

WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: MONTHLY BOARD MEETING

DATE: March 4, 2014

TIME: 4:11 p.m. to 5:33 p.m.

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

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APPEARANCES:

BOARD MEMBERS PRESENT:

Mark Ragusa, Chairman
Greg Chesney
Bob Argus
Brian Ross
Brian Ziegler

ALSO PRESENT:

ERIN McCORMICK, ESQUIRE
Fowler, White, Boggs, P.A.
501 East Kennedy Boulevard
Suite 1700
Tampa, Florida 33602-5239

Andrew Mendenhall
Doug Mays
Sonny Whyte
Tonja Stewart
Chris Barrett

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THE CHAIR: Good afternoon. My name is
Mark Ragusa. Welcome to the September --
September -- boy, am I off -- the March 4, 2014
Westchase Community Development District. The
record should reflect that all five supervisors
are present, along with engineer, counsel,
field manager, and district manager.

If you would, please stand and join me
for the pledge of allegiance.

I pledge allegiance to the flag of the
United States of America, and to the Republic
for which it stands, one nation under God,
indivisible, with liberty and justice for all.

First item -- Andy, is this one different
than the agenda packet?

MR. MENDENHALL: Yes. Has one addition
to it.

THE CHAIR: There's two additions. Two
changes, unless I'm mistaken.

MR. ARGUS: On the consent?

MR. MENDENHALL: Should be only one on
the consent agenda.

THE CHAIR: You're right. Only one
difference. We have a consent agenda item --

<p style="text-align: right;">Page 5</p> <p>1 three items on the consent agenda, the 2 February 4 meeting minutes, the financial 3 statements as of 1/30 -- 1/31/14, and the 4 employee use of the pre-2004 sick time, which 5 we addressed at the last meeting, but Andy got 6 back to us with some finalized data. 7 Do we have a motion to either pull any of 8 those items or a motion to approve the consent 9 agenda? 10 MR. ROSS: Motion to approve. 11 THE CHAIR: We have a motion to approve. 12 Do we have a second? 13 MR. ZIEGLER: Second. 14 THE CHAIR: We have a second from 15 Mr. Ziegler. 16 MR. ARGUS: You're happy with that? 17 THE CHAIR: Any discussion? All in favor 18 of the motion, please raise your hand. That 19 motion passes five to nothing. 20 We have the Engineer's Report. 21 MS. STEWART: I have a couple items. The 22 first item I have is in regard to the park 23 audit. I have intentionally not read it. We 24 did a little mini-inspection a couple years 25 ago, so I generally know the conditions.</p>	<p style="text-align: right;">Page 7</p> <p>1 RDC contract. And it wasn't primarily 2 addressing the parks, although there was 3 playground improvements to Glenclyff Park that 4 were done at that time, but it was a lot 5 broader than that. It was parking lot 6 improvements, the bridges, lighting. You know, 7 it was a very large capital improvement 8 project. 9 So in looking at the scope of work, going 10 back and looking at that contract, I don't 11 think that a lot of the issues that are 12 addressed in the park safety audit would have 13 really been things that RDC was dealing with in 14 its capital improvement, the CIP project that 15 it did in 2004. 16 MS. STEWART: The standards for 2004 deal 17 with the transfer steps, the transfer platform, 18 and accessibility. So in addition to the 19 playground equipment, you have to deal with the 20 mulch. The mulch has to comply with two ASTM 21 standards, which deals with head injury depth, 22 as well as maneuverability of a wheelchair or 23 mobility device, as well as you have to have an 24 accessible route from your parking lot to the 25 mulch. So if you have elevated mulch, you have</p>
<p style="text-align: right;">Page 6</p> <p>1 One of the things I think is important 2 for the board to understand is that, first of 3 all, ADA compliance on playground was not part 4 of the original 1991 ADA standards, which is 5 the reason that it's not protected under the 6 safe harbor in the 2010 regulation revisions. 7 In 2004 is when they kind of created the 8 standards. Okay. So that's why you see 2004 9 being kind of the year of change where 10 playground equipment was manufactured 11 differently. Because after 2004, they started 12 manufacturing equipment to comply with these 13 standards. The standards didn't become 14 effective until 2010, which we talked about a 15 couple years ago, pools, fishing piers, and 16 things like that were all under the same 17 situation. 18 So if your equipment was installed prior 19 to 2004, it is most likely not compliant with 20 the ADA standards. I do understand from Erin 21 and from Sonny, a company RDC did do a 22 project for you guys back in 2004 to do some 23 park improvements. 24 MS. McCORMICK: Well, the RDC project, I 25 went -- I looked at the scope of work in that</p>	<p style="text-align: right;">Page 8</p> <p>1 to have a ramp, and then you have to have a 2 sidewalk from the parking to the ramp. 3 So basically, it's an accessibility 4 issue. My gut instinct basically tells me 5 based on the inspections that we did a couple 6 years ago is that you are probably not ADA 7 compliant generally. So I think, as a board, 8 you have to kind of decide how you would like 9 to move forward and -- and what kind of funds 10 you have, what kind of money you'd like to 11 spend. 12 I'm assuming that this is one particular 13 asset that is very popular in the community. 14 And I would feel like that probably will play a 15 lot into your decision-making. 16 MS. McCORMICK: Well, let me just add on 17 the park safety audit, I think that the board 18 members have received a disk that has the audit 19 on it at this point, but there's ADA issues 20 that are raised in it. The -- it also 21 addresses other standards, like the ASTM 22 standards, Consumer Product Safety Council 23 standards. There's a whole list of -- of items 24 that are addressed in that audit. And so I 25 think -- after talking to Tonja in the last</p>

1 couple of days about her -- Stantec's
2 expertise. I know that they do recreational
3 plans for many of the CDD communities that
4 they -- they represent, probably about
5 50 percent of them, and the other ones, you
6 don't do.

7 MS. STEWART: I have some clients who
8 have removed their playgrounds because of the
9 issue. I have some clients who have ignored
10 it. And I have some clients who have complied.
11 Everybody's kind of, you know, made different
12 decisions. So one of the things I do want to
13 note, I did speak to Doug and to Sonny in
14 regard to maintenance when it comes back to the
15 Consumer Safety Product Commissioner or
16 whatever, I know that there has been some plan
17 on their part that they do regular inspections,
18 regular maintenance from, at least, a sense of
19 safety. Not ADA compliance or any other
20 product compliance, but in terms of attempting
21 to make it a safe facility.

22 MR. ARGUS: So just so I understand,
23 we're grandfathered in?

24 MS. STEWART: You are not. The reason
25 is, is because the safe harbor only protects

1 nature of the expert report I saw, having seen
2 hundreds and hundreds of expert reports in my
3 litigation career. I was a little
4 underwhelmed. I would like to see a very
5 well-done, highly qualified expert's opinion
6 report about the parks with recommendations of
7 what we need to do. It's easy to point out
8 problems. I want it to go so far as to say,
9 "Here's what you can do. You need to change
10 out this type of equipment."

11 MR. CHESNEY: Did we pay them --

12 THE CHAIR: Yeah. We need to pay the
13 company. There's no question in my mind about
14 that. But we're going to have to act. I hate
15 to -- we're going to have to take action here.
16 I don't know that we're going to be the CDD
17 that doesn't do anything, that ignores the
18 report. Obviously, our greatest concern is the
19 safety of anybody using that equipment.

20 But I want -- this is a -- this is going
21 to be a major capital investment. And I want
22 to make sure that we're relying on good data
23 before we go down that path. So I guess we'd
24 be looking, if -- if anybody, or the majority
25 of the board is in agreement, I think we would

1 items that were included in the 1991 ADA
2 standards. And this was one of those items
3 that was not included in the original
4 standards.

5 THE CHAIR: Can I make a recommendation?
6 I think we need a second opinion. I'm not
7 challenging the expert's opinions, but I think
8 we need a second opinion, whether it's Stantec
9 or someone else you recommend. I'd like to see
10 a second opinion. I'd also like to see a plan
11 of what our options are from a cost
12 perspective. I know staff has been working to
13 remediate and remedy some issues that we have
14 within our skill set and budget at the moment.
15 But I think, realistically, I don't think any
16 of these supervisors are going to vote to
17 remove that equipment, given the fact that it's
18 too much of a community asset and resource. So
19 I think we have to realistically look at the
20 option of what's it going to cost to replace it
21 or modify it to become compliant. And I want a
22 real comfortable understanding of what do we
23 really have to do to get that thing in
24 compliance.

25 I was not overly impressed with the

1 be looking to the district engineer to make a
2 recommendation on an appropriate expert, if
3 that's the path we're going to go down.

4 MS. STEWART: We can assess the
5 condition. And we do have some vendors that
6 will come in and provide pricing to renovate,
7 to make it compliant, so that you're not having
8 to rip out all the equipment. Or if they do
9 say it's impossible to retrofit it, then
10 they'll acknowledge that that's the case.

11 So we can deal with the full
12 accessibility issue and the compliance with the
13 standards, but we can bring other people in to
14 help price out what needs to be done to attempt
15 to bring it compliant.

16 THE CHAIR: And I -- me, personally, I
17 would like an opinion as to whether that
18 equipment is so aged that it just -- it's going
19 to be a maintenance nightmare, we might as well
20 go ahead and replace it.

21 MS. STEWART: One of the things that is
22 important to remember is that the playground
23 equipment is not designed to last forever. It
24 really only has a, you know, five- to
25 seven-year life. It's not intended to last

1 more than that. So I know some of your
 2 playground equipment is, obviously, much older
 3 than that.
 4 THE CHAIR: I thought the life was a lot
 5 longer than that.
 6 MR. CHESNEY: Yeah.
 7 MS. STEWART: Based on the conversations
 8 I've had with playground people, they're like,
 9 "Not in Florida."
 10 MS. WHYTE: We have wood.
 11 MS. STEWART: Actually, if you think
 12 about it, if you go somewhere else where you
 13 have cold weather, you have just as extreme
 14 conditions as we do with the heat and the rain
 15 down here. So people -- as long as you maybe
 16 maintain it, replace stuff, you can get it to
 17 last longer. But based on what I know that
 18 people generally do on this equipment, it's not
 19 supposed to last forever.
 20 MR. ARGUS: It's well used.
 21 MS. STEWART: That's correct.
 22 THE CHAIR: Andy, did we go in -- we set
 23 aside \$60,000 non-allocated?
 24 MR. MENDENHALL: I believe so. I can
 25 find out, though. I'll take a look here.

