

**WESTCHASE
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

APRIL 3, 2018

Westchase Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071 Phone: 954-603-0033 Fax: 954-345-1292

March 27, 2018

Board of Supervisors
Westchase Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Westchase Community Development District will be held on Tuesday, April 3, 2018 at **4:00 p.m.** at the **Westchase Community Association Office, 10049 Parley Drive, Tampa, Florida.** Following is the advance agenda for this meeting:

1. **Roll Call**
2. **Consent Agenda**
 - A. Approval of the March 6, 2018 Meeting Minutes with Any Corrections Submitted
 - B. Acceptance of Financial Statements as of February, 2018
3. **Engineer's Report**
4. **Attorney's Report**
 - A. Notice of County Commission Public Hearing for the Addition of Parking Spaces to the Westchase Professional Office Center (Informational Only)
5. **Manager's Report**
6. **Field Manager's Report**
7. **Discussion of Golf Course**
8. **Audience Comments**
9. **Supervisors' Requests**
10. **Adjournment**

Any items not included in the agenda package will either be distributed under separate cover or presented at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,



Andrew P. Mendenhall, PMP/sd
Manager

cc: Erin McCormick
Tonja Stewart
Christopher Barrett
Sonny Whyte

Second Order of Business

2A.

<div>Page 1</div> <div>RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT</div> <hr/> <div>TRANSCRIPT OF: BOARD MEETING</div> <div>DATE: March 6, 2018</div> <div>TIME: 4:00 p.m. - 6:20 p.m.</div> <div>PLACE: Westchase Community Association Office 10049 Parley Drive Tampa, Florida</div> <div>REPORTED BY: Kimberly Ann Roberts Notary Public State of Florida at Large</div> <div>RICHARD LEE REPORTING (813) 229-1588</div> <div>TAMPA: email: rlr@richardleereporting.comST. PETERSBURG: 100 North Tampa Street, Suite 2845 111 2nd Avenue N.E. Tampa, Florida 33602 St. Petersburg, Florida 33701</div>	<div>Page 3</div> <div> <div>1INDEX</div> <div>2PAGE</div> <div>3Meeting called to order4</div> <div>4Roll Call5</div> <div>5Consent Agenda5</div> <div>6Motion to Approve the consent agenda6</div> <div>7(Motion passes)8</div> <div>8Resident requests19</div> <div>9Attorney's report48</div> <div>10Update and discussion on golf course48</div> <div>11Westlake Townhomes permit update84</div> <div>12Motion to authorize Chair to execute documents107</div> <div>13(Motion passes)108</div> <div>14Engineer's report108</div> <div>15Update on Westchase maps project108</div> <div>16Manager's report109</div> <div>17Consideration of Resolution 2018-1109</div> <div>18Motion to approve110</div> <div>19(Motion passes)110</div> <div>20Field manager's report110</div> <div>21Street sweeping update110</div> <div>22Irrigation satellite system proposal112</div> <div>23Further discussion112</div> <div>24Motion to accept proposal118</div> <div>25(Motion passes)118</div> <div>Glenclyff Park repairs update122</div> <div>Cypress tree roots discussion123</div> <div>Supervisor comments134</div> <div>Motion for adjournment161</div> <div>(Motion passes)161</div> <div>Adjournment161</div> </div>
<div>Page 2</div> <div> <div>1APPEARANCES:</div> <div>2WESTCHASE COMMUNITY DEVELOPMENT</div> <div>3DISTRICT BOARD MEMBERS:</div> <div>4Jim Mills, Chairman</div> <div>5Greg Chesney</div> <div>6Matthew Lewis</div> <div>7Brian Ross</div> <div>8Barbara Hessler Griffith</div> <div>9ALSO PRESENT:</div> <div>10SEVERN TRENT SERVICES:</div> <div>11Andy Mendenhall</div> <div>12DISTRICT ATTORNEY:</div> <div>13Erin McCormick</div> <div>14DISTRICT ENGINEER:</div> <div>15Tonja Stewart</div> <div>16WESTCHASE STAFF:</div> <div>17Doug Mays</div> <div>18Sonny Whyte</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> </div>	<div>Page 4</div> <div> <div>1The transcript of Westchase Community</div> <div>2Development District Board Meeting, on the 6th day</div> <div>3of March, 2018, at the Westchase Community</div> <div>4Association Office, 10049 Parley Drive, Tampa,</div> <div>5Florida, beginning at 4:00 p.m., reported by</div> <div>6Kimberly Ann Roberts, Notary Public in and for the</div> <div>7State of Florida at Large.</div> <div>8*****</div> <div>9CHAIRMAN MILLS: This is the March 6th</div> <div>10regular meeting of the Westchase Community</div> <div>11Development District. Call the meeting to</div> <div>12order, and let the record reflect that all</div> <div>13supervisors, except for Mr. Chesney, are</div> <div>14present, and it's probably him pulling in now,</div> <div>15so we'll do the same thing to him.</div> <div>16But let's begin with the National Anthem</div> <div>17-- Pledge of Allegiance.</div> <div>18(The Pledge of Allegiance was recited.)</div> <div>19CHAIRMAN MILLS: Go ahead and let these</div> <div>20guys roll in. It must be 4:05. Supervisor</div> <div>21Chesney has arrived.</div> <div>22(Supervisor Chesney enters the room.)</div> <div>23CHAIRMAN MILLS: The record should also</div> <div>24reflect that District Counsel, Erin McCormick,</div> <div>25is present, District Manager, Andy Mendenhall</div> </div>

<p style="text-align: right;">Page 5</p> <p>1 is present, and staff is present as well.</p> <p>2 All right. So we're going to deviate a</p> <p>3 little bit from the agenda. We're going to go</p> <p>4 through the consent agenda first, but then I</p> <p>5 understand we've got residents from the Villas</p> <p>6 of Woodbridge here, so we're going to tackle</p> <p>7 that before we get into staff issues, out of</p> <p>8 respect for their time, so they don't have to</p> <p>9 sit here for the seven hours that we go</p> <p>10 through this every month. Okay?</p> <p>11 So we do have a consent agenda. If</p> <p>12 you'll recall, we did not get the January</p> <p>13 minutes correctly last month in time to</p> <p>14 properly approve them, so on this month's</p> <p>15 consent agenda, we have January's minutes and</p> <p>16 February's minutes, the monthly financial</p> <p>17 statements, and this month we also have</p> <p>18 request to accept the financial audit for our</p> <p>19 fiscal year of 2017. So it would be</p> <p>20 appropriate for a motion to approve that.</p> <p>21 MR. ROSS: Could I ask that the</p> <p>22 financial audit be removed from the consent</p> <p>23 agenda? I had a couple of questions or</p> <p>24 comments about it.</p> <p>25 CHAIRMAN MILLS: So do you feel they are</p>	<p style="text-align: right;">Page 7</p> <p>1 that, what was the underlying issue, who was</p> <p>2 involved, if we know, and what remedial steps,</p> <p>3 if any, have we taken to make sure that</p> <p>4 doesn't happen again?</p> <p>5 MR. MENDENHALL: I can find out. I can</p> <p>6 get those details for you.</p> <p>7 MR. CHESNEY: Okay. I was unaware of</p> <p>8 that. I have a suggestion. And when you do</p> <p>9 that, can you find out how much positive</p> <p>10 pay is. That will make that simpler. I know</p> <p>11 we do not currently do it, and that would be</p> <p>12 something you would have to do.</p> <p>13 MR. MENDENHALL: Gotcha.</p> <p>14 MR. ROSS: But you'll get all the</p> <p>15 circumstances as to why it happened --</p> <p>16 MR. MENDENHALL: Yes. All the details,</p> <p>17 yeah.</p> <p>18 MR. ROSS: -- and what we've done to fix</p> <p>19 it and all that good stuff.</p> <p>20 MR. MENDENHALL: No problem.</p> <p>21 MR. ROSS: The next question I had about</p> <p>22 it was, it seemed that the auditor was</p> <p>23 suggesting that we should contemplate paying</p> <p>24 off one or more of the bonds early.</p> <p>25 And I will direct my question to</p>
<p style="text-align: right;">Page 6</p> <p>1 questions that could be handled during</p> <p>2 discussion once a motion is made?</p> <p>3 MR. ROSS: Oh, sure. Sure. Okay.</p> <p>4 CHAIRMAN MILLS: Because I have</p> <p>5 questions as well.</p> <p>6 MR. ROSS: Okay. I'm sorry.</p> <p>7 CHAIRMAN MILLS: We can handle it as</p> <p>8 discussion.</p> <p>9 MR. ROSS: Sure.</p> <p>10 CHAIRMAN MILLS: And at that point, we</p> <p>11 can opt to remove it.</p> <p>12 MR. ROSS: Got it.</p> <p>13 CHAIRMAN MILLS: We need a motion to</p> <p>14 approve the consent agenda.</p> <p>15 MR. LEWIS: Motion to approve.</p> <p>16 CHAIRMAN MILLS: Motion to approve by</p> <p>17 Mr. Lewis.</p> <p>18 Second?</p> <p>19 MS. GRIFFITH: Second.</p> <p>20 CHAIRMAN MILLS: Second by Ms. Griffith.</p> <p>21 Discussion. Mr. Ross.</p> <p>22 MR. ROSS: With regard to the financial</p> <p>23 audit, it says in the notes that our bank</p> <p>24 account had been compromised, and I was</p> <p>25 wondering what was the status of resolving</p>	<p style="text-align: right;">Page 8</p> <p>1 Mr. Chesney. Do you have any thoughts on</p> <p>2 that? Is it premature to be talking about</p> <p>3 that?</p> <p>4 MR. CHESNEY: Let me be frank. I</p> <p>5 haven't reviewed the audit this year, but I</p> <p>6 can tell you that the way the bonds are funded</p> <p>7 is, we have an escrow account that, in</p> <p>8 general, they were -- you pay off -- the</p> <p>9 escrow account will allow you to pay the bonds</p> <p>10 off one year earlier.</p> <p>11 Now, I'm somewhat surprised that the</p> <p>12 auditor would say that, because when we</p> <p>13 refinanced the bonds ten, twelve years ago,</p> <p>14 I'm pretty sure, from my hazy memory, that I</p> <p>15 got rid of the escrow accounts.</p> <p>16 MR. McCORMICK: Uh-huh.</p> <p>17 MR. CHESNEY: But I know there was one</p> <p>18 bond where we couldn't get insurance, and so</p> <p>19 that means that it would be in an escrow</p> <p>20 account, so it must be this bond. I will look</p> <p>21 into that and get back to you.</p> <p>22 MR. ROSS: To be clear -- I don't want</p> <p>23 to mislead you -- that the auditor didn't come</p> <p>24 out and say that we should do it, but just the</p> <p>25 way the auditor was commenting on how we done</p>

<p style="text-align: right;">Page 9</p> <p>1 it before. It made me feel that the auditor 2 thought it was appropriate for a better 3 evaluation, if you will. 4 I think we have a bond coming up in '18, 5 '20 and '21. 6 MR. CHESNEY: Yeah, I will tell you, in 7 general, we pay them off early, because that 8 way, it goes back to the people that have been 9 paying the bond. 10 MR. ROSS: Right. 11 MR. CHESNEY: Because any excess goes 12 into the general fund. 13 MR. ROSS: And I actually think you're 14 great at -- 15 MR. CHESNEY: Yeah, I just wasn't aware 16 of it. I mean, it's the first I've heard of 17 both of these things. 18 MR. ROSS: Okay. No other questions. 19 Thank you. 20 CHAIRMAN MILLS: Okay. Subject to that 21 information being funneled back, so you're 22 still okay with that pending motion? 23 MR. ROSS: Yes. 24 CHAIRMAN MILLS: Okay. My question was, 25 are there any issues or any abnormalities,</p>	<p style="text-align: right;">Page 11</p> <p>1 numbers, going, "Yes, it balances"? 2 MR. MENDENHALL: They end up -- so what 3 they wind up checking on is they'll actually 4 look into contracts, payments made on 5 contracts, they'll actually research meeting 6 minutes to make sure that certain payments 7 were authorized, that sort of thing. 8 Now, whether they do it wholesale, I 9 don't think so. They are probably spot 10 checking it basically. But they will often 11 contact us and say, "Hey, where is the 12 approval in the meeting for this particular 13 invoice that went out," or they'll say, "Where 14 is the contract behind this progress payment 15 on the invoice," to make sure it was detailed 16 as it was paid. 17 MR. McCORMICK: Or if there was a 18 property transference, the information about 19 conveying the -- 20 MR. MENDENHALL: They ask about, "Has 21 anything been acquired or anything sold in the 22 past year?" That's another big one. 23 MS. GRIFFITH: Right. Okay. 24 MR. MENDENHALL: But the short answer 25 is, yeah, they're looking over it or they're</p>
<p style="text-align: right;">Page 10</p> <p>1 Andy, in this audit at all that raised any -- 2 MR. MENDENHALL: No. 3 CHAIRMAN MILLS: -- flags with you. 4 MR. MENDENHALL: No. Usually what 5 they'll do is, they'll ask our company to 6 provide any explanations of any issues that 7 are raised; they'll do that as comment. And 8 if you look at the letter on Page 27, it kind 9 of goes over the various laws and accounting 10 -- the accounting rules that you didn't fall 11 out of compliance with, so -- 12 CHAIRMAN MILLS: Okay. Any other 13 supervisor questions on the audit? 14 MS. GRIFFITH: I have a question just in 15 terms of maybe process, maybe an education 16 question for me. 17 But when we're doing the audit, we're -- 18 are we auditing the approved expenses, because 19 I learned that -- I think we just went through 20 a training to sort of automate how we pay our 21 invoices, things of that nature, which tells 22 me it's been somewhat manual in the past. 23 So is the auditor actually looking to 24 who we are writing checks to and that sort of 25 thing, or are they just really looking at</p>	<p style="text-align: right;">Page 12</p> <p>1 double checking payments, invoices, contracts, 2 but once again, more on a -- at least as I'm 3 aware of -- on a spot-check basis, so -- 4 MS. GRIFFITH: So moving to an automated 5 -- to some technology around it, does that 6 help with audits? Does it kind of allow us to 7 maybe go a level deeper or -- 8 MR. MENDENHALL: Well, I mean, it's your 9 auditor that's kind of determining what 10 they're looking for and what they're reporting 11 back on. So, in other words, you, as a board 12 -- and, you know, maybe this could be 13 something that changed -- but at least right 14 now, you, as a board, or us, as a management 15 company, don't go to them and say, "Hey, make 16 sure you check for this specifically," or 17 "Make sure that you -- you know, you go 18 through all the invoices and everything." 19 And they've got some set of guidelines 20 that they're using that's, I'm assuming, 21 number one, they're following the generally 22 accepted accounting principles, but they're 23 also doing what is typically done for other 24 special districts through Florida, because, 25 you know, that's kind of their expertise.</p>

<p style="text-align: right;">Page 13</p> <p>1 And I'm sure they have some sort of a</p> <p>2 template that, you know, "Here is our</p> <p>3 checklist of items that we want to make sure</p> <p>4 we want to go through, here's what we want to</p> <p>5 report back on, and here's what we want to</p> <p>6 look in depth if we see something."</p> <p>7 MR. CHESNEY: And you should be</p> <p>8 receiving -- in the reports, there should be</p> <p>9 copies of checks. I mean, we did that a long</p> <p>10 time ago where --</p> <p>11 MR. MENDENHALL: In the financials</p> <p>12 themselves?</p> <p>13 MR. CHESNEY: Yeah. When they write</p> <p>14 checks, we have access to them, so we can all</p> <p>15 see them.</p> <p>16 MS. GRIFFITH: Really?</p> <p>17 MR. CHESNEY: Should be. They're in</p> <p>18 mine.</p> <p>19 MS. WHYTE: The accounting at Severn</p> <p>20 Trent has just gone into a program called</p> <p>21 Aved (phonetic).</p> <p>22 MR. MENDENHALL: Aved. Close.</p> <p>23 MS. WHYTE: Close enough. They just</p> <p>24 started doing that, and I know for a fact that</p> <p>25 the auditors have complete access to that, so</p>	<p style="text-align: right;">Page 15</p> <p>1 winding up happening is we're having them sent</p> <p>2 directly to Coral Springs where they're</p> <p>3 entered into a system, which somebody like</p> <p>4 Sonny or somebody like myself, we go into</p> <p>5 there.</p> <p>6 In your queue, you have X amounts of</p> <p>7 invoices, which you can go through and</p> <p>8 manually approve questions, and it creates</p> <p>9 that -- it creates basically that audit trail,</p> <p>10 if you will, of who touched it, who entered</p> <p>11 it, who approved it, if there's a secondary</p> <p>12 approval, if there were any questions,</p> <p>13 comments. So it gives a lot better tracking</p> <p>14 basically.</p> <p>15 MS. GRIFFITH: So what is our review and</p> <p>16 approval? Sonny reviews and you approve?</p> <p>17 MS. WHYTE: No.</p> <p>18 MR. MENDENHALL: No. Right now, it's</p> <p>19 going to your field office, they give the</p> <p>20 ultimate approval, and then it goes onward to</p> <p>21 accounts payable where they cut the check.</p> <p>22 MS. WHYTE: And the auditor -- and the</p> <p>23 accountants, the head accountant, the one</p> <p>24 accountants, two accountants, yeah, there is a</p> <p>25 process.</p>
<p style="text-align: right;">Page 14</p> <p>1 they can go in and see any invoice, any</p> <p>2 request, any written remark, anything that's</p> <p>3 in the program.</p> <p>4 And I just recently got access to it,</p> <p>5 and I started today with my first day of</p> <p>6 sending all 35 invoices right through the</p> <p>7 program.</p> <p>8 MS. GRIFFITH: Good.</p> <p>9 MR. MENDENHALL: And on -- there's steps</p> <p>10 and steps and --</p> <p>11 MR. MENDENHALL: Yeah. I was going to</p> <p>12 give the board a little bit of detail on that</p> <p>13 because we haven't talked about it that much.</p> <p>14 The Aved system is really just a</p> <p>15 much more technology-based system for paying</p> <p>16 the invoices. So in many of our districts,</p> <p>17 the process would be field manager, or I, as</p> <p>18 the district manager, would receive invoices,</p> <p>19 okay it, code it, and then send it off to</p> <p>20 accounts payable where, of course, they</p> <p>21 process the check.</p> <p>22 This system, as you can probably</p> <p>23 imagine, is more computer-based, so what</p> <p>24 happens is, the invoices can still come to a</p> <p>25 field manager, me, but typically what is</p>	<p style="text-align: right;">Page 16</p> <p>1 But the bills come to me right now.</p> <p>2 Eventually we're working on getting the bills</p> <p>3 sent directly into the system so that there is</p> <p>4 one less, you know, delay -- there is a</p> <p>5 secondary delay, so the client will eventually</p> <p>6 start sending them directly into the system.</p> <p>7 And then they program it, and then it goes</p> <p>8 through the process. I'll get a notification</p> <p>9 saying, "You have a bill you need to</p> <p>10 approve."</p> <p>11 I look at it, and go, "I'm sorry, that</p> <p>12 work isn't completed," or, you know, I have a</p> <p>13 question on it, and I'll put a hold on it, and</p> <p>14 the accounting people will hold it.</p> <p>15 MS. GRIFFITH: So my understanding is,</p> <p>16 before the check is cut, we only have one set</p> <p>17 of eyes looking at it?</p> <p>18 MR. MENDENHALL: Well, the accounts</p> <p>19 payable person is looking at it who is</p> <p>20 responsible for this particular district, and</p> <p>21 then the accountant looks as well.</p> <p>22 MS. WHYTE: Yeah.</p> <p>23 MR. MENDENHALL: So basically you've got</p> <p>24 the person cutting the check taking a look,</p> <p>25 and, you know, what they're looking for is to</p>

