALL: "Vacation time, all

23 full-time employees," et cetera, et cetera,

24 and "sick time, all full-time employees."

25 MR. ARGUS: Okay.

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1 CHAIRMAN RAGUSA: We should just put a

2 sentence in there this does not apply to

3 supervisors who have no benefits.

4 MR. MENDENHALL: Okay. Yes.

5 CHAIRMAN RAGUSA: I guess we can always

6 vote to give ourselves benefits.

7 MR. CHESNEY: Yeah, you can.

8 CHAIRMAN RAGUSA: You can. We can set

9 our own compensation.

10 MR. ARGUS: Yeah, I like the vacation

11 policy.

12 MR. CHESNEY: But the -- well, I had --

13 not that I really want to deal with this

14 anymore, but Andy and I had some discussions

15 about technically we have two classes of

16 employees.

17 We have Doug and others. So I wasn't --

18 first, I was going to kind of put that in

19 here.

20 CHAIRMAN RAGUSA: What's the defining

21 difference?

22 MR. CHESNEY: Management and

23 non-managerial.

24 CHAIRMAN RAGUSA: Oh, okay.

25 MR. CHESNEY: Non-managerial. I mean,

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1 Doug is not paid hourly, the others are, so --

2 MR. MENDENHALL: It also comes a little

3 bit more into play as you get into some of

4 these other benefits, like, for example,

5 health care benefits.

6 MR. CHESNEY: Yeah, because we pay them

7 -- they have actually different benefits.

8 MR. MENDENHALL: Right.

9 MR. CHESNEY: So there are technically

10 two classes of employees. I was going to

11 write that in here, but I --

12 CHAIRMAN RAGUSA: It makes sense to

13 note.

14 MR. CHESNEY: Okay. We can do that,

15 too. All right.

16 CHAIRMAN RAGUSA: I forgot. Doug is a

17 behind-the-desk kind of guy. Mr. Barrett.

18 MR. BARRETT: I know that there are

19 other days off that they get, Christmas Day --

20 MR. CHESNEY: Yes, I have those, the

21 holidays.

22 MR. BARRETT: Okay.

23 MR. CHESNEY: Yes, I'll put those in

24 there, too. I forgot about that.

25 Just so we're clear on those -- okay?

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1 -- because we're going to include this in the

2 consent agenda, so, I mean, we were thinking

3 July 4th, Labor Day, Memorial Day,

4 Thanksgiving, day after Thanksgiving. Do you

5 get Veterans?

6 MS. WHYTE: Yes.

7 MR. CHESNEY: Okay. And Christmas.

8 That wasn't on the list I was sent.

9 MS. WHYTE: We have ten.

10 MR. CHESNEY: You get ten.

11 MS. WHYTE: A total of ten.

12 MR. CHESNEY: Is that accurate, because

13 I --

14 MR. MENDENHALL: I mean, I don't know

15 offhand. I mean, I can tell you what's

16 typical.

17 MR. MAYS: You got the list from Severn

18 Trent?

19 MR. CHESNEY: Yeah, that's what I mean.

20 It's the one from Severn Trent. I got it too.

21 I just remember it --

22 MR. MENDENHALL: I don't have Veterans

23 Day off, though.

24 MR. CHESNEY: That's what I mean.

25 CHAIRMAN RAGUSA: Let's get those

Page 53

1 defined.

2 MS. WHYTE: I have to -- I'll get next

3 year's from Severn as well and send it on to

4 you.

5 MR. CHESNEY: Okay. Maybe I won't put

6 it on the consent agenda then. Okay.

7 CHAIRMAN RAGUSA: Yeah.

8 MR. CHESNEY: Well, I'm saying I got

9 Severn Trent's days, and it wasn't -- that's

10 funny, you say Veterans Day.

11 MS. WHYTE: Theirs is different than our

12 because we're government.

13 MR. CHESNEY: Okay.

14 CHAIRMAN RAGUSA: All right. Item

15 Number Three, other benefits, 401(k).

16 MR. MAYS: Mr. Ragusa, may I make a

17 suggestion?

18 CHAIRMAN RAGUSA: Yes.

19 MR. MAYS: Since this stuff has been

20 going on -- I don't know how many years that

21 we've been working on this -- and we've got

22 residents and other things that want to be

23 discussed. Can we handle one of these things

24 a month, because some of these things can take

25 awhile, the 401(k), the insurance, the trucks?

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1 CHAIRMAN RAGUSA: I think the other ones

2 -- unless you have a lot to offer on the

3 401(k), I think we can knock these out.

4 MR. MAYS: It's up to you all. It's

5 just a suggestion.

6 CHAIRMAN RAGUSA: I think for your

7 benefit it's worth ironing this out, because

8 apparently Mr. Chesney didn't come back with

9 what we were all thinking.

10 MR. MAYS: You saw how long that first

11 one took after --

12 CHAIRMAN RAGUSA: And that was a tough

13 one. I think we can move these through.

14 Do you have an issue with the 401(k)?

15 MR. CHESNEY: Technically it's not aa

16 401(k). It should say retirement plan.

17 MR. MENDENHALL: Yes. I heard that

18 today. I worded that incorrectly.

19 MR. MAYS: No, but I might have an issue

20 with the vehicles, those type of things.

21 CHAIRMAN RAGUSA: Let's see if we can

22 work through these.

23 Retirement plan.

24 MR. ROSS: On retirement plan, I don't

25 believe that an employee should be able to

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1 participate in that on their first day. It

2 should be after some period of time.

3 MS. WHYTE: After a year.

4 MR. ROSS: Yeah, it's after a year. I

5 think it's subject -- the plan they're in is

6 defined by the government. It's --

7 MS. WHYTE: January 1.

8 MR. CHESNEY: It's a SEP or a

9 Simple --

10 MS. WHYTE: Simple.

11 MR. MAYS: Simple.

12 MR. CHESNEY: Yeah, Simple. So there

13 are specific rules on -- like they get two

14 percent. We have two choices. Either give

15 them two percent or 50 percent up to three

16 percent. So, I mean, there is no --

17 MR. ROSS: I'm not quarreling with the

18 math. I'm just saying it doesn't sound right

19 that a brand-new employee could immediately

20 start participating --

21 MR. CHESNEY: But I don't think it is.

22 I think it's one year.

23 MR. ROSS: Okay. Okay. That's fine.

24 MR. CHESNEY: That's what I mean.

25 There's no flexibility in that. The only

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1 flexibility we have is in the contribution

2 level of the plan.

3 MR. ROSS: Got it.

4 CHAIRMAN RAGUSA: Anything else on the

5 retirement plan?

6 (No response.)

7 CHAIRMAN RAGUSA: Okay. Health care.

8 MR. MENDENHALL: The only thing I would

9 say about the health care, this is basically

10 what you have in place now, the questions that

11 came up for me, number one, if you hire a new

12 employee, are they all subject to, I guess,

13 basically what the non-government employees

14 have a certain amount, and then there's

15 Doug's.

16 So the question is, you know, whether

17 they're all available to have that as soon as

18 they start, obviously.

19 The other question being also, what if

20 an employee opts out of that insurance, or

21 what if, for example, you have an employee

22 receiving it now, and next year maybe his wife

23 gets a job that provides coverage and he no

24 longer needs that? What happens in that case?

25 And it's just because it hasn't come up

<p style="text-align: right;">Page 57</p> <p>1 basically.</p> <p>2 MR. MAY: Yeah. We presently have one</p> <p>3 employee who doesn't take the insurance, so</p> <p>4 technically it saves the community money, and</p> <p>5 she's not compensated for it.</p> <p>6 MS. WHYTE: She, really?</p> <p>7 MR. CHESNEY: And it's the current --</p> <p>8 yeah, currently we pay the individual, and</p> <p>9 then for government we pay the family plan</p> <p>10 subject to a flat amount. And that was</p> <p>11 negotiated as part of his salary, so it's kind</p> <p>12 of our policy for managerial employees since</p> <p>13 we have one.</p> <p>14 CHAIRMAN RAGUSA: Well, in my world,</p> <p>15 unless I'm mistaken, for the non-management</p> <p>16 employees, we fully fund the monthly premium.</p> <p>17 Correct?</p> <p>18 MR. MENDENHALL: Yes, sir.</p> <p>19 MR. CHESNEY: Yeah.</p> <p>20 CHAIRMAN RAGUSA: And that's really</p> <p>21 unusual in anybody's world, I think, in this</p> <p>22 day and age, especially -- I don't know if</p> <p>23 that's a large group policy or not, but that</p> <p>24 will get changed around next year under the</p> <p>25 new --</p>	<p style="text-align: right;">Page 59</p> <p>1 you're hearing about it way too much on the</p> <p>2 news rights now in individual policies. The</p> <p>3 group policies are going to go sky high. I</p> <p>4 don't care how big your group is.</p> <p>5 Actually in some instances, the larger</p> <p>6 the group, the larger the increase. So I have</p> <p>7 a big concern that we may have to address this</p> <p>8 if we get a one hundred percent increase in</p> <p>9 premium --</p> <p>10 MR. MENDENHALL: Sure.</p> <p>11 CHAIRMAN RAGUSA: -- at the end of next</p> <p>12 year, which is not unreasonable. I think we</p> <p>13 could have issues. We may have to look to</p> <p>14 employee contribution for that health</p> <p>15 insurance premium, so --</p> <p>16 MR. MENDENHALL: Yeah. And --</p> <p>17 CHAIRMAN RAGUSA: I'm just throwing that</p> <p>18 out there. We're in a real dynamic time right</p> <p>19 now.</p> <p>20 MR. MENDENHALL: And, mind you, for what</p> <p>21 you have here, at least what's listed, this</p> <p>22 is what's in place. So do you want to</p> <p>23 memorialize that for the next few people that</p> <p>24 get hired, you know --</p> <p>25 MR. CHESNEY: Well, I think so. I mean,</p>
<p style="text-align: right;">Page 58</p> <p>1 MR. MENDENHALL: Probably. Yeah.</p> <p>2 CHAIRMAN RAGUSA: -- I'll call it Obama</p> <p>3 Care.</p> <p>4 MR. MENDENHALL: I would guess.</p> <p>5 CHAIRMAN RAGUSA: That is a rarity. And</p> <p>6 typically what you have is some split</p> <p>7 responsibility between the employee and the</p> <p>8 employer. And when you have a split payment</p> <p>9 scheme, if an employee opts out of the</p> <p>10 coverage under their employer, they're saving</p> <p>11 their own money.</p> <p>12 And that's what's strange -- and that's</p> <p>13 the incentive not to buy insurance through</p> <p>14 your employer if you've got a spouse or</p> <p>15 someone else who can cover you through another</p> <p>16 policy.</p> <p>17 This is kind of strange in that we fully</p> <p>18 fund the benefit. And if you're asking me, do</p> <p>19 I think we should compensate an employee for</p> <p>20 not using insurance, my answer is absolutely</p> <p>21 not, because candidly I think the employee</p> <p>22 should be paying some of that insurance</p> <p>23 premium.</p> <p>24 And I think that we're going to see</p> <p>25 dramatic increases in premiums. I think</p>	<p style="text-align: right;">Page 60</p> <p>1 you can always change this document. The</p> <p>2 important part is that this is where we're at</p> <p>3 right now, so --</p> <p>4 MR. MENDENHALL: Yeah. Yeah. You can</p> <p>5 definitely change it.</p> <p>6 CHAIRMAN RAGUSA: Do we still want to</p> <p>7 fund a hundred percent of the premium for the</p> <p>8 non-managerial employees?</p> <p>9 I'm not suggesting we change that. You</p> <p>10 know, we talk about -- I'm not a benefits</p> <p>11 expert, but I see this as an incredibly</p> <p>12 employee-friendly benefit package. And I know</p> <p>13 we don't offer some plans and benefits that we</p> <p>14 could, such as short-term disability, but, you</p> <p>15 know, between vehicles, the insurance, sick</p> <p>16 time, I just look at this as tremendously -- I</p> <p>17 don't want to use -- I don't know what the</p> <p>18 right word is.</p> <p>19 I just think it's very favorable for the</p> <p>20 employee. I'm not suggesting we rein anything</p> <p>21 in, but I think as an organization we need to</p> <p>22 kind of think about the possibility of</p> <p>23 bringing the health insurance practices in</p> <p>24 line with the rest of the communities.</p> <p>25 I guess I'll ask from a management side</p>