1 THE CHAIR: Is that the number we all
 2 agreed on the budget? Have we used any of
 3 that?
 4 MR. CHESNEY: No. I don't think it was
 5 60. I can look it up, though.
 6 THE CHAIR: We're looking at hundreds of
 7 thousands. Correct?
 8 MS. STEWART: Oh, yes, sir. I mean, one
 9 nice playground will cost you 150 grand.
 10 MR. MENDENHALL: Yeah. Easily.
 11 MS. WHYTE: 60. 60.
 12 MR. MENDENHALL: Is it 60?
 13 MS. WHYTE: There's capital outlay in
 14 here for 60,000.
 15 MR. MENDENHALL: Yeah. So just a --
 16 THE CHAIR: All right.
 17 MR. MENDENHALL: Yeah, that's an average
 18 playground.
 19 THE CHAIR: I spoke way too long.
 20 MS. STEWART: Yeah. Not exceptional.
 21 THE CHAIR: Gentlemen, what are your
 22 thoughts?
 23 MR. ZIEGLER: I'm in agreement that we
 24 should pursue a path of compliance and not --
 25 not disregard some of these ADA issues or

1 safety issues.
 2 MR. ARGUS: Are there many firms that can
 3 do the -- check up on it?
 4 MS. STEWART: I do know a couple firms
 5 that are certified playground companies. So we
 6 do know people that can come out and do that.
 7 As your district engineer, obviously, we
 8 understand the items and the rules and
 9 regulations to basically put the two pieces
 10 together. It's not that complicated. So I
 11 kind of recommend that you use your -- your
 12 expert vendor for the playground equipment to
 13 do the playground equipment repair and not
 14 necessarily use that as a fee for them to
 15 provide you any kind of additional report.
 16 MR. ARGUS: Mark made the suggestion that
 17 we get a second opinion. Do you concur with
 18 that?
 19 MS. STEWART: Yeah. But I can assist you
 20 in that.
 21 MR. ARGUS: Okay.
 22 MS. STEWART: I can assist in that.
 23 MR. ARGUS: In reading the reports, he
 24 specifically says that pressure-treated lumber,
 25 although no claims have ever been made against

1 it, is a problem because it's -- of the
 2 chemicals they use. And metal gets hot, so you
 3 can't use that. So what do you make playground
 4 equipment out of?
 5 MS. STEWART: That's why I did not read
 6 the report. I suggest you just wait till I
 7 provide you a second opinion.
 8 MR. ARGUS: Okay. Thank you.
 9 MR. CHESNEY: So you're going to provide
 10 the second opinion?
 11 MS. STEWART: Correct.
 12 MR. CHESNEY: Okay. Not to try to
 13 refresh, but, I mean, why didn't we use her in
 14 the first place, then? I thought there was an
 15 expert -- I thought there was an expertise
 16 issue.
 17 MS. STEWART: I think you got solicited
 18 the service.
 19 MS. WHYTE: No. We contacted -- we
 20 contacted a couple of companies and a couple of
 21 vendors off of the Playground Safety Council.
 22 MS. STEWART: Oh, oh, the list of
 23 approved vendors.
 24 MS. WHYTE: Approved vendors. And we
 25 contacted a few of them.

1 MR. CHESNEY: I'm not questioning your
2 ability. I'm just questioning your ability,
3 because I just want to make sure that --
4 MS. STEWART: Do I take offense to that?
5 MS. McCORMICK: I talked to Tonja, and
6 she said that they do this for a lot of their
7 communities. You know, I realized, okay, well,
8 then they've got a lot of experience in this
9 area.
10 MS. STEWART: ADA compliance, in general,
11 when the 2010 rules and regulations came out,
12 all of the district councils said, "We've got
13 to comply." So, basically, I work for 50 CDDs,
14 and, you know, probably 35 out of 50 of them --
15 or 30 out of 50 of them -- because some of them
16 are new -- all said, "Tell us what we need to
17 do."
18 MR. CHESNEY: Okay.
19 THE CHAIR: Mr. Ross.
20 MR. ROSS: I'd like to hear exactly what
21 you just said. I don't want a second opinion
22 that sort of audits us, if you will. I'd
23 rather have some professional guidance as to
24 where we ought to go. And so that's really
25 what I'd love to hear from you. I don't want

1 us to rehash what somebody already --
2 MS. STEWART: You already know you're not
3 compliant. You don't need to know anything --
4 any more about noncompliance. What I was going
5 to do is reach out to the other vendor and
6 work with them directly to get pricing to
7 switch out any equipment that could be switched
8 out to make it compliant, provide the mulch
9 that needs to be provided to make it compliant.
10 And then I'll have a site contractor provide
11 pricing for the accessible route that needs to
12 be provided. And if the equipment cannot be
13 fixed to make it compliant, we will tell you.
14 And that won't come from me. That will come
15 from the other vendor.
16 MS. McCORMICK: Tonja, and as part of
17 that, you also look at the placing of the
18 equipment and spacing --
19 MS. STEWART: The fall zones will be part
20 of the analysis.
21 MS. McCORMICK: Okay.
22 MR. ROSS: And I think Mr. Ragusa alluded
23 to this, that if the cost-effective answer is
24 just to rip it all out and start afresh, I'd
25 like to understand that's one of the viable

1 options. I don't want to necessarily focus on
2 we're pinching pennies so that we rehab what we
3 have. If it costs 150 grand, it costs 150
4 grand, because what Mark said, these are
5 important assets. And if -- you got to invest
6 in your assets, and so I -- I would be very
7 receptive to hearing all of the available
8 option.
9 MS. STEWART: And once again, keep in
10 mind, these facilities are not designed to have
11 a life beyond five to seven years, so my gut
12 instinct is going to tell you that eventually
13 you're going to have to replace it sooner than
14 later.
15 MR. ROSS: That's why I'd rather just
16 hear that. That's fine.
17 MS. STEWART: That will kind of evolve,
18 as I discuss this with the playground person.
19 He's a very -- it's Carl Shoffstall, Andy, just
20 in case you --
21 MR. MENDENHALL: Yes.
22 MS. STEWART: Carl is very experienced.
23 He's very reasonable. He tries to work with
24 people. He knows this is a nice community.
25 I'm sure he's going to put in to the fact that

1 you're going to want to do improvements. So
2 I'm sure that will evolve into "Here are your
3 options. This is the price range." And then
4 it will open up probably for several-month
5 discussion for you guys to make decisions on
6 what you want to do.
7 MS. McCORMICK: Tonja, with him working
8 with you on this, will he basically be
9 subcontracting through you, then?
10 MS. STEWART: No. He will provide the
11 service at no charge.
12 MS. McCORMICK: Okay.
13 MS. STEWART: We do -- we do a lot of
14 business together. He does a lot of pools. He
15 does a lot of playgrounds. We do a lot -- we
16 do a lot of stuff together, so he provides
17 information for me all the time.
18 MS. McCORMICK: Okay. I just want to --
19 because we have our bidding --
20 MS. STEWART: Absolutely.
21 MS. McCORMICK: -- regulations --
22 MS. STEWART: Absolutely.
23 MS. McCORMICK: -- that we have to deal
24 with, so -- okay.
25 THE CHAIR: Go ahead, Bob.

1 MR. ARGUS: Do you think you'll have
2 information for our budget process which starts
3 in a month or two.

4 MS. STEWART: We should -- yeah. Well,
5 we -- whether it, obviously, will be final and
6 complete, no. But it will give you something
7 to chew on. Yeah.

8 MR. MENDENHALL: We can start with a
9 place marker amount also and refine it if, for
10 some reason, we're waiting on info.

11 MS. STEWART: We also have done some
12 playground renovations and playground
13 replacement in other communities. And I will
14 also use that as a resource to bring back to
15 you too.

16 THE CHAIR: Tonja, the gentleman whose
17 name you mentioned, does -- is he the -- is he
18 a contractor who installs the equipment?

19 MS. STEWART: Yes. He actually is
20 certified in evaluating and assessing it, as
21 well as providing the equipment.

22 THE CHAIR: Does he have access to
23 multiple manufacturers' equipment?

24 MS. STEWART: He does.

25 THE CHAIR: Okay. Because I think

1 there's a large number of large playground
2 equipment manufacturers --

3 MS. STEWART: Well, like Erin said,
4 what's going to happen is, the price is going
5 to far exceed bidding this project out. So
6 what's going to happen is, I'm assuming Sonny
7 and Doug will want to get involved and make
8 some decisions on what equipment you've used in
9 the past, relationships you've had in the past.
10 It's not going to come strictly from him. He's
11 just going to assist me in advising you as the
12 terms of what your options are.

13 THE CHAIR: Andy, can you get with Allen?

14 MR. MENDENHALL: Yeah.

15 THE CHAIR: This is going to be an
16 economic issue we need --

17 MR. MENDENHALL: Yeah.

18 THE CHAIR: -- his help on.

19 MR. MENDENHALL: Absolutely.

20 THE CHAIR: We still have a line of
21 credit, don't we?

22 MR. CHESNEY: Well -- and -- we have a
23 line of credit. We haven't executed it.

24 MR. MENDENHALL: Correct.

25 MR. CHESNEY: That would be the better

1 way to say.

2 THE CHAIR: Okay. Because we need to
3 know our options here.

4 MR. MENDENHALL: Yep. We can bring it up
5 in our discussion.

6 THE CHAIR: I don't know. I just want to
7 know what our options are. It's going to be --
8 it could be a big assessment.

9 MR. MENDENHALL: Playground equipment is
10 very expensive.

11 THE CHAIR: All right. Mr. Barrett.

12 MR. BARRETT: Tonja, under the -- Chris
13 Barrett with WOW. I know it's going to depend
14 on when stuff was initially put in versus --
15 but, in general, those districts that have
16 pulled it out and started over -- let me start
17 over. Those districts that have elected to go
18 into compliance, what would you say the
19 percentage of is -- of them that said, all
20 right, let's just start from scratch versus
21 let's kind of band-aid the thing?

22 MS. STEWART: A large percentage have
23 moved forward with compliance, because everyone
24 acknowledges that it's a very popular asset.
25 So they're -- most -- most of my clients are

1 not willing to sacrifice noncompliance
2 versus --

3 MR. BARRETT: Sure. But of those that
4 have gone into compliance, is there a -- are
5 you aware of a breakdown, you would say, "Well,
6 yeah, maybe half have kind of started from
7 scratch or half have" --

8 MS. STEWART: All right. Hold on. Let
9 me think.

10 MR. BARRETT: I'm sorry.

11 MS. STEWART: No, no, no, no. I would
12 say, actually, there have been some that
13 completely replaced them. I would say probably
14 maybe 15 or 20 percent. And the interesting
15 thing about it is that they recognize that
16 their facilities are old and that they really
17 needed to be replaced.

18 MR. BARRETT: Okay. I was just curious.
19 I mean --

20 MS. STEWART: See, the problem is, when
21 you start getting -- there's no formal
22 maintenance guidelines, or whenever the
23 developer transitions to a resident board,
24 there are much bigger things to deal with, not
25 the playground. So the playground generally

1 doesn't get discussed. I think Erin and Andy
2 would probably agree with that. So it just
3 kind of falls to the wayside, for lack of a
4 better word. So they just expect it's going to
5 be there forever. And at least you have a
6 maintenance program. That's a lot more than
7 what a lot of other communities have.

8 THE CHAIR: Mr. Ross.

9 MR. ROSS: I don't know where, Chris, you
10 were going with that, but just since it's on
11 our doorstep, I -- I don't think our district
12 should move forward on the issue by comparing
13 ourselves to what other communities do. It's
14 well documented, there's so many communities in
15 Florida -- planning communities that have
16 gotten financially whipsawed, that many of them
17 don't have the financial capacity or they
18 perceive they don't have the financial capacity
19 to make some of the community improvements they
20 should. So I would caution you to not draw any
21 conclusions.

22 MR. BARRETT: It was more of a curiosity.

23 MR. ROSS: Okay. Okay.

24 MS. STEWART: And the ones that have the
25 financial problems are really newer facilities

1 who are ADA compliant. You got to remember,
2 it's generally the older ones that have the
3 older equipment that have the problem or a more
4 significant problem.