<p style="text-align: right;">Page 17</p> <p>1 make sure, if it's a contracted item, if it's</p> <p>2 a regular invoice, if we paid the vendor</p> <p>3 before.</p> <p>4 So if the vendor is brand new, then it</p> <p>5 involves a whole another series of things,</p> <p>6 getting a W-9, obviously making sure that we</p> <p>7 have authorized work, that sort of thing,</p> <p>8 so --</p> <p>9 MS. GRIFFITH: Okay.</p> <p>10 CHAIRMAN MILLS: And this is an annual</p> <p>11 process, I'm guessing, required by statute for</p> <p>12 the district --</p> <p>13 MR. MENDENHALL: Oh, yeah.</p> <p>14 CHAIRMAN MILLS: -- to go through and</p> <p>15 accept.</p> <p>16 MR. McCORMICK: The audit is required by</p> <p>17 statute, yeah.</p> <p>18 CHAIRMAN MILLS: Yeah. So -- okay.</p> <p>19 Mr. Barrett.</p> <p>20 MR. BARRETT: I just also want to</p> <p>21 reiterate that all the checks that they do</p> <p>22 every month are in the financials in the</p> <p>23 packet given to everyone behind the minutes</p> <p>24 every month. So if you're wondering what's</p> <p>25 been written the month before, it's right</p>	<p style="text-align: right;">Page 19</p> <p>1 we're going to deviate from the agenda. The</p> <p>2 engineer is not here yet anyway, so out of</p> <p>3 respect to the residents from the Villas of</p> <p>4 Woodbridge, they're coming before us today to</p> <p>5 discuss the possibility of, I guess, annexing</p> <p>6 property to the CDD and begin that discussion.</p> <p>7 So, if you would, please state your name</p> <p>8 and address for the record.</p> <p>9 MS. KRUSE: Pat Kruse, 9832 Gingerwood.</p> <p>10 Basically people in the community are</p> <p>11 interested. We need to know what our next</p> <p>12 step is.</p> <p>13 We would like to see some figures from</p> <p>14 engineering, legal, that we can take back to</p> <p>15 the community, so they can make comparisons.</p> <p>16 So we just need to know from you what we</p> <p>17 should do from here.</p> <p>18 CHAIRMAN MILLS: So can you elaborate on</p> <p>19 what it is you're looking for the CDD to do?</p> <p>20 MS. KRUSE: We had a meeting with Sonny</p> <p>21 and Andy, and they just said that they</p> <p>22 couldn't -- if we asked legal or engineering</p> <p>23 or both to put some figures together, they</p> <p>24 wouldn't be exact, but it would give people a</p> <p>25 comparison of what it would do, what would be</p>
<p style="text-align: right;">Page 18</p> <p>1 there.</p> <p>2 I look at it pretty regularly, so --</p> <p>3 question, surplus this year, and if so, what</p> <p>4 was added to the fund balance? Do you need to</p> <p>5 get that?</p> <p>6 MR. MENDENHALL: Yeah.</p> <p>7 MR. BARRETT: Okay.</p> <p>8 MR. MENDENHALL: I just don't want to</p> <p>9 give you the wrong number. I can take a look</p> <p>10 and give you a guess, but since you're the</p> <p>11 media, I want to make sure.</p> <p>12 MR. CHESNEY: Page Nine in the report.</p> <p>13 MR. BARRETT: Sorry?</p> <p>14 MR. CHESNEY: No. I'm looking it up,</p> <p>15 too, but I think it's Page Nine.</p> <p>16 CHAIRMAN MILLS: All right. So we have</p> <p>17 a motion on the floor, seconded for the</p> <p>18 approval of the consent agenda.</p> <p>19 Any further discussion? All in favor.</p> <p>20 (All board members signify in the</p> <p>21 affirmative.)</p> <p>22 CHAIRMAN MILLS: Okay. Approved five to</p> <p>23 zero.</p> <p>24 (Motion passes.)</p> <p>25 CHAIRMAN MILLS: Okay. So here's where</p>	<p style="text-align: right;">Page 20</p> <p>1 pulled out of our finances and over to you and</p> <p>2 how it would compare.</p> <p>3 CHAIRMAN MILLS: So specifically roads</p> <p>4 and gates -- right? -- what we're talking</p> <p>5 about?</p> <p>6 MS. KRUSE: Yes, roads, gates, I guess</p> <p>7 sidewalks.</p> <p>8 MS. WHYTE: They wanted to do the street</p> <p>9 lights as well, but we have an issue with</p> <p>10 TECO. They're not forthright in changing our</p> <p>11 contracts too often, from what I'm</p> <p>12 understanding --</p> <p>13 CHAIRMAN MILLS: Okay.</p> <p>14 MS. WHYTE: -- which is what we</p> <p>15 encountered in the Enclaves, so --</p> <p>16 MR. McCORMICK: So is the Villas of</p> <p>17 Woodbridge a gated community?</p> <p>18 MS. WHYTE: Yes, ma'am.</p> <p>19 MR. McCORMICK: And all of those roads</p> <p>20 are, right now, owned by the HOA --</p> <p>21 MS. WHYTE: Correct.</p> <p>22 MR. McCORMICK: -- of the Villas of</p> <p>23 Woodbridge?</p> <p>24 Okay.</p> <p>25 CHAIRMAN MILLS: Thoughts?</p>

<p style="text-align: right;">Page 21</p> <p>1 MR. McCORMICK: So -- so we would be 2 looking at, I guess, then conveying those 3 roads and gates to the CDD as we have in other 4 villages within the district, and having then 5 -- they would be budgeted for by the CDD -- 6 MS. WHYTE: Correct. 7 MR. McCORMICK: -- for the particular 8 community. 9 MS. WHYTE: And what they're trying to 10 figure out is how it would affect them in 11 their assessments. How much would be -- Andy 12 indicated they couldn't transfer the funds 13 from their present account, if that's their 14 road reserve, because that's an HOA issue. Am 15 I correct, Andy? 16 MR. MENDENHALL: Uh-huh. I mean, I'll 17 defer to Erin. 18 MS. WHYTE: Defer to Erin. 19 MR. McCORMICK: Right. 20 MS. WHYTE: That was the discussion. We 21 didn't have legal at the time. And so we 22 would have to determine engineering-wise what 23 -- how -- you know, we'd have to, depending on 24 what Tonja needed, whether or not she would 25 have to evaluate what the roads looked like,</p>	<p style="text-align: right;">Page 23</p> <p>1 MS. GRIFFITH: So I heard roads and 2 maintenance. Doug, I understood that it was 3 in that community that we -- they also take 4 care of some of their own landscaping. Is 5 that right? 6 MR. MAYS: Yeah, they do their own 7 landscaping in there, too. 8 MS. GRIFFITH: So it's not a request for 9 us to assume responsibility for -- 10 MS. WHYTE: I don't think so. No, that 11 wasn't one of the things they wanted to do. 12 MS. KRUSE: Is that an option? 13 MS. WHYTE: I don't think so. 14 MS. KRUSE: I don't think it was. 15 MR. MAYS: The communities that we do 16 take care of the roads and sidewalks, none of 17 them we take care of the landscaping. Just 18 Stonebridge, and they all have their own 19 landscape companies. 20 MS. WHYTE: It would just be common 21 areas within the boundaries of -- 22 MR. MAYS: Nothing, just the gated area. 23 MS. WHYTE: -- no, not that I'm aware 24 of. 25 MS. GRIFFITH: Okay.</p>
<p style="text-align: right;">Page 22</p> <p>1 when they were repaved. And I think they were 2 done three years ago? 3 MS. KRUSE: Two or three years ago. 4 They're fairly recent. Their sidewalks were 5 all clear, you know, things like that are all 6 up to date. 7 It's basically it's -- you know, they 8 want to become part of the CDD. No 9 different than Stonebridge or the Greens or 10 Harbor Links, Vineyards, anything like that. 11 So they wanted to join into us. 12 MR. McCORMICK: All right. And are 13 there any park areas or any amenities that the 14 community would keep for itself? 15 MS. KRUSE: The pool would be the only 16 thing that I -- we don't have any park or 17 anything. 18 MS. WHYTE: How many homes are in there? 19 I think there's only like 62, not even. 20 MS. KRUSE: Not even. 40 something. 21 MS. WHYTE: Yeah, it's a very small, 22 little -- one road. 23 MS. KRUSE: Yeah. 42, 44, something 24 like that. 25 MS. WHYTE: Yeah.</p>	<p style="text-align: right;">Page 24</p> <p>1 CHAIRMAN MILLS: Mr. Ross. 2 MR. ROSS: Erin, refresh my failing 3 memory on what is the rule with regard to 4 public versus private access with regard to 5 gated communities? 6 My general recollection is that if the 7 CDD owns it, it's a public road. 8 MR. McCORMICK: Correct. 9 MR. ROSS: And if the public wants to 10 enter into it, they technically can't deny it. 11 MR. McCORMICK: Right. 12 MR. ROSS: You may have some logistical 13 issues to get through with regard to the gate, 14 but they couldn't deny it. 15 MR. McCORMICK: Right. Right. That's 16 correct. 17 MS. WHYTE: But they don't have a guard 18 gate. They literally have transponders, just 19 like the Vineyards or anything like that. 20 MR. McCORMICK: Well, but if somebody 21 from the public came and said that they wanted 22 access to that community, we would have to 23 come up with some mechanism to provide that 24 access -- 25 MS. WHYTE: Absolutely. We explained --</p>

<p style="text-align: right;">Page 25</p> <p>1 MR. McCORMICK: And so it does have an 2 impact on, you know, the ability to say that 3 this is a private community, because at that 4 point it really is not a private community. 5 MS. WHYTE: No. Their main concern is 6 that on the days -- and I'll be very frank -- 7 their biggest concern is the day that 8 Westchase evidently had their open house, and 9 we were going to open the gates and let 10 everybody park in their roads. 11 Well, I said, "No, that's not what it 12 is. I mean, we couldn't do that." We have 13 never done that to anywhere else. We don't 14 open the gates to allow the public -- 15 MR. McCORMICK: They would be district 16 roads at that point, so 20 years from now when 17 there's a different board here, that board may 18 have different policies about what they would 19 allow as far as the use of the roads. 20 I think that's just something for the 21 community to aware of. 22 MS. WHYTE: They are. We brought it to 23 their attention. But it's not something we 24 don't go ahead and open the gates. 25 The only time we have ever opened the</p>	<p style="text-align: right;">Page 27</p> <p>1 have heard that anybody is contemplating doing 2 that, but it does at that point become a 3 different type of property than private HOA 4 property. 5 MS. KRUSE: Would that not affect pretty 6 much Westchase as a whole then? 7 MS. WHYTE: All of our gated -- 8 MS. KRUSE: Yeah. It wouldn't just be 9 one community. 10 MS. WHYTE: No. It would affect all of 11 our gated communities. 12 MS. GRIFFITH: Ms. Kruse, can I ask, 13 what is motivating the request? After all 14 these years, why are we now considering -- 15 MS. KRUSE: I have only lived here five 16 years. 17 MS. GRIFFITH: Okay. 18 MS. KRUSE: And this was something that 19 -- this is my understanding, that years ago 20 it was looked at, but the owner's sons didn't 21 want any part of it, and now the community 22 is turned over enough that those original 23 owners are fewer, and there's been newer ones, 24 and they just want to look to see why we 25 weren't ever part of --</p>
<p style="text-align: right;">Page 26</p> <p>1 gates in any of our gated communities, and 2 that is with permission, is garage sale day. 3 MR. ROSS: Well, the reason that I 4 raised it is, I'm a little bit surprised that 5 the community would be okay with the 6 possibility of losing their gates. 7 As Erin just alluded to, a future board 8 in ten years said, "We're taking down the 9 gate, we don't want it," I can see some folks 10 in your community would feel like -- 11 MS. KRUSE: That would be an issue, 12 because when there's anything going on at the 13 rec center or at the school or even in the 14 town center, people park on both sides of the 15 road and break the sprinklers; and if they 16 come in -- I mean, they are doing it even into 17 our entrance and blocking a fire truck or 18 emergency couldn't get through there, so -- 19 MS. McCORMICK: I mean, and another 20 thing, to think that, you know, you don't know 21 what change in the law might occur, so if 22 there were a change in, for example, county 23 ordinances or state law that said, you know, 24 special districts can no longer maintain gates 25 within their properties, I mean, not that I</p>	<p style="text-align: right;">Page 28</p> <p>1 MS. GRIFFITH: Is there a perceived 2 benefit to -- 3 MR. MENDENHALL: If I can just add from 4 our conversation that day, some of the 5 discussion was that, previously at least, as 6 I understand it, there were members of that 7 particular HOA that were very active, and so 8 didn't have the interest to necessarily have 9 the CDD take over something, whereas now, you 10 know, there's some benefit perceived to having 11 the CDD handle this much because -- or mostly 12 because that, you know, as an example, with 13 the roads, we already do paving with other 14 villages, and there is some benefit to 15 consistency, there is some benefits to 16 management of it, and having some of the 17 expertise already on staff with the CDD that 18 helps out with projects like that. I don't 19 want to misstate anything. 20 MS. KRUSE: No. No. Please. 21 MR. MENDENHALL: I think that was some 22 of what I heard, that, you know, if you're 23 with the CDD, you already have some folks in 24 place, your board members, your staff that 25 have done this sort of thing, and there is a</p>

<p style="text-align: right;">Page 29</p> <p>1 little less reliance on board members 2 themselves in the HOA or that particular 3 management company that at least is just 4 managing that particular village, not, you 5 know, the community as a whole. 6 CHAIRMAN MILLS: That also doesn't put 7 the assessment responsibility on this board -- 8 MR. MENDENHALL: Yeah. 9 CHAIRMAN MILLS: -- instead of residents 10 up and down the street in that village. 11 MR. MENDENHALL: Yeah. And that's one 12 of the things we talked about also. I 13 mentioned that, you know, from my perspective, 14 when I've seen communities that have a lot of 15 their assets in HOA compared to communities 16 who have their assets in a CDD, there is 17 certainly some benefit there. 18 If, you know, the economy goes south at 19 all, you know, obviously the CDD, we have 20 nearly 100 percent collection all the time, so 21 that helps out as far as getting bills paid 22 and taking care of larger projects, so -- 23 MR. ROSS: I think the reason why I'm 24 speaking up is, I do a fair amount of 25 mediations in the world of HOA, and it would</p>	<p style="text-align: right;">Page 31</p> <p>1 neighborhoods and things like that. 2 Why don't we just sign an agreement? 3 Because all they're looking for is really our 4 expertise, and that way it should retain the 5 privacy rights. 6 MR. McCORMICK: I think we've always 7 taken the position that I recall that if the 8 district was going to be responsible for the 9 maintenance, that the roads had to be conveyed 10 to the district, or the facilities had to be 11 conveyed to the district. 12 I'm trying to think of a circumstance -- 13 MR. CHESNEY: Well, I'm trying to think 14 of -- I don't know what -- that might have 15 been said, but, I mean, I'm just giving you 16 some examples here. 17 So I always get the neighborhoods mixed 18 up, so if anyone lives in the neighborhood, I 19 apologize. But we have fixed neighborhoods' 20 ponds, billed them, we put in lighting for 21 neighborhoods, I mean, we don't own, you know, 22 and charged us that neighborhood. 23 MR. McCORMICK: Uh-huh. 24 MR. CHESNEY: We did -- what did we do 25 the one in the corner -- caddy-corner from</p>
<p style="text-align: right;">Page 30</p> <p>1 be highly, highly, highly unusual for an HOA 2 to voluntarily give up their privacy rights. 3 And I can't help feel this really, that 4 this hasn't been thought through, that just 5 there's -- I just can't even think of a 6 situation where I have encountered that where 7 the HOA said, "Yeah, we're thinking about 8 giving up our rights to privacy." 9 Usually they cherish that. They just 10 cherish it. And so I hate for us to go 11 through a lot of time and effort of analysis 12 and such without the confidence that the 13 community really thought that through and 14 really has gone through the value analysis 15 that that's the right they're willing to 16 forfeit. 17 And if they are, then they are, and then 18 I think it's worth spending the time and 19 energy to analyze. 20 CHAIRMAN MILLS: Go ahead. 21 MR. CHESNEY: Well -- I'm sorry. Well, 22 couldn't we just sign some type of use 23 agreement and maintain their gates for them 24 without providing -- we've maintained over the 25 years roadways and lights for other</p>	<p style="text-align: right;">Page 32</p> <p>1 Publix? Didn't we do some kind of -- I know 2 we paid their lights for a while. 3 But didn't we do some kind of drainage 4 in there at one time? We don't own those 5 roads. Yeah, I'm looking to you, Sonny. 6 MS. WHYTE: Yeah, I know that. You're 7 referring to the Enclaves -- are you referring 8 to the Enclaves? 9 MR. CHESNEY: Yeah, the Enclaves. 10 MS. WHYTE: Yeah, we didn't do anything 11 in the Enclaves. 12 MR. BARRETT: Saville Rowe. 13 MR. ARGUS: Saville Rowe. 14 MR. CHESNEY: Saville Rowe, yeah. Yeah, 15 that's true. 16 MS. WHYTE: Saville Rowe. Maybe -- 17 that's entirely different. 18 MR. CHESNEY: There were times -- 19 MR. McCORMICK: Normally we have looked 20 to see -- I mean, I think normally we have 21 looked to see what is the nexus to the 22 infrastructure and the facilities that the 23 district has, and if there is some, you know, 24 reason for us to do that, because, I mean, you 25 do have an issue of using public CDD dollars</p>