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1 on the district side. Do all of your
 2 communities a hundred percent fund health
 3 insurance premiums?
 4 MR. MENDENHALL: No. It varies from
 5 community, but this is the only one that does
 6 it a hundred percent. There are some
 7 districts that I don't manage that do it.
 8 I can't say 100 percent, but I know it
 9 might be 100 percent or it's very high because
 10 I've heard it discussed before.
 11 But out of my districts, my experience
 12 is there are very few districts --
 13 MR. MAYS: The only -- the only --
 14 there's two people that get that 100 percent,
 15 and it was given to them under the stipulation
 16 that it can be only be the employee. It's not
 17 a family package; it's just the employee
 18 themselves.
 19 And the one -- to answer your question
 20 about him by suggesting that we compensate
 21 that person, no, I'm not suggesting that. I
 22 had heard of companies that feel that it saves
 23 their community money, so they have
 24 compensated people for that.
 25 MR. CHESNEY: Yeah. I mean, if we had a

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1 broader amount of things to offer, then maybe
 2 we would say, "Okay, here's, you know, a
 3 thousand dollars or whatever towards it," but
 4 we don't really have anything else to offer.
 5 So, I mean, you know, we don't have life
 6 insurance or things that are part of a normal
 7 benefit package, so --
 8 CHAIRMAN RAGUSA: And, again, I --
 9 MR. CHESNEY: -- so that --
 10 CHAIRMAN RAGUSA: -- was hoping that
 11 Severn Trent had the ability to offer some
 12 other benefits, not certainly under a
 13 cafeteria type of plan.
 14 MR. MENDENHALL: Yeah.
 15 CHAIRMAN RAGUSA: Your organization is
 16 large enough that I have to believe you have
 17 access to reasonable short-term and long-term
 18 disability.
 19 MR. MENDENHALL: Well, we can go to the
 20 market for that stuff, but I don't think there
 21 would be anything that -- for example, pool
 22 off of what Severn Trent has.
 23 MR. CHESNEY: Yeah, it's just -- it
 24 would just be for this group, just for the
 25 employees.

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1 MR. MENDENHALL: Yeah. It probably
 2 would be pretty expensive.
 3 CHAIRMAN RAGUSA: Pretty expensive.
 4 MR. MENDENHALL: Yeah, I mean, I went
 5 down that road a couple months ago.
 6 CHAIRMAN RAGUSA: There is no master
 7 policies or any association policies?
 8 MR. MENDENHALL: Not that I've seen.
 9 You know, everybody -- every district that I
 10 have dealt with it's written separately, the
 11 policies for small groups of -- it's a good
 12 business opportunity for --
 13 MR. CHESNEY: How many employees are we
 14 talking about here?
 15 CHAIRMAN RAGUSA: For a number of years
 16 I've chaired the Florida Bar's Member Benefits
 17 Committee, and the Florida Bar has an
 18 association plan that provides all of those
 19 benefits; and they'll provide it to an
 20 individual lawyer or a two-man law firm or a
 21 one-lawyer firm, and you're all under that
 22 umbrella of the association's large group
 23 policy.
 24 MR. MENDENHALL: Yeah.
 25 CHAIRMAN RAGUSA: And I just know the

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1 CPAs have it, the doctors have it, everybody
 2 -- every professional trade organization has
 3 one of those master policies. And I just have
 4 to believe that there has got to be two
 5 million employees of property managers and
 6 CDDs.
 7 MR. MENDENHALL: I mean, there might be
 8 some sort of a state plan, and I don't know if
 9 the district can piggy-back off something like
 10 that. But as far as districts itself, believe
 11 me, that would make my life a lot easier.
 12 I mean, every time this comes up, we've
 13 got to go out into the market and get
 14 policies, you know, for small groups
 15 basically.
 16 CHAIRMAN RAGUSA: Okay.
 17 MR. MENDENHALL: But, you know, I --
 18 CHAIRMAN RAGUSA: Yeah. But if you can
 19 just take that one step further and confirm
 20 whether we can do it or we can't do it.
 21 MR. MENDENHALL: Sure. Yes. No
 22 problem.
 23 CHAIRMAN RAGUSA: My suggestion, go to
 24 market.
 25 MR. ZEIGLER: Is there a renewal date or

<p style="text-align: right;">Page 65</p> <p>1 an open enrollment date for our insurance 2 plans? 3 MS. WHYTE: October 1. 4 MR. MAYS: Uh-huh. 5 CHAIRMAN RAGUSA: Vehicles? Hearing no 6 desired changes. Vehicles? 7 MR. MENDENHALL: Okay. So this is -- on 8 the vehicles, once again, this is primarily, 9 at least, the bottom portion, A, B and C, is 10 what I understand is currently being done; and 11 above that, this is related to more of 12 information we found out. 13 There's -- when vehicles are used for 14 business purposes, that they have to be -- the 15 IRS tells us they have to be considered 16 income, so it's a very small taxable amount 17 that gets added on, but that's something 18 that's different. 19 MR. CHESNEY: That's just something we 20 weren't in compliance with. It's not really a 21 change in policy. Excuse me for a moment. 22 (Mr. Chesney leaves the room.) 23 MR. MENDENHALL: Correct. The thing is 24 we have listed here that any vehicles used by 25 employees and taken home should be used for</p>	<p style="text-align: right;">Page 67</p> <p>1 (inaudible) -- 2 MR. ARGUS: Okay. 3 MR. MENDENHALL: -- because, once again, 4 that's explaining what's in place. You know, 5 this is -- it's a working document, so I want 6 you to understand, you know, how it's being 7 used now, and then obviously you make the 8 decision on -- 9 MR. ARGUS: So it's going to be removed 10 from A, is what I'm hearing. 11 MR. MENDENHALL: That would be my 12 recommendation, only based on what I'm being 13 told from an insurance perspective. 14 I have a call in to find out 15 specifically if there is any flexibility with 16 that. I just haven't heard back yet. 17 CHAIRMAN RAGUSA: I thought the IRS 18 would allow you to allocate miles for personal 19 versus business. 20 MR. MENDENHALL: That, I'm not sure of. 21 CHAIRMAN RAGUSA: So you're saying from 22 a liability perspective. 23 MR. MENDENHALL: I'm talking from an 24 insurance perspective. An employee is out 25 shopping at Publix on their personal time, an</p>
<p style="text-align: right;">Page 66</p> <p>1 business purposes only. And that's something 2 that it's been explained to me that from a 3 liability perspective that's how it should be 4 handled. But those are the only -- 5 MR. ROSS: So do we have a total of 6 three vehicles? 7 MR. MENDENHALL: Yes, that's my 8 understanding. 9 CHAIRMAN RAGUSA: We have more vehicles 10 than that. 11 MR. MAYS: Yeah. We a total of four 12 vehicles. 13 MR. MENDENHALL: Three arrangements. 14 MR. MAYS: Three, right. 15 MR. MENDENHALL: Sorry. 16 CHAIRMAN RAGUSA: Is there any desire to 17 change those relationships? 18 MR. ARGUS: I'm a little bit confused by 19 what's written here. Up in the bolded area, 20 the second sentence says, "All personal use is 21 prohibited." But under "A," it says, 22 "Business and personal use." So if it's 23 prohibited, why do we allow it then? 24 MR. MENDENHALL: That's a very good 25 point. I'm sorry. A, B and C came before</p>	<p style="text-align: right;">Page 68</p> <p>1 accident happens. 2 Would the district policy cover them in 3 that instance, or would the district -- or 4 would the insurance say we only cover during 5 instances where it's being used for a work -- 6 related to that? 7 CHAIRMAN RAGUSA: Well, what do we do to 8 verify that the employees have current 9 driver's license and their own insurance? 10 MR. MAYS: All we do is check their 11 license when they're hired. But do we 12 periodically check them? No, we don't. 13 MR. ZEIGLER: So we won't know if they 14 have a DUI or a speeding ticket or anything 15 like that? 16 MR. MAYS: No. 17 CHAIRMAN RAGUSA: That's easy to find 18 out. 19 MR. MAYS: But, yeah, we can check. 20 MR. ZEIGLER: But we don't have a 21 process to monitor it. 22 MS. WHYTE: No, sir. 23 MR. ZEIGLER: The two '08 F-150s, who's 24 driving those? 25 MR. MAYS: Those are our two employees</p>