5 THE CHAIR: Anything else on that issue?

6 MS. STEWART: Nope. That's it.

7 The next issue I have is in regard to the
8 property that was purchased last year or the
9 year before over by the Stonebridge. We
10 actually are in the process of talking to
11 Hillsborough County, Brian Grady. There's an
12 approved zoning on the property for townhouses.

13 Okay. In reviewing it, we're trying to
14 figure out whether or not a minor modification
15 will technically have to be done to put a
16 restroom facility on there. I know Doug has a
17 proposal for a boardwalk from Linebaugh to the
18 property. Okay. And we were looking at trying
19 to at least put some kind of a shelter of some
20 sort for people to be able to sit, use the
21 restroom, hang out or whatever.

22 So that's the only thing that we do not
23 know, is whether or not we'll have to go
24 through the zoning process. So I can report
25 back to you as soon as I get a firm answer on

1 that.

2 Utilities are going to be available
3 through Stonebridge. The approved zoning site
4 plan clearly shows access and utilities from
5 Stonebridge. We don't have anything anywhere
6 else. So I guess if you're interested in
7 having parking, you would have to go through
8 Stonebridge. If you're only interested in
9 pedestrian access through the boardwalk, we're
10 going to try to see if we can't get just a
11 bathroom facility approved through Hillsborough
12 County without parking.

13 But I would like some direction from the
14 board in terms of how significant you would
15 like to make that piece of property.

16 THE CHAIR: Mr. Chesney.

17 MR. CHESNEY: Could we use Port-O-Lets
18 back there?

19 MS. STEWART: No, not permanently.

20 MR. CHESNEY: You can't, like, rent them
21 for a month, leave them off for a day and
22 install them again for a month? Just asking.

23 MS. STEWART: To the best of my
24 knowledge, no.

25 MR. CHESNEY: You can't?

1 MS. STEWART: I'd be happy to look into
2 it.

3 THE CHAIR: Hillsborough County does it
4 in their parks.

5 MR. CHESNEY: Yeah.

6 THE CHAIR: Like MacArthur's Park
7 right up on Gunn Highway, they have
8 Port-a-Johns.

9 MS. STEWART: Is that because they don't
10 have utilities available to them?

11 THE CHAIR: I don't know if there's
12 utilities there.

13 MS. STEWART: I --

14 MS. McCORMICK: We could ask that
15 question and --

16 MR. CHESNEY: Well, I mean, I'm all about
17 going cheap. And the other thing, since we're
18 talking about ADA, I mean, the more -- you
19 know, seems like the simpler we keep it, the
20 less we have to deal with, so, you know, a
21 trail and a pole barn or --

22 MS. STEWART: And if you --

23 MR. CHESNEY: -- sounds --

24 MS. STEWART: -- don't want restroom
25 facilities, you don't have to have them.

1 There's not a requirement for that. That's
2 just if you choose to do it. There's no
3 requirement to have facilities.

4 MR. CHESNEY: Yeah, I know. But there --
5 it might be nice to, but there might be
6 cheaper -- I guess what I'm just saying is when
7 we explore that issue, if we could explore what
8 we can do out there without making it too
9 fancy -- not fancy -- or developed.

10 MR. ARGUS: So if we go the Port-O-Let,
11 how will they get the Port-O-Lets there?

12 MR. CHESNEY: I don't know. I was going
13 to ask.

14 MS. STEWART: Through Stonebridge.

15 MR. ARGUS: Yeah. Through Stonebridge.

16 MS. STEWART: That's the one thing
17 that -- that is really your only port of
18 access. And we have TECO property between
19 Stonebridge and our property. I did do a
20 search on the web -- clerk's website to see if
21 there's a recorded agreement to allow anything
22 to go across there. There's nothing recorded.
23 I mentioned it to Erin, so I think Erin is
24 familiar with the status of how they were
25 negotiating with the TECO but believes that we

1 the side of the lake.

2 MR. CHESNEY: Side of the lake.

3 MR. MAYS: You put --

4 THE CHAIR: The TECO easement side or The
5 Vineyards side?

6 MR. MAYS: The TECO -- the TECO easement
7 side, right along the lake. Put the poles in
8 the lake on the right side -- let's see, on the
9 east side. On the west side, you'd have them
10 right on the shoreline.

11 MR. BARRETT: Wait. I misunderstood.

12 MR. CHESNEY: You know where Westchase
13 Elementary is on that side?

14 MR. BARRETT: Right. On that side.

15 MR. ZIEGLER: Go over the water?

16 MR. MAYS: Yeah. Pretty much. It would
17 be -- we were talking about that. It would be
18 less impact on the vegetation through there
19 that we're supposed to protect and have along
20 there.

21 MR. CHESNEY: I mean, when -- when I had
22 asked Doug to look into it, I had just
23 considered, you know, some gravel down the TECO
24 easement, but he thought that was too chintzy.

25 MR. MAYS: I was just trying to match the

1 could --

2 MS. McCORMICK: I think we have to --
3 we'll have to get back with TECO to, you
4 know --

5 MR. CHESNEY: Yeah.

6 MS. McCORMICK: -- really -- revitalize
7 that agreement that the prior owner was working
8 toward. And I don't know if we're ready to do
9 that now. I mean, if so, we could --

10 MR. CHESNEY: No, I don't think so. But
11 I think the other advantage of having the trail
12 idea and keeping it as minimal as possible is
13 then we don't have to worry about parking and
14 people going through Stonebridge and --

15 THE CHAIR: What's the dollar figure on a
16 boardwalk from Linebaugh?

17 MR. MAYS: About \$125,000.

18 THE CHAIR: That's less than I thought.

19 MS. STEWART: I was going to say,
20 actually, that's a good deal.

21 MR. MAYS: Hundred dollars a foot.
22 Hundred dollars a linear foot.

23 THE CHAIR: Running which -- running what
24 route?

25 MR. MAYS: From Linebaugh straight down

1 boardwalk also --

2 MR. CHESNEY: Yeah.

3 MR. MAYS: -- with the boardwalks that we
4 have in Glendcliff Park, too. So that's
5 actually what I had the guy look at, matching
6 that material.

7 MR. ZIEGLER: Would the idea of this be
8 to -- like a dog park or regular people park,
9 or what is it that --

10 MS. STEWART: It really would be a
11 passive area. That's why -- the most you're --
12 I mean, because -- unless -- let me rephrase
13 that.

14 MR. CHESNEY: Scout hut.

15 MS. STEWART: Let me rephrase that. If
16 you want to put a full-blown facility there,
17 then you've got to worry about full access, a
18 driveway and parking and all those other
19 improvements.

20 MR. CHESNEY: Scout hut.

21 MR. BARRETT: Can we just call it the
22 High School Beer Party Boardwalk?

23 MS. WHYTE: Nature's Classroom.

24 MR. CHESNEY: Nature's Classroom.
25 Nature's Classroom Westchase.

1 MS. STEWART: There you go.
 2 MR. ZIEGLER: In order to put a boardwalk
 3 of substantial cost over there, I think there
 4 obviously needs to be some concept of what this
 5 whole property is going to be used for. It
 6 would be kind of pointless to build a bridge to
 7 nowhere and have it just be a sandy dirt lot
 8 with some Port-O-Lets on it. And it would be a
 9 great place for kids to hang out and hide out.
 10 You know, could create problems for it.
 11 MR. MAYS: Beats the heck out of them
 12 tearing up the tunnels or something if there's
 13 parks, so --
 14 MS. WHYTE: Would have to be locked at
 15 night. We'd have to put a gate up at night and
 16 lock it.
 17 MS. McCORMICK: What -- do we have any
 18 fencing that we put in now along the property?
 19 MR. MAYS: We got that cattle fence
 20 basically is over there. So we're just going
 21 to put cattle fence along there and just extend
 22 for another 150 feet. There's already a lot of
 23 it there. We just have to add it in.
 24 MR. ARGUS: That's along Promise Lane,
 25 or --

1 MR. MAYS: Yeah.
 2 MR. ARGUS: -- does it go down the sides
 3 of the property?
 4 MR. MAYS: About -- about ten feet in. I
 5 think the easement is about eight to ten feet
 6 off of the actual asphalt road. I think it's
 7 about eight to ten feet. We've just got to
 8 match it with the old existing fence that's
 9 there. Check it out.
 10 THE CHAIR: Okay. Do you need a
 11 recommendation from us or --
 12 MS. STEWART: No -- or some instructions.
 13 I don't know if you're -- I'll find out about
 14 the minor mod for the rezoning, if it's going
 15 to be necessary or not. Obviously, and that
 16 way, you can kind -- with the situation with
 17 the park sites, I don't know if this kind of
 18 like prolongs you -- prolonging you making
 19 decisions on what to do here, if now your
 20 priorities have kind of shifted.
 21 MR. CHESNEY: See how much it is.
 22 THE CHAIR: Well, the reality is, we may
 23 have to do a capital improvement plan. This
 24 may be the time to develop that land.
 25 MR. MAYS: It's got a lot of sand over

1 there if you're looking for a place for a --
 2 MS. WHYTE: Don't say it.
 3 THE CHAIR: Don't say it.
 4 MS. WHYTE: We were thinking of doing a
 5 tree farm for now.
 6 MR. CHESNEY: Scout hut. Do we have any
 7 Girl Scout groups around in Westchase?
 8 THE CHAIR: You must. Yes, Mr. Ross.
 9 MR. ROSS: You've said it several times.
 10 I don't know if you're being serious or joking.
 11 MR. CHESNEY: I'm really serious.
 12 MR. ROSS: I actually would think it
 13 would be a great parcel to explore some
 14 partnership with somebody, whether it's with
 15 the Scouts, with TECO, with the Audubon
 16 Society. It just seems to me at some point,
 17 there would be some collaborative project we
 18 could put together that would be extremely
 19 unique to Westchase. The issue of vandalism
 20 and all that kind of stuff, those are real
 21 issues, but that's true of any other asset that
 22 we have. So I'd be very receptive to
 23 exploration of some discussion with a third
 24 party.
 25 MR. CHESNEY: Well, we could look at

1 that, some third parties. When I say "scout
 2 hut," scout hut is a term used that, you know,
 3 youth groups have a place to meet and --
 4 MR. ROSS: Sure.
 5 MR. CHESNEY: -- have activities and
 6 things like that. It's not just for Boy Scouts
 7 or Girl Scouts. When I grew up, we had -- our
 8 town had built a scout hut, and it was -- every
 9 youth group -- you know, it was mostly scouts,
 10 because they need places to meet and do stuff.
 11 Yeah. But we could do that. I know Sierra
 12 Club and Tampa -- the City of Tampa are doing
 13 something with that Louise Park down there.
 14 And I know -- I don't know exactly what they
 15 were doing, but there are organizations that
 16 come in. I actually can call someone from the
 17 ELAPP, the county ELAPP group and see.
 18 MS. STEWART: Community garden, Sonny
 19 suggested.
 20 MR. CHESNEY: Yeah. Community garden.
 21 Yeah. We could do something like that.
 22 There's lots of things like that. I hadn't
 23 thought about that. That's a very good idea.
 24 Probably can do multiple things.
 25 THE CHAIR: Are you going to rent space?