<p style="text-align: right;">Page 33</p> <p>1 for private property that becomes --</p> <p>2 MR. CHESNEY: Gotcha. Staff time and</p> <p>3 things like that.</p> <p>4 MR. McCORMICK: Right. Right. So I</p> <p>5 know that this was long ago, but I know that</p> <p>6 there were a couple communities that had</p> <p>7 transferred their roads to the district, and</p> <p>8 then they -- they became the responsibility of</p> <p>9 the district, but we went through the whole</p> <p>10 process of deeding those roadways to the</p> <p>11 district.</p> <p>12 CHAIRMAN MILLS: Matt.</p> <p>13 MR. LEWIS: Curiosity. What's the</p> <p>14 process for transferring that over? Do we</p> <p>15 have to get a letter from the HOA with the</p> <p>16 majority, or is it --</p> <p>17 MR. McCORMICK: I think that usually</p> <p>18 we've asked for consensus by the community</p> <p>19 that they want to do it before we really have</p> <p>20 taken, you know, district action to proceed on</p> <p>21 it, so they have gone through the process of</p> <p>22 determining what percentage of their community</p> <p>23 needs to be in support of it.</p> <p>24 MR. CHESNEY: The park over here -- I'm</p> <p>25 thinking of other times, though. I mean, we</p>	<p style="text-align: right;">Page 35</p> <p>1 MR. CHESNEY: And that's a big plus.</p> <p>2 CHAIRMAN MILLS: Do you know what</p> <p>3 percentage of the residents are behind or</p> <p>4 support this?</p> <p>5 MS. KRUSE: I do not. I was not given</p> <p>6 that figure.</p> <p>7 CHAIRMAN MILLS: Okay.</p> <p>8 MS. KRUSE: I was just told to -- that</p> <p>9 the consensus is that they want to go further</p> <p>10 with it and check it out and see</p> <p>11 monetarily --</p> <p>12 CHAIRMAN MILLS: Okay. Mr. Argus.</p> <p>13 MR. ARGUS: Thank you. Since you've</p> <p>14 only been here five years or so, you may not</p> <p>15 know the history, but the CDD -- you have your</p> <p>16 gate, that you go through it. At the other</p> <p>17 end of the road, there is that maintenance</p> <p>18 gate.</p> <p>19 The property on the other side of that</p> <p>20 is currently owned by the CDD. It was bought</p> <p>21 six, seven years ago, I guess. I don't --</p> <p>22 time flies.</p> <p>23 But by you owning the roads, you control</p> <p>24 whether or not the CDD has complete access to</p> <p>25 that property. If you give the roads over to</p>
<p style="text-align: right;">Page 34</p> <p>1 mowed the -- we maintained this park for years</p> <p>2 before we gave it back to the HOA. I don't</p> <p>3 know.</p> <p>4 MR. ROSS: No matter what, Greg -- I'm</p> <p>5 sorry -- I think you're on the right track.</p> <p>6 And a good example is the roads, that if we're</p> <p>7 doing the roads in Westchase, there is no</p> <p>8 reason why that individual HOA can't latch on</p> <p>9 to our contract and get the benefit of the</p> <p>10 economies of scale, which is what you were</p> <p>11 alluding to.</p> <p>12 MR. MENDENHALL: Sure.</p> <p>13 MR. ROSS: And there's that on the</p> <p>14 roads. A gate, I don't know how you get</p> <p>15 economies of scale on a gate. It's either</p> <p>16 broken or not broken.</p> <p>17 And what was the third item they wanted</p> <p>18 to transfer? They wanted to transfer gates,</p> <p>19 roads, sidewalks.</p> <p>20 MR. CHESNEY: I think what they're</p> <p>21 looking for also is our budgeting help. Like,</p> <p>22 I mean, we get a hundred percent assessment</p> <p>23 paid. I mean, that's --</p> <p>24 MR. ROSS: Okay.</p> <p>25 MS. WHYTE: That's a big plus.</p>	<p style="text-align: right;">Page 36</p> <p>1 the CDD, then they can always at some future</p> <p>2 boards, 20 years from now, could open up your</p> <p>3 community to allow access to the property they</p> <p>4 have on the other side of your community.</p> <p>5 MR. BARRETT: Are you talking about</p> <p>6 Stonebridge? She's from Woodbridge.</p> <p>7 MR. ARGUS: Oh, my mistake.</p> <p>8 MR. MAYS: Behind it, the Stonebridge</p> <p>9 property, so --</p> <p>10 MR. ARGUS: Oh, you said Gingerwood.</p> <p>11 I'm sorry. My mistake.</p> <p>12 CHAIRMAN MILLS: But -- so --</p> <p>13 MR. ARGUS: I stand corrected.</p> <p>14 CHAIRMAN MILLS: -- so I think where</p> <p>15 we're at, Pat, is -- a couple things. Right?</p> <p>16 MS. KRUSE: Okay.</p> <p>17 CHAIRMAN MILLS: One is, we would need</p> <p>18 to know, as you heard, you know, is it 41 out</p> <p>19 of 42 homes that support it, or 23 out of 42?</p> <p>20 MS. WHYTE: Okay.</p> <p>21 MS. KRUSE: Yes.</p> <p>22 CHAIRMAN MILLS: And clearly communicate</p> <p>23 Mr. Ross' concern about the forfeiture of</p> <p>24 privacy issue, because that may or may not be</p> <p>25 something everyone is aware of, and that may</p>

<p style="text-align: right;">Page 37</p> <p>1 alter their support or not. Right?</p> <p>2 MS. KRUSE: Right.</p> <p>3 CHAIRMAN MILLS: And then kind of come</p> <p>4 back to us with that.</p> <p>5 MS. KRUSE: Okay.</p> <p>6 CHAIRMAN MILLS: And then we can kind of</p> <p>7 take it from there and figure out what the</p> <p>8 next logical step is. Right?</p> <p>9 MR. MENDENHALL: Yeah.</p> <p>10 CHAIRMAN MILLS: Okay?</p> <p>11 MS. KRUSE: Okay.</p> <p>12 CHAIRMAN MILLS: It's a fair request,</p> <p>13 and we appreciate your confidence in this</p> <p>14 board, you know.</p> <p>15 MR. ROSS: Thanks for coming.</p> <p>16 MS. KRUSE: Thank you for looking at it.</p> <p>17 Thank you.</p> <p>18 CHAIRMAN MILLS: And we'll continue to</p> <p>19 work this one until we get somewhere.</p> <p>20 MS. KRUSE: Appreciate it.</p> <p>21 CHAIRMAN MILLS: All right?</p> <p>22 MS. KRUSE: Okay.</p> <p>23 CHAIRMAN MILLS: Thanks a lot.</p> <p>24 MS. KRUSE: Thank you.</p> <p>25 CHAIRMAN MILLS: All right. Again,</p>	<p style="text-align: right;">Page 39</p> <p>1 that, so you might be.</p> <p>2 CHAIRMAN MILLS: What's going on?</p> <p>3 MS. THOMAS: What they did is -- I'm in</p> <p>4 the townhomes there, and I moved in when this</p> <p>5 was just pretty much a cow pasture, so there</p> <p>6 were no street lights, and then unfortunately</p> <p>7 right in front of my townhome, they put a</p> <p>8 street light 12 years ago or so, and, you</p> <p>9 know, coming right in the bedroom windows and</p> <p>10 everything, which, you know, I understand they</p> <p>11 have to go somewhere.</p> <p>12 So they came along and they painted the</p> <p>13 back of it black to kind of help, you know,</p> <p>14 cut down on the light coming in. Well, on</p> <p>15 Friday, I guess the light was burned out, and</p> <p>16 they are starting to change them to these LED</p> <p>17 lights.</p> <p>18 CHAIRMAN MILLS: Uh-huh.</p> <p>19 MS. THOMAS: It's like a UFO has landed</p> <p>20 in front of the yard. I mean, it's like this</p> <p>21 huge light coming into your bedroom, your</p> <p>22 house. They're just too bright to put 30 feet</p> <p>23 outside of people's --</p> <p>24 CHAIRMAN MILLS: So is the back of it</p> <p>25 not painted out any longer?</p>
<p style="text-align: right;">Page 38</p> <p>1 we're going to skip over to Tonja till 5:25.</p> <p>2 So that leaves us to Erin.</p> <p>3 MR. McCORMICK: Okay. Great. Go ahead.</p> <p>4 MS. GRIFFITH: I think you wanted to</p> <p>5 have audience comments first.</p> <p>6 CHAIRMAN MILLS: No. Just that one in</p> <p>7 particular.</p> <p>8 MS. GRIFFITH: Oh, okay. All right.</p> <p>9 MR. MAYS: We've got another resident.</p> <p>10 MS. WHYTE: We've got a resident that</p> <p>11 wants to get her point of view --</p> <p>12 CHAIRMAN MILLS: I'm sorry. I thought</p> <p>13 you were with her.</p> <p>14 MS. THOMAS: No. No. I have a</p> <p>15 feeling that this might not be the right forum</p> <p>16 for this, so --</p> <p>17 CHAIRMAN MILLS: Well, that's okay.</p> <p>18 Name and address first, please.</p> <p>19 MS. THOMAS: Karen Thomas, 9912 New</p> <p>20 Parke Road.</p> <p>21 CHAIRMAN MILLS: Okay.</p> <p>22 MS. THOMAS: It's concerning a street</p> <p>23 light. I don't know if I'm in the right forum</p> <p>24 or --</p> <p>25 MR. MAYS: Well, we oversee part of</p>	<p style="text-align: right;">Page 40</p> <p>1 MS. THOMAS: They changed that out,</p> <p>2 yeah.</p> <p>3 CHAIRMAN MILLS: Okay.</p> <p>4 MS. THOMAS: So I talked to Tampa</p> <p>5 Electric, and they said that there is some</p> <p>6 type of --</p> <p>7 CHAIRMAN MILLS: Shield.</p> <p>8 MS. THOMAS: -- shield or something that</p> <p>9 they -- but if you just go by my townhouse at</p> <p>10 night, it's almost comical how bright it is.</p> <p>11 They're just too bright to be putting in front</p> <p>12 of people's homes.</p> <p>13 CHAIRMAN MILLS: What's the address</p> <p>14 again, ma'am?</p> <p>15 MS. THOMAS: 9912 New Parke.</p> <p>16 CHAIRMAN MILLS: Okay.</p> <p>17 MS. THOMAS: I mean, they could almost</p> <p>18 just leave the ones at the end of the street</p> <p>19 if they're going to put them in that bright</p> <p>20 and not put the one in the middle of the</p> <p>21 street, but if there's --</p> <p>22 MR. BARRETT: They also switched to</p> <p>23 LEDs all --</p> <p>24 MS. THOMAS: They're LEDs, so can't be</p> <p>25 dimmed, they can't be, you know, adjusted.</p>

<p style="text-align: right;">Page 41</p> <p>1 CHAIRMAN MILLS: Are those ours, Doug, 2 or TECO's? 3 MR. MAYS: TECO's. 4 CHAIRMAN MILLS: Okay. 5 MR. MAYS: Even in the alleyways, TECO 6 owns -- 7 MS. THOMAS: But they said the only way 8 they can do anything about it is from the 9 association giving them permission. 10 MR. CHESNEY: I think -- I think -- 11 don't we lease those? 12 MS. WHYTE: Oh. You were supposed to 13 check that. 14 MR. CHESNEY: Yeah, I'm pretty sure we 15 lease those. 16 Why don't you follow up with Sonny in a 17 couple of days? 18 MS. WHYTE: Okay. Follow up with me in 19 a few days. 20 MR. CHESNEY: I'm pretty sure we lease 21 those. 22 CHAIRMAN MILLS: Which means what then, 23 that we could -- 24 MR. CHESNEY: That they're actually 25 ours, so --</p>	<p style="text-align: right;">Page 43</p> <p>1 preemptive move to going ahead and granting 2 whatever authority we can grant, to say, "We 3 have no objection to the shield being 4 installed"? 5 MS. WHYTE: I'm surprised they asked 6 that. 7 MS. THOMAS: But installed at my cost 8 or -- 9 MR. ROSS: I'm way out of my league. I 10 don't know. But I was just trying to save 11 your time, that if you follow up with Sonny in 12 a couple of days, then turns out that it's -- 13 MS. THOMAS: I can tell you, as these 14 are being replaced with the LEDs, I'm not 15 going to be the only one, because it's -- it's 16 truly way too bright to put in front of 17 somebody's house. 18 MR. ROSS: I just understood you to say 19 that you needed approval from either the 20 association or the district. 21 MS. THOMAS: I need somehow that light 22 to not be in my bedroom window. TECO assured 23 me that it's not bad for your health that -- 24 yes, it is, because we don't sleep. 25 MR. ROSS: I guess I misunderstood your</p>
<p style="text-align: right;">Page 42</p> <p>1 CHAIRMAN MILLS: Okay. 2 MR. CHESNEY: -- I think so. There's 3 been a long history over who owns those, so 4 it's very complicated, because the last 5 developer, what they did is, they -- every 6 other neighborhood, they bought them, and they 7 must have been -- it's a cash flow thing. 8 They lease them, and we understood we 9 were supposed to get them like we do every 10 other neighborhood, but in that neighborhood, 11 it's not the case. 12 We think TECO might own them, at least 13 that was our understanding. So Sonny is going 14 to check to see. Either way, you can direct 15 her to the person to where -- yeah. 16 MS. WHYTE: That is you. 17 MR. CHESNEY: No. No. To get a shield. 18 If not, it's either us or them, so one of the 19 two. Obviously whoever she called thought it 20 was ours. 21 MS. WHYTE: Yeah. Okay. Good, they're 22 not ours. There you go. That's my card. 23 CHAIRMAN MILLS: Mr. Ross. 24 MR. ROSS: Way out of my knowledge zone, 25 but is there any negative to us as a</p>	<p style="text-align: right;">Page 44</p> <p>1 point. I thought you were saying you were 2 looking for our approval. 3 MS. THOMAS: No. I'm looking for 4 something to be done. 5 MR. ROSS: I misunderstood. 6 MS. WHYTE: Okay. 7 MS. THOMAS: Okay. And like I say, I'm 8 sure I'm not going to be the only one. This 9 is the only one I've seen in the neighborhood. 10 MS. WHYTE: I'll touch base with you. 11 MR. MAYS: The only one I've seen has 12 been blacked out. 13 MS. THOMAS: Yes. Well, that was me. 14 MR. MAYS: Oh, you guys did it? 15 MS. THOMAS: No. No. No. I got TECO 16 to do it 12 years ago. Yeah. Yeah. 17 MR. MAYS: I thought the homeowner did 18 it, to be honest with you. 19 MS. THOMAS: No. No. They came in with 20 a cherry picker and put it up, yeah. 21 MR. LEWIS: I think Mr. Ross brings up a 22 good point about maybe being preemptive. 23 Sonny, maybe you can ask the question. I do 24 know a little bit about street lighting. 25 There is a foot-candle requirement.</p>

<p style="text-align: right;">Page 45</p> <p>1 They do an analysis before they put them up. 2 Going to LEDs, maybe they don't need them 3 whatever they are, fifty or a hundred feet. 4 MR. MAYS: Right. 5 MR. LEWIS: Maybe you could ask the 6 question, if that's been checked. Sounds like 7 maybe it hasn't. 8 I did notice an LED up near the 9 7-Eleven. It looked like it had been put in 10 on Countryway, so I don't know if they're 11 starting to move in different directions, 12 but -- 13 MS. THOMAS: They said they're not 14 making these light bulbs anymore. 15 MR. LEWIS: Yeah. So maybe either the 16 shield or maybe the -- or maybe ask about 17 that, I mean, because that might -- to your 18 point of looking at the rest of the community, 19 you know, so -- 20 MS. WHYTE: Okay. 21 MS. THOMAS: Aren't you glad I came, 22 Sonny? 23 MS. WHYTE: Oh, no, I've got lots of 24 time. 25 CHAIRMAN MILLS: Absent of success in</p>	<p style="text-align: right;">Page 47</p> <p>1 MS. THOMAS: Okay. Great. Thank you. 2 CHAIRMAN MILLS: All right. 3 MS. WHYTE: Could I get your phone 4 number? 5 MS. THOMAS: Sure. Thank you, 6 everybody, for your time. 7 CHAIRMAN MILLS: You're welcome. 8 MR. ROSS: Thank you. 9 MR. CHESNEY: Chris Barrett, I do -- I 10 was trying to print this out, but I know your 11 answer, the increase in fund balance was 12 167,778, and the increase in net position was 13 1,178,818. 14 MR. BARRETT: 818? 15 MR. CHESNEY: 818. 1,178,818, and then 16 167,778. So one is the fund balance, and the 17 other is like essentially the net worth of 18 the -- 19 MR. BARRETT: Yeah. It's just really -- 20 it's surprisingly high to me. Is that because 21 of the park payment or -- 22 MR. CHESNEY: No. That's just general 23 paydown. So the net value of Westchase is 24 14,578,000. I mean, it's just paying off 25 debt.</p>
<p style="text-align: right;">Page 46</p> <p>1 any of those efforts, the homeowners' 2 association, the government affairs committee, 3 I know has been engaging with TECO on a number 4 of issues. 5 MS. WHYTE: Yeah, and that would be -- 6 CHAIRMAN MILLS: So if you run into dead 7 ends with what Sonny is going to try to flush 8 out for you, don't be completely discouraged. 9 Direct your efforts to the government affairs 10 committee under the WCA. Right? 11 MS. THOMAS: Okay. 12 CHAIRMAN MILLS: And if you're not sure 13 of the difference between the WCA and the CDD, 14 the gentleman behind you can tell you all 15 about it in his publication, as he does on a 16 regular basis, to the benefit of nobody. 17 Right? 18 But they're tackling some power outages 19 issues over by Keswick Forest and some other 20 things, so they've got TECO's ear, at least 21 to some extent, to be able to talk to the right 22 people there, if that's the proper course of 23 action. 24 MS. THOMAS: Okay. 25 CHAIRMAN MILLS: Okay?</p>	<p style="text-align: right;">Page 48</p> <p>1 CHAIRMAN MILLS: Any other audience 2 issues or just observing? 3 (No response.) 4 CHAIRMAN MILLS: Okay. Erin. 5 MR. McCORMICK: Okay. So I do have one 6 issue that involves Tonja that relates to the 7 lake and the townhomes, so I'll probably wait 8 to address that until she gets here. 9 CHAIRMAN MILLS: Okay. 10 MR. McCORMICK: And then I can provide 11 an update regarding the golf course. I knew 12 there was probably some discussion about this 13 at the workshop. 14 We presented a letter of intent to the 15 golf course owner, and they came back and had 16 a simplified letter of intent. It includes 17 the \$4,000,000 purchase price and a 180-day 18 due diligence period from the date that 19 purchase and sale agreement is executed. 20 So we just actually had a conference 21 call with our special counsel that the 22 district has retained with Greg Chesney and 23 with the owner of the golf course's 24 representative, Nick Neubauer, and their 25 attorney, and have a letter of intent now for</p>