<p style="text-align: right;">Page 69</p> <p>1 that drive them. The one drives it strictly</p> <p>2 when it's his week to come clean the bathrooms</p> <p>3 and close -- and closes the parks.</p> <p>4 And the other one drives it for</p> <p>5 emergency -- in case of an after-hours</p> <p>6 emergency, and on his week to close the parks</p> <p>7 and do the bathrooms also.</p> <p>8 MR. ZEIGLER: So one guy is on call all</p> <p>9 the time, and he takes it home; it's</p> <p>10 constantly in use.</p> <p>11 MR. MAYS: Yes.</p> <p>12 MR. ZEIGLER: And the other one is</p> <p>13 grounded every other week?</p> <p>14 MR. MAYS: Correct.</p> <p>15 MR. ZEIGLER: How do we know they're</p> <p>16 using it strictly just to drive home?</p> <p>17 MR. MAYS: Well, we don't know, other</p> <p>18 than the program we bought from Ford, the</p> <p>19 tracking, if we ever wanted to check.</p> <p>20 MR. ZEIGLER: Is that working?</p> <p>21 MS. WHYTE: Oh, yeah. Oh, yeah.</p> <p>22 MR. MAYS: Yeah, it's activated -- as</p> <p>23 far as I know, it's still activated. Mine,</p> <p>24 the only reason mine is listed personal is</p> <p>25 because when I was hired, it's part of the</p>	<p style="text-align: right;">Page 71</p> <p>1 MR. MENDENHALL: Yes.</p> <p>2 CHAIRMAN RAGUSA: -- if you can figure</p> <p>3 out a good working solution. And I think we</p> <p>4 need to be open to all suggestions on how we</p> <p>5 equalize that, if we need to.</p> <p>6 MR. MENDENHALL: Okay.</p> <p>7 CHAIRMAN RAGUSA: Any other comments,</p> <p>8 gentlemen?</p> <p>9 (No response.)</p> <p>10 CHAIRMAN RAGUSA: Anybody from the crowd</p> <p>11 have any questions about this?</p> <p>12 (No response.)</p> <p>13 CHAIRMAN RAGUSA: All right. Andy, I'm</p> <p>14 going to go back up to our highest paid -- our</p> <p>15 second highest paid person out of here, our</p> <p>16 engineer.</p> <p>17 MS. STEWART: Okay. I have a few</p> <p>18 items. I did communicate with Erin today</p> <p>19 about our contract assignment. At the last</p> <p>20 meeting, I presented it to Andy, and I don't</p> <p>21 know, Erin, if you have --</p> <p>22 MS. McCORMICK: I reviewed it. It's</p> <p>23 very straightforward. It's just basically an</p> <p>24 acknowledgment that Wilson Miller was acquired</p> <p>25 by Stantec Consulting Services, and so the</p>
<p style="text-align: right;">Page 70</p> <p>1 package that I negotiated with Mr. Smith and,</p> <p>2 I'm assuming, negotiated with the board.</p> <p>3 And at the time it may have been -- he</p> <p>4 told me "Personal use, business use." But</p> <p>5 most of the time, I hardly ever use it for</p> <p>6 personal. Most of the time it's to get to</p> <p>7 work and back.</p> <p>8 Sometimes I do take some of the</p> <p>9 emergency calls. I guess I'd say most of the</p> <p>10 time it is very limited that I use it for</p> <p>11 personal use at home.</p> <p>12 CHAIRMAN RAGUSA: Andy, I think you need</p> <p>13 to meet with Doug on that.</p> <p>14 MR. MENDENHALL: Sure.</p> <p>15 CHAIRMAN RAGUSA: I hear you and I</p> <p>16 believe you, but you probably were told that</p> <p>17 as a benefit, and I don't want to -- I don't</p> <p>18 want to do anything that would jeopardize what</p> <p>19 you perceive to be an agreed compensation.</p> <p>20 But I think what I'm hearing is we may have</p> <p>21 insurance issues --</p> <p>22 MR. MAYS: Right.</p> <p>23 CHAIRMAN RAGUSA: -- with that practice,</p> <p>24 so I'll let the two of you talk about that and</p> <p>25 see --</p>	<p style="text-align: right;">Page 72</p> <p>1 relationship will now be with Stantec.</p> <p>2 That actually occurred back on July 23rd</p> <p>3 of 2010, and then the operations are now being</p> <p>4 carried on in the name of Stantec as of</p> <p>5 January 1 of 2013. And I think you talked to</p> <p>6 the board about the schedule of fees, which is</p> <p>7 attached to that.</p> <p>8 CHAIRMAN RAGUSA: Unless I'm mistaken,</p> <p>9 your fees have not gone up for a number of</p> <p>10 years.</p> <p>11 MS. STEWART: Right. When I came on</p> <p>12 board, it was 160; and when the economy</p> <p>13 tanked, I brought it down to 145; and then</p> <p>14 when it tanked again, I brought it down to</p> <p>15 135, and they asked me to bring it up to 145.</p> <p>16 So this is formal --</p> <p>17 MS. McCORMICK: There are some other</p> <p>18 professionals on here, but I assume you're the</p> <p>19 only one that ever --</p> <p>20 MS. STEWART: Yeah, it's typically me.</p> <p>21 MS. McCORMICK: Okay.</p> <p>22 CHAIRMAN RAGUSA: Do we need a motion to</p> <p>23 approve the contract?</p> <p>24 MS. McCORMICK: Yes, the assignment of</p> <p>25 the contract.</p>

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1 CHAIRMAN RAGUSA: Do we have a motion to
2 approve the assignment of the Westchase CDD
3 contract which was originally with Wilson
4 Miller, Inc., to Stantec Consulting Services,
5 Inc.?
6 MR. ARGUS: So move.
7 CHAIRMAN RAGUSA: Do we have a second?
8 MR. ZEIGLER: Second.
9 CHAIRMAN RAGUSA: Do we have any further
10 discussion? Mr. Ross.
11 MR. ROSS: I have a question. Is there
12 any issue about document retention? I would
13 think they have a lot of important documents
14 to the district.
15 MS. McCORMICK: I assume that Stantec is
16 still --
17 MS. STEWART: It's just a name change,
18 not a location change --
19 MS. McCORMICK: Right.
20 MS. STEWART: -- or a change in how we
21 store any of our documents. We're in the same
22 place.
23 CHAIRMAN RAGUSA: Going way back, we had
24 issues with the first primary engineers who
25 got the project out of the ground.

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1 I remember the Wilson Miller contract
2 specifically states that all of the documents
3 are the community's documents, that they would
4 be turned over if that relationship ended.
5 MS. STEWART: That would still be the
6 case.
7 (Mr. Chesney enters the room.)
8 CHAIRMAN RAGUSA: All right.
9 MS. STEWART: Take my word for it. It
10 would open up a lot of space.
11 MR. ROSS: I can imagine.
12 MS. STEWART: I want to keep them where
13 they are.
14 CHAIRMAN RAGUSA: Any further comments,
15 Tonja?
16 MS. STEWART: No.
17 CHAIRMAN RAGUSA: Okay. Any further
18 discussion?
19 (No response.)
20 CHAIRMAN RAGUSA: All in favor -- we're
21 approving the assignment of Wilson Miller to
22 Stantec.
23 MR. CHESNEY: Oh, sure.
24 CHAIRMAN RAGUSA: All in favor raise
25 your hand.

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1 (All board members signify in the
2 affirmative.)
3 CHAIRMAN RAGUSA: That motion passes
4 five to nothing.
5 (Motion passes.)
6 MS. STEWART: Thank you. If I can take
7 that with me signed, that would be great.
8 I did send the board information on
9 Saville Rowe and the two proposals that we
10 got, the one for the drainage improvement and
11 one for the roadway improvement. I also had a
12 conversation with Sonny to verify how much
13 money is available for the project.
14 And I think the bottom line is it
15 appears we do not have enough funds currently
16 to fund both projects. Now, just to discuss a
17 little bit in terms of the drainage
18 improvements -- Folkert is here. He did
19 present to the board a contractor proposal for
20 some improvements.
21 My concern at the time was these
22 improvements probably were just, you know,
23 throwing good money with the bad, so I thought
24 it was better for us to take a serious look at
25 how to fix the problems at hand, and we did

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1 that, and we got pricing for it.
2 Now that we don't have adequate funds
3 for it in the account, I guess I need some
4 direction from the board and maybe some
5 discussions with Folkert in terms of where do
6 we want to try to push this.
7 Do we want to try to accumulate some
8 money over another few more years? We're not
9 exactly timed to have the milling and
10 resurfacing done at this time, and I know we
11 were trying to combine these projects
12 together.
13 CHAIRMAN RAGUSA: Do you have a
14 recommendation?
15 MS. STEWART: Well, my recommendation is
16 -- is these drainage improvements need to be
17 done before you do the milling and
18 resurfacing; and, therefore, it would appear
19 to me that we need to wait until there are
20 adequate funds to be able to do these
21 projects.
22 MR. ARGUS: So what I'm hearing is, we
23 have the money to do the roadway improvement
24 and we shouldn't be spending that money on the
25 drainage?