1 MS. WHYTE: We could.
 2 THE CHAIR: If John Morgan has his way,
 3 we could have some garden.
 4 MS. WHYTE: We could put a splash park
 5 out there.
 6 THE CHAIR: That's not on the record, is
 7 it?
 8 MR. BARRETT: Mark, I just want you to
 9 know, you having said that, I want you to know
 10 I wrote what I think is the April Fool edition
 11 today, and I want you to know that it
 12 happened -- I wrote it before you said that.
 13 THE CHAIR: That's scary. Okay. Okay.
 14 As long as my name's not in there.
 15 MR. CHESNEY: That's a good idea. I'm
 16 going to call the ELAPP guy for the County and
 17 see what --
 18 THE CHAIR: Well, I guess the thing I was
 19 looking for is some -- you guys know land
 20 development and use. I'm looking for
 21 recommendations. What can we do with the land?
 22 MS. STEWART: Well, if you're going to do
 23 anything besides townhomes, you're going to
 24 have to rezone it. But the major issue becomes
 25 all of your access, all of your utilities and

1 everything come from Stonebridge.
 2 MR. CHESNEY: Why is that a big deal?
 3 MS. STEWART: I'm assuming the
 4 Stonebridge residents. I just felt like there
 5 was opposition there. That's --
 6 MR. CHESNEY: It's one thing driving dump
 7 trucks down there, something. Are you going to
 8 put a pipe down the -- extend off the end of
 9 it?
 10 MS. STEWART: I mean, do you want -- do
 11 you want to put an office building there? I
 12 mean, you can do all that. I mean, it was
 13 designed for townhomes. So, I mean, you can
 14 put some form of a commercial project there or
 15 some kind of a building.
 16 MR. CHESNEY: Yeah.
 17 MS. WHYTE: Community center.
 18 MS. STEWART: It will have to be rezoned
 19 for that.
 20 MR. CHESNEY: Right. I mean, I --
 21 THE CHAIR: I would like to see a list of
 22 options. You know, community center is
 23 obviously an option.
 24 MS. STEWART: You -- and, Erin, if you
 25 want to chime in on this, the options are

1 limitless.
 2 THE CHAIR: For a community.
 3 MS. STEWART: But that's what -- all
 4 right. Now, you're talking -- okay. I mean --
 5 THE CHAIR: Community. It's
 6 government -- local government owned property.
 7 We're not in business. So.
 8 MS. STEWART: Right.
 9 THE CHAIR: So we're not in the residency
 10 business. We're not going to build tenants of
 11 any kind.
 12 MS. STEWART: I'll talk to some of our
 13 planners and see if some of our planners have
 14 some --
 15 MR. CHESNEY: Yeah.
 16 MS. STEWART: -- ideas on how it can be
 17 best utilized.
 18 THE CHAIR: We can do a bed and
 19 breakfast, I guess.
 20 MR. CHESNEY: Well, I guess my --
 21 MS. STEWART: Westchase.
 22 MR. CHESNEY: I guess my first thing is,
 23 is that what can we build on there that doesn't
 24 require, you know, parking at that location?
 25 Like, if we build anything of any substance,

1 does it require parking --
 2 MS. STEWART: Yes.
 3 MS. McCORMICK: Yes.
 4 MR. CHESNEY: -- at that location?
 5 MS. STEWART: That's why I just
 6 mentioned, you know, a restroom facility,
 7 maybe. That is the only thing you're going to
 8 get with no parking. As long as --
 9 MS. McCORMICK: With pedestrian access.
 10 MS. STEWART: As long as the boardwalk is
 11 there. It would be a passive area.
 12 MR. CHESNEY: Well -- so what in the
 13 past -- I guess the way -- so you've already
 14 identified, if we develop it, it can be
 15 anything. In a passive area, what can we put
 16 there that makes it a passive -- that still
 17 keeps it a passive area? Can we put a pole
 18 barn? Can we put storage there?
 19 THE CHAIR: Fixed hard roof structure.
 20 MR. CHESNEY: Do we need parking for
 21 that?
 22 MS. STEWART: It's going to depend on the
 23 use. It's going to depend on the use. Because
 24 if you're attracting parties there, then, yes,
 25 it's going to require parking. What's going to

1 happen is, as soon as you need water, sewer, or
 2 electric service, that's when all this is going
 3 to come to play, because you can't get any of
 4 those services, unless you go through the
 5 permitting process, and then that's going to
 6 trigger your parking requirements.
 7 MR. CHESNEY: Okay. And how much parking
 8 do you have to provide there?
 9 MS. STEWART: It depends on the use.
 10 MR. CHESNEY: Okay. Because parking
 11 becomes problematic, because there's not an
 12 easy way to get through the gate without --
 13 okay. All right.
 14 THE CHAIR: Do you --
 15 MR. CHESNEY: Something to ponder.
 16 THE CHAIR: Do you know who had the
 17 relationship with TECO, the prior owner?
 18 MS. McCORMICK: I don't offhand, but
 19 I'll -- I'll -- I can go back and see if it's
 20 somewhere in the file.
 21 MR. ARGUS: We don't have access off of
 22 Promise Lane because it's a private-owned road.
 23 Correct.
 24 THE CHAIR: Yes.
 25 MR. ARGUS: If we developed this

1 passively or with the scout hut, could we go
 2 back and see if they're willing to grant us
 3 access over that few square inches of land we
 4 don't have access over?
 5 THE CHAIR: It's the entire length of the
 6 road that we arguably don't have access to.
 7 MS. STEWART: Which doesn't meet any --
 8 MR. ARGUS: Right. All we --
 9 MS. STEWART: Which doesn't meet
 10 standards either.
 11 MR. ARGUS: Pardon?
 12 MS. STEWART: The road doesn't really
 13 meet any governmental standards.
 14 MR. CHESNEY: It's a trail where -- yeah,
 15 on the other end, you have an actual --
 16 MS. STEWART: And I pulled up the plat.
 17 I don't even think there's an easement over
 18 that thing. We looked at that whole area up
 19 there.
 20 MS. McCORMICK: Are you talking about
 21 over at Promise Drive?
 22 MS. STEWART: Is that a one that runs
 23 parallel --
 24 MS. McCORMICK: Yes.
 25 MS. STEWART: -- to the northern

1 boundary? Yeah. I mean, I pulled up the plat
 2 on it, and I'm like, "Oh, my gosh."
 3 MR. CHESNEY: Well, we just need to think
 4 about what we can build on there passively,
 5 too.
 6 MS. STEWART: It would have to be
 7 pedestrian oriented would be the key.
 8 MR. ARGUS: A dog park might work?
 9 MS. STEWART: A dog park is not
 10 necessarily pedestrian oriented, because, once
 11 again, you're attracting people to come there.
 12 A dog park has design guidelines. If you -- if
 13 you get it designed correctly. You've got to
 14 have a fence. You've got to have water.
 15 There's a way -- and I'm not a dog park expert.
 16 Okay. I just know that there are ways to
 17 properly design a dog park. So then you
 18 start -- then you start getting into parking
 19 again.
 20 MR. CHESNEY: So if we have electricity
 21 in it, would that definitely be considered --
 22 MS. STEWART: Anytime you ask for any
 23 kind of a meter, utility meter, they are tied
 24 together. You can't get a utility -- an
 25 electric meter without a water meter. You

1 can't get a water meter unless you've got an
 2 approved site plan.
 3 MR. CHESNEY: You think any approved site
 4 plan is going to require parking?
 5 MS. STEWART: No. I think if you just
 6 had a restroom facility which was pedestrian
 7 access oriented, only for people who are using
 8 the boardwalk, I think it's possible you could
 9 get a restroom with no parking under those
 10 circumstances.
 11 MR. CHESNEY: Okay.
 12 MS. STEWART: We would have to,
 13 obviously, have rights across the TECO property
 14 to build it, to maintain it.
 15 MR. CHESNEY: To maintain it, yeah.
 16 MS. STEWART: You know, you're going to
 17 have to go -- jump through that process to get
 18 that approved, but --
 19 MR. CHESNEY: All right. Well -- so who
 20 do we need to contact at the county to get us a
 21 better idea, or do you have an engineer,
 22 someone that can give us some better ideas
 23 about what we can do on a passive basis?
 24 MS. STEWART: I'll talk to our planners.
 25 MR. CHESNEY: Okay.

1 MS. STEWART: Because, I mean, to be --
 2 to be honest with you, I think anything related
 3 to building a structure, with the exception of
 4 a restroom, is going to trigger parking
 5 problems.
 6 MR. CHESNEY: Okay. I would like to
 7 participate in that, if possible.
 8 MS. STEWART: Okay. Okay.
 9 MR. CHESNEY: I'm sorry. I forgot --
 10 what's the name of your firm?
 11 MS. STEWART: Stantec.
 12 THE CHAIR: Mr. Barrett.
 13 MR. BARRETT: I do have a question about
 14 the parcel that's owned by the CDD. Is it just
 15 that rectangle that's the northern part of the
 16 lake or -- I thought it kind of went over all
 17 the way to The Vineyards, but it doesn't?
 18 MS. WHYTE: It does.
 19 MR. BARRETT: It does? So it's
 20 actually --
 21 MS. WHYTE: Yeah. The conservation area
 22 goes all the way down to the end.
 23 MR. BARRETT: So it's not the -- the
 24 parcel is actually bigger than that?
 25 MS. WHYTE: That is the parcel that we

1 just purchased. But we continue them now. We
 2 own the whole -- encompass the whole back end
 3 of the lake.
 4 MR. BARRETT: Oh, so you already owned
 5 the -- the other -- okay. Thank you.
 6 MR. MAYS: But it's planted mitigation.
 7 MS. WHYTE: Yeah. It's all mitigation
 8 wetlands and stuff.
 9 THE CHAIR: Any other questions on this
 10 issue? Okay.
 11 MS. STEWART: The last item I have is, we
 12 do have the milling and resurfacing of The
 13 Greens and Stonebridge out. So I expect the
 14 next meeting, we will bring the bids to you for
 15 a decision on a contract.
 16 THE CHAIR: Their life cycle is this
 17 budget year?
 18 MS. STEWART: That's correct. And that's
 19 all I had.
 20 THE CHAIR: Thank you.
 21 MS. STEWART: Do you want me to contact
 22 you with --
 23 MR. CHESNEY: I put you on my call list.
 24 MS. STEWART: Okay. All right.
 25 MR. CHESNEY: But I'm going to be out of

1 town.
 2 THE CHAIR: He'll get to you in the next
 3 couple of months.
 4 MS. STEWART: I'll go ahead --
 5 MR. CHESNEY: Before the next meeting, I
 6 would like to have the conversation, but I will
 7 be out of town next week.
 8 MS. STEWART: All right. I'll go ahead
 9 and get a planner involved, and I'll contact
 10 you.
 11 MR. CHESNEY: Okay.
 12 MS. STEWART: Oh, oh, oh. Saville Rowe
 13 update. The drainage is in the process of
 14 being installed, and ACPLM is in the
 15 process of signing their contract. So I
 16 anticipate the drainage will be done the middle
 17 of next week with the paving to occur couple
 18 weeks after that.
 19 MR. MAYS: Said he's just waiting on you.
 20 I guess he has some changes on the contract.
 21 MS. STEWART: Why is he waiting on me?
 22 I'll call him when I walk out of here.
 23 MR. MAYS: He said you guys have been
 24 talking about it.
 25 MS. STEWART: I think he's confused.