<p style="text-align: right;">Page 49</p> <p>1 Jim to sign, that we'll have signed today, and 2 then they are going to be preparing a purchase 3 and sale agreement for our review and special 4 counsel's review. 5 So I anticipate that that is going to 6 happen probably pretty quickly, but in the 7 meantime, we have retained a consultant, Greg 8 Christovich with Christovich and Associates, 9 who is conducting the -- it's the due 10 diligence review on the golf course, and is in 11 the process of moving on site at the golf 12 course, reviewing facilities, going through 13 the documents. 14 We have a list of additional documents 15 that we're going to be getting from the 16 seller. And then he will ultimately be 17 preparing a report that would be presented to 18 the board with his findings. 19 So essentially we have agreement now on 20 a letter of intent. We have retained special 21 counsel, which is two attorneys with Johnson, 22 Pope. Their names are Tom Hunt and Joe 23 Gaynor. And Jim has executed the engagement 24 letter with them on behalf of the district. 25 And then we've also -- I've also</p>	<p style="text-align: right;">Page 51</p> <p>1 -- the lessee would have to consent to the 2 assignment of that agreement also. 3 CHAIRMAN MILLS: Okay. 4 MR. McCORMICK: And, you know, I think 5 as part of the due diligence, part of what is 6 going to be considered by this board 7 ultimately is that something that they would 8 want to do also -- 9 CHAIRMAN MILLS: Right. 10 MR. McCORMICK: -- because, you know, it 11 is pertinent that it's not just a management 12 agreement. It's a wholesale lease of the 13 property. 14 CHAIRMAN MILLS: So does that 15 potentially change the assignability part of 16 it, or is it the same regardless? 17 MR. McCORMICK: I think that the 18 provisions within the lease agreement that 19 relate to assignment would still control, 20 so -- 21 CHAIRMAN MILLS: Okay. 22 MR. McCORMICK: -- I mean, it would not 23 automatically be assignable. It would have to 24 be something that would be agreed to by both 25 of the parties.</p>
<p style="text-align: right;">Page 50</p> <p>1 retained Christovich and Associates and are 2 consulting Greg Christovich to assist with the 3 due diligence for the golf course. 4 So that's kind of what's happened 5 between the last meeting that we had and 6 today. 7 CHAIRMAN MILLS: Okay. Do we know yet 8 whether the current management company 9 agreement is assignable or not? 10 MR. McCORMICK: Well, we have that 11 management agreement. We haven't done the 12 full review of that, but it has been looked at 13 by Greg Christovich. Our special counsel is 14 going to be reviewing it. I've looked at some 15 pertinent provisions of it. 16 And it's not actually a management 17 agreement. What it is is a lease, so it's a 18 -- so the current golf course owner is leasing 19 that to the company that's actually operating 20 the golf course currently, and at least based 21 on my initial review, it appears that in order 22 to assign it, the assignment would be at the 23 discretion of the current golf course owner, 24 if it were to be assigned, but in the event of 25 a sale of the golf course, the lessee and the</p>	<p style="text-align: right;">Page 52</p> <p>1 CHAIRMAN MILLS: Okay. All right. Any 2 thoughts? Mr. Ross. 3 MR. ROSS: Does the LOI include those 4 representations that we talked about? 5 MR. McCORMICK: The LOI is pretty 6 simplified version. I think a lot of the 7 representations would be ultimately set forth 8 in the purchase and sale agreement. 9 Is there something specific that -- 10 MR. ROSS: Just -- and I don't want to 11 rehash everything. 12 MR. McCORMICK: Right. 13 MR. ROSS: I think those are important. 14 Are you getting pushback that they don't want 15 to make those representations, or is it just 16 they really want to simplify the letter of 17 intent and -- 18 MR. McCORMICK: I think they just want 19 to simplify the letter of intent, and then the 20 specifics as far as what would be included as 21 conditions of the purchase and sale would, you 22 know, carry forward into the purchase and 23 sale. 24 But as far as the letter of intent goes, 25 I mean, I think they feel like because the</p>

<p style="text-align: right;">Page 53</p> <p>1 district has a complete out and -- at any time</p> <p>2 during the inspection period.</p> <p>3 MR. ROSS: Yeah. I think it's critical</p> <p>4 that we have those representations in the</p> <p>5 contract. The letter of intent is not as</p> <p>6 important to me, but I really do think that</p> <p>7 they represent that they're operating the</p> <p>8 property in accordance with certain minimum</p> <p>9 standards and --</p> <p>10 MR. McCORMICK: Right.</p> <p>11 MR. CHESNEY: I think the intent was to</p> <p>12 go to contract, more of what you had --</p> <p>13 MR. ROSS: Okay. Okay.</p> <p>14 MR. CHESNEY: -- indicated strategy --</p> <p>15 MR. ROSS: I was just making sure that's</p> <p>16 not being lost in the shuffle.</p> <p>17 MR. McCORMICK: Right. Yeah. Yeah. I</p> <p>18 think those specific provisions that you are</p> <p>19 talking about are not in the LOI.</p> <p>20 MR. ROSS: Super. Great.</p> <p>21 CHAIRMAN MILLS: My expectation would be</p> <p>22 that now that they have seen all of those</p> <p>23 representations and they're not balking at the</p> <p>24 core terms of the LOI, that potentially that</p> <p>25 can be part of the PSA.</p>	<p style="text-align: right;">Page 55</p> <p>1 additional review that's going to be taking</p> <p>2 place, so, in other words, there was some</p> <p>3 discussion about that.</p> <p>4 MR. CHESNEY: As of right now, it's not</p> <p>5 materially different than the initial analysis</p> <p>6 that was provided in December, but it's very,</p> <p>7 very early. I mean, he has only been on site</p> <p>8 for a few days, so --</p> <p>9 MS. GRIFFITH: Okay. So when will we get</p> <p>10 a first report from the consultant?</p> <p>11 MR. ROSS: Can I just quickly interject?</p> <p>12 I think you're asking legitimate questions,</p> <p>13 but I personally would say it's premature.</p> <p>14 Remember, everything we say is on the public</p> <p>15 record, everything we say is in minutes that</p> <p>16 people can read, including the seller.</p> <p>17 I, personally, we're better off to wait</p> <p>18 until we're under contract, and then we can</p> <p>19 throw it all out there and talk whatever we</p> <p>20 want to, because you can affect what the</p> <p>21 party's respective position is, as opposed to,</p> <p>22 if we start talking about things now, it may</p> <p>23 influence someone's decision making.</p> <p>24 MS. GRIFFITH: So here's -- okay. In</p> <p>25 doing -- here's the thing: At some point,</p>
<p style="text-align: right;">Page 54</p> <p>1 MR. ROSS: And that's why I was asking.</p> <p>2 I wasn't clear if they were balking at what we</p> <p>3 had in the letter of intent, and that's why</p> <p>4 they were asking to simplify it, but it sounds</p> <p>5 as if they weren't objecting to the specific</p> <p>6 terms of the letter of intent.</p> <p>7 They just felt like there was a little</p> <p>8 bit of legal mumbo jumbo, and I get that, that</p> <p>9 they just want to narrow it down and --</p> <p>10 CHAIRMAN MILLS: And there was</p> <p>11 previously some question about agreement on</p> <p>12 the due diligence period, so if that's been</p> <p>13 accepted, that's a good step forward. Right?</p> <p>14 MR. ROSS: Yeah. Right. Right. Right.</p> <p>15 Right.</p> <p>16 CHAIRMAN MILLS: All right.</p> <p>17 MR. ROSS: Thank you.</p> <p>18 CHAIRMAN MILLS: Anyone, any other</p> <p>19 thoughts?</p> <p>20 MS. GRIFFITH: Yes. On the consultant,</p> <p>21 so, first of all, any red flags so far? Has</p> <p>22 the consultant found any?</p> <p>23 MR. McCORMICK: The consultant has done</p> <p>24 some review and had done an inspection of the</p> <p>25 pump site there, and there's going to be</p>	<p style="text-align: right;">Page 56</p> <p>1 we're going to have to make a decision with</p> <p>2 regard to actually going under contract.</p> <p>3 Right?</p> <p>4 And so at this point, we have a letter</p> <p>5 of intent, so we intend to go under contract,</p> <p>6 but we're not under contract. So what I need</p> <p>7 to -- what would help me is to understand, we,</p> <p>8 as a board, what are those check boxes that</p> <p>9 have to be checked for us to vote yea. Right?</p> <p>10 And, to me, a lot of that is based on</p> <p>11 the consultant's findings. And I understood</p> <p>12 when we voted last month, that we were going</p> <p>13 to get periodic reporting from the consultant.</p> <p>14 I believe we talked about 30 days. So we know</p> <p>15 sort of what the progress of that is.</p> <p>16 So to say "Wait till we're under</p> <p>17 contract," I don't know that -- I mean, I</p> <p>18 guess my thought is --</p> <p>19 MR. ROSS: I can respond to that. In</p> <p>20 responding, I don't want you to think by my</p> <p>21 comments I'm diminishing your concerns or</p> <p>22 diminishing your approach. We're allowed to</p> <p>23 have different concerns and different</p> <p>24 approach --</p> <p>25 MS. GRIFFITH: Yes.</p>

<p style="text-align: right;">Page 57</p> <p>1 MR. ROSS: -- so I'm not doing that. I 2 would just represent to you, based on my 3 experience, it is highly, highly unusual to 4 have a consultant conducting due diligence 5 before you've signed a contract. 6 That is not the way it usually happens. 7 You usually, first, sign your contract, and 8 then you go to your due diligence. So I 9 understand your desire to have those questions 10 answered beforehand, but I stand by the 11 cautionary remark I made a moment ago, you're 12 unintentionally airing issues that you 13 normally would not want aired prior to entry 14 into contract. 15 And it's just typically not the 16 logistically or time sequentially, it's not 17 the way you're describing. You typically 18 don't get the questions answered till after 19 you do your due diligence after you've signed 20 your contract. 21 MS. McCORMICK: And, Barbara, I want to 22 make sure you understand. So when we enter 23 the purchase and sale agreement, it's going to 24 have this 180-day inspection period where we 25 have the opportunity to go in there and review</p>	<p style="text-align: right;">Page 59</p> <p>1 Mr. Ross, explain to me what's the difference 2 if we have that conversation during the first 3 six months or if we have that conversation 4 during the 180 days. If there is a red flag, 5 I would want to know sooner. 6 MR. ROSS: I wouldn't so much say red 7 flag. It could be any flag. And so that 8 we're clear, when you say "additional," it's 9 180 days after the effective date of the 10 contract. 11 You count 180 from that, and during that 12 time period, it's exactly what you said, for 13 any reason, we have the right to cancel it, 14 and we have no forfeiture of our deposit, we 15 get it back, the parties walk away. We have 16 nothing more than the professional expenses 17 put into it. 18 So you summarized it exactly right, that 19 there was no risk or harm to the district and 20 its constituents by having that six months' 21 due diligence, which is why I wanted it so 22 long and not 60 days. 23 But back to the question. Let's say we 24 were talking about a development and there was 25 uses pertinent to the development and there</p>
<p style="text-align: right;">Page 58</p> <p>1 everything. 2 You know, as Supervisor Ross was saying, 3 we've actually started doing some of that 4 already. But even though we'll have this 5 contract, that doesn't mean that the district 6 is bound to go forward at that point. The 7 purpose of the inspection period is to allow 8 us to review everything there. 9 MS. GRIFFITH: Okay. So one of the 10 things that we wanted to make absolutely clear 11 is that we have an out -- 12 MR. McCORMICK: Right. 13 MS. GRIFFITH: -- for whatever reason, 14 we have an out at any time. So what you're 15 telling me, then, is that once we go under the 16 PSA, that we have another a hundred and -- so 17 we have six months. 18 MR. McCORMICK: We have an inspection 19 period. 20 MS. GRIFFITH: That at our sole 21 discretion with no strings attached, we 22 basically have an additional 180 days that we 23 can decide. 24 MR. McCORMICK: Correct. 25 MS. GRIFFITH: Okay. So, then,</p>	<p style="text-align: right;">Page 60</p> <p>1 was rumor that one party was saying the use 2 could be X, and that would impact the value of 3 the property or impact the use of it. 4 Strategically, you might want to keep 5 those cards to yourself before the other 6 party -- regardless of whether you're on the 7 buyer or seller side, keep that to yourself 8 until you're under contract, and then you can 9 vet through that and figure out what's going 10 to happen, because at that point, the parties 11 still have a contract. 12 So, for example, let's say it was the 13 buyer had some issues they wanted to talk 14 about. If for some reason we threw that out 15 after the contract was signed, the seller 16 can't walk. The seller can't cancel. We'll 17 have injunctive relief for specific 18 performance, where if for some reason he 19 caught wind that we had some grand scheme that 20 was going to make the property worth an extra 21 million dollars, he says, "Heck, I didn't 22 realize that, I want out," no, you can't get 23 out. 24 We have the right to cancel, but he 25 doesn't. And so, similarly, or related to</p>

<p style="text-align: right;">Page 61</p> <p>1 that, we wouldn't want to air that possibility</p> <p>2 before we nailed down the contract and nailed</p> <p>3 down the price, nailed down the terms, so that</p> <p>4 people don't try to move some of those</p> <p>5 important pieces to us.</p> <p>6 MS. GRIFFITH: Okay.</p> <p>7 CHAIRMAN MILLS: The other thing that's</p> <p>8 important to what you just said. There are</p> <p>9 not two 180-day periods.</p> <p>10 We are going to letter of intent, which</p> <p>11 will predicate assembly of a purchase and sale</p> <p>12 agreement --</p> <p>13 MS. GRIFFITH: So how long do we --</p> <p>14 CHAIRMAN MILLS: -- in the near term,</p> <p>15 like as soon as A follows B, and then the 180-</p> <p>16 day clock starts. It's not 180 days of an</p> <p>17 LOI, then a contract, and then another 180</p> <p>18 days.</p> <p>19 This is all moving forward now, and if</p> <p>20 in 30 days we're able to execute a purchase</p> <p>21 and sale agreement, that's when the 180-day</p> <p>22 period --</p> <p>23 MR. McCORMICK: Yes. Well, I think the</p> <p>24 board -- my recollection, at the last board</p> <p>25 meeting, the board authorized you, as chair,</p>	<p style="text-align: right;">Page 63</p> <p>1 wants," we plug in the numbers, and that's</p> <p>2 what came up. We want like that same kind of</p> <p>3 report, but much more detailed, possible uses,</p> <p>4 things that we can, you know, go forward, a</p> <p>5 review of the business plan, a review of</p> <p>6 whether or not we should keep the leasing</p> <p>7 company. We might not want to, you know, as</p> <p>8 Erin alluded to, you know, all of that</p> <p>9 encapsulated in that report, and then that's</p> <p>10 kind of what we use to base our decision on.</p> <p>11 That's not anything to do with all this</p> <p>12 legal contractual stuff to get the thing into,</p> <p>13 you know --</p> <p>14 MR. ROSS: I just picked up on</p> <p>15 something. Maybe I brushed over a concern of</p> <p>16 yours. If so, I apologize. I personally</p> <p>17 anticipate a full public open discussion about</p> <p>18 the due diligence. It will be occurring in a</p> <p>19 public meeting where we'll --</p> <p>20 MR. CHESNEY: To everyone.</p> <p>21 MR. ROSS: -- go into whatever detail we</p> <p>22 want to, whether it's -- what Greg was just</p> <p>23 talking about -- whether financial, whether</p> <p>24 it's structure, whether it's something to do</p> <p>25 with environmental, if it's an issue with</p>
<p style="text-align: right;">Page 62</p> <p>1 to go ahead and enter a purchase and sale</p> <p>2 agreement as well as the LOI.</p> <p>3 CHAIRMAN MILLS: Correct.</p> <p>4 MS. McCORMICK: So I'm not contemplating</p> <p>5 that the purchase and sale agreement would</p> <p>6 come back to the board before --</p> <p>7 CHAIRMAN MILLS: No. And there's not</p> <p>8 two 180-day periods as you described.</p> <p>9 MR. CHESNEY: Yeah. And just so --</p> <p>10 further to Brian's point, you don't want to</p> <p>11 you don't want to -- you don't want to</p> <p>12 piecemeal it.</p> <p>13 Like I have asked. I don't get things</p> <p>14 piecemealed. I mean, if anything comes to me</p> <p>15 inadvertently, I immediately send it to Erin</p> <p>16 for her to compile.</p> <p>17 What you want as a board member or what</p> <p>18 I want as a board member or my intention is to</p> <p>19 provide a report that -- so you got a report</p> <p>20 from me initially that was a very brief</p> <p>21 analysis that was based on a walk-through with</p> <p>22 Neale and I, and a brief financial analysis</p> <p>23 between Billy Casper and myself that was</p> <p>24 prepared.</p> <p>25 And then I said, "Okay, this is what he</p>	<p style="text-align: right;">Page 64</p> <p>1 legal description, survey, title, you know,</p> <p>2 all the things that are wrapped up into due</p> <p>3 diligence, I would fully anticipate it's laid</p> <p>4 out on the table, and we'll talk about it.</p> <p>5 Now, I personally wound up advocating</p> <p>6 let's not let that conversation, that is, what</p> <p>7 we might be getting with what we want to do</p> <p>8 with it.</p> <p>9 In my mind, those are two very different</p> <p>10 conversations, and we don't want to leap to</p> <p>11 the second before we leap the first. But both</p> <p>12 of those should be concluded prior to the end</p> <p>13 of the 180 days and the only 180 days.</p> <p>14 So in no way do I anticipate jumping</p> <p>15 through a -- you know, over a hurdle or</p> <p>16 avoiding something or trying to brush it under</p> <p>17 the rug. No. I just feel like we haven't</p> <p>18 gotten there yet, and we will get there once</p> <p>19 we have an effective date of our signed</p> <p>20 contract. And if I missed that point, I</p> <p>21 apologize.</p> <p>22 MS. GRIFFITH: No. No. That's fair</p> <p>23 enough. But we're currently not even under a</p> <p>24 letter of intent?</p> <p>25 MR. McCORMICK: It has not been signed</p>