<p style="text-align: right;">Page 77</p> <p>1 MS. STEWART: Yes, sir.</p> <p>2 MR. ARGUS: okay.</p> <p>3 MS. STEWART: I don't think you can.</p> <p>4 Right, Andy or Erin? I think there were</p> <p>5 restrictions on how the money can be spent.</p> <p>6 MR. ARGUS: And the quote we have from</p> <p>7 Biomass, I guess it was, that is just for the</p> <p>8 drain improvement?</p> <p>9 MS. STEWART: That is correct.</p> <p>10 MR. ARGUS: That does not include any of</p> <p>11 the roadway stuff?</p> <p>12 MS. STEWART: That's correct, the ATPL,</p> <p>13 in this, the proposal for the roadway</p> <p>14 improvements or the milling and resurfacing.</p> <p>15 CHAIRMAN RAGUSA: Sonny, you had a</p> <p>16 question.</p> <p>17 MS. WHYTE: I spoke to Alan just to</p> <p>18 briefly check, because we're not assessing</p> <p>19 Saville Rowe this year due to the original</p> <p>20 high fund balance. Their operating next year</p> <p>21 would be 9,248, give or take. That's what</p> <p>22 we're assessing, and that's what we're</p> <p>23 budgeting for this year.</p> <p>24 The total road resurf is 22,316. So</p> <p>25 that's what we -- 22,316, which is what we'll</p>	<p style="text-align: right;">Page 79</p> <p>1 nine. Let me just put it up.</p> <p>2 MS. STEWART: Sure. 9,000 is needed for</p> <p>3 operations for this year. So at least that's</p> <p>4 roughly at per a little cushion 49,000. The</p> <p>5 total --</p> <p>6 MS. WHYTE: We have a total fund balance</p> <p>7 as of October 1st, 2013 of 59,412.</p> <p>8 MS. STEWART: If you take the thirty and</p> <p>9 the twenty three, you're looking at \$53,000 is</p> <p>10 what is needed to complete the two projects.</p> <p>11 MR. KOELMAN: So we're \$4,000 short.</p> <p>12 MS. STEWART: Forgive me. You're \$4,000</p> <p>13 short.</p> <p>14 MR. ARGUS: But we can't use -- it's my</p> <p>15 understanding we can't use any of the money</p> <p>16 that's in the CDD accounts for the drainage</p> <p>17 improvements.</p> <p>18 MR. KOELMAN: Right. We had talked</p> <p>19 about last meeting that we're going to make the</p> <p>20 road improvement part of this, so that we</p> <p>21 could do the drainage while the road was going</p> <p>22 to be done. So I think we were going to --</p> <p>23 I think that the board suggested do the road</p> <p>24 improvements.</p> <p>25 MR. ARGUS: So I'm confused based on</p>
<p style="text-align: right;">Page 78</p> <p>1 have as of now, at the end of this year,</p> <p>2 because they're supposed to resurfaced in</p> <p>3 2015.</p> <p>4 So there is another \$3200 being assessed</p> <p>5 -- yeah, 3492, because the original -- the</p> <p>6 original road estimate was about twenty five</p> <p>7 -- \$25,000.</p> <p>8 MR. ARGUS: Okay.</p> <p>9 MS. WHYTE: So it is coming in less than</p> <p>10 what the original speculations were back in</p> <p>11 2007, Tonja?</p> <p>12 MS. STEWART: (Moves head up and down.)</p> <p>13 CHAIRMAN RAGUSA: How much are they</p> <p>14 short in that fund?</p> <p>15 MS. WHYTE: Well, right now, they have</p> <p>16 enough funds to do the -- to operate next year</p> <p>17 and to do the road -- to do the road. The</p> <p>18 balance is up to what you --</p> <p>19 CHAIRMAN RAGUSA: What's the deficit</p> <p>20 when you throw in the ancillary drainage</p> <p>21 improvements?</p> <p>22 MS. STEWART: I thought it was about ten</p> <p>23 grand. Sonny, I would like for -- my</p> <p>24 understanding was 59,000 is in the account.</p> <p>25 MS. WHYTE: I think roughly about fifty</p>	<p style="text-align: right;">Page 80</p> <p>1 what you initially said then.</p> <p>2 MS. STEWART: The direction that I was</p> <p>3 given at the last month's board meeting was,</p> <p>4 let's make these projects -- do these projects</p> <p>5 together. Let's make the drainage improvement</p> <p>6 as a result of the roadway improvements.</p> <p>7 MR. KOELMAN: Right.</p> <p>8 MS. STEWART: Okay. Okay. So,</p> <p>9 therefore, the only restriction of the use of</p> <p>10 the funds is what was allocated for the roads</p> <p>11 had to be used for the roads, and, of course,</p> <p>12 you have your annual operations cost.</p> <p>13 But the other -- that this was eligible</p> <p>14 to be spent with the money that would be</p> <p>15 remaining. Now -- and let me just tell the</p> <p>16 board. If we're down to -- if the board is</p> <p>17 willing to entertain the fact that we just</p> <p>18 have a \$4,000 difference here, in that the</p> <p>19 money could be used for this, I could probably</p> <p>20 redesign some of this to say 4,000, bid this</p> <p>21 out to another contractor and really push to</p> <p>22 get 4,000 trimmed off this.</p> <p>23 MR. ZEIGLER: Does the quote from the</p> <p>24 company for doing the grading and the water</p> <p>25 run-off issues, does that look like a</p>

<p style="text-align: right;">Page 81</p> <p>1 competitive type of bid?</p> <p>2 MS. STEWART: It is a competitive bid.</p> <p>3 It is a competitive bid.</p> <p>4 MR. ZEIGLER: What's (inaudible)?</p> <p>5 MS. STEWART: Well, the work is pretty</p> <p>6 steep. I mean -- I mean, when you're working</p> <p>7 in a developed condition, it just gets very</p> <p>8 complicated. That's why I don't like to just</p> <p>9 go get anybody to come in.</p> <p>10 When we made the improvements around the</p> <p>11 tennis courts, it's kind of a similar</p> <p>12 situation, it's very tedious work. But we</p> <p>13 would -- we prefer to use a contractor that</p> <p>14 we've used in the past that we know is going</p> <p>15 to do a good quality job.</p> <p>16 Under these circumstances, if we need to</p> <p>17 try to negotiate to bring it down, we'll go do</p> <p>18 what we do in the competitive bidding</p> <p>19 process.</p> <p>20 CHAIRMAN RAGUSA: Well, Andy, is there</p> <p>21 any prohibition from us using general funds to</p> <p>22 cover for the community and then assessing</p> <p>23 for that --</p> <p>24 MR. MENDENHALL: No.</p> <p>25 CHAIRMAN RAGUSA: -- that loan, so to</p>	<p style="text-align: right;">Page 83</p> <p>1 MR. ROSS: I move that we proceed just</p> <p>2 the way you summarized.</p> <p>3 CHAIRMAN RAGUSA: Okay. That's a</p> <p>4 motion. Do we have a second?</p> <p>5 (No response.)</p> <p>6 CHAIRMAN RAGUSA: I'll second it for</p> <p>7 discussion purposes then. Okay. Discussion</p> <p>8 then. Mr. Chesney.</p> <p>9 MR. CHESNEY: I don't have any</p> <p>10 discussion.</p> <p>11 CHAIRMAN RAGUSA: Mr. Zeigler.</p> <p>12 MR. ZEIGLER: I would say if you believe</p> <p>13 that the company's, you know, the one that</p> <p>14 needs to do that, have them tighten up their</p> <p>15 number, maybe cover up some of that gap, that</p> <p>16 \$4,000 gap.</p> <p>17 MS. STEWART: I'll -- I'll -- I'll</p> <p>18 squeeze it.</p> <p>19 CHAIRMAN RAGUSA: Mr. Argus.</p> <p>20 MR. ARGUS: Erin, what we're</p> <p>21 contemplating is something we could easily do?</p> <p>22 MS. MCCORMICK: I think it's a good</p> <p>23 solution to the problem --</p> <p>24 MR. ARGUS: Okay.</p> <p>25 MS. MCCORMICK: -- based on what we</p>
<p style="text-align: right;">Page 82</p> <p>1 speak?</p> <p>2 MR. MENDENHALL: Yeah, you can pay it</p> <p>3 back. Yeah, you have that opportunity.</p> <p>4 CHAIRMAN RAGUSA: I don't want to short</p> <p>5 the project, unless you think you can get a</p> <p>6 reduced bid from the contractor. I don't want</p> <p>7 to -- I don't want to go cheap on this. If</p> <p>8 we're going to fix it, let's fix it.</p> <p>9 MS. STEWART: Well -- and that's why I</p> <p>10 went to the extensive design that I did. I</p> <p>11 was like there is no reason to keep trying to</p> <p>12 put a Band-Aid on this. We need to cut to the</p> <p>13 chase.</p> <p>14 CHAIRMAN RAGUSA: The residents agree.</p> <p>15 Am I right?</p> <p>16 MR. KOELMAN: Yes.</p> <p>17 CHAIRMAN RAGUSA: We can use general</p> <p>18 funds to cover any shortfall. We can assess</p> <p>19 the community for that loan next year, that's</p> <p>20 next fiscal year. It's \$4,000 over how many</p> <p>21 units?</p> <p>22 MR. KOELMAN: 36.</p> <p>23 CHAIRMAN RAGUSA: That's not that</p> <p>24 great. What are you guys inclined to do?</p> <p>25 Mr. Ross.</p>	<p style="text-align: right;">Page 84</p> <p>1 talked about.</p> <p>2 MR. ARGUS: All right. Then I have no</p> <p>3 comments.</p> <p>4 CHAIRMAN RAGUSA: Any further comments</p> <p>5 from anybody?</p> <p>6 (No response.)</p> <p>7 CHAIRMAN RAGUSA: All in favor please</p> <p>8 raise your hands.</p> <p>9 (All board members signify in the</p> <p>10 affirmative.)</p> <p>11 CHAIRMAN RAGUSA: That motion passes</p> <p>12 five to nothing.</p> <p>13 (Motion passes.)</p> <p>14 CHAIRMAN RAGUSA: Anything else?</p> <p>15 MS. STEWART: Yes, sir. I have a couple</p> <p>16 more things.</p> <p>17 CHAIRMAN RAGUSA: All right.</p> <p>18 MR. ARGUS: Yeah. What sort of time</p> <p>19 line are we talking about?</p> <p>20 MS. STEWART: Well, I think Folkert will</p> <p>21 be very happy. I was able to bring this</p> <p>22 month, so we kind of turned it around, that's</p> <p>23 why it's the whole competitive bidding thing,</p> <p>24 to go through that process.</p> <p>25 So I would say after the first of the</p>