1 MS. McCORMICK: Did we get all the
 2 license agreements --
 3 MS. STEWART: We did.
 4 MS. McCORMICK: -- executed? Okay.
 5 MR. MENDENHALL: I've got them right
 6 here.
 7 THE CHAIR: I signed a bunch of them.
 8 MR. MENDENHALL: Yeah. I've got them.
 9 THE CHAIR: All right. Manager's report.
 10 MR. MENDENHALL: I have nothing
 11 additional to add, sir.
 12 THE CHAIR: Short and sweet. Counsel's
 13 report.
 14 MS. McCORMICK: The only thing I have
 15 that -- it ties into the field manager's
 16 report, and it's related to a change order on
 17 the landscape maintenance. So do you -- do you
 18 want to explain that? And then I passed around
 19 a proposed change order. One thing, though,
 20 when I talked to Doug about this, we -- the
 21 contract -- do you have it? Do you have a copy
 22 of it?
 23 THE CHAIR: The change order?
 24 MS. McCORMICK: Yeah. The change order.
 25 Okay. No. That's okay. When I was talking to

1 Doug about this, the landscape maintenance
 2 contract that we have with Mainscape began
 3 November 1 of 2011. So it runs through
 4 October 31st of 2014. We do have the option to
 5 renew that contract for successive one-year
 6 periods, and that would be assuming that the
 7 contractor wants to stay under contract for
 8 another year at the same contract price,
 9 because it was -- they've maintained the same
 10 price for maintenance for the last three years.
 11 Otherwise, we would be looking at going out to
 12 bid on the landscape maintenance in -- you
 13 know, so that we would be relooking at it this
 14 fall for November 1 start date.

15 But based upon that, the two additional
 16 areas that you had gotten prices for Mainscape,
 17 I just went ahead and revised those to be for
 18 an eight-month time period through the duration
 19 of the contract. And, Doug, you can explain
 20 these two areas that we're proposing to add in.

21 MR. MAYS: Okay. The two areas that
 22 we've been talking about for a while getting
 23 some additional maintenance done to them are
 24 the Sheldon Road, south of Linebaugh, west
 25 side. West side of the street, we don't

1 maintain that. The contract apparently stops
 2 them right there at that bus depot. And
 3 it's -- it would be nice if we could start
 4 keeping that cleaned up too. If we could
 5 maintain all the way to Thomas -- I think it's
 6 called Thomas Road. Which that piece of
 7 property that is right there on the west side
 8 of it, we -- the CDD owns that area. So we'd
 9 basically just be maintaining a little bit more
 10 land through there.

11 And the other one is across the street
 12 from the Pilot Bank, as you know, when we
 13 talked about -- when the County talked about
 14 four-laning that road, we would eventually be
 15 maintaining up to that point across from Pilot
 16 Bank. I don't know if any of you gentlemen go
 17 through the west side out there on Linebaugh,
 18 but you'll notice that I've already had that
 19 last wall cleaned up. We're going to have it
 20 pressure washed also tomorrow. Try to enhance
 21 that end of the community. There's generally a
 22 lot of garbage and stuff that goes down there,
 23 and that's also another piece of CDD property,
 24 too, that just hasn't been maintained. The
 25 contract when I got here stopped at that

1 canal -- well, the wall just past the canal.
 2 So I was proposing to try to take care of those
 3 two areas also.

4 THE CHAIR: Is that wall three on this
 5 photograph?

6 MR. MAYS: Yes.

7 THE CHAIR: And --

8 MR. MAYS: Wall two is -- it looks like
 9 it's inside of some conservation. It's going
 10 to be difficult to get to, so I didn't want to
 11 spend any money on that right now. Because I
 12 believe once the County goes through, when they
 13 do four-lane that, that they're going to
 14 address that area to see wall number two.

15 THE CHAIR: What exactly is Mainscape
 16 going to do?

17 MR. MAYS: Basically, just continue
 18 mowing past that spot where they stop now.
 19 Wall number one, they'll mow all the way down
 20 and keep the garbage up. Because, today, I was
 21 through there, and it's just always filthy and
 22 just a lot of garbage. Same as over here on
 23 Sheldon Road. There's just always a lot of
 24 garbage right on the edge of that conservation
 25 area. And they'll be able to mow it, push the

1 excess overgrowth back and then continue to
 2 keep it cleaned up.

3 THE CHAIR: And the change order for
 4 those additional services is \$2,770 for the
 5 eight months remaining under the contract?
 6 That's what the change order says.

7 MR. MAYS: I got, yeah, somewhere around
 8 \$400 a month, about 300-something dollars a
 9 month times -- I guess there's six months left.
 10 I didn't see that part that -- Erin --

11 MS. McCORMICK: Yeah, there's eight
 12 months left.

13 THE CHAIR: How was that calculated? Was
 14 it based on the price -- the fee schedule in
 15 our contract, or was it just a rough estimate
 16 or bid?

17 MR. MAYS: It was a measurement of the
 18 square footage, according to what they -- their
 19 general practice is.

20 THE CHAIR: Times the fee schedule?

21 MR. MAYS: Right.

22 THE CHAIR: Is it staff's belief that we
 23 need to increase the scope of our maintenance
 24 contract to include these two parcels?

25 MR. MAYS: In the future, if Mainscape

1 doesn't stay, I would like to anyway continue
2 that piece into the land, into the -- when we,
3 you know, start discussing it again, I would
4 like to go ahead and add that in anyway. So I
5 felt like let's go ahead and try to get it
6 down now and see if we can go ahead and get it
7 cleaned up while we have Mainscape.

8 Trying to throw a bone. We have a -- you
9 know, a difficult relationship with them with
10 the OLM deal. So I'm just trying to help them
11 out a little bit and see if we can entice them
12 into staying, is one of the reasons I'm doing
13 it.

14 But the other reason is, Sonny has asked
15 me for years, "Do you think we could clean this
16 up?" And so we started pricing it and trying
17 to find out, and, I think, you know, we need to
18 go ahead and maintain it anyway. So just
19 proposing to go ahead and start now.

20 THE CHAIR: Any questions?

21 MR. ARGUS: Move to authorize the change.

22 THE CHAIR: We have a motion to approve
23 the change order number one dated March 4, 2014
24 with Mainscape, Inc., which would increase the
25 contract price by \$2,770. Do we have a second?

1 MR. ROSS: Second.

2 THE CHAIR: Any further discussion? All
3 in favor, please raise your hand. That motion
4 passes five to nothing.

5 THE CHAIR: Yes, Mr. Ross.

6 MR. ROSS: It's been mentioned a couple
7 times about Mainscape and our relationship with
8 them. Are there any time periods that we need
9 to be sensitive to about renewing the contract?
10 Is it our option to renew, or is it their
11 option to renew?

12 MS. McCORMICK: Well, both parties have
13 that option to continue the relationship after
14 October 31st. So we would need to -- because
15 of the bidding requirements for doing a new
16 landscape maintenance bid, you probably would
17 need to, you know, be thinking about that 60 to
18 90 days out if you're going to --

19 MR. CHESNEY: We've asked them.

20 MS. McCORMICK: -- go out to bid.

21 MR. CHESNEY: I've asked them. I asked
22 them last year. They said they were going to
23 get us something. They hadn't. Doug and I
24 just happened -- I happened to bring it up to
25 him within the last month that, you know, we

1 never got anything. Because I was curious if
2 he had heard anything directly from them on
3 whether or not they were going to renew it.
4 And do you have any further -- I don't remember
5 exactly all --

6 MR. MAYS: Yeah. I was just going to
7 wait till my part of the report. But if you
8 want to discuss it now, we can.

9 THE CHAIR: Might as well.

10 MR. CHESNEY: Just that part.

11 MR. MAYS: After the meeting we had with
12 OLM between Andy Mendenhall, myself, and --

13 MR. MENDENHALL: Tommy.

14 MR. MAYS: Tommy Medlock, and Mainscape's
15 Bryan Riles, and Adam -- I'm not sure of his
16 last name. He is their sales -- he's their top
17 sales guy for the -- their -- the meeting went
18 well, I thought. We've got a new inspector.
19 He -- Tommy did assign a new inspector to the
20 property, which the first two -- the first two
21 inspections, they were very happy with him.
22 They felt like they had a better rapport with
23 this gentleman. Michael -- Michael Lackey is
24 his name. So Tommy mentioned that it was his
25 idea to make this, because he knew there was a

1 little friction between Mainscape and the
2 previous inspector, which there was, as
3 Mr. Ross has mentioned himself. After the
4 meeting, I think they went out -- they did
5 discuss that OLM would like Mainscape to bid
6 other properties. Mainscape has told me that
7 they really have no intentions of bidding
8 anything else that OLM is involved in. Me and
9 Tommy had a nice, little conversation, and me
10 and Tommy just don't see eye to eye on the
11 whole process anyway, because it's too subject
12 to opinion.

13 I had a conversation with Brad Riles
14 today. I said, "We need something in writing."

15 And he said, "I'm just not prepared to
16 give it to you right now. That's going to have
17 to go to the upper -- upper management,"
18 whether they want to extend -- extend and be
19 here for another year under -- under those type
20 of duresses as they feel.

21 I tried to explain to them that we have a
22 new inspector. Let's give him some time.
23 They're willing to do that, but they're just
24 not overall happy with this process. They feel
25 like they have more credentials than any OLM

1 inspector that they brought out here, that they
2 should be able to manage themselves. And they
3 don't have a problem with the third-party
4 inspector, but they do have a problem with that
5 possible 25 percent performance penalty that
6 could happen to them on a -- what a lot of
7 people think is a matter of an opinion. It's
8 whatever mood that inspector is in that day.
9 And sometimes it just can get a little nasty in
10 the van, so --

11 THE CHAIR: Well, refresh my
12 recollection. We have never withheld
13 performance payment from Mainscape, have we?

14 MR. MAYS: Correct. Not from Mainscape.

15 THE CHAIR: Not from Mainscape.

16 MR. MAYS: Right.

17 MR. MENDENHALL: And that's always at
18 your discretion.

19 THE CHAIR: We've added -- we've
20 addressed two appeals, I think.

21 MR. MAYS: That was with TruGreen.

22 THE CHAIR: TruGreen. I remember. Yes.

23 MR. MAYS: We addressed -- I believe it
24 was three or four of them actually. I think
25 it -- the thing that really hurt them was when

1 that they handle still? I know they've had a
2 lot of the large communities in the region. I
3 wonder if they still have them. Because, you
4 know, for a vendor in a highly compet -- highly
5 competitive industry, for them to say that
6 they're not going to bid OLM-monitored projects
7 is -- it's ringing hollow with me, because I
8 know a lot of the projects have OLM on them,
9 including the big ones.

10 MR. MAYS: Uh-huh.

11 THE CHAIR: So I -- I like our vendor. I
12 think they've done a good job. I'm concerned
13 with a corporate structure or policy that
14 they're not going to continue to do business or
15 bid work -- new work that has OLM involved as a
16 third-party monitor. Correct me if I'm wrong,
17 if they renew, it's at the same price, or is
18 there a built-in increase?

19 MS. McCORMICK: There's no built-in
20 increase. It would have to be at the same
21 price, or we would have to rebid it anyways.

22 THE CHAIR: Okay. Well, I guess we need
23 to hear from them, whether they have a desire.
24 If not, we need to start working our bid
25 package.