<p style="text-align: right;">Page 65</p> <p>1 yet, that is correct. Yes.</p> <p>2 MS. GRIFFITH: So if the idea is to go</p> <p>3 into a letter of intent and then quickly go</p> <p>4 into a PSA, why would we not just go straight</p> <p>5 into a PSA? Because I would imagine the</p> <p>6 letter of intent was to sort of get us sort of</p> <p>7 under an agreement quickly.</p> <p>8 MS. McCORMICK: I think, at this point,</p> <p>9 I mean, they -- the seller, I would imagine,</p> <p>10 wants to have an LOI because he's already been</p> <p>11 very forthcoming in letting our consultant go</p> <p>12 on site, meet with his people, do some initial</p> <p>13 work, so -- and I think that it's in both</p> <p>14 parties' interest --</p> <p>15 MS. GRIFFITH: (Inaudible)</p> <p>16 MR. CHESNEY: Takes a lot longer to get</p> <p>17 it.</p> <p>18 MS. McCORMICK: -- that we get the PSA</p> <p>19 executed, but I think that there is going to</p> <p>20 probably be some going back and forth</p> <p>21 because --</p> <p>22 MR. CHESNEY: Just the letter of intent,</p> <p>23 I mean, we sent them a sample one. They</p> <p>24 sent back a simplified one.</p> <p>25 MR. McCORMICK: Uh-huh.</p>	<p style="text-align: right;">Page 67</p> <p>1 feel comfortable with, do it."</p> <p>2 You know, that's the art of doing what</p> <p>3 they do versus the science. And I have -- I</p> <p>4 mean, if they feel comfortable, you know --</p> <p>5 MR. CHESNEY: And I will say I have</p> <p>6 mixed feelings on it. I agree with Brian. It</p> <p>7 did slow down the process, because we're still</p> <p>8 a month later or three weeks later. But, on</p> <p>9 the other hand, it -- my concern was to have</p> <p>10 as long a due diligence period as possible,</p> <p>11 and it got that across, so it was valuable</p> <p>12 there.</p> <p>13 MS. GRIFFITH: How is it that we walked</p> <p>14 away from that meeting with a vote, and as you</p> <p>15 can tell, right now, I don't have a clear</p> <p>16 understanding of the process, but yet I</p> <p>17 voted. So that's troubling to me.</p> <p>18 It's troubling to me because I don't</p> <p>19 know what conversations are being had. I</p> <p>20 understand Mr. Ross has been part of the</p> <p>21 process, Mr. Mills has been part of the</p> <p>22 process, Mr. Chesney has been part of the</p> <p>23 process, but it's troubling to me that I</p> <p>24 walked away with an understanding that we were</p> <p>25 going to execute a letter of intent timely.</p>
<p style="text-align: right;">Page 66</p> <p>1 MR. CHESNEY: The consensus on the call</p> <p>2 was that they wanted to move towards a</p> <p>3 contract, but -- so, I mean, we have a letter</p> <p>4 of intent, but we're collecting the due</p> <p>5 diligence all along, because we want to give</p> <p>6 us and our community enough time to understand</p> <p>7 what we're getting ourselves into, I mean, you</p> <p>8 know, all of us.</p> <p>9 I mean, I profess I'll know more right</p> <p>10 now than everyone, but, I mean, I have no idea</p> <p>11 what anything really is. Like if you were to</p> <p>12 say, "Hey, Greg, what do you think about</p> <p>13 this," I don't know, because I haven't got any</p> <p>14 information back from the due diligence, so --</p> <p>15 MR. ROSS: And if I can jump into your</p> <p>16 question, I don't know if you remember, I was</p> <p>17 originally advocating, let's not do a letter</p> <p>18 of intent. I find them to be cumbersome, and</p> <p>19 they bog down the process.</p> <p>20 I do get it, though, that for some</p> <p>21 people, they prefer to go that route, and they</p> <p>22 do feel like it avoids drafting</p> <p>23 misunderstandings or wasted time, and so I</p> <p>24 kind of backed out of the way, if you recall,</p> <p>25 and I essentially said, "Whatever our lawyers</p>	<p style="text-align: right;">Page 68</p> <p>1 Okay?</p> <p>2 A month later, we don't have a letter of</p> <p>3 intent. That the letter of intent was going</p> <p>4 to call for a six-month due diligence period</p> <p>5 so that we could decide if we want to purchase</p> <p>6 the property, and now that's not --</p> <p>7 CHAIRMAN MILLS: I would ask you to go</p> <p>8 back through the minutes. That's not what we</p> <p>9 laid out.</p> <p>10 MR. McCORMICK: Well, and I do think --</p> <p>11 I mean, because we're dealing with the public,</p> <p>12 by you and I having a status conversation last</p> <p>13 week, so we did have an opportunity to talk</p> <p>14 about where things were in the process.</p> <p>15 I mean, I think we've made some good</p> <p>16 progress. I think getting a consultant,</p> <p>17 having him get started in the due diligence</p> <p>18 process, I think that was a big step.</p> <p>19 I think retaining special counsel was a</p> <p>20 big step. I think we have a very</p> <p>21 comprehensive letter of intent that was</p> <p>22 drafted that basically has everything that we</p> <p>23 would want to include in a purchase and sale</p> <p>24 agreement.</p> <p>25 The issue was that the seller wanted to</p>

<p style="text-align: right;">Page 69</p> <p>1 use a simplified letter of intent, and so I</p> <p>2 think, you know, to make this continue to move</p> <p>3 on and to be as sensitive to, you know, making</p> <p>4 sure that everybody -- all the parties are</p> <p>5 comfortable with how this is proceeding, I</p> <p>6 think it makes sense to go ahead and do that</p> <p>7 letter of intent.</p> <p>8 MS. GRIFFITH: So I just will ask the</p> <p>9 question again. When will we have a report or</p> <p>10 something from the consultant? Where in the</p> <p>11 process are we going to get that?</p> <p>12 MR. McCORMICK: Well, I think --</p> <p>13 CHAIRMAN MILLS: None of that will</p> <p>14 happen until post an executed purchase and</p> <p>15 sale agreement.</p> <p>16 MR. CHESNEY: Probably --</p> <p>17 MR. McCORMICK: The consultant's</p> <p>18 agreement provides actually for him to give a</p> <p>19 report within 45 days, but I think it's to the</p> <p>20 district's benefit to have his report be as</p> <p>21 absolutely comprehensive as possible.</p> <p>22 So I would rather that, you know, he has</p> <p>23 all the information that he needs so that the</p> <p>24 report is as comprehensive as possible.</p> <p>25 MS. GRIFFITH: Okay.</p>	<p style="text-align: right;">Page 71</p> <p>1 CHAIRMAN MILLS: Mr. Barrett.</p> <p>2 MR. BARRETT: Two issues. Having gone</p> <p>3 through a couple of commercial property deals,</p> <p>4 I also know that at the end -- like during</p> <p>5 your due diligence process, if you come up</p> <p>6 with like they discover a nuclear waste dump</p> <p>7 on the 14th green and it costs \$2,000,000 to</p> <p>8 repair, you can go back and say, "We want out</p> <p>9 of this contract, or you're going to cut the</p> <p>10 price down to 2,000,000," and then they have</p> <p>11 the choice to re-negotiate a new contract -- a</p> <p>12 new price with a new contract, and it happens</p> <p>13 -- happens all the time.</p> <p>14 So just so you know that, just because</p> <p>15 you've got your contract doesn't mean that</p> <p>16 you can't go back and re-negotiate a price</p> <p>17 based on whatever you find that makes you</p> <p>18 uncomfortable.</p> <p>19 My question for the -- was about the</p> <p>20 lease agreement.</p> <p>21 MR. McCORMICK: Yes.</p> <p>22 MR. BARRETT: You may not be able to</p> <p>23 answer this without it in front of you. But I</p> <p>24 was just curious, in case there are</p> <p>25 maintenance issues that are found that would</p>
<p style="text-align: right;">Page 70</p> <p>1 MR. CHESNEY: And it was 45 days from</p> <p>2 the execution of the contract, which happened</p> <p>3 ten days after our meeting, something like</p> <p>4 that.</p> <p>5 MR. McCORMICK: Right.</p> <p>6 MR. LEWIS: What's the expected time</p> <p>7 line on the execution of the LOI?</p> <p>8 MR. McCORMICK: I think it's been agreed</p> <p>9 to by both parties now.</p> <p>10 MR. LEWIS: Okay. Yeah, I heard you</p> <p>11 say --</p> <p>12 MS. McCORMICK: So it was just signing.</p> <p>13 We had a conference call at 3:00 today, so</p> <p>14 both parties have agreed now.</p> <p>15 MR. ROSS: Did he give you an ETA on the</p> <p>16 draft of the purchase agreement?</p> <p>17 MR. McCORMICK: He made it sound like</p> <p>18 that they're going to be providing it</p> <p>19 imminently. He has an attorney that he is</p> <p>20 working with that's in Phoenix, so --</p> <p>21 MR. CHESNEY: And we agreed they wanted</p> <p>22 to provide the initial draft.</p> <p>23 MR. ROSS: Let them spend the money,</p> <p>24 that's okay.</p> <p>25 MR. CHESNEY: Exactly.</p>	<p style="text-align: right;">Page 72</p> <p>1 be costly to repair, does the lease agreement</p> <p>2 put all the maintenance responsibilities,</p> <p>3 especially for safety issues, on the leasing</p> <p>4 company or the owner? Because that -- knowing</p> <p>5 that could affect the negotiations. I would</p> <p>6 just encourage everyone to look at that.</p> <p>7 MR. McCORMICK: Yeah, I think that's a</p> <p>8 good point to look at. I don't have the</p> <p>9 answer for that. But I'm going to be looking</p> <p>10 at that, and also our special counsel, because</p> <p>11 that's a relevant point.</p> <p>12 MR. BARRETT: I just wanted to have</p> <p>13 everyone think about that.</p> <p>14 CHAIRMAN MILLS: Okay. All right.</p> <p>15 Well, let's just continue to work it and rely</p> <p>16 on the folks that we've brought on to help us</p> <p>17 with it. Sebastian, name and address, please.</p> <p>18 MR. DE ALMENARA: Sebastian De Almenara,</p> <p>19 10412 Greenmont Drive in the Greens. You guys</p> <p>20 were talking about the golf course. I just</p> <p>21 want to mention something. Mr. Ross mentioned</p> <p>22 the word "rumors."</p> <p>23 Something has to be done, and I don't</p> <p>24 know how or from who it should come, but there</p> <p>25 is a ton of misinformation out there about</p>

<p style="text-align: right;">Page 73</p> <p>1 this entirely. Okay?</p> <p>2 People never come to meetings, and, you</p> <p>3 know, they give opinions, the WOW may put an</p> <p>4 article giving an updates of what is going on.</p> <p>5 Unfortunately the world we live in, everything</p> <p>6 people believe, at least two ways, the</p> <p>7 loudest or whoever types everything in caps or</p> <p>8 whoever puts the most comments on Facebook, et</p> <p>9 cetera, et cetera, so there is a lot of stuff</p> <p>10 going on, and the people talking about turning</p> <p>11 this golf course after purchasing into a park</p> <p>12 and this and the other is growing and growing</p> <p>13 and growing.</p> <p>14 Ignorance is contagious. Okay? So</p> <p>15 there is a couple ignorant people making</p> <p>16 comments with no fundamentals at all, without</p> <p>17 looking at any financials or anything else and</p> <p>18 just throwing things out there.</p> <p>19 The biggest thing is the golf course is</p> <p>20 losing money, so we need to get rid of it and</p> <p>21 turn it into a park. Well, you know, if you</p> <p>22 take two seconds to explain that turning a</p> <p>23 golf course into a park is probably going to</p> <p>24 cost millions -- okay? -- with no revenue</p> <p>25 coming in, I mean, you don't have to be that</p>	<p style="text-align: right;">Page 75</p> <p>1 amount, and we could -- and as far as, you</p> <p>2 know, the park, we had initial memo from our</p> <p>3 parks consultant, Neale Stralow, where he</p> <p>4 talked about what it would take.</p> <p>5 And, yeah, it was literally hundreds of</p> <p>6 thousands of trees had to be planted at two or</p> <p>7 three dollars each, and you had to go in and</p> <p>8 redo this, and so we probably should elaborate</p> <p>9 that.</p> <p>10 But for whatever reason, you're right,</p> <p>11 this thing keeps coming out. And it was in</p> <p>12 that initial analysis that I provided in</p> <p>13 December, it did not make sense to me, and</p> <p>14 maybe we can, I guess, get Neale to</p> <p>15 extrapolate some more information on it, to do</p> <p>16 it.</p> <p>17 I mean, to talk about it as a park is</p> <p>18 ridiculous now because we don't own the asset</p> <p>19 at all. If we decide to buy it, I mean,</p> <p>20 whoever -- it's not like we decided to buy</p> <p>21 this thing already.</p> <p>22 I mean, it's just silly to me to even</p> <p>23 bring it up. But, yes, there has never been</p> <p>24 any -- it was a mistake on my part to go ahead</p> <p>25 and entertain the idea of turning it into a</p>
<p style="text-align: right;">Page 74</p> <p>1 intelligent to figure out and turn it into a</p> <p>2 park probably won't be an option, and people</p> <p>3 need to know that -- okay? -- because my</p> <p>4 assessment will go through the roof --</p> <p>5 everybody's -- if we turn that into a park</p> <p>6 with zero income coming in -- okay? -- because</p> <p>7 a park, you just don't create a park and let</p> <p>8 it go.</p> <p>9 You've got to maintain it, fix or repair</p> <p>10 it or whatever. Although a golf course may be</p> <p>11 losing money -- I don't know. I haven't seen</p> <p>12 the financials. At least that's what people</p> <p>13 are saying. It's still quite a bit of</p> <p>14 revenue, and things could be done hopefully to</p> <p>15 close that gap, so something has to be said</p> <p>16 out there and put some actual numbers out</p> <p>17 there: "This is what it will cost if we turn</p> <p>18 this damn thing into a park."</p> <p>19 CHAIRMAN MILLS: Go ahead, Greg.</p> <p>20 MR. CHESNEY: Well, what I was going to</p> <p>21 say is, you're going to have a report about</p> <p>22 what we think the golf course is going to cost</p> <p>23 the residents, I mean, kind of similar to the</p> <p>24 one that's already been present, you know,</p> <p>25 where we think -- we think it will be certain</p>	<p style="text-align: right;">Page 76</p> <p>1 park early, because I just -- someone told me</p> <p>2 to do it, and I -- it is potentially a good</p> <p>3 idea. It's just the wrong time to explore it.</p> <p>4 So there is no -- yeah.</p> <p>5 CHAIRMAN MILLS: Mr. Ross.</p> <p>6 MR. ROSS: What I want to reiterate what</p> <p>7 I said to Ms. Griffith a moment ago, there is</p> <p>8 some business strategy behind when one might</p> <p>9 release a report or release information, et</p> <p>10 cetera.</p> <p>11 There's smart business people at this</p> <p>12 table, and I stand by what I was saying, that</p> <p>13 it doesn't make sense to issue a statement or</p> <p>14 something like that right now.</p> <p>15 Assuming we do get into a contract and</p> <p>16 assuming we do get into due diligence, there</p> <p>17 is a reason why I advocated six months, so we</p> <p>18 would have time to do it in a smart, orderly</p> <p>19 fashion and, in my own mind, break it into two</p> <p>20 components, that I know there is going to be a</p> <p>21 rush. Where do we go from here?</p> <p>22 And I think it's very important that we</p> <p>23 first figure out, is the asset what we think</p> <p>24 we're getting, is it in proper condition, you</p> <p>25 know, all the things financially and</p>

<p style="text-align: right;">Page 77</p> <p>1 structurally and otherwise?</p> <p>2 And, lastly -- and you may not like</p> <p>3 this, but hopefully it will make sense to you.</p> <p>4 I feel, as a supervisor, I have an obligation</p> <p>5 to listen to all the constituents' ideas, that</p> <p>6 if somebody wants to advocate a linear park,</p> <p>7 I'm going to listen to it.</p> <p>8 Now, I may end up concluding for the</p> <p>9 reasons that you suggested it's not</p> <p>10 financially feasible, whatever else, but it</p> <p>11 just doesn't strike that me right not to</p> <p>12 listen to somebody's, you know, thoughts.</p> <p>13 And so I am going to listen to the</p> <p>14 conversations, I may ask questions, I may</p> <p>15 engage in dialogue. That doesn't mean I'm</p> <p>16 ready to jump on that train. I'm just trying</p> <p>17 to be a responsible, if you will --</p> <p>18 MR. DE ALMENARA: Sure, that's --</p> <p>19 MR. ROSS: -- responsible individual.</p> <p>20 MR. DE ALMENARA: -- sure, that's your</p> <p>21 responsibility as a board member, but with</p> <p>22 that said, it also needs to be communicated,</p> <p>23 and this is what you guys are doing.</p> <p>24 People are already thinking about what</p> <p>25 we're going to do next, and people are -- what</p>	<p style="text-align: right;">Page 79</p> <p>1 voicing. This board cannot respond to every</p> <p>2 resident's social media post. We're not in</p> <p>3 that business. We're not even, as you heard,</p> <p>4 under contract yet. Right?</p> <p>5 So there is a lot of hoopla, and I akin</p> <p>6 it to when Starbucks announced they were</p> <p>7 closing and moving to Costco. The West Park</p> <p>8 Village world was coming to an end on social</p> <p>9 media. Correct, Mr. Barrett?</p> <p>10 MR. BARRETT: (Moves head up and down.)</p> <p>11 CHAIRMAN MILLS: And they were starting</p> <p>12 a hash tag "Save Starbucks" and calling</p> <p>13 corporate and doing all these crazy things.</p> <p>14 My daughter works -- our daughter works at</p> <p>15 Starbucks. She had to hear the customers that</p> <p>16 were coming in there in tears and/or pissed</p> <p>17 off and having no knowledge of why that</p> <p>18 corporation made that decision.</p> <p>19 Well, now, that entire staff is working</p> <p>20 at the one in Costco. It now has a</p> <p>21 drive-through, and it's three times busier</p> <p>22 than the one in West Park Village ever was,</p> <p>23 and it's costing them less money every month</p> <p>24 to run it. Okay?</p> <p>25 But Starbucks was also not in a position</p>
<p style="text-align: right;">Page 78</p> <p>1 are they doing with the golf course --</p> <p>2 MR. CHESNEY: I just want to -- I just</p> <p>3 want to say my motivation --</p> <p>4 MR. DE ALMENARA: -- but something needs</p> <p>5 -- there is not enough formal or official</p> <p>6 communication. And, trust me, I don't know</p> <p>7 everybody is on Facebook or whatever, so</p> <p>8 there's got to be a different way to</p> <p>9 communicate this to people, so this --</p> <p>10 MR. CHESNEY: And I'm going to let Jim</p> <p>11 respond, but I want to also say like my main</p> <p>12 motivation when we were looking at it was</p> <p>13 because I thought about, in some areas that</p> <p>14 I'm familiar with where I vacation, they have</p> <p>15 done land trusts for old golf courses.</p> <p>16 So my initial reason for even bringing</p> <p>17 up or exploring the park idea was potential to</p> <p>18 if the owner would be interested in setting up</p> <p>19 a land trust, which would have some tax</p> <p>20 benefits for him, and he was not interested in</p> <p>21 pursuing that. So that was -- really the</p> <p>22 extent of that was very narrow. And Jim can</p> <p>23 talk about -- I just do what I'm asked.</p> <p>24 CHAIRMAN MILLS: Well, so I'm going to</p> <p>25 address the social media concern that you're</p>	<p style="text-align: right;">Page 80</p> <p>1 to respond to every social media posting.</p> <p>2 They have a business to run. Right? And we</p> <p>3 have a community development district to run,</p> <p>4 and we can't be bogged down -- first of all,</p> <p>5 it's premature, as you heard, to put out an</p> <p>6 official statement because we're not under</p> <p>7 contract.</p> <p>8 As Mr. Ross indicated, once we get into</p> <p>9 the due diligence and it all starts to come</p> <p>10 out, there will be -- one of the reasons we</p> <p>11 want 180 days was to give this board the time</p> <p>12 to flush all the issues out, but also to give</p> <p>13 all the residents time to weigh in on it.</p> <p>14 Last month, we had to move this meeting</p> <p>15 to the swim and tennis center, and 50 people</p> <p>16 were in that room. A month later, obviously,</p> <p>17 we have calmed some of the fears, because this</p> <p>18 month, there's one of you. Right?</p> <p>19 So if every month 50 people are showing</p> <p>20 up to find out what's going on, I think we</p> <p>21 communicated clearly last month the direction</p> <p>22 we're headed, and there will be more to come.</p> <p>23 But I don't see this board -- I can hear</p> <p>24 my -- our predecessor chair saying -- right?</p> <p>25 -- "We're not in the business to respond to</p>