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1 year, I'll tighten the numbers, I'll get a
 2 couple other bidders involved and see if we
 3 can't get it done cheaper and get with Folkert
 4 and try to get it started at the beginning of
 5 the year.
 6 That way, we'll be in the dry season.
 7 It will be a little easier to do.
 8 MR. KOELMAN: Yeah. Excellent.
 9 MS. STEWART: So it will work out in
 10 terms of schedule. I would say it might take
 11 about four weeks to complete.
 12 MR. KOELMAN: Okay.
 13 MS. STEWART: The next item I have is in
 14 regards to the proposal from the Gilligans on
 15 their wall. I did send out a little sketch
 16 showing where our easement is.
 17 I know Doug sent some photographs out.
 18 I wanted to kind of talk a little about in the
 19 past few meetings, what I have explained to
 20 the board, is that the sump was designed on
 21 private property in an easement. Okay?
 22 It was designed almost to touch these
 23 houses, designed five feet off of these
 24 houses. The sump, as shown in this aerial and
 25 as it is in the field today, does not meet the

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1 way it was designed; and it did meet the way
 2 it was designed when we discussed this a few
 3 months ago.
 4 One of things we wanted to do through
 5 the rainy season was kind of monitor its
 6 operation, to make sure that even though it
 7 wasn't built as designed, it wasn't going to
 8 give us any operation or functioning
 9 problems.
 10 And we've been through the rainy
 11 season. Since last year, we did all that
 12 downstream improvements. It does appear to be
 13 functioning acceptably. Okay?
 14 What happened was, when I pulled this
 15 aerial and then I looked at a current
 16 Hillsborough County aerial, I noted that the
 17 area in the corner had been filled in.
 18 In communication with Sonny and with
 19 Doug and with Biomass, it appears to me that
 20 in 2010 when we did the erosion repair work,
 21 it appears that the Gilligans paid them to
 22 fill in a portion of the sump to make their
 23 yard larger. I think that's basically the
 24 bottom line.
 25 So what's happened is, the slope that

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1 was constructed as part of that filling
 2 operation, it is impossible to prevent erosion
 3 on a slope in that condition, particularly
 4 when there is water there. The depth of that
 5 fill probably was, you know, four to five
 6 feet, and two of that -- two, to two and a
 7 half feet of that is under water.
 8 You can never construct a slope under
 9 water that was going to be stable. So the
 10 washout that we're beginning to see now that
 11 is along their fence line, I'm not necessarily
 12 sure that that fence had been along the slope
 13 that was eroding originally versus a fill
 14 condition that was placed there, that we
 15 wouldn't have the same problems.
 16 But the fact of the matter is two
 17 things. It's still functioning acceptably, so
 18 I don't see the need to go back and ask
 19 anybody to remove the fill. Okay?
 20 Doug and I have talked extensively about
 21 the wall design, and it's my professional
 22 opinion that the contractor who's going to be
 23 -- or who has proposed on the wall is a
 24 structurally sound and reasonably designed
 25 wall.

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1 I do not believe we would see a failure
 2 if the water levels fluctuate in that sump
 3 over time. I think that it is a very nice
 4 wall. It was very well designed. So,
 5 therefore, I'll let Doug kind of speak to your
 6 opinion, too.
 7 I know they were going to provide a path
 8 to have access around the sump with this
 9 wall. Whether we split the costs or however
 10 you want to do it is for you, as a board, to
 11 decide, I guess. Doug.
 12 MR. MAYS: Yeah. The wall -- the
 13 construction of the wall would make it easier
 14 for us to get to the back point. The company
 15 that is bidding the wall says we can drive a
 16 tractor on it.
 17 It doesn't -- wouldn't recommend a dump
 18 truck, but you can drive a tractor on it. So
 19 it's pretty heavy duty, which means we'll be
 20 able to get back there a little bit easier,
 21 too.
 22 So I guess the real decision is if the
 23 board is inclined to split the cost with the
 24 Gilligans, and, you know, it's entirely up to
 25 you all. I really don't have a recommendation

<p style="text-align: right;">Page 89</p> <p>1 on that. I couldn't tell you what any of the</p> <p>2 five of you all are thinking. But the wall</p> <p>3 seems necessary.</p> <p>4 CHAIRMAN RAGUSA: For clarification,</p> <p>5 you're talking a seawall.</p> <p>6 MR. MAYS: Basically a retention wall.</p> <p>7 CHAIRMAN RAGUSA: The base of the wall</p> <p>8 would be in the water.</p> <p>9 MS. STEWART: It's a wooden -- a wooden</p> <p>10 -- a wooden retaining wall is what I would say</p> <p>11 that it is.</p> <p>12 MR. MAYS: Yes.</p> <p>13 CHAIRMAN RAGUSA: Okay.</p> <p>14 MR. MAYS: The pylons would be what</p> <p>15 was in the wall, and then they go on the other</p> <p>16 side between the pylon and the surface.</p> <p>17 CHAIRMAN RAGUSA: Okay. Mr. Zeigler.</p> <p>18 MR. ZEIGLER: Two questions. Is the</p> <p>19 retaining wall going to come out into the</p> <p>20 waterway, and then thus be filled in more,</p> <p>21 because there is a fence line?</p> <p>22 When I walked over here and took a look</p> <p>23 at the property, the fence line is really</p> <p>24 tight to the water. You can't get anything</p> <p>25 through there, even if you remove the</p>	<p style="text-align: right;">Page 91</p> <p>1 if you look at my little map, you'll see how I</p> <p>2 have the blue line. The blue line is our</p> <p>3 easement. We have an easement over their</p> <p>4 property.</p> <p>5 MR. ZEIGLER: Are you saying if you draw</p> <p>6 a line from the street, is it going to go cut</p> <p>7 right through the middle of the sump?</p> <p>8 MS. STEWART: That is correct.</p> <p>9 MR. ZEIGLER: And that's their</p> <p>10 property?</p> <p>11 MS. STEWART: That is their property.</p> <p>12 CHAIRMAN RAGUSA: It follows that white</p> <p>13 fence line, doesn't it?</p> <p>14 MS. STEWART: It does. It does.</p> <p>15 MR. MAYS: Yeah.</p> <p>16 MR. ZEIGLER: My general thought</p> <p>17 process, if they spent the money to fill in</p> <p>18 and add a side yard, that they can step in and</p> <p>19 resolve the issue of the erosion and pay for</p> <p>20 the seawall. That's my general thought</p> <p>21 process.</p> <p>22 MR. CHESNEY: That's mine then, too,</p> <p>23 because obviously he has information.</p> <p>24 CHAIRMAN RAGUSA: Do we have a motion?</p> <p>25 MR. ARGUS: I'll make that motion.</p>
<p style="text-align: right;">Page 90</p> <p>1 vegetation, so that's --</p> <p>2 MS. STEWART: You are correct. It's</p> <p>3 going to have to be filled to allow for it.</p> <p>4 They're not going to move their fence to</p> <p>5 provide access. They're going to have to fill</p> <p>6 to --</p> <p>7 MR. ZEIGLER: Meaning this, we're going</p> <p>8 to reduce the size of the sump even more,</p> <p>9 because when I went and looked at it,</p> <p>10 comparing it to the original map, this is a</p> <p>11 very small-looking body of water versus what</p> <p>12 the map is.</p> <p>13 They filled in -- and I would challenge</p> <p>14 the drawing on here. They filled in more than</p> <p>15 what's drawn on here. It's a nice side yard.</p> <p>16 MS. STEWART: I did an aerial</p> <p>17 interpretation from the current property</p> <p>18 appraiser's website, and that's what it</p> <p>19 delineates it as.</p> <p>20 MR. ZEIGLER: The other concern I have</p> <p>21 is, is that part of their survey of their</p> <p>22 property? Does their survey run into the</p> <p>23 waterway?</p> <p>24 MS. STEWART: They do. The property</p> <p>25 line goes through the middle of the sump. And</p>	<p style="text-align: right;">Page 92</p> <p>1 MR. CHESNEY: Well, do we need a motion</p> <p>2 if we're not going to do anything?</p> <p>3 MR. MAYS: I've been giving them</p> <p>4 permission to --</p> <p>5 MS. McCORMICK: We've got an easement.</p> <p>6 Right?</p> <p>7 MR. CHESNEY: We have a motion</p> <p>8 currently, because you said --</p> <p>9 MS. McCORMICK: Maybe you should go back</p> <p>10 to them with that information --</p> <p>11 MR. ARGUS: Okay.</p> <p>12 MS. McCORMICK: -- if you're not going</p> <p>13 to pay for it and see what they want to</p> <p>14 request of the board. I don't know that you</p> <p>15 have -- they haven't made a proposal to do the</p> <p>16 retaining wall at their expense, have they?</p> <p>17 CHAIRMAN RAGUSA: Not that I'm aware of.</p> <p>18 MR. MAYS: Originally, they thought that</p> <p>19 they were going to have to.</p> <p>20 MS. McCORMICK: Oh, they did. Okay.</p> <p>21 MR. MAYS: And then we brought the</p> <p>22 information to the board. I guess we didn't</p> <p>23 have all this information at the time, so the</p> <p>24 board was inclined -- since we have that</p> <p>25 easement, was inclined to look at possibly</p>