1 Tommy sent his inspector down here and told the
2 inspector that things weren't looking good when
3 he did his last drive-through. And he really
4 wanted his inspector to do his job a little bit
5 better. And according to the inspector, Tommy
6 basically -- you know, he told him he thought
7 the property should fail a couple months in a
8 row. Which, again, I -- I didn't feel it was
9 in that bad of shape. I knew -- I had voiced
10 my concern to our vendor also, that there was
11 an excess amount of weeds on the property, but
12 just weeds isn't what I feel should just fail a
13 property. It should be an overall -- overall
14 look. So -- but, again, it's not my program
15 that Tommy pushes. So Tommy feels like weeds
16 are bad -- bad enough to fail it, then fail the
17 property.

18 So they just -- they're very concerned
19 about that -- that relationship. To the point
20 where, like I said, Gary has mentioned that he
21 does not really want to bid any more projects
22 that they're involved in.

23 THE CHAIR: Can -- can I ask someone to
24 reach out to Tommy Medlock and ask of the --
25 which of the major communities in this region

1 MR. MAYS: Well, the conversation with
2 Brad was -- basically, I told him I didn't --
3 he knew that this discussion would be coming up
4 tonight, because of our conversation with Tommy
5 and -- and when Andy was, you know, at that
6 meeting that we had. So they knew this
7 conversation would be coming back tonight -- or
8 coming up tonight. So he basically wanted to
9 hear what the board's opinion -- or what the
10 board was thinking, how -- how they feel about
11 the OLM relationship, how they feel about
12 continue working with OLM or them.

13 THE CHAIR: And I think that's fair. But
14 I want the public to understand that if we're
15 going to end a long-term relationship with OLM,
16 it has nothing to do with the contractor's
17 dislike of our third-party monitor.

18 MR. MAYS: That's what concerned me when
19 they -- that, to me, felt like a threat.

20 THE CHAIR: That's why -- where I'm
21 sitting, it sounds like a threat. But I --
22 it's an empty threat, because --

23 MR. MAYS: Right.

24 THE CHAIR: -- he's got 20 competitors
25 who could do the same job in this community.

1 And I'd like to put it to open market and see
2 what they're going to come in with pricing.

3 MR. MAYS: My only concern to that would
4 be, next thing you know, now, all of a sudden,
5 the pricing is starting to go up again.

6 THE CHAIR: Then we know. Then we know.
7 We don't have the ability to control a
8 no-price-increase extension. It's a two-party
9 agreement. So if they tell us "We're not
10 interested," we can't force them.

11 MR. MAYS: Right.

12 THE CHAIR: So we're going to have to go
13 to market. I would rather know earlier than
14 later, if we have to go to market.

15 MR. MAYS: Yeah. I'm just saying that
16 that -- that's my concern. You know, it's -- I
17 don't -- you know how I am. I count pennies
18 for everybody. So, I mean, I just wouldn't --
19 on the other hand, though, with that, I would
20 say that the board should consider, when we do
21 our considerations for a new landscape company,
22 there are some good landscape companies that
23 don't have that huge corporate overhead that do
24 a darn good job on some big properties. So I
25 would just say to consider some of the -- when

1 we do the criteria, that we may want to look at
2 some of these smaller companies, because I
3 think we get the job done just as good. A lot
4 of these people that own these small companies
5 were with these corporate companies at one
6 time, so -- as you know. So I think last time
7 our credentials or our criteria was just a
8 little stiff.

9 MR. MENDENHALL: Prequalification.

10 MR. MAYS: Qualification, yes.

11 THE CHAIR: You know why they were set
12 where they were.

13 MR. MAYS: Oh, yeah. Because of what
14 we'd just had.

15 THE CHAIR: We had troubles with the
16 prior vendor. But I think we're -- you know, I
17 know Mr. Ross is probably the most educated on
18 this. But I think we need -- we have to
19 examine our OLM relationship. It seems like it
20 comes up every time we have a contract renewal.
21 So, Mr. Ross, you had your hand up.

22 MR. ROSS: I was only going to add
23 that -- I don't think we can make business
24 decisions based on Mainscape's unhappiness with
25 OLM. Other than, if it's true that OLM

1 predetermined a failure of an inspection, then
2 that, to me, would be near fraud, and that
3 might be basis for us to seek termination of
4 our relationship with OLM.

5 But as I've heard the story, we're not
6 clear that that's what happened. There's, I
7 guess, two sides to the coin, so to speak.

8 But what I would like to be conveyed back
9 to Mainscape is, we're happy with them, we'd
10 like them to continue on the job, we're not
11 looking to run them off. If they make their
12 own independent business decision that they
13 can't survive because they don't like the
14 choices we're making, we can't -- we can't do
15 anything about that. As Mark just said, if
16 they make the choice they don't want to do
17 business, then we have no option but to bid it
18 out.

19 But I don't want them to be making a
20 decision thinking we're unhappy with them or
21 we're suggesting they're doing a bad job.
22 Everything I here from the community is it
23 looks great. From my own perspective, it looks
24 great. Are we perfect? No. But I think
25 Mainscape does a bang-up job, and my druthers

1 would be that they stay on the job.

2 MR. MAYS: That's pretty much how I put
3 it to him. And with you guys' help, I think I
4 can put it to him in another way, since you had
5 mentioned that -- how many times have they
6 failed. I mean, why wouldn't you want to
7 continue this relationship when you haven't
8 even failed anyway.

9 We had an inspector that got a little
10 aggressive and made some threats that he
11 shouldn't have. And Tommy Medlock has -- he's
12 actually apologized for that. You know, he
13 sent the inspector down here with some -- you
14 know, with some information that he felt, and
15 he's basically said he -- the secondhand way
16 that it came across wasn't the way he wanted it
17 portrayed to our vendor.

18 So I'm hoping, it's like you say, that
19 they continue to see there's a good
20 relationship here. They haven't failed. The
21 board is supportive of them. I'm supportive of
22 them. I've told them before, if I see this
23 problem fails, I'm going to tell the inspector
24 to fail you. And as I've seen, I haven't seen
25 it to that level. So that's the continued --

1 that's the relationship I'm trying to continue
 2 with them to get them to understand that, you
 3 know, it shouldn't be about the OLM. It should
 4 be whether they're making enough money. Is it
 5 profitable enough to them? So if it's not
 6 profitable, then, of course, they should move
 7 on. But if OLM is the reason, I would just
 8 have to tell them that the board just doesn't
 9 feel that that's a good enough reason for them
 10 to fire OLM.

11 THE CHAIR: Who's going to reach out to
 12 Tommy Medlock?

13 MR. MENDENHALL: I mean, I can or Doug --

14 MR. MAYS: I can.

15 MR. MENDENHALL: -- whoever.

16 THE CHAIR: The other thing I'd like to
 17 raise with him -- I want his initial
 18 impression -- is that -- I suspect I know his
 19 answer, because I think he copyrights or
 20 trademarks his process. But what I'd like to
 21 know is, would he entertain a system that only
 22 has a ten percent penalty, so to speak, or
 23 non-perform -- failure-to-perform bonus, so to
 24 speak.

25 MR. MENDENHALL: If I can.

1 MR. CHESNEY: I remember you said
 2 something like that.

3 THE CHAIR: -- I'm not -- I'm not an
 4 expert in that field of law, but it doesn't
 5 seem logical that someone could think they
 6 could control that mechanism.

7 MR. MAYS: I had heard that also, that
 8 they do have certain properties that they just
 9 do an inspection only, that they don't go out
 10 and actually have a performance penalty. So
 11 they just do an inspection only.

12 THE CHAIR: Well, I'm just talking aloud
 13 here, and I don't speak for the other four
 14 supervisors. But if we were in a sit -- if the
 15 board was comfortable with it, if we have a
 16 vendor with a long track history, and if we're
 17 not going to see a material change in the
 18 staffing, the manning, the management, and
 19 supervision of a workforce out here, I don't --
 20 I don't see why we wouldn't at least
 21 entertain reducing that bonus from 25 to
 22 10 percent, if we have a high level of comfort
 23 that we're never going to have to trigger it.
 24 But I think, certainly, if we go to market, I
 25 think we would probably want to stay at a

1 THE CHAIR: Yes.

2 MR. MENDENHALL: I would imagine at -- at
 3 least there's some flexibility there, because
 4 I'm on a CDD board where we have OLM, and
 5 there's no performance penalty, as an example.
 6 The opposite extreme, of course.

7 MR. CHESNEY: If you remember, when we
 8 interviewed -- we interviewed another
 9 consultant at the time we hired OLM. And,
 10 remember, because Tommy, I still remember you
 11 bowing up when he threatened to sue us if we
 12 tried to use his contract -- his 25 percent
 13 with that other consultant. Anyways, but -- so
 14 my suggestion with the other consultant was, is
 15 that if he -- if they had two failures, and the
 16 contracted terminated or something like that.
 17 You know, I came up -- you can come up with
 18 something different, I would think, too.

19 THE CHAIR: I'll hold my opinion on the
 20 notion that you hold money back if they don't
 21 pass an inspection. I don't know that that's
 22 worth trying to protect. I think that's a
 23 common process that --

24 MR. CHESNEY: Yeah.

25 THE CHAIR: Anyways --

1 25 percent level.

2 MR. MAYS: Yes.

3 THE CHAIR: Any thoughts on that,
 4 gentlemen?

5 MR. CHESNEY: I -- I see where you're
 6 going. Seems sensible.

7 THE CHAIR: Mr. Ross.

8 MR. ROSS: I'm intrigued that OLM has
 9 non-penalty arrangements. For some reason, I
 10 have it in my mind that was always their spiel,
 11 that that was the uniqueness of their
 12 relationship. And now I'm sort of hearing
 13 that's not correct. Maybe that was my
 14 misunderstanding, but I felt like that was
 15 always what they were selling.

16 MR. MENDENHALL: Yeah.

17 MR. ROSS: And if that's adequate for
 18 other communities, why wouldn't it be adequate
 19 to us? At some point, why do we need
 20 once-a-month inspections that we're paying
 21 \$1500 a pop? Why can't we get them once a
 22 quarter or once every two months? Especially
 23 when we've had Mainscape out here for what,
 24 three, four, five years. I've lost track of
 25 it.