<p style="text-align: right;">Page 81</p> <p>1 every social media post." And I don't think 2 we should, and I'm not in the position to do 3 that. 4 MR. DE ALMENARA: I don't mean you guys 5 at all. I don't think you guys should even be 6 on social media, number one. Number two, I 7 said not everybody is on social media. So the 8 way to manage communication via social media 9 is a big mistake. That's my point exactly. 10 But there has got to be some official 11 communication. Maybe some letter sent to 12 them. I don't know how you guys communicate 13 to every resident, but there's got to be some 14 type of -- because there is a percentage of 15 Westchase residents who don't know. 16 MS. GRIFFITH: I'll say this, and I have 17 said it before: I look to the WOW to be our 18 chief communications officer for all of 19 Westchase. 20 MR. DE ALMENARA: Okay. 21 MS. GRIFFITH: And the Westchase social 22 media page on Facebook is owned and 23 administered by WOW staff, so -- and, as you 24 can tell, Chris is here, he's at every 25 meeting, and social media in itself is -- in a</p>	<p style="text-align: right;">Page 83</p> <p>1 know, that's been the extent of it on the 2 post, but it wasn't that active of a post. 3 I contributed something to it, and then 4 -- but there wasn't a whole lot there. But, 5 Sebastian, I also will assure you that there 6 is in this country, and it's not just 7 Westchase, there are a third of the people who 8 are immune to all information and facts, and 9 we could print an article every month, and I 10 could post every day on that social media page 11 that there has been no discussion of turning 12 it into a park, and there would be a third of 13 the people that would either reject it as 14 untrue, fake, or they just wouldn't take the 15 time to read it. 16 So it's kind of an uphill battle. We'll 17 do our best, but there are some cats that even 18 refuse to be herded, so -- 19 MR. ROSS: I hate cats. 20 CHAIRMAN MILLS: But, again, thank you 21 for being here, and thank you for sharing what 22 you're hearing, because that's why these are 23 public and open meetings. Right? And we'll 24 continue to do our best to navigate through 25 this. Let's wrap this up.</p>
<p style="text-align: right;">Page 82</p> <p>1 lot of ways, it's like corralling cats. 2 Right? 3 So -- and I think that, you know, Chris 4 and his staff do a fine job, but, yes, I would 5 say maybe if we see that the rumors are 6 getting out of control, to, you know, maybe 7 produce some type of a brief update. 8 I know that a lot of times our articles 9 are very lengthy. People don't necessarily 10 read them all, but, you know, even if there's 11 just a periodic, you know, bullet point of an 12 update, if we feel that things are getting out 13 of control. 14 But when it comes to communications, I 15 do agree that communication is necessary, 16 because residents should be informed, but 17 that's what we look to the WOW to help us 18 with. 19 MR. BARRETT: If I can just speak to 20 that quickly. I have not seen a whole lot of 21 activity, at least on the Westchase news 22 page. I saw one post in the last week 23 basically arguing that losing the golf course 24 would impact home values, which is what 25 Mr. Vervaecke had spoken to, and, you</p>	<p style="text-align: right;">Page 84</p> <p>1 Erin, anything else from you? 2 MR. McCORMICK: Not on that issue. But, 3 Tonja, I had gotten a draft deed for the lake 4 that I haven't really done anything with. 5 I don't think it's exactly what we were 6 contemplating as far as a deed. It's a 7 quitclaim deed, and it conveys conditions in 8 it that would limit the district, if it takes 9 that property, to having to maintain the views 10 of some of the residents that live in the M/I 11 townhome project. 12 I know from this board's perspective 13 what we wanted to do is include some language 14 in the deed that would preclude those 15 residents that live in the M/I townhome 16 project from utilizing the lake for fishing 17 and boating purposes, and so I think we need 18 to have some further feedback with -- 19 MS. STEWART: I'm sure, when I get done 20 with my report -- 21 MS. McCORMICK: -- with them, but I was 22 hoping you can give us an update, because the 23 last I heard, that they were still -- didn't 24 have a legal description, and they were still 25 working on the permitting issues. So that's</p>

<p style="text-align: right;">Page 85</p> <p>1 all I know at this point.</p> <p>2 MS. STEWART: So you want me to --</p> <p>3 MR. McCORMICK: Yes.</p> <p>4 MS. STEWART: Okay. I have had multiple</p> <p>5 phone calls with Gary from Heidt. They sent me</p> <p>6 the paperwork that they wanted to have filled</p> <p>7 out for the next step.</p> <p>8 So he and I had a long conversation,</p> <p>9 because I said, "All right, what this tells me</p> <p>10 is you're trying to transfer to operations to</p> <p>11 two different entities on one permit by doing</p> <p>12 it this way."</p> <p>13 And I said, "We had talked originally</p> <p>14 about splitting the permit so that everybody</p> <p>15 had their own permit number and an operation."</p> <p>16 Okay?</p> <p>17 Evidently, because everyone is so busy</p> <p>18 in this industry, they were trying to find a</p> <p>19 least -- less complicated way to do it. So</p> <p>20 that leads us to, we do have a legal</p> <p>21 description. Okay?</p> <p>22 Their game plan was to submit the</p> <p>23 paperwork with the legal description, with</p> <p>24 that being the acknowledgement that that's</p> <p>25 area that we would be responsible for</p>	<p style="text-align: right;">Page 87</p> <p>1 management district?</p> <p>2 MS. STEWART: We don't work with</p> <p>3 anybody. SWFWMD is saying, "We're going to</p> <p>4 transfer this to your operation. It's your</p> <p>5 responsibility to operate it. You don't have</p> <p>6 to report to us anymore, because now permits</p> <p>7 require a periodic inspection and a periodic</p> <p>8 inspection report in their files."</p> <p>9 I had a situation a few years ago where</p> <p>10 they basically said, "Don't send us anything.</p> <p>11 We don't want to know about it. Operate it.</p> <p>12 We don't care."</p> <p>13 And that was my point to him, is that</p> <p>14 what he felt was going to be similar to this.</p> <p>15 And to think about it, there is no development</p> <p>16 associated with this. What we're taking</p> <p>17 ownership of is basically just a wetland and a</p> <p>18 receiving water body, so do not need a permit</p> <p>19 for that.</p> <p>20 And his perspective was, "I'm not sure</p> <p>21 that that's what they'll do," but I believe</p> <p>22 they will issue an operating permit over your</p> <p>23 described area that you will be conveyed.</p> <p>24 The other thing that typically happens</p> <p>25 -- and this has been common particularly</p>
<p style="text-align: right;">Page 86</p> <p>1 operating.</p> <p>2 I have had a situation in another</p> <p>3 community where I could see the tide was</p> <p>4 turning a little bit with SWFWMD and transfer</p> <p>5 of operations, because we submitted a transfer</p> <p>6 request, and they sent me back, you know, an</p> <p>7 acknowledgment and approval, but you do not</p> <p>8 need to submit any inspection reports in the</p> <p>9 future. You're at your own -- and I think the</p> <p>10 reason they did that is because that</p> <p>11 particular permit was a very complicated, very</p> <p>12 odd, and I don't think they wanted to have to</p> <p>13 deal with it more.</p> <p>14 They wanted to put it on the district's</p> <p>15 responsibility to deal with it for the future.</p> <p>16 So my question to him was, did he anticipate</p> <p>17 what we are taking ownership of is an old</p> <p>18 borrow pit, a receiving water body of their</p> <p>19 stormwater, did he feel like that that would</p> <p>20 be SWFWMD's position, that they would transfer</p> <p>21 operation but it would no longer require that</p> <p>22 we work with them in this operation, that we</p> <p>23 would be obligated to do that on our own.</p> <p>24 MS. McCORMICK: Wait. That we work with</p> <p>25 who, with M/I Homes or with the water</p>	<p style="text-align: right;">Page 88</p> <p>1 towards the end of a development -- is there</p> <p>2 will be lingering pieces of stormwater ponds</p> <p>3 and wetlands that still are owned by the</p> <p>4 developer, and we'll find this years later,</p> <p>5 and then we go back to the operating permit</p> <p>6 and basically send the water management</p> <p>7 district a transfer to operate with a deed.</p> <p>8 So they will basically transfer the</p> <p>9 operation from the developer's name to the</p> <p>10 CDD's name, as well as I have had some</p> <p>11 communities where the HOA had responsibility</p> <p>12 for operating and maintaining some portion of</p> <p>13 a development that wanted to give it to the</p> <p>14 CDD because they had the better ability to do</p> <p>15 to do it, that once we had it conveyed over,</p> <p>16 then I sent them the deed and said, "Okay,</p> <p>17 the district wants to pick up this permit and</p> <p>18 maintain it in the future," and it would get</p> <p>19 transferred over.</p> <p>20 So what we kind of have is a complicated</p> <p>21 situation with not necessarily a simple path</p> <p>22 to travel down from their perspective, I</p> <p>23 guess. And we're here at the eleventh hour</p> <p>24 trying to scurry around to figure out what to</p> <p>25 do.</p>

<p style="text-align: right;">Page 89</p> <p>1 MR. McCORMICK: Well, I thought we were</p> <p>2 always clear that the only thing that we</p> <p>3 wanted to be responsible for operating and</p> <p>4 maintaining is the borrow pit and that if</p> <p>5 there's other little pieces of property that</p> <p>6 are associated with M/I Homes ownership, we</p> <p>7 don't want the water management district to</p> <p>8 ever have the ability to come back to the</p> <p>9 district and say --</p> <p>10 MS. STEWART: I would agree with you.</p> <p>11 MR. McCORMICK: -- somehow you're</p> <p>12 responsible for this mitigation area that's</p> <p>13 part of this townhome project.</p> <p>14 MS. STEWART: Well, by the time it all</p> <p>15 got said and done, in terms of the total land</p> <p>16 area that we were going to be conveyed, they</p> <p>17 did come back and ask us. There is an area on</p> <p>18 the east side where they excavated two holes,</p> <p>19 and then the wetland mitigation area came into</p> <p>20 play.</p> <p>21 And they are all connected and they all</p> <p>22 do still drain in the same direction they did</p> <p>23 by accepting them. I didn't have a problem</p> <p>24 with having responsibility for them from a</p> <p>25 maintenance perspective. It probably still</p>	<p style="text-align: right;">Page 91</p> <p>1 boundary, though. That's not theirs. That's</p> <p>2 from the very east side. That would not cause</p> <p>3 any obstruction to their community at all.</p> <p>4 MR. LEWIS: Is that something that needs</p> <p>5 to clarified in that document?</p> <p>6 MS. STEWART: Well, I thought -- I</p> <p>7 didn't even read that. Okay? I didn't even</p> <p>8 read that. I wouldn't know what to do with</p> <p>9 it, to be perfectly honest with you, because</p> <p>10 that's not my -- but that's why it was</p> <p>11 important for Erin to see it, because --</p> <p>12 CHAIRMAN MILLS: So do you read that --</p> <p>13 MS. STEWART: -- I don't know what to do</p> <p>14 with it, yeah.</p> <p>15 CHAIRMAN MILLS: -- do you read that as</p> <p>16 an inability to block access from the opposite</p> <p>17 side?</p> <p>18 MS. McCORMICK: Well, I think we want</p> <p>19 more than just -- I think what we wanted to do</p> <p>20 is to somehow bind them to agree that they --</p> <p>21 those residents are not going to be using --</p> <p>22 MS. STEWART: I agree with you.</p> <p>23 MS. McCORMICK: -- this lake. Now, I</p> <p>24 don't know that that can be done in this deed,</p> <p>25 but they may be able to do that through their</p>
<p style="text-align: right;">Page 90</p> <p>1 does benefit us since it's on the low end of</p> <p>2 the property and water recedes to the lowest</p> <p>3 spot.</p> <p>4 CHAIRMAN MILLS: What about resident</p> <p>5 access from the other side?</p> <p>6 MS. STEWART: I believe a fence, we've</p> <p>7 talked about the TECO -- there were some</p> <p>8 discussions about being able to put a fence up</p> <p>9 to stop people from using the old borrow pit</p> <p>10 for fishing, I think.</p> <p>11 MR. MAYES: That's the plan. We just</p> <p>12 haven't --</p> <p>13 MS. STEWART: Once we own it, we can put</p> <p>14 up what we want.</p> <p>15 CHAIRMAN MILLS: Okay.</p> <p>16 MR. McCORMICK: Well -- but that's an</p> <p>17 issue, because in this quitclaim deed they</p> <p>18 sent to us, they said, "No view obstructing</p> <p>19 fences, hedges, trees, barriers, or any other</p> <p>20 partially or totally view obscuring</p> <p>21 improvements or conditions shall ever be</p> <p>22 installed or maintained on the property. If</p> <p>23 such improvement condition obstructs or</p> <p>24 impairs the lake views from the townhomes" --</p> <p>25 MS. STEWART: That's on the eastern</p>	<p style="text-align: right;">Page 92</p> <p>1 HOA restrictions, to include language in there</p> <p>2 that their residents don't have --</p> <p>3 MS. STEWART: And we had a conversation</p> <p>4 about using the deed to put restrictions in.</p> <p>5 I mean, it was clear to me that that was</p> <p>6 something that they were going to look at</p> <p>7 doing.</p> <p>8 CHAIRMAN MILLS: Doug.</p> <p>9 MR. MAYES: I had a -- when we had that</p> <p>10 conversation with the lady over --</p> <p>11 MS. STEWART: Uh-huh. Betty?</p> <p>12 MR. MAYES: -- yeah, Betty over at M/I --</p> <p>13 her concern was solid-type fences. We're</p> <p>14 talking about putting basically like a cow</p> <p>15 fence -- a cow pasture fence, something that</p> <p>16 just deters people from even getting to the</p> <p>17 lake but doesn't block your view.</p> <p>18 So I think that's the way she wrote it,</p> <p>19 to put it -- that they we wouldn't put privacy</p> <p>20 fences -- you know what I mean? -- solid</p> <p>21 fences, wood fences.</p> <p>22 But she didn't have a problem -- because</p> <p>23 I told her, "We just want to put a cattle</p> <p>24 fence, you know, just to keep people off the</p> <p>25 lake," and she didn't have a problem with</p>