<p style="text-align: right;">Page 93</p> <p>1 paying. That's why they wanted more pictures 2 and more information, which, with this new 3 information, this is the results. 4 MS. McCORMICK: Then I guess the board 5 can go ahead and, you know, authorize them to 6 do the retaining wall at their own expense, if 7 they wanted to do that. 8 CHAIRMAN RAGUSA: Tonja, you signed off 9 on that engineering design? 10 MS. STEWART: I'm not a structural 11 engineer. Okay. I just -- from looking at 12 doing a lot of retaining walls, the fact that 13 they are putting the columns in, I think eight 14 foot below ground, I'm comfortable. 15 My biggest issue is making sure that the 16 height of the wall is adequate so that as the 17 water level goes up and down it doesn't erode 18 underneath it. That has been addressed. 19 MR. ARGUS: It's my understanding it's 20 their property. So why do we -- 21 MS. McCORMICK: We have -- but don't we 22 have easement over it? 23 MS. STEWART: We have an easement. 24 MS. McCORMICK: We have an easement, so 25 they would be constructing within our easement</p>	<p style="text-align: right;">Page 95</p> <p>1 that conversation with them. 2 MR. CHESNEY: Yeah, that's the part 3 that's a little more interesting. 4 MR. ARGUS: Who was the contractor? 5 MS. STEWART: The same contractor that I 6 have the proposal for to do this. 7 MR. CHESNEY: Well, they're 8 professionals. 9 MS. STEWART: Yeah, I've had that 10 conversation. 11 MR. BARRETT: She just stated -- I don't 12 know if you heard -- this is the same 13 contractor she's dealing with now. 14 CHAIRMAN RAGUSA: I heard. 15 MR. ARGUS: Yeah. 16 MR. BARRETT: Okay. 17 MR. ROSS: And when I say do we have a 18 claim with -- do we have a claim against the 19 contractor? 20 CHAIRMAN RAGUSA: Something Erin can 21 think about. 22 UNIDENTIFIED SPEAKER: Maybe that 23 contractor can check the wall. 24 CHAIRMAN RAGUSA: Yeah, it's kind of the 25 homeowner asking their co-conspirator, and I</p>
<p style="text-align: right;">Page 94</p> <p>1 area. 2 MR. ARGUS: And that easement is for 3 access. Right? 4 MS. STEWART: It is for drainage. 5 MR. ARGUS: For drainage. 6 MS. STEWART: Bob, you can look at that 7 area in blue right there. 8 MR. ARGUS: Right. It's drainage as 9 well as our access to get around the pond. 10 MS. STEWART: Yeah. 11 MR. ARGUS: Okay. 12 MR. CHESNEY: So we have to give them 13 approval then. 14 MR. ROSS: And to Bob's point, when they 15 did the original fill-in to create their side 16 yard, they should have come to us, Erin, to 17 get our permission to do that work and to the 18 extent it was on our easement. 19 MS. McCORMICK: Right. 20 MR. ROSS: Okay. 21 CHAIRMAN RAGUSA: Well, I'm troubled 22 that our subcontractor -- or our contractor 23 was used by a resident to change the drainage 24 system that they were hired to fix. 25 MS. STEWART: I've -- I've -- I've had</p>	<p style="text-align: right;">Page 96</p> <p>1 don't use that in a bad sense to chip in. 2 Well, we have a motion. I don't know 3 that we need the motion. I think if -- 4 MR. ARGUS: I'll withdraw the motion. 5 CHAIRMAN RAGUSA: -- we want to send a 6 -- I think we can send a clear message to the 7 resident that we're not going to compensate or 8 pay for any of these repairs. If you want to 9 undertake the repairs, you need to do it 10 through sound engineering principles and you 11 need to come seek approval from us because we 12 have an easement. Am I right, Erin? 13 MS. McCORMICK: Yeah. Do you -- I mean, 14 Doug, do you want to have that conversation 15 with them, or do you feel like at this point 16 we need to do anything more formal than that? 17 MR. MAYES: I could have the conversation 18 with them. I'm -- after seeing this 19 information, I think he needs to know what the 20 board's reasoning is for not wanting to pick 21 up half the tab would be. 22 So I don't have a problem talking to him 23 and telling him exactly why. 24 CHAIRMAN RAGUSA: I'm surprised I'm not 25 hearing a motion that we would remove a</p>

1 portion, but -- all right. So the motion was
 2 withdrawn?
 3 MR. ARGUS: Was that your motion, that
 4 we --
 5 CHAIRMAN RAGUSA: I did not make that
 6 motion.
 7 MR. ARGUS: Okay.
 8 MS. STEWART: The last item I have is
 9 with regard to the street lights. We just
 10 received the final pay application for the
 11 completion of the street lights.
 12 I've given Doug as-built documents,
 13 records, drawings, as well as executed pay
 14 application study to send over to them. I
 15 just wanted to make sure that obviously your
 16 operation and maintenance -- the next thing
 17 we'll do is make sure we have full operation
 18 and maintenance, understanding what needs to
 19 be done to those lights.
 20 CHAIRMAN RAGUSA: Mr. Chesney.
 21 MR. CHESNEY: Is that the analysis that
 22 was provided by Severn Trent representative of
 23 the final pay application?
 24 MR. MENDENHALL: The analysis that we
 25 wound doing was related to everything with the

1 contracts and not including that have been
 2 paid out of Harbor Links so far, so --
 3 MR. CHESNEY: Right. I understood that
 4 part. But it is --
 5 MR. MENDENHALL: So it should include
 6 that.
 7 MR. CHESNEY: -- but that includes the
 8 final.
 9 MR. MENDENHALL: Yeah.
 10 MR. CHESNEY: Okay. I just wanted to
 11 make sure there was no --
 12 MR. MENDENHALL: Yeah, because that's
 13 basically the final payment from the
 14 contractor itself.
 15 MR. CHESNEY: Right. Yeah. To simplify
 16 my question, there's no change orders, so that
 17 analysis is correct?
 18 MR. MENDENHALL: Well, we have some
 19 additional info. Sonny has together a list of
 20 the all-in cost, so we're going to sit down
 21 and look --
 22 MR. CHESNEY: That needs to be redone.
 23 MR. MENDENHALL: Yeah.
 24 MR. CHESNEY: Okay.
 25 MR. MENDENHALL: We need to make sure we

1 have the right figures.
 2 CHAIRMAN RAGUSA: But the rough numbers
 3 aren't going to change much from the analysis
 4 you got on the three-, four-, five-year
 5 payout.
 6 MR. MENDENHALL: Right.
 7 CHAIRMAN RAGUSA: Nancy Sells is here.
 8 You're still the voting member for Harbor
 9 Links?
 10 MS. SELLS: Uh-huh.
 11 CHAIRMAN RAGUSA: So you wear two hats?
 12 MS. SELLS: Uh-huh.
 13 CHAIRMAN RAGUSA: And I had passed this
 14 information onto Nancy. I don't know if she
 15 got it from Andy directly. But I think the
 16 community needs to understand what these rough
 17 numbers are in terms of a per unit assessment,
 18 depending on the time period that the CDD
 19 seeks the repayment.
 20 You can see, based on what -- these are
 21 low numbers. They're going to go up a little
 22 bit, not a whole lot. The three-year payback
 23 was \$470.27, the four-year payback period was
 24 \$352.70, the five-year payback was \$282.16,
 25 and that is per unit in the Harbor Links

1 Estates.
 2 I would like to seek input from the
 3 residents. I know that there is a Harbor
 4 Links community meeting on January 6.
 5 MS. SELLS: Right.
 6 CHAIRMAN RAGUSA: Can you raise this for
 7 discussion at that meeting --
 8 MS. SELLS: Sure.
 9 CHAIRMAN RAGUSA: -- and get the general
 10 consensus of the community? I suspect I know
 11 what the community is going to say, always the
 12 lower payments people will pick. But, you
 13 know, I guess we need to decide, you know, is
 14 anybody inclined on any particular pay
 15 period?
 16 MR. ARGUS: Just looking at the budget,
 17 they're currently -- for the last few years,
 18 they've been paying at about the four-year
 19 level. So if they chose that, assuming it
 20 goes up only slightly, they'd be still saving
 21 a little bit of money from what they have been
 22 -- they're used to paying.
 23 MR. CHESNEY: You mean because of the
 24 bond repayment?
 25 MR. ARGUS: No. Because of they're

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1 paying \$66,000 --

2 MR. CHESNEY: On the gas cost.

3 MR. ARGUS: -- on the gas cost.

4 MR. CHESNEY: My point is, they're

5 paying less currently than they were a couple

6 of years ago.

7 MR. ARGUS: Right.

8 MR. CHESNEY: I thought the three-year

9 payout was fine. Whatever -- we don't have to

10 decide --

11 MR. ARGUS: No.

12 MR. CHESNEY: -- until we do the budget,

13 so --

14 CHAIRMAN RAGUSA: That's true.

15 Mr. Barrett.

16 MR. BARRETT: I'm just -- I'm trying to

17 follow. Do these numbers take into

18 consideration the gas savings already?

19 MR. CHESNEY: No.

20 MR. BARRETT: So they could potentially

21 have no real increase in costs?

22 MR. CHESNEY: Correct.

23 MR. ARGUS: Yeah. Yeah.

24 CHAIRMAN RAGUSA: The gas is offset some

25 by the minimal electrical use and the other

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1 maintenance.

2 MR. BARRETT: Right.

3 MR. CHESNEY: I don't think the savings

4 for gas were quite that much.

5 CHAIRMAN RAGUSA: It should be

6 regardless of what the payback period, the

7 increase should be minimal.

8 MR. CHESNEY: How many units -- yeah. I

9 think the gas cost is only like 50 bucks per

10 unit or something.

11 CHAIRMAN RAGUSA: Anything else on that

12 issue?

13 MS. STEWART: I'm done. That's all of

14 my report. Thank you.

15 CHAIRMAN RAGUSA: Do we have a

16 maintenance schedule?

17 MS. STEWART: I believe we're going to

18 be working on that. There's operation and

19 maintenance in this notebook. And I had asked

20 Doug. It sounded like to me that you're still

21 working with the contractor getting some --

22 MR. MAYS: Yeah. Yeah. We picked up

23 warranty issues already, and we're still

24 working with them on this stuff.

25 MS. STEWART: And I'm going to give --

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1 I'm going to give Andy all these final

2 releases of liens and that kind of stuff, so

3 we can follow on those, too.

4 MS. WHYTE: I have the original

5 documents.

6 CHAIRMAN RAGUSA: Do we have finals for

7 everybody?

8 MS. STEWART: The only one there was, I

9 guess there is an outstanding payment to

10 Theta, and there is an acknowledgment that

11 there is an outstanding payment to Theta.

12 CHAIRMAN RAGUSA: That they're going to

13 deliver a final waiver? Have they delivered

14 one with their payout?

15 MS. STEWART: They have. The

16 contractor's financial affidavit with all

17 lieners under the undersigned direct

18 contractors are paid in full, except for those

19 parties listed. So they have an exception,

20 so --

21 CHAIRMAN RAGUSA: Theta is the one

22 exception?

23 MS. STEWART: Yeah. And Continental

24 Manufacturing, which is doing business as

25 Solar (inaudible) Lighting.

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1 So I guess what we could do is -- Erin,

2 what do you suggest? Hold the check, give

3 them the check, and then ask them to --

4 MS. McCORMICK: Yeah. I think we need

5 the lien releases before we --

6 MS. WHYTE: I'll hold the last payment

7 with --

8 CHAIRMAN RAGUSA: You should --

9 MS. STEWART: Yeah. What I'll do is,

10 I'll leave the --

11 CHAIRMAN RAGUSA: You can't lien the

12 property.