1 MR. CHESNEY: It's 18 grand a year.
 2 MR. MENDENHALL: I mean, to give you a
 3 little background in the community that I live
 4 in, and that I'm on the board where that
 5 relationship is there, it started out -- and it
 6 was bid originally as a -- you know,
 7 performance penalty or performance payment, and
 8 it changed. There was a desire by the board
 9 to, in their opinion, not cripple some of these
 10 landscape companies when -- because, you know,
 11 what was typically happening was, if there was
 12 a failure, no matter which company it was, it
 13 was always to the point where the companies
 14 were going to say, "Well, you know, if you take
 15 25 percent away, it destroys my margins, and
 16 I'm not going to be able to work here anymore."
 17 So it -- at least in that particular situation,
 18 it was putting the board in a position where
 19 every time that came up, they had to decide,
 20 essentially, if they were ready to get a new
 21 landscaper, because there was always that
 22 looming -- I won't say threat, but that's what
 23 each landscaper was telling us.
 24 So it was decided that, you know, we like
 25 the expertise, we like the monthly report, we

1 like the instruction that's being relayed onto
 2 the landscaper as well as the subsequent
 3 follow-up, so we thought that that was a -- you
 4 know, a process that there was value to. But,
 5 you know, the stick was not something that was
 6 moving in a positive way with the landscapers.
 7 I actually voted against changing. I think I
 8 was the only one. And the reason why I voted
 9 against taking away that penalty was because we
 10 always -- much like we talked about here, we
 11 always had the opportunity -- and, personally,
 12 I tried to emphasize every time the landscaper
 13 in, you know, just because you get a failure
 14 doesn't mean you lose your money. What it
 15 means is the board is -- you know, we're made
 16 known that you've gotten a failure, and we have
 17 the opportunity, you know, to withhold those
 18 funds. And, as well, we never had.
 19 So I always felt that was sufficient
 20 enough to have the ability that if -- if I went
 21 out there and looked and things were truly
 22 bad and the majority of the board looked and
 23 things were truly bad and we had some
 24 concerns, yes, you could execute the
 25 performance payment. Very likely, you might

1 not want that landscaper there going forward
 2 anyway.
 3 But at the same time, it was never a
 4 guarantee. There was -- you know, like I said,
 5 every single time it came up, we pretty much --
 6 we looked and we said, well, you know, either
 7 it's not that bad, or we understand there was
 8 other external factors going on, so we're
 9 willing to give you a month to try to figure it
 10 out.
 11 So I was satisfied with that. It wasn't
 12 OLM exacting the penalty. It was us making the
 13 decision. And we always had the ability to not
 14 execute it.
 15 MR. ROSS: Or maybe -- again, I've -- I
 16 may have created this in my own mind. I feel
 17 like if someone doesn't do their job, we don't
 18 have to pay them. We don't need a contract
 19 that says we're going to hold back some of the
 20 money. In my mind, the advantage of OLM is,
 21 it's a third set of eyes. They're supposedly
 22 an expert, and they're bringing some additional
 23 expertise to collaborate with either our staff
 24 or with our vendor to make the community
 25 better. If -- that's what they provide.

1 That's the value to me. Not that the value is
 2 they have a piece of paper that says they
 3 withhold 25 percent.
 4 So what intrigues me about what you're
 5 saying is, they do have relationships with
 6 people in which they don't involve the penalty
 7 component. They still provide that third-party
 8 inspection that supposedly is collaborative and
 9 brings in some expertise to the table. I'm not
 10 quite sure we're getting the benefit of that
 11 with OLM, then why do we need the penalty? I
 12 mean, correct me if I'm wrong, I don't want to
 13 pretend to be a lawyer, but if they don't do
 14 the job, we do have to pay them. Right?
 15 MR. MENDENHALL: And you always have --
 16 and you always have 30 days that you can --
 17 MR. CHESNEY: Well --
 18 THE CHAIR: It's easier.
 19 MR. CHESNEY: Yeah. It's a lot easier.
 20 And whether or not they did their job, I mean,
 21 they were still out there mowing, but, you
 22 know, that still means they might fail. It's
 23 much more innocuous to say, "Oh, you didn't do
 24 your job. It looks like crud."
 25 Just to make sure I understood what Mark

1 was suggesting is, to me, what Mark was
 2 suggesting was, go back to Mainscape and say,
 3 "Well, you know, if the penalty is that
 4 onerous, well, maybe a ten percent." Ten
 5 percent is still going to hurt their margins,
 6 but it's not crazy. And, that way, maybe we
 7 could get an extension of the current contract.
 8 Is that where I was understanding you?

9 THE CHAIR: I'm not negotiating with
 10 Mainscape through Doug.

11 MR. CHESNEY: Okay. Yeah. I wasn't --

12 THE CHAIR: But what I am saying is
 13 that -- I think the board should probably -- if
 14 Mainscape came to us with an interest in
 15 continuing the contract, and hearing their
 16 concerns and hearing kind of the flavor for
 17 what -- and the takes that the board has, I
 18 think it wouldn't be unreasonable for us to
 19 consider a modification down to ten percent to
 20 give them a higher level of comfort. We've
 21 never had to put it in place. We could always
 22 withhold the ten percent. We could always
 23 withhold more, you know, according to one
 24 theory.

25 MR. CHESNEY: Yeah.

1 MR. CHESNEY: Okay.

2 MR. MAYS: I looked it up.

3 THE CHAIR: And I'll just tell you, that
 4 what I always heard as it relates to this
 5 community, every time we went to market, I
 6 heard that the vendors who were bidding on it
 7 added 1/48th of the cost of their bid for every
 8 year that the contract wasn't an initial term.
 9 They increase their bid, expecting to lose one
 10 25 percent payment a year. That's the only way
 11 they could cover their margins.

12 MR. CHESNEY: All I know is that it keeps
 13 going. So, I mean, it can't be an unattractive
 14 property to bid. But I still like your -- what
 15 I sensed was your approach. So I'm not sure
 16 why you would say it wouldn't be Doug
 17 negotiating or --

18 THE CHAIR: I think Doug has a
 19 relationship. I think he can --

20 MR. CHESNEY: We need to find out if
 21 we're going to get a --

22 THE CHAIR: Yeah. He needs to --

23 MR. CHESNEY: Okay. All right.
 24 Fantastic.

25 MR. ROSS: Well, could we take that to

1 THE CHAIR: But I think, you know, if
 2 we're going to be good partners, continuing
 3 forward under extended leave -- under extended
 4 agreements, maybe we both move a little bit.

5 MR. CHESNEY: That's what I was thinking.

6 MS. McCORMICK: And just to be specific
 7 about the renewal provisions of the contract,
 8 the district always has the option to terminate
 9 the contract with 30 days notice. Mainscape
 10 has to notify us 60 days prior to the
 11 termination if they decide that it does not
 12 want to renew.

13 MR. MAYS: But it's an automatic renewal
 14 if they decide.

15 MS. McCORMICK: It will automatically
 16 renew if they didn't provide the 60 days'
 17 notice at the same price.

18 MR. CHESNEY: For what term?

19 MS. McCORMICK: Under the same terms for
 20 one year.

21 MR. CHESNEY: For a year.

22 MS. McCORMICK: For one year.

23 MR. CHESNEY: Okay. So they have 60
 24 days. That's where the 60 days --

25 MR. MAYS: Yeah.

1 the next step and have Doug convey to Mainscape
 2 to have whoever is their decision-maker contact
 3 Andy for the purpose of saying we'd like to
 4 talk about an extension of the relationship,
 5 whether it's one year, two years, three years,
 6 whatever the terms are, and we'd like to have
 7 that discussion with them?

8 THE CHAIR: Has to be annual.

9 MS. McCORMICK: Right. Under the
 10 contract right now.

11 MR. CHESNEY: It would have to be annual.
 12 But I think that's what we're saying.

13 MR. ROSS: I know. But I'm just saying,
 14 whatever broader discussion we'd like to have
 15 with them, doesn't it just need to be add one
 16 more year? Why couldn't we have another
 17 three successive annual terms?

18 MS. McCORMICK: We'd have to rebid it.

19 THE CHAIR: The law.

20 MR. ROSS: We'd have to rebid it?

21 MR. CHESNEY: Rebid it.

22 MR. ROSS: Okay. Well, we want to comply
 23 with the law.

24 MR. CHESNEY: You are a lawyer. Right?

25 THE REPORTER: I didn't get what you

1 said.
 2 THE CHAIR: I asked if they agree with
 3 the logic.
 4 MR. ARGUS: Overall yes.
 5 THE CHAIR: That logic reducing from 25
 6 to ten.
 7 MR. ARGUS: But, obviously, we need to
 8 get that through an agreement with OLM before
 9 we can implement anything along those lines.
 10 MR. CHESNEY: Nah. They don't -- we'll
 11 go ahead and --
 12 THE CHAIR: Yeah. You know, I threw that
 13 out there, if the board is of the belief that
 14 we've got a good vendor in place and we want
 15 to continue for the year we can, you know,
 16 hearing their concerns with OLM, and hearing
 17 staff's comments about OLM. And I remember
 18 hearing Mr. Ross' comments at a meeting or so
 19 ago about that inspection process, and I can
 20 tell from my own personal -- I read the report.
 21 I look at it. I go, "I can see stuff that's
 22 not on here."
 23 MR. ARGUS: Right.
 24 THE CHAIR: And I see stuff that's on
 25 there, I'm going, "That doesn't jive with what

1 MR. CHESNEY: Oh.
 2 MS. McCORMICK: -- report, the pictures.
 3 MR. MAYS: Their play structure is
 4 definitely not meeting the guidelines to the
 5 HOA's, you know, recommendations. They've --
 6 the homeowners' association or the variance
 7 committee has told them that these
 8 modifications need to be made, and it also
 9 needed to be moved. And the biggest thing is
 10 it needs to be moved six feet, because it's six
 11 feet over into the con -- not the conservation
 12 area, the drainage setback line that's behind
 13 their house to a lake. So it's six feet over
 14 basically into the CDD's property, similar to
 15 what we've had with plant material and stuff
 16 that's headed over into our easement also.
 17 So I guess they're -- the Pfeiffers are
 18 asking for permission to use that piece of
 19 property for a short period, since their child
 20 is about to out grow it anyway. He's 13-year-
 21 old -- 12-year-old, I think, that's got some
 22 medical issues, some -- some issues where this
 23 is the only place where his therapist can
 24 actually talk to him comfortably. So it's
 25 gotten pretty -- pretty rough on the kid.

1 I see."
 2 I don't -- I'm not an expert, but some of
 3 it just doesn't make sense to me at times.
 4 But I think, you know, maybe we make it
 5 more attractive with a vendor we have a long
 6 history with, maybe we do talk to them about
 7 reducing that bonus down to ten percent. But
 8 you'll reach out to them --
 9 MR. MAYS: Uh-huh.
 10 THE CHAIR: -- and report back to us?
 11 MR. MAYS: Yeah. I told him I'd call him
 12 after this meeting, so gives me some more to
 13 talk to him about.
 14 THE CHAIR: We were back on counsel.
 15 Right?
 16 MS. McCORMICK: I didn't have anything
 17 else.
 18 THE CHAIR: Okay. What else -- do you
 19 have something else for your field report?
 20 MR. MAYS: Yeah. It's a resident
 21 request. The Pfeiffer residence, which I'm not
 22 sure if you all are aware of the Pfeiffers.
 23 THE CHAIR: We are?
 24 MS. McCORMICK: Yeah, it was in the field
 25 management --

1 In the past, you know, we can -- I see it
 2 as one of two ways. You can either grant them
 3 permission to leave it there for another year,
 4 which is what they're asking. It's already
 5 been up there two years, and I didn't even
 6 know. So it's been up for a year and a half,
 7 and none of my maintenance guys have complained
 8 about it. And I guess somebody saw it from the
 9 street -- the HOA saw it from the street and
 10 gave them the citation.
 11 So one of two ways, we can either -- the
 12 board can either grant them that six feet for
 13 the one year, or, as you know, we have had to
 14 help a couple of the residents remove the plant
 15 material that was on the CDD's property. So my
 16 recommendation would be, if the board doesn't
 17 want to give them that six feet, would be to
 18 let me maintenance guys and myself go over
 19 there and help them move that play structure to
 20 a suitable spot and make the changes -- help
 21 them make the changes they can use so that the
 22 child can continue to be in his safe haven, as
 23 the Pfeiffers call it.
 24 THE CHAIR: Let me start this discussion
 25 by saying I know the father and son very well

1 through scouting. So I know them. I know the
2 family. I know the circumstances. So I'm --
3 I'll kind of temper my comments here. I don't
4 have a conflict of any kind. But I know this
5 family. I've been to that house a number of
6 times. I have never seen this thing back
7 there. It had no idea it was back there.