<p style="text-align: right;">Page 93</p> <p>1 that.</p> <p>2 MS. STEWART: Well, that wasn't even</p> <p>3 near the houses. Right?</p> <p>4 MR. MAYS: No.</p> <p>5 MS. STEWART: That was still over by the</p> <p>6 eastern -- where the road comes in?</p> <p>7 MR. MAYS: Yes.</p> <p>8 MR. BARRETT: You could see through</p> <p>9 barbed wire.</p> <p>10 MR. MAYS: Yes.</p> <p>11 CHAIRMAN MILLS: Matt.</p> <p>12 MR. LEWIS: When we spoke last week</p> <p>13 about this, I don't think this was sent in, if</p> <p>14 I understood --</p> <p>15 MS. STEWART: I just received this</p> <p>16 today. I've been --</p> <p>17 MR. LEWIS: Okay. As you stand here</p> <p>18 today, I just want to make sure I'm clear, I</p> <p>19 mean, do you feel that this is a way that</p> <p>20 SWFWMD would still approve this and it would</p> <p>21 still be beneficial to the board or to the</p> <p>22 CDD?</p> <p>23 MS. STEWART: Well, I'm torn in a couple</p> <p>24 different directions, and Gary and I had a</p> <p>25 long talk about permit splits, because I said</p>	<p style="text-align: right;">Page 95</p> <p>1 know the answer to that.</p> <p>2 CHAIRMAN MILLS: Mr. Ross.</p> <p>3 MR. ROSS: Could I try to restate what I</p> <p>4 understand to be the situation, and you tell</p> <p>5 me where I'm right or wrong?</p> <p>6 MS. McCORMICK: Uh-huh.</p> <p>7 MR. ROSS: We are interested in taking</p> <p>8 ownership of this water because we have trust</p> <p>9 and confidence in our staff. They do a great</p> <p>10 job, our vendors, and we feel like this is</p> <p>11 going to impact our water, and so let's have</p> <p>12 control of it. It's a good thing. Right?</p> <p>13 MS. McCORMICK: Right. Right.</p> <p>14 MR. ROSS: If we don't take control,</p> <p>15 though, it doesn't mean we don't have</p> <p>16 recourse. It means that for some reason, the</p> <p>17 HOA, who, I take it, will be the owner, if they</p> <p>18 don't comply with the applicable law, we will</p> <p>19 be able to seek recourse against them, whether</p> <p>20 it's going to the governmental agency or going</p> <p>21 after them. Is that correct?</p> <p>22 MS. McCORMICK: I would say so, yeah. I</p> <p>23 mean, we would then, if they were causing a</p> <p>24 flooding problem to our property, we would</p> <p>25 report it to the water management district.</p>
<p style="text-align: right;">Page 94</p> <p>1 I had been involved in permit splits, but</p> <p>2 they're different.</p> <p>3 They're back in the day when people</p> <p>4 permitted 600 units on one set of plans, and</p> <p>5 200 got built, and then the boom hit</p> <p>6 collapsed, and then we're stuck with not being</p> <p>7 able to transfer permits.</p> <p>8 So we got stuck saying you have to</p> <p>9 split the permit in order to get the</p> <p>10 construction that is complete moved into</p> <p>11 operation. Okay?</p> <p>12 This is different, because it's a</p> <p>13 completed development, but we're trying to</p> <p>14 split ownership. And like I was explaining</p> <p>15 before, I split my transfers before by just</p> <p>16 sending a deed into the water management</p> <p>17 district and saying, "This is we own it, and</p> <p>18 we're accepting responsibility for it."</p> <p>19 Nobody says anything.</p> <p>20 Now, if we were to dig into the file and</p> <p>21 look at the legalities of who owns what and</p> <p>22 who has what transfer, is there just one</p> <p>23 transfer or one transfer with, you know, this</p> <p>24 submitted showing that the CDD has taken</p> <p>25 responsibility for this land area? I don't</p>	<p style="text-align: right;">Page 96</p> <p>1 Right, Tonja?</p> <p>2 MS. STEWART: Yeah, and the county.</p> <p>3 MS. McCORMICK: Yeah.</p> <p>4 MR. ROSS: So the reason I summarize it</p> <p>5 like that, it seems to me that we're spending</p> <p>6 lots and lots of time and energy on something</p> <p>7 that the other side isn't spending lots and</p> <p>8 lots of time and energy. It seems like we're</p> <p>9 doing most of --</p> <p>10 MS. McCORMICK: Yeah, I haven't done too</p> <p>11 much on this, but I know -- it sounds like</p> <p>12 Tonja has had a --</p> <p>13 MS. STEWART: I have.</p> <p>14 MS. McCORMICK: -- very frustrating</p> <p>15 process.</p> <p>16 MR. ROSS: And so if I can suggest a</p> <p>17 go-forward strategy, why not we -- you two --</p> <p>18 prepare the appropriate documents that set</p> <p>19 forth our position, present it to them and say</p> <p>20 "Take it or leave it."</p> <p>21 And if they don't want it, say, "Okay,</p> <p>22 fine. You can keep your own water and you'll</p> <p>23 be responsible, and so be it. If you want to</p> <p>24 do this, we're happy to take it off your</p> <p>25 hands. We'll bear the expense." And go from</p>

<p style="text-align: right;">Page 97</p> <p>1 there.</p> <p>2 CHAIRMAN MILLS: Well, that doesn't</p> <p>3 address the issue of resident usage of that</p> <p>4 water.</p> <p>5 MR. ROSS: You're right, that would be</p> <p>6 the down side. If they were to say, "We're</p> <p>7 just going to hold onto it," then you would</p> <p>8 have potential --</p> <p>9 MS. McCORMICK: But they haven't done</p> <p>10 anything to agree to restrict resident usage.</p> <p>11 I mean, we, as the owner, could put up a fence</p> <p>12 and, you know, say, "You're trespassing on our</p> <p>13 property," if they have their residents go on</p> <p>14 there.</p> <p>15 CHAIRMAN MILLS: But if they retain</p> <p>16 ownership, we have no recourse for that.</p> <p>17 MS. STEWART: And one comment, I'm</p> <p>18 concerned about the treatment. I think they</p> <p>19 will let it get overgrown like that.</p> <p>20 MS. WHYTE: Oh, yeah.</p> <p>21 MS. STEWART: I think that will happen.</p> <p>22 And they already are not budgeted for</p> <p>23 maintenance on it.</p> <p>24 MR. ROSS: But isn't that my point, that</p> <p>25 if they're doing something that is avow of the</p>	<p style="text-align: right;">Page 99</p> <p>1 like we want them that set forth what we want,</p> <p>2 whether it's regard to the fence, usage,</p> <p>3 description of property, permits, whatever,</p> <p>4 and present it to them, and say, "This is what</p> <p>5 the district is willing to do"?</p> <p>6 MS. STEWART: And if that's something</p> <p>7 that is doable, it gets me over the hurdle of</p> <p>8 the time to take to split the permit. If</p> <p>9 there is a document that is legal enough to</p> <p>10 cover going through this process and recover,</p> <p>11 my concern is, we're just so short on time at</p> <p>12 this point. We've got 30 days.</p> <p>13 MR. LEWIS: And that was from today or</p> <p>14 tomorrow. Correct?</p> <p>15 MS. STEWART: Well, I think, you know --</p> <p>16 what? -- like an extra day or two, you're</p> <p>17 correct.</p> <p>18 MS. GRIFFITH: What is the 30-day clock?</p> <p>19 MS. STEWART: The HOA is transitioning</p> <p>20 from developer controlled to resident</p> <p>21 controlled.</p> <p>22 MS. GRIFFITH: So let me ask you this:</p> <p>23 The developer owned it for how long, and what</p> <p>24 is the condition of it today? Have they been</p> <p>25 maintaining it -- the developer maintaining</p>
<p style="text-align: right;">Page 98</p> <p>1 law, we have recourse.</p> <p>2 MS. STEWART: I'm not sure there is any</p> <p>3 -- let me think about this --</p> <p>4 MR. MAYES: Yeah, I don't think there is</p> <p>5 a law out there --</p> <p>6 MS. STEWART: -- any regulation on what</p> <p>7 they have to do.</p> <p>8 MR. MAYES: Regrowth, hydrilla, cattails.</p> <p>9 MS. STEWART: The hydrilla is the one I</p> <p>10 worry the most about.</p> <p>11 I think there are some guidelines for</p> <p>12 pond maintenance, so I would want to go back</p> <p>13 and take a look to see how stringent those</p> <p>14 guidelines would be and how enforceable they</p> <p>15 would be, but I'm not sure the hydrilla would</p> <p>16 be something that would be enforceable.</p> <p>17 MR. ROSS: Then I may have</p> <p>18 mis-summarized the situation, that it may be</p> <p>19 that we would not have full recourse. I stand</p> <p>20 by my observation. It seems like you're doing</p> <p>21 all the heavy lifting, and they're not, and</p> <p>22 it's getting us nowhere.</p> <p>23 At some point, is there a benefit to us</p> <p>24 from a resolution standpoint to go ahead and</p> <p>25 us spend the resources to draft the documents</p>	<p style="text-align: right;">Page 100</p> <p>1 it?</p> <p>2 MS. STEWART: To the best of my</p> <p>3 knowledge, it's an acceptable conveyance that</p> <p>4 we pick up maintenance from there.</p> <p>5 MS. GRIFFITH: Okay. But the concern is</p> <p>6 that once it switches to the HOA, the HOA is</p> <p>7 not budgeted for it and --</p> <p>8 MS. STEWART: You've been doing some</p> <p>9 maintenance, too, haven't you?</p> <p>10 MR. MAYES: A little bit.</p> <p>11 MS. WHYTE: I think we had flooding from</p> <p>12 that last year.</p> <p>13 MS. GRIFFITH: And so because I remember</p> <p>14 raising a very similar point to Mr. Ross',</p> <p>15 which was, I mean, if we don't assume, what is</p> <p>16 the worst that can happen?</p> <p>17 And I was -- my understanding was</p> <p>18 flooding was going to happen and all, you know</p> <p>19 -- and I think the comment was, if you could</p> <p>20 ever own it, we want to own it because we have</p> <p>21 confidence in our staff, more confidence than</p> <p>22 we would in theirs, but, I mean, I honestly</p> <p>23 still sort of think, do we wait until there is</p> <p>24 a problem before we put all this effort into</p> <p>25 it, I mean, or do we just always sort of</p>

<p style="text-align: right;">Page 101</p> <p>1 assume that things are going to be bad, and 2 therefore we have to own it as soon as 3 possible? 4 MS. STEWART: I can only tell you that 5 when we had to go out there and deal with that 6 drainage problem that day, if we didn't have 7 the right to do it, I would not want to be 8 depending on somebody else. 9 The houses on the pond are significantly 10 lower than those townhouses, and it makes me 11 really nervous not to have control over being 12 able to get out there and dewater, if we need 13 to dewater, or whatever it is. 14 MS. GRIFFITH: Thank you. 15 CHAIRMAN MILLS: Doug. 16 MR. MAYS: One of my bigger concerns is 17 the residents of Stonebridge. Now we have 18 almost a 40-foot easement between that lake 19 and the back of their houses. 20 If they decide, the HOA over there and 21 M/I homes decide, "We're no longer going to 22 let you manage it, we're no longer going to 23 let you mow it," now you've got nobody 24 maintaining it, plus -- or they can make the 25 decision to, "Hey, this will make a nice spot</p>	<p style="text-align: right;">Page 103</p> <p>1 MS. McCORMICK: Right. 2 MR. ROSS: -- you folks to tell us how 3 to move forward. I -- 4 MS. STEWART: There are a couple things 5 that we don't have control over, and that's 6 what's complicating this. It's because we 7 don't have the permits. We didn't do the 8 design. 9 We need them to be able to split this 10 permit up, and that's what's kind of 11 complicated the whole thing, because we, going 12 through that process, would have been so much 13 more onerous for us versus them, since they 14 were the original design engineer, it would 15 have been so much, but we didn't get what we 16 wanted at the end of the day. 17 So it's not -- I feel like the only 18 option we have at this point, because of this 19 deadline, is to do this, is only if whether or 20 not Erin believes that whatever legal stuff we 21 can pull together is going to have a -- 22 MS. McCORMICK: I think the quitclaim 23 deed is fine. It sounds like you haven't 24 talked with water management district staff 25 directly.</p>
<p style="text-align: right;">Page 102</p> <p>1 for a nature trail." 2 Now we've got people walking around in 3 basically people's backyards anytime they 4 want. 5 MR. BARRETT: A linear park? 6 MR. MAYS: That's my biggest concern, 7 what's going to happen to Stonebridge. What 8 is Weybridge over there? 9 MS. WHYTE: No. Stonebridge and 10 Stockbridge. 11 MR. MAYS: Stockbridge. So those -- 12 they'll have -- I mean, they'll have people 13 walking in their backyards anytime they want. 14 CHAIRMAN MILLS: Mr. Ross. 15 MR. ROSS: I don't know the answer. I'm 16 not the professional. But what I'm not 17 getting is confidence on where we're headed. 18 I feel like we're kind of just getting 19 battered by the process, making no significant 20 movement, and now what we're essentially being 21 told is, "Well, here's a possible solution, 22 but it may not address all the issues that 23 you're concerned about." 24 Well, then it's not really a solution 25 that -- I'm relying on --</p>	<p style="text-align: right;">Page 104</p> <p>1 MS. STEWART: I have not. 2 MS. McCORMICK: You've been relying on 3 Gary. So my thought would be -- I mean, I 4 don't know if it's going to be stepping on 5 their toes, but maybe you need to talk to the 6 water management district and make sure that 7 you're comfortable that this permit, that 8 we're only going to be for the permit 9 operation for the property that we own. 10 I think that the district can, you know, 11 approve a quitclaim deed tonight, or we can -- 12 if we have -- if we can wait until the next 13 board meeting, because as long as they're just 14 saying no obstructing fences along the eastern 15 side of the property and that doesn't cause an 16 issue, then, you know, that's pretty 17 straightforward. 18 I don't think we're going to get 19 anything in this deed that would prevent their 20 residents from coming onto our lake, but I 21 think, as property owner, we can control that 22 anyway. 23 So I think the one big remaining piece 24 is for you to talk to the water management 25 district.</p>

<p style="text-align: right;">Page 105</p> <p>1 MS. STEWART: Okay. All right.</p> <p>2 MR. LEWIS: I have one -- from the last</p> <p>3 meeting, we were talking last time, too, about</p> <p>4 the fee, and I think you had a discussion with</p> <p>5 them about splitting that. I think that was</p> <p>6 fairly positive, as I recall. Correct?</p> <p>7 MS. STEWART: That was the fee for the</p> <p>8 mitigation area --</p> <p>9 MR. LEWIS: Right.</p> <p>10 MS. STEWART: -- the mitigation stuff.</p> <p>11 MR. LEWIS: Instead of just a one-year,</p> <p>12 I think they initially offered they -- it</p> <p>13 sounded positive they were going to go for two</p> <p>14 years.</p> <p>15 MS. STEWART: They did, but they haven't</p> <p>16 sent it to me in writing.</p> <p>17 MR. LEWIS: Okay. So maybe that, you</p> <p>18 know, maybe to follow up with that, along with</p> <p>19 maybe what Erin is talking about with the</p> <p>20 water management district.</p> <p>21 MS. STEWART: Are we going to have</p> <p>22 mark-ups to send back to them? Maybe I can</p> <p>23 send a memo, or you can send -- or we can</p> <p>24 together, and then, that way, I can say we</p> <p>25 need something in writing in terms of -- in</p>	<p style="text-align: right;">Page 107</p> <p>1 authority to go in and settle it.</p> <p>2 I feel fully confident in giving the</p> <p>3 Chair that authority over the next 30 days and</p> <p>4 working with counsel to come up with -- you</p> <p>5 know, work out the best solution for the</p> <p>6 district.</p> <p>7 If that's better, I'm happy to do that,</p> <p>8 but if you think that's a bad idea, I'm happy</p> <p>9 to make the motion as --</p> <p>10 MS. McCORMICK: I think that's a good</p> <p>11 idea. I think that what the board can do is</p> <p>12 authorize the Chair to execute the deed once</p> <p>13 approved by staff and/or to, you know, make</p> <p>14 other -- or to approve other mechanisms for</p> <p>15 addressing this issue.</p> <p>16 MR. ROSS: Okay. I make that motion.</p> <p>17 CHAIRMAN MILLS: Okay. So your motion</p> <p>18 specifically is?</p> <p>19 MR. ROSS: What she just said.</p> <p>20 CHAIRMAN MILLS: Okay. Is there a</p> <p>21 second?</p> <p>22 MS. GRIFFITH: Second.</p> <p>23 CHAIRMAN MILLS: Okay. Any further</p> <p>24 discussion?</p> <p>25 (No response.)</p>
<p style="text-align: right;">Page 106</p> <p>1 regard to the additional cost for the wetland</p> <p>2 mitigation area.</p> <p>3 MS. McCORMICK: Yeah. I mean, at a</p> <p>4 minimum, we need this accepted by the</p> <p>5 district. They didn't add a place for</p> <p>6 acceptance by the district.</p> <p>7 So it sounds like if we're going to go</p> <p>8 forward with this, we need the board to</p> <p>9 authorize the acceptance of the deed tonight,</p> <p>10 subject to you getting confirmation from the</p> <p>11 water management district --</p> <p>12 MS. STEWART: Okay.</p> <p>13 MS. McCORMICK: -- that the district</p> <p>14 won't have responsibility for the operation of</p> <p>15 the areas that they're retaining.</p> <p>16 CHAIRMAN MILLS: Mr. Ross.</p> <p>17 MR. ROSS: So that's your recommendation</p> <p>18 as to how we proceed?</p> <p>19 MS. McCORMICK: Yes.</p> <p>20 MR. ROSS: I was going to throw out an</p> <p>21 alternative, but -- and you can shoot it down.</p> <p>22 MS. McCORMICK: Okay.</p> <p>23 MR. ROSS: If we were in litigation and</p> <p>24 we got referred to mediation, this board would</p> <p>25 have to designate one person that had full</p>	<p style="text-align: right;">Page 108</p> <p>1 CHAIRMAN MILLS: All in favor.</p> <p>2 (All board members signify in the</p> <p>3 affirmative.)</p> <p>4 CHAIRMAN MILLS: Motion passes.</p> <p>5 (Motion passes.)</p> <p>6 MS. STEWART: I'll make the phone call</p> <p>7 tomorrow.</p> <p>8 CHAIRMAN MILLS: Yeah, let's get this</p> <p>9 wrapped up. Let's get this wrapped up.</p> <p>10 MS. STEWART: I'll move as soon as</p> <p>11 possible. Keep your fingers crossed.</p> <p>12 CHAIRMAN MILLS: Okay. What else have</p> <p>13 you got?</p> <p>14 MS. STEWART: Just very quickly, Doug</p> <p>15 and Sonny and I are going to meet after this</p> <p>16 meeting. We have made some progress with our</p> <p>17 map, so I want to get their input in terms of</p> <p>18 where we go next with the map.</p> <p>19 So I just want to let you know that I</p> <p>20 think we're going to be good next month for</p> <p>21 you to start seeing how we're going to</p> <p>22 inputting some GIS stuff and everything, so --</p> <p>23 MS. GRIFFITH: Great.</p> <p>24 CHAIRMAN MILLS: It also says "Best pond</p> <p>25 management practices document."</p>