13 MS. STEWART: Yes. I'll leave the

14 payout application with Doug and with Sonny,

15 and then I'll call Dave Sumner and I talk to

16 him at the lien releases.

17 CHAIRMAN RAGUSA: Okay.

18 MR. CHESNEY: Had that issue at my house

19 once. I never thought about that.

20 CHAIRMAN RAGUSA: Anything else, Tonja?

21 MS. STEWART: No. That's it.

22 CHAIRMAN RAGUSA: Thank you so much.

23 MS. STEWART: Uh-huh. Happy holidays.

24 CHAIRMAN RAGUSA: Same to you.

25 (Ms. Stewart leaves the room.)

<p style="text-align: right;">Page 105</p> <p>1 CHAIRMAN RAGUSA: Andy, back to you.</p> <p>2 MR. MENDENHALL: The only other item</p> <p>3 I had was the Harbor Links, which is what we</p> <p>4 just talked about.</p> <p>5 CHAIRMAN RAGUSA: Erin, counselor's</p> <p>6 report.</p> <p>7 MS. McCORMICK: And I don't have</p> <p>8 anything.</p> <p>9 CHAIRMAN RAGUSA: Short and sweet.</p> <p>10 MS. McCORMICK: Anybody have anything</p> <p>11 for me?</p> <p>12 (No response.)</p> <p>13 CHAIRMAN RAGUSA: Field manager's</p> <p>14 report. I'm sorry. Mr. Argus has a</p> <p>15 question.</p> <p>16 MR. ARGUS: Where do we stand on the</p> <p>17 baskets for the storm drains?</p> <p>18 MS. McCORMICK: The agreement's been</p> <p>19 approved.</p> <p>20 MS. WHYTE: We've got it all working.</p> <p>21 I've got them -- I've got the map going to the</p> <p>22 company. They've got -- the price has gone up</p> <p>23 a little bit from originally three, four years</p> <p>24 ago, but they're working on -- they've already</p> <p>25 reduced the price to a certain amount and</p>	<p style="text-align: right;">Page 107</p> <p>1 donations, I just read.</p> <p>2 CHAIRMAN RAGUSA: Have we ever been</p> <p>3 asked to do an overnight event?</p> <p>4 MS. WHYTE: No. Well, since I've been</p> <p>5 here, that's the first event.</p> <p>6 CHAIRMAN RAGUSA: Yeah, I don't remember</p> <p>7 that.</p> <p>8 MR. MAYS: No, I don't think so.</p> <p>9 MS. WHYTE: My concern is security.</p> <p>10 MR. ARGUS: Well, are there additional</p> <p>11 liabilities?</p> <p>12 MR. CHESNEY: Well, I think we did it</p> <p>13 for Relay for Life.</p> <p>14 MS. WHYTE: Oh. We didn't do it on our</p> <p>15 property. It was done at the school.</p> <p>16 MR. CHESNEY: I know, but originally we</p> <p>17 had offered, because they approached us.</p> <p>18 MS. WHYTE: Oh, I didn't know that.</p> <p>19 That was before my time.</p> <p>20 MR. CHESNEY: Yes. So technically --</p> <p>21 MS. WHYTE: It's -- I have concerns.</p> <p>22 Security overnight at the park.</p> <p>23 MR. ZEIGLER: Which park?</p> <p>24 MR. MAYS: She didn't say.</p> <p>25 MS. WHYTE: I don't think she said. I</p>
<p style="text-align: right;">Page 106</p> <p>1 installation, and they're in the process of</p> <p>2 designing the size and the inlets and all of</p> <p>3 that. So it's in the works.</p> <p>4 MR. ARGUS: Thank you.</p> <p>5 CHAIRMAN RAGUSA: Anything else for</p> <p>6 counsel?</p> <p>7 (No response.)</p> <p>8 CHAIRMAN RAGUSA: Okay. Doug.</p> <p>9 MR. MAYS: I just have a couple of</p> <p>10 requests that I'm sure you've received the</p> <p>11 paperwork on. So the one on the mayor's</p> <p>12 program, the lady that wants to do the sleep-</p> <p>13 in in one of our parks.</p> <p>14 I don't know if these are the kind of</p> <p>15 things you want us to make decisions on.</p> <p>16 Sonny really doesn't want to.</p> <p>17 And the other is a free yoga class. The</p> <p>18 lady wants to give back to the community. So</p> <p>19 is that something you want us to make</p> <p>20 decisions on, too? It's not a fund-raiser,</p> <p>21 it's not raising money. She just wants to</p> <p>22 give back to the community, she says.</p> <p>23 So I don't know if that means she's</p> <p>24 leading to something, but --</p> <p>25 MS. WHYTE: She's willing to accept</p>	<p style="text-align: right;">Page 108</p> <p>1 think she was looking at Glendcliff because of</p> <p>2 the size. I didn't ask her too many questions</p> <p>3 simply because it was coming in just as I was</p> <p>4 submitting it out to you.</p> <p>5 I do -- you know, it says the mayor's</p> <p>6 counsel. I would presume that's the City of</p> <p>7 Tampa.</p> <p>8 MR. CHESNEY: Well, they're doing it for</p> <p>9 lots of different parks.</p> <p>10 MS. WHYTE: Are they?</p> <p>11 MR. CHESNEY: Yeah.</p> <p>12 MS. WHYTE: Okay.</p> <p>13 MR. CHESNEY: I know they're doing it</p> <p>14 for Curtis Hixon.</p> <p>15 MS. WHYTE: Yeah.</p> <p>16 CHAIRMAN RAGUSA: That's a city park.</p> <p>17 MS. WHYTE: And due to the fact that</p> <p>18 she's looking at that it from this</p> <p>19 perspective, she used to live up here and</p> <p>20 knows the community well --</p> <p>21 MR. MAYS: Students and residents will</p> <p>22 be involved, so --</p> <p>23 MS. WHYTE: Yeah. Wasn't sure this was</p> <p>24 something you wanted to undertake.</p> <p>25 CHAIRMAN RAGUSA: I am hesitant to do an</p>

<p style="text-align: right;">Page 109</p> <p>1 overnight function in our parks which are</p> <p>2 closed from dusk to dawn. I can think of a</p> <p>3 lot of people who would like to use Glenclyff</p> <p>4 park for overnight activities. So it's -- I</p> <p>5 think it's a dangerous practice.</p> <p>6 I think they still need to be taken on a</p> <p>7 case-by-case basis. But I think once we go</p> <p>8 down that road, we're going to get a lot of</p> <p>9 requests for overnight activities.</p> <p>10 MR. ZEIGLER: I agree.</p> <p>11 MR. ROSS: (Moves head up and down.)</p> <p>12 CHAIRMAN RAGUSA: Do we have consensus</p> <p>13 on that?</p> <p>14 MR. ARGUS: (Moves head up and down.)</p> <p>15 CHAIRMAN RAGUSA: We can let staff</p> <p>16 address that one.</p> <p>17 MS. WHYTE: Thank you.</p> <p>18 CHAIRMAN RAGUSA: Thank you, Staff.</p> <p>19 MS. WHYTE: Appreciate that.</p> <p>20 CHAIRMAN RAGUSA: The other one is a</p> <p>21 yoga class?</p> <p>22 MS. WHYTE: A yoga instructor. They are</p> <p>23 -- they've done it. And it's something that</p> <p>24 -- apparently yoga's philosophy is you give</p> <p>25 back to the community. And they would like to</p>	<p style="text-align: right;">Page 111</p> <p>1 on.</p> <p>2 (Multiple speakers speaking at once.)</p> <p>3 CHAIRMAN RAGUSA: Andy.</p> <p>4 MR. MENDENHALL: Typically when a vendor</p> <p>5 comes in and offers some sort of fitness or</p> <p>6 exercise class, we require the district to be</p> <p>7 named on the insurance for your protection</p> <p>8 liability-wise. So I know this is a case</p> <p>9 where it's not a business, so it actually</p> <p>10 probably causes more liability issues.</p> <p>11 MR. CHESNEY: Well, I think it's not any</p> <p>12 different than a bunch of people getting</p> <p>13 together and doing yoga at the park.</p> <p>14 MR. MENDENHALL: Unless you sanction it</p> <p>15 at this meeting.</p> <p>16 MR. CHESNEY: Right. That's why I'm</p> <p>17 suggesting --</p> <p>18 MR. MENDENHALL: Yeah.</p> <p>19 MR. CHESNEY: I never -- I didn't say</p> <p>20 that, but my suggestion is that we don't</p> <p>21 actually sanction it, but she wants to get</p> <p>22 together and have yoga in the park, good for</p> <p>23 her. There is no ban against yoga.</p> <p>24 CHAIRMAN RAGUSA: Mr. Ross.</p> <p>25 MR. ROSS: I suggest that the request</p>
<p style="text-align: right;">Page 110</p> <p>1 just have free yoga classes in the park for</p> <p>2 anybody who wants to come.</p> <p>3 MR. ZEIGLER: Overnight.</p> <p>4 MS. WHYTE: Not overnight. Hours are</p> <p>5 between ten and eleven in the morning, if</p> <p>6 anybody would like to take a break and</p> <p>7 attend. They did ask for one permission, if</p> <p>8 you opted to allow them to do that, is place</p> <p>9 some banners to let them know that there will</p> <p>10 be free classes, yoga classes, and they are</p> <p>11 residents in West Park Village.</p> <p>12 CHAIRMAN RAGUSA: Do they have a</p> <p>13 business?</p> <p>14 MS. WHYTE: No.</p> <p>15 CHAIRMAN RAGUSA: Mr. Argus.</p> <p>16 MR. ARGUS: I think traditionally that</p> <p>17 sort of activity has been done at the swim and</p> <p>18 tennis center. I don't know why --</p> <p>19 MR. CHESNEY: I think they like to do it</p> <p>20 in the park.</p> <p>21 MS. WHYTE: It's very popular.</p> <p>22 MR. CHESNEY: It's very calming. You</p> <p>23 guys -- you guys have to get a little hipper</p> <p>24 here.</p> <p>25 MS. WHYTE: There is a lot of yoga going</p>	<p style="text-align: right;">Page 112</p> <p>1 should be steered toward the Westchase</p> <p>2 Recreational Center. They have a facility</p> <p>3 there, they have restrooms, there is a nice</p> <p>4 park behind there.</p> <p>5 We're just opening up, like you said, a</p> <p>6 can of worms, once we start down this path,</p> <p>7 whether it's insurance, whether it's</p> <p>8 liability, whether we're bringing people who</p> <p>9 are competing with tenants who are already in</p> <p>10 commercial property. It just gets a little</p> <p>11 bit sticky.</p> <p>12 So I think we should just say, "Contact</p> <p>13 the county and go to the rec center."</p> <p>14 MS. WHYTE: Okay.</p> <p>15 MR. ROSS: That's my suggestion.</p> <p>16 MS. WHYTE: I can do that.</p> <p>17 CHAIRMAN RAGUSA: Anything else, Doug?</p> <p>18 MR. MAYS: No.</p> <p>19 CHAIRMAN RAGUSA: Supervisor requests.</p> <p>20 MR. ARGUS: Oh. In the report, there</p> <p>21 was something about three options for -- do we</p> <p>22 want to cover that?</p> <p>23 MR. CHESNEY: The three options about</p> <p>24 what?</p> <p>25 MR. MAYS: The playground inspections.</p>