8 MR. MAYS: I didn't notice it either.

9 THE CHAIR: Where do they stand with the
10 WCA?

11 MR. MAYS: I believe they didn't file a
12 mod -- or not a -- they didn't file for a
13 permit or -- whatever you call it.

14 MS. WHYTE: Modification.

15 MR. MAYS: A modification to get it
16 approved. So that's when they saw it, I guess.

17 THE CHAIR: Because we're looking at two
18 issues. We're looking at whether this play
19 structure meets the WCA's guidelines and
20 whether they can have it at all.

21 MR. MAYS: Which it does not.

22 THE CHAIR: And then we have -- it's not
23 our responsibility or jurisdiction, so to
24 speak. Then we have the issue of this play
25 structure, whether it's approved or not,

1 encroaching on our land. So I think the WCA
2 goes first.

3 MS. McCORMICK: It may be a permit issue
4 too. I mean, the permit --

5 MR. CHESNEY: Well, I mean, can't we just
6 kind of table it until the WCA and the
7 permit --

8 THE CHAIR: I want to hear Mr. Ross.

9 MR. ROSS: I want to temper my remarks as
10 well. But since I'm chair of the variance
11 committee, I think I have some knowledge as to
12 what's transpired. My understanding is, the
13 homeowners built this structure without
14 applying for modification approval with the
15 WCA. They built it themselves. They did not
16 get a third-party vendor. How it came to the
17 WCA's attention, I don't know. But they did
18 get cited. And they eventually filed a request
19 with the variance committee asking for a
20 variance from the WCA requirements.

21 The requirements in play, I believe, were
22 twofold. One was, they didn't build it far
23 enough from the property line. And, two, they
24 exceeded the height limitation. The variance
25 committee did not tell them what they needed to

1 do. Rather, the variance committee -- and it
2 was my motion -- denied the request for the
3 variance based on the information presented to
4 us by the homeowners. It was our strong
5 suggestion -- and again, I was doing most of
6 the talking -- that the Pfeiffers get with the
7 WCA, to understand what were the requirements,
8 what did they need to do to be in accordance
9 with the requirements. They did --

10 Ms. Pfeiffer did indicate plan on taking the
11 thing down in the next year anyway, that their
12 son had outgrown the swing set and was soon
13 going to outgrow the structure separate from
14 that. And so we suggested she get with the
15 property manager to find out what, if anything,
16 they would need to do to be in compliance. So
17 that's how we left it. And whether they have
18 met with the property manager, I don't know for
19 certain. I do have the understanding that they
20 talked to Doug.

21 MR. CHESNEY: Can I go back to my
22 suggestion? Why don't we let it play out with
23 them first?

24 MR. ROSS: No matter what, if they want
25 to move the structure or make alterations, we

1 did discuss with Ms. Pfeiffer she would need
2 to submit a modification approval, and she
3 understood that. I don't know if that's her
4 intention or what.

5 MR. MAYS: From my understanding, that's
6 what -- she is waiting to see what I find out
7 tonight, if they needed to do a modification --
8 a modification change order or whatever it may
9 be. Because I told her I -- from what I know
10 from the past, this board can't set that
11 precedent to where they can authorize the usage
12 of land, even if it would be for a year. So
13 that's basically what I felt like I was going
14 to end up telling her, that she needs to find
15 out what's required, find the maintenance -- I
16 mean, find the modifications, find out what
17 modifications need to be done. And if we have
18 to assist, we could assist.

19 THE CHAIR: Can I suggest we table this
20 for 30 days to see what action, if any, the WCA
21 takes in that window? I think you need to go
22 back to the Pfeiffers and indicate to them that
23 this board has never granted an easement over
24 its property, especially on a lake front. They
25 need to think that through when they start

1 negotiating and working with the WCA.
 2 MR. ROSS: Just so it's clear, the WCA is
 3 not going to be taking any action. The
 4 variance was denied. And so the ball was left
 5 back in their court to figure out what they
 6 want to do. Do they want to keep the
 7 structure, and if so, they need to make a
 8 modification application.

9 THE CHAIR: The WCA can violate that
 10 structure.

11 MR. ROSS: Well, that's how they ended up
 12 at our doorstep. They got cited. And then
 13 they made the variance request. We denied the
 14 variance application, and so they're presently
 15 in violation.

16 THE CHAIR: I missed that part. I'm
 17 sorry.

18 MR. ROSS: Yeah.

19 MR. CHESNEY: So, I mean, in thinking of
 20 that, my suggestion is, we table it for 90
 21 days. Because it can take a while to go
 22 through the WCA, because just a -- if where it
 23 is now, they have to go back and file an
 24 application of what they want to do, then it
 25 has to get approved. That can take 60 days if

1 can't -- I'm not quite comfortable with that.

2 MR. CHESNEY: That's fine.

3 THE CHAIR: 60.

4 MR. ARGUS: I'll compromise on 60.

5 THE CHAIR: What does everybody else
 6 think? I think the WCA -- well, it sounds like
 7 they've already taken action.

8 MR. ARGUS: It should be in the -- going
 9 back to covenants, I would think.

10 MR. MAYS: I believe they have. Because
 11 she told me she has been dealing -- her and
 12 Debbie have been having conversations about
 13 this situation.

14 THE CHAIR: Is it public record whether
 15 there's a fine in place, or is that still
 16 protected?

17 MR. MAYS: I think she's got till the
 18 21st to give them -- to give them -- of this
 19 month to either file a modification or make the
 20 changes that were recommended.

21 THE CHAIR: The changes that were
 22 recommended, that was in both location and
 23 scope?

24 MR. MAYS: Correct.

25 THE CHAIR: Size?

1 they're on their ball -- if they're on the
 2 ball. If they're on the ball. So --

3 MR. ARGUS: The modification request has
 4 to be approved or denied within a certain
 5 number of -- limited number of days, otherwise
 6 it's deemed approved. So it's not going to
 7 take --

8 MR. CHESNEY: I don't -- they haven't
 9 even made the application yet.

10 MR. ROSS: Because we clearly -- I --
 11 again, I was doing most of the talking. I
 12 clearly encouraged Ms. Pfeiffer to get with
 13 W -- the staff, the WCA staff, to not do it all
 14 on their own, but to understand what was
 15 permissible, what were the guidelines, what
 16 were the limitations. So I don't know if
 17 they've gotten with staff yet. If they
 18 haven't, I mean, I'm sure they'll need another
 19 couple weeks.

20 MR. CHESNEY: I mean, from 90, 60 -- I'm
 21 just saying 30 is not -- they're going to bring
 22 it up, and we're not going to be anywhere else.

23 MR. ARGUS: I can support a 30-day. Get
 24 an update, and we can always extend them
 25 another 30 days. But doing a 90-day, I

1 MR. MAYS: The height, right.

2 THE CHAIR: Did the modification include
 3 getting it and moving it off of the CDD
 4 property?

5 MR. MAYS: Yes. I believe so. I don't
 6 know if the modification --

7 MR. CHESNEY: Not only that, there's an
 8 offset off the property line whenever you build
 9 something anyways. So it's not only not --
 10 it's not supposed to be on our land. It's not
 11 even supposed to be within what, five feet of
 12 the property line.

13 MR. ROSS: Yeah. The clear -- the
 14 variance committee was not asked about having
 15 the play structure on CDD property. We were
 16 simply looking at the issue of whether they
 17 satisfied the hardship criteria so as to permit
 18 violation of the setback requirement. And they
 19 didn't satisfy the issue regarding the setback.
 20 And it had nothing to do with CDD property.
 21 Nothing.


22 MS. McCORMICK: It's really a moot issue
 23 for the CDD, because if they can't be within
 24 the setback, then they can't be within the CDD
 25 property.


1 MR. CHESNEY: That's why I'm saying, I
2 think in 60 days, it will take care of itself.
3 THE CHAIR: Why don't you work with the
4 family, and we'll get this on the agenda for 60
5 days. Any other field --
6 MR. MAYS: That's it. That's it.
7 THE CHAIR: Sonny, anything?
8 MS. WHYTE: Nope.
9 THE CHAIR: Supervisor comments.
10 Mr. Ross.
11 MR. ROSS: A couple months ago or a month
12 ago, I raised the issue that I acquired a
13 parcel of real estate that had some poles on
14 it, and I knew the CDD wanted to buy them. I
15 know legal counsel correctly opined that there
16 were legal limitations on the CDD buying those
17 poles from me. I have made tentative
18 arrangements with one of my contractors for him
19 to accept those poles in part payment of part
20 of my financial obligations to him. I
21 mentioned to him that I know at one point the
22 CDD was interested in purchasing those. And so
23 I don't know what, if any, constraints would be
24 upon me at this point.
25 And so I just throw it out there to make

1 sure I'm doing what I'm supposed to be doing.
2 If there's no constraints, then that's fine.
3 If there are constraints, you know --
4 MS. McCORMICK: I think the constraints
5 are for you to have any business dealings with
6 the district, rather, it be, you know, directly
7 or through some third party. So as long as you
8 are not involved, if you -- if you sell the
9 light poles or you transfer them to a third
10 party entity, and then at that point, you're
11 not involved, then I don't think there's an
12 issue.
13 MR. ROSS: Okay. I'll certainly heed
14 that as best I can. The vendor says they're
15 worth substantially more than the CDD has
16 offered. And so I've kind of said to my
17 vendor, "Well, look, the whole reason I'm doing
18 this, I want the CDD to be able to buy them,
19 because that's who needs them."
20 And so I do have that consideration
21 there. I'm pressing my vendor not to accept
22 them and flip them off to somebody else to make
23 a larger profit. I'm trying to press him to
24 sell them to the CDD.
25 MS. McCORMICK: Okay. Well, like I say,

1 I think that the constraint legally is that you
2 really can't be involved with any part --
3 MR. ROSS: Okay.
4 MS. McCORMICK: -- of the financial
5 transaction with the district, unfortunately,
6 in this case, because, you know, it's probably
7 not to the benefit of the district. But it
8 just is what it is.
9 MR. ROSS: And that's actually what burns
10 me out, is that the CDD is not going to end up
11 with poles that it would --
12 MS. McCORMICK: Right.
13 MR. ROSS: -- benefit from. Okay.
14 THE CHAIR: You don't want the
15 relationship to be considered that you were
16 just setting your contractor up to be the straw
17 transferee --
18 MR. ROSS: I get that.
19 THE CHAIR: -- of the poles.
20 MR. ROSS: No. I get it.
21 THE CHAIR: You need to avoid that
22 appearance.
23 MR. ROSS: Which is why I'm raising it.
24 I want to do it correctly.
25 THE CHAIR: Any other supervisor -- any

1 other supervisor comments? Any other resident
2 comments? Mr. Barrett?
3 MR. CHESNEY: Motion to adjourn.
4 THE CHAIR: Motion to adjourn would be
5 appropriate.
6 MR. CHESNEY: Done. Made.
7 MR. ROSS: Second.
8 THE CHAIR: Seconded. All in favor,
9 raise your hand. The motion passes seven to
10 nothing, it looks like.
11 (Proceedings concluded at 5:33 p.m.)
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16
17


Mark Ragusa
Chairman, Westchase CDD


Andrew P. Mendenhall, PMP
Secretary, Westchase CDD