<p style="text-align: right;">Page 113</p> <p>1 MR. ARGUS: The playground inspections.</p> <p>2 CHAIRMAN RAGUSA: Do you have a motion?</p> <p>3 MR. ARGUS: If it's up to me, I would go</p> <p>4 with package three and be done with the</p> <p>5 thing.</p> <p>6 MR. ROSS: I'll second that.</p> <p>7 CHAIRMAN RAGUSA: Any further</p> <p>8 discussion? I know staff really doesn't have</p> <p>9 an opinion on this.</p> <p>10 MR. CHESNEY: Really. I meant to ask</p> <p>11 Tonja. She was the one who brought this to</p> <p>12 our attention. Was she recommending we do</p> <p>13 this?</p> <p>14 MS. WHYTE: First of all, you want to be</p> <p>15 ADA compliant. Secondly, we are still liable</p> <p>16 regardless, whether we do this inspection or</p> <p>17 not. The liability --</p> <p>18 MR. CHESNEY: If we do the inspection,</p> <p>19 they might come back and say, "Oh, by the way,</p> <p>20 you need a pump. They're around \$3,000,000."</p> <p>21 CHAIRMAN RAGUSA: We were trying to get</p> <p>22 a walk-through.</p> <p>23 MS. WHYTE: He's not very comfortable</p> <p>24 with that.</p> <p>25 CHAIRMAN RAGUSA: He's not comfortable</p>	<p style="text-align: right;">Page 115</p> <p>1 CHAIRMAN RAGUSA: All right. We have a</p> <p>2 motion that's been seconded. Any further</p> <p>3 discussion?</p> <p>4 (No response.)</p> <p>5 CHAIRMAN RAGUSA: All in favor please</p> <p>6 raise your hand. Okay. All in favor please</p> <p>7 raise your hand.</p> <p>8 (Board members signify in the</p> <p>9 affirmative.)</p> <p>10 CHAIRMAN RAGUSA: That motion passes --</p> <p>11 those opposed please raise your hand. I'll do</p> <p>12 it formally.</p> <p>13 (Board members signify in the negative.)</p> <p>14 MR. CHESNEY: Well, that's why -- I've</p> <p>15 been following your leads on all of these that</p> <p>16 I don't know anything about. Why did you vote</p> <p>17 against it?</p> <p>18 MR. ZEIGLER: I should open it up back</p> <p>19 further -- you know, back to a discussion</p> <p>20 point. What are we really gaining between</p> <p>21 these things that we're not already doing?</p> <p>22 Are we really gaining added cushion for</p> <p>23 liability?</p> <p>24 Maybe I'm just not understanding what</p> <p>25 they're able to provide versus what we're</p>
<p style="text-align: right;">Page 114</p> <p>1 doing that, so I think we're in a situation</p> <p>2 where we have to go forward.</p> <p>3 MR. ZEIGLER: Do we do our own</p> <p>4 inspections of the playground periodically</p> <p>5 and we keep track of it?</p> <p>6 MR. MAYS: Yes, we do.</p> <p>7 MS. WHYTE: Yes, we do.</p> <p>8 MR. CHESNEY: Yeah, that's like a safety</p> <p>9 thing.</p> <p>10 MR. ZEIGLER: Log it in type of thing,</p> <p>11 where there would be records of --</p> <p>12 MR. MAYS: Yes. We write a work order</p> <p>13 up saying what we did --</p> <p>14 MS. WHYTE: What kind of repairs we do</p> <p>15 or anything like that.</p> <p>16 MR. CHESNEY: That actually saved us</p> <p>17 once on a claim. I can tell you how --</p> <p>18 somebody got hurt, and they had literally just</p> <p>19 replaced the mulch the day before.</p> <p>20 CHAIRMAN RAGUSA: The case is still</p> <p>21 going on, so --</p> <p>22 MS. WHYTE: I was just going to say,</p> <p>23 shoosh.</p> <p>24 MR. CHESNEY: Yeah, I know. Yeah,</p> <p>25 you're right.</p>	<p style="text-align: right;">Page 116</p> <p>1 already doing.</p> <p>2 CHAIRMAN RAGUSA: I look at it -- I'll</p> <p>3 answer it for you, Doug.</p> <p>4 MR. MAYS: Okay.</p> <p>5 CHAIRMAN RAGUSA: I look at it, this is</p> <p>6 a professional --</p> <p>7 MR. MAYS: Right.</p> <p>8 CHAIRMAN RAGUSA: -- who is certified</p> <p>9 and who can give us an evaluation as to our</p> <p>10 facilities and their compliance with various</p> <p>11 state and federal law. Doug and Sonny are not</p> <p>12 qualified to do that.</p> <p>13 I think if we want to do -- if we want</p> <p>14 to have the best possible facilities for our</p> <p>15 residents and nonresidents, it needs to be</p> <p>16 compliant. And I think this is the right</p> <p>17 company that can tell us that. And I'll</p> <p>18 ignore the liability side of things as well,</p> <p>19 but I think we need to make sure that what</p> <p>20 we've got out there is compliant. I think we</p> <p>21 need to hire a professional to do it.</p> <p>22 MR. ZEIGLER: And we don't know</p> <p>23 currently if it is or is not at this point?</p> <p>24 CHAIRMAN RAGUSA: I think with the</p> <p>25 understanding that it is, but I certainly</p>

1 would want to hear the exceptions to that
 2 general belief.
 3 MR. ZEIGLER: Would this be one time or
 4 annual?
 5 CHAIRMAN RAGUSA: It's a one-time deal
 6 right now as far as I know.
 7 MR. MAYES: Right. Right. One-time deal
 8 right now, yeah.
 9 CHAIRMAN RAGUSA: I'm sure federal law
 10 changes on playground equipment. We're going
 11 to get a letter saying we need to have it
 12 re-inspected.
 13 MR. CHESNEY: Well, I mean, that's what
 14 triggered this, is there was some law change.
 15 MS. WHYTE: ADA compliance.
 16 MR. CHESNEY: I mean, it was compliant
 17 when we built it and when we renovated it.
 18 That, I know, because I was involved on that.
 19 CHAIRMAN RAGUSA: Grandfather issues --
 20 MR. CHESNEY: But there was some kind of
 21 issue that Tonja brought.
 22 MS. WHYTE: The ADA compliancy has
 23 changed, the law has changed.
 24 MR. ZEIGLER: Okay.
 25 CHAIRMAN RAGUSA: But we need to get it

1 CHAIRMAN RAGUSA: Okay. Come back to
 2 audience comments. Anybody have any comments
 3 or questions?
 4 (No response.)
 5 CHAIRMAN RAGUSA: Thank you all. Motion
 6 to adjourn would be appropriate.
 7 MR. ROSS: So move.
 8 CHAIRMAN RAGUSA: Do we have a second?
 9 MR. CHESNEY: Second.
 10 CHAIRMAN RAGUSA: All in favor please
 11 raise your hand motion.
 12 (All board members signify in the
 13 affirmative.)
 14 (Motion passes.)
 15 (At 5:45 p.m., the meeting concludes.)
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1 done, because if we need to make improvements
 2 or modifications to it, we need to budget for
 3 it.
 4 MR. ZEIGLER: Okay. I'm good.
 5 CHAIRMAN RAGUSA: Now not having an
 6 official vote on that last motion --
 7 Mr. Barrett, I'll jump to you first.
 8 MR. BARRETT: Just the cost of Package
 9 Three.
 10 MR. ARGUS: Seventeen -- not to exceed
 11 1700.
 12 MR. BARRETT: I'm sorry?
 13 MR. ARGUS: 1700, not to exceed.
 14 MR. BARRETT: Thanks.
 15 CHAIRMAN RAGUSA: All in favor of the
 16 motion please raise your hand.
 17 (All board members signify in the
 18 affirmative.)
 19 CHAIRMAN RAGUSA: That motion passes
 20 five to nothing. Thank you for clarifying
 21 this.
 22 (Motions passes.)
 23 CHAIRMAN RAGUSA: Any other supervisor
 24 requests?
 25 (No response.)



Mark Ragusa
 Chairman, Westchase CDD



Andrew P. Mendenhall, PMP
 Secretary, Westchase CDD

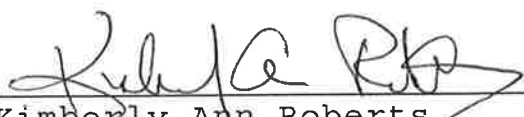
CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Kimberly Ann Roberts, Notary Public in and for the State of Florida at Large, do hereby certify that I reported in shorthand the foregoing proceedings at the time and place therein designated; that my shorthand notes were thereafter reduced to typewriting under my supervision; and that the foregoing pages are a true and correct, verbatim record of the aforesaid proceedings.

Witness my hand and seal December 20, 2013, in the City of Tampa, County of Hillsborough, State of Florida.


Kimberly Ann Roberts
Notary Public
State of Florida at Large