<p style="text-align: right;">Page 109</p> <p>1 MS. STEWART: Oh, to -- oh, on my agenda 2 thing? 3 CHAIRMAN MILLS: On the agenda. 4 MS. STEWART: I thought we had exhausted 5 that conversation, but that's okay. 6 CHAIRMAN MILLS: I'm just reading what 7 was given to me. 8 MS. STEWART: What we'll do, as part of 9 this map, that's going to be part of the 10 discussion, too, so you'll see more next 11 month, too. 12 CHAIRMAN MILLS: Okay. Great. Thank 13 you. 14 Erin, did you have anything else? 15 MS. McCORMICK: I don't have anything 16 else. 17 CHAIRMAN MILLS: Okay. Manager's 18 report. 19 MR. MENDENHALL: Okay. I have the one 20 item that's on the agenda and it was in your 21 package, which is consideration of Resolution 22 2018-1, and this confirms the district's use 23 of the Hillsborough County elections office to 24 handle your next election that's coming up. 25 MR. ROSS: So move.</p>	<p style="text-align: right;">Page 111</p> <p>1 since it's been so warm, it's pushing so hard 2 because it's pushing new stuff out. 3 And one of the things -- I hate to say 4 it -- but it feels like a mistake we made, 5 too, was giving the information to residents 6 too soon, because what ended up happening was, 7 when residents know this is happening, they 8 didn't clean their own yards. 9 A lot of them blew their leaves in the 10 streets, which ended up causing more foliage 11 in the streets. I've seen piles in the 12 streets where residents had left their piles 13 in the streets instead of cleaning it up 14 themselves, not all of them, but a lot of 15 them. 16 Most of it is due, the excess foliage 17 that we had this year -- normally they fill a 18 bin and a half up for this community. Well, 19 he had four bins filled up. 20 So his two days he normally is here, 21 what he had to do is, obviously he's got it 22 scheduled for the other communities and other 23 neighborhoods and other DOT projects that they 24 do. 25 They're a very good company. They're a</p>
<p style="text-align: right;">Page 110</p> <p>1 CHAIRMAN MILLS: Is there a second? 2 MR. LEWIS: Second. 3 CHAIRMAN MILLS: Seconded by Matt. Any 4 discussion? 5 (No response.) 6 CHAIRMAN MILLS: All in favor. 7 (All board members signify in the 8 affirmative.) 9 CHAIRMAN MILLS: Five to zero. 10 (Motion passes.) 11 MR. MENDENHALL: Okay. Thank you. 12 That's all I have. 13 CHAIRMAN MILLS: Field manager's report. 14 MR. MAYS: I guess the first thing I 15 need to do is clear up the street sweeping 16 issue. 17 What ended up happening there is 18 normally we're scheduled two to three days to 19 do this entire community. As you guys have 20 all seen, this weather pattern we've had this 21 year was quite wild, to say the least. 22 I mean, the whole month of February we 23 set heat records, which has caused a lot of 24 the trees to push a lot soon and a lot more 25 foliage at the same time, and the new stuff --</p>	<p style="text-align: right;">Page 112</p> <p>1 big company. So what he did was, he took 2 those additional -- he knew he missed a lot of 3 areas. So when he had an extra four hours 4 from somewhere else, he would send that truck 5 driver into our community into a different 6 neighborhood, so we weren't doing it 7 altogether. 8 So they spent almost another seven to 9 eight days just going neighborhood to 10 neighborhood doing as much as they could. I 11 followed the truck numerous times. He was 12 here on property, contrary to what social 13 media says out there. 14 It's not who you know, you know. I was 15 -- I mean, they were doing the best they could 16 with the abundance of foliage. And just so 17 you know, they did not charge us one 18 additional dime, so, you know, you got more 19 than what you paid for. 20 So I just want to put that out there. 21 If there's any questions on it, you know, what 22 do you think about it, that's fine. If not, 23 I'll move on to the next thing. 24 (No response.) 25 MR. MAYS: Good. As you got your</p>

<p style="text-align: right;">Page 113</p> <p>1 proposal, we got a proposal for the Version 2 Three. Version Three is the next step up on 3 our irrigation satellite system. 4 Our irrigation satellite system by Toro, 5 as any computer, needs to be updated. Through 6 warranty work because of the system being 7 newer, they put the Version Two in there at no 8 cost to us. 9 Now, we're going to the Version Three. 10 So it's an updated computer, faster 11 communication, better communication, more 12 information for our computer. So we need to 13 upgrade it to the Version Three, if we want it 14 to work and operate the way that we would want 15 it to. 16 And this is why the community bought 17 such a sophisticated irrigation satellite 18 system. So you'll see the proposal. I 19 believe it's for just around \$15,000. 20 CHAIRMAN MILLS: Where is that proposal? 21 MS. WHYTE: I don't -- it's in your 22 file. 23 CHAIRMAN MILLS: No. 24 MS. WHYTE: You didn't get -- 25 CHAIRMAN MILLS: It says attached, but</p>	<p style="text-align: right;">Page 115</p> <p>1 asked about it, but if we go to a new company, 2 they thought what -- what are we going to have 3 to do, you know, to the irrigation, because 4 every time a new company comes in, they're 5 going to want to do something to the 6 irrigation system, whether it would be 7 changing out heads, valves, whatever. 8 This is something they're going to come 9 tell you you need to do anyway, whoever comes 10 in here. So my recommendation is to approve 11 this and let's get this upgraded. 12 They have been pretty good to us so far 13 about other upgrades and repairs. 14 CHAIRMAN MILLS: Mr. Ross. 15 MR. ROSS: As I quickly looked at the 16 proposal, this is just for the computer 17 system. It has nothing to do with what's out 18 the field? 19 MR. MAYS: Correct -- well, no. No. It 20 is based for each one. 21 MR. ROSS: For each sprinkler head? 22 MS. WHYTE: No. No. 23 MR. MAYS: No. No. For each satellite 24 system. 25 MR. ROSS: Oh, okay.</p>
<p style="text-align: right;">Page 114</p> <p>1 there's nothing attached. 2 MS. WHYTE: Hold on. 3 MR. MAYS: You should have gotten the 4 proposal. If you didn't, it's like fifteen 5 and change. So it's -- but it is for, I want 6 to say, 12 or 13 satellites that we have out 7 there that need to be upgraded. 8 There's a couple of them that don't have 9 to be upgraded. They're smaller systems. So 10 we don't have to upgrade them, but it's for, I 11 believe, 13 different satellites that we have 12 to upgrade it to that Version Three. 13 MS. WHYTE: My apologies to the board. 14 CHAIRMAN MILLS: Brian. 15 MR. ROSS: Is there a warranty 16 provision in this? 17 MR. MAYS: Well, there's a warranty on 18 everything, but I'm not sure what it is on -- 19 MR. ROSS: There it is. It's up above. 20 It says a five-year warranty. I missed it. 21 My bad. 22 MR. MAYS: And in my -- you know, my 23 opinion is we need to go ahead and upgrade 24 this system. 25 You asked about it. I'm not sure who</p>	<p style="text-align: right;">Page 116</p> <p>1 MR. MAYS: The standalones out there, 2 each one of them, you open the door, there is 3 a computer inside of it. 4 MR. ROSS: I misspoke. But it's not to 5 do with the irrigation heads, the pipes, all 6 that. 7 MR. MAYS: Yes. Strictly the satellite 8 system. 9 MR. ROSS: Got it. 10 MR. LEWIS: Curious. I know my Apple 11 iPhone likes to update every couple of days, 12 it seems like. What's the longevity of each 13 upgrade? Do you know or -- 14 MR. MAYS: Of each upgrade? 15 MR. LEWIS: Yes. Like if this is 16 Upgrade Three, is there -- 17 MR. MAYS: Well, we've had this system 18 -- what? -- about eight years now -- 19 MS. WHYTE: Yes. 20 MR. MAYS: -- eight to ten years? 21 CHAIRMAN MILLS: 2010 was the last -- 22 okay. 23 MR. MAYS: So it seems like the upgrades 24 are coming every four to five years, about 25 when the warranty runs out, which is good,</p>

<p style="text-align: right;">Page 117</p> <p>1 because the warranty runs out anyway --</p> <p>2 MR. LEWIS: Okay.</p> <p>3 MS. GRIFFITH: And Wesco Turf,</p> <p>4 there's not another --</p> <p>5 MR. MAYS: They're the only ones that</p> <p>6 repair and work on Toro equipment. And that's</p> <p>7 something that we talked about with other</p> <p>8 people, too.</p> <p>9 When we do rewrite the contract, we need</p> <p>10 to make sure that we put that in the contract</p> <p>11 that we need somebody that is a qualified</p> <p>12 Sentinel, at least two years, and they need to</p> <p>13 show their background in it, because this --</p> <p>14 you just don't walk in here and start working</p> <p>15 on this system without having the knowledge.</p> <p>16 CHAIRMAN MILLS: Okay. Would it</p> <p>17 appropriate for a motion?</p> <p>18 MS. WHYTE: My apologies to the board</p> <p>19 again.</p> <p>20 MR. ROSS: I move that we accept and</p> <p>21 proceed --</p> <p>22 CHAIRMAN MILLS: Okay.</p> <p>23 MR. ROSS: -- accept the proposal and</p> <p>24 proceed.</p> <p>25 CHAIRMAN MILLS: Is there a second?</p>	<p style="text-align: right;">Page 119</p> <p>1 like 120 pounds for one of these things. So</p> <p>2 it's not like they can be taken out. You</p> <p>3 don't even have to glue them or staple them</p> <p>4 down.</p> <p>5 You really don't want to staple them</p> <p>6 down in this Pour and Play anyway because then</p> <p>7 you would ruin that matting underneath. So,</p> <p>8 so far, so good, and that should protect us</p> <p>9 under our slides where we've had a lot of wear</p> <p>10 and tear, at around the swings where some of</p> <p>11 the wear and tear has been, so this should</p> <p>12 help that, too, so we went ahead and did that.</p> <p>13 MR. CHESNEY: So those things aren't</p> <p>14 mounted to it; they're just sitting there?</p> <p>15 MR. MAYS: Try picking one of those</p> <p>16 things up.</p> <p>17 MR. CHESNEY: That's crazy.</p> <p>18 CHAIRMAN MILLS: My grandson bounced off</p> <p>19 of that thing, and it didn't move.</p> <p>20 MS. McCORMICK: They did the repair</p> <p>21 without charging anything?</p> <p>22 MR. MAYS: Here's what they did. No,</p> <p>23 because he -- what he did was, he's giving us</p> <p>24 a proposal as the board has requested on a</p> <p>25 slide.</p>
<p style="text-align: right;">Page 118</p> <p>1 MR. LEWIS: I'll second.</p> <p>2 CHAIRMAN MILLS: Seconded. Any further</p> <p>3 discussion?</p> <p>4 (No response.)</p> <p>5 CHAIRMAN MILLS: All in favor.</p> <p>6 (All board members signify in the</p> <p>7 affirmative.)</p> <p>8 CHAIRMAN MILLS: Okay.</p> <p>9 (Motion passes.)</p> <p>10 MR. MAYS: The next thing is the repairs</p> <p>11 were completed over at Glenclyff Park. We put</p> <p>12 in a better runway around that wheel.</p> <p>13 We put a better runway around the wheel.</p> <p>14 We elevated it just enough, but we pitched it</p> <p>15 also, so the kids won't have a trip and fall</p> <p>16 there as they're going up on it.</p> <p>17 But we poured it, we took some of the</p> <p>18 matting underneath out and basically cut in it</p> <p>19 so that it will stick in, and it looks very</p> <p>20 solid and a lot better.</p> <p>21 We also, while we were doing it, we</p> <p>22 went ahead and ordered seven mats for the</p> <p>23 swings and slides underneath Baybridge Park,</p> <p>24 which I will do at Glenclyff eventually, too.</p> <p>25 We're experimenting with them. They're</p>	<p style="text-align: right;">Page 120</p> <p>1 He says, "I can't do that, because</p> <p>2 that's a different company, but what I can do</p> <p>3 is, I will give you the price of that repair</p> <p>4 off on your slide."</p> <p>5 So he's giving us 2200 --</p> <p>6 MS. WHYTE: \$2300.</p> <p>7 MR. MAYS: -- \$2300 credit towards the</p> <p>8 slide.</p> <p>9 MR. LEWIS: Oh, my gosh. How much is</p> <p>10 the slide?</p> <p>11 MS. WHYTE: We're still waiting on the</p> <p>12 final number. I'm just texting him now</p> <p>13 because he was supposed to send it yesterday,</p> <p>14 and I still haven't gotten it.</p> <p>15 MR. BARRETT: It's just that \$2300 is</p> <p>16 more expensive --</p> <p>17 MR. MAYS: Yeah. Well, you know, I</p> <p>18 talked to him about that, too.</p> <p>19 MS. GRIFFITH: Doug, also with regard to</p> <p>20 Glenclyff, so, you know, I had resident</p> <p>21 feedback that I shared with you around</p> <p>22 lighting.</p> <p>23 MR. MAYS: Right.</p> <p>24 MS. GRIFFITH: And I think you mentioned</p> <p>25 maybe there's a possibility of trimming back</p>

<p style="text-align: right;">Page 121</p> <p>1 the trees so that the light can come through a 2 bit more. 3 You know, I don't think we want 4 ballpark-type lighting. 5 MR. MAYS: Right. 6 MS. GRIFFITH: But did you have a chance 7 to look at that at all? 8 MR. MAYS: No, I did not. No, I did 9 not. I forgot all about it. I'm sorry. 10 MS. GRIFFITH: Okay. No, no worries. 11 MR. ARGUS: Are you suggesting changing 12 the LED lights? 13 MS. GRIFFITH: You know what. Maybe. 14 Maybe. 15 MR. MAYS: Also, we're still working on 16 the pricing. I was hoping that I would have 17 it by the meeting for the two canopies that 18 have been requested over -- one over at West 19 Park Village in that play area, because of -- 20 that big one. That one didn't cover the whole 21 -- it covers the playground, but it doesn't 22 cover the whole Pour and Play. 23 And if you guys ever knelt on that stuff 24 on a hot summer day, it'll burn right through 25 your jeans. So we did have a child not bad</p>	<p style="text-align: right;">Page 123</p> <p>1 We've already got an answer for dealing 2 with the ones on the streets, but the ones 3 that are in the backyards are now, we've had 4 -- I've got four residents asking me to please 5 do something about all these roots, because 6 what's happening, cypress tree roots can 7 sometimes travel pretty far. 8 And we've got some issues with some of 9 these roots getting in people's pools and 10 patios and things like that. So what we did 11 before was actually took a root pruner and ran 12 it down the edge, but sometimes that doesn't 13 even stop it. 14 We almost need to install some sort of 15 root barrier. When you cut it, you install a 16 barrier in the ground. But that -- it's not 17 that expensive, but depending on how many 18 people this is going to affect, we've got a 19 lot of houses with younger cypress trees that 20 are starting to become mature that sometimes 21 have actually popped up brick pavers, so -- 22 and it's cypress trees from our property. 23 I know the way the law reads when you're 24 trimming a tree, if you're trimming a tree 25 that belongs to your neighbor, for instance,</p>
<p style="text-align: right;">Page 122</p> <p>1 burned bad, but burned where a mother 2 complained, and so checking it out, it does 3 get quite hot on there, so we're looking at 4 maybe adding an additional canopy on that 5 spot, along with another one that we've got in 6 Baybridge Park where those three spring-loaded 7 devices are. 8 Those -- so the same thing with those, 9 those get very hot. So we've got -- both of 10 the companies that did the installation of 11 everything, we went straight to them. They 12 installed the equipment, so we have gone to 13 each one of those companies to try to get them 14 to put proposals together. That is what is 15 going on right now. We should have it by next 16 month's meeting. 17 And as you saw, the palm trees have been 18 done. And a question, I guess, for everybody 19 -- I need some help on this one -- in the 20 backyards of quite a few homes, a lot of these 21 areas, everybody lives on conservations -- you 22 know, a lot of people live on conservations, 23 and in these conservations, the builder and 24 the developer, whoever, put a lot of cypress 25 trees in backyards.</p>	<p style="text-align: right;">Page 124</p> <p>1 you have the right to trim a tree that comes 2 from your neighbor. That way, if he's a tree 3 hugger or she's a tree hugger, you still can 4 keep it off your property line. 5 Do we tell the residents it's their 6 problem and hold -- hold them to the letter of 7 the law on something like that, or do we 8 address it for them and do something about all 9 these cypress trees? 10 I'm not sure if this is a legal question 11 or if somebody can give me an idea of 12 something else we should do. 13 CHAIRMAN MILLS: Do you have any sense 14 of how many of these we're talking about? 15 MS. WHYTE: No. 16 MR. MAYS: Well, a lot of those trees 17 are young right now, and those are even closer 18 than some of them we're dealing with now that 19 are mature ones. 20 MS. STEWART: Are they planted or are 21 they natural? 22 MR. MAYS: They're planted. 23 MS. STEWART: If they're planted, you 24 can remove them? 25 MR. MAYS: Well, they're in mitigation</p>

<p style="text-align: right;">Page 125</p> <p>1 areas a lot of times --</p> <p>2 MS. WHYTE: Or along lake beds.</p> <p>3 MS. STEWART: That -- okay.</p> <p>4 MR. MAYS: -- and were required to put</p> <p>5 them in there.</p> <p>6 MS. STEWART: If it's wetland mitigation</p> <p>7 or natural from wetlands, you obviously have</p> <p>8 to leave it alone.</p> <p>9 MR. MAYS: Right.</p> <p>10 MS. STEWART: If it was a builder</p> <p>11 putting in for trees, you can --</p> <p>12 MS. WHYTE: Is it along a pond, though?</p> <p>13 MR. MAYS: That's where a lot of them</p> <p>14 are right now. Some of bigger ones are along</p> <p>15 ponds, but we've got some smaller ones that</p> <p>16 are coming up and there's going to be a</p> <p>17 problem in another five to ten years.</p> <p>18 CHAIRMAN MILLS: Mr. Ross.</p> <p>19 MR. ROSS: To your comment, Tonja, if</p> <p>20 we're barred from removing them, that makes me</p> <p>21 feel that we're barred from performing work on</p> <p>22 them.</p> <p>23 MS. STEWART: Why don't you let me take</p> <p>24 -- talk to our environmental people, because</p> <p>25 I'm not a huge advocate for cypress trees</p>	<p style="text-align: right;">Page 127</p> <p>1 MS. STEWART: I was thinking at the</p> <p>2 property line doing something.</p> <p>3 MR. MAYS: So far -- I'm sorry.</p> <p>4 MS. STEWART: Sorry.</p> <p>5 MR. MAYS: So far, what we're finding</p> <p>6 is, it's on our easement at the end of the</p> <p>7 property line.</p> <p>8 MS. McCORMICK: Oh, okay. So it's</p> <p>9 within our property.</p> <p>10 MR. MAYS: Yeah. And then it's crossing</p> <p>11 from ours, too, into theirs. So we have done</p> <p>12 it, once or twice, where we have hired a root</p> <p>13 pruning company and ran it along the edge in</p> <p>14 our easement, not their yard, so we can cut</p> <p>15 them back.</p> <p>16 MS. McCORMICK: Yes. I would just not</p> <p>17 recommend, though, we do anything. If it's on</p> <p>18 the homeowner's property, then it's really</p> <p>19 their issue to deal with.</p> <p>20 MR. MAYS: We're --</p> <p>21 MS. STEWART: Are you an advocate for</p> <p>22 giving them some information that they could</p> <p>23 do on their own property, if they choose to?</p> <p>24 MR. ROSS: If you're asking me, I think</p> <p>25 it's always good to give people information</p>
<p style="text-align: right;">Page 126</p> <p>1 because of the cypress knees. I mean, they</p> <p>2 create long-term problems.</p> <p>3 And I have engaged in some conversation</p> <p>4 with them in terms of being able to maintain</p> <p>5 the cypress knees. So if you don't mind, let</p> <p>6 me get some information back from them to see</p> <p>7 if there is a program that we can maintain the</p> <p>8 cypress knees.</p> <p>9 MR. ROSS: Well, I feel -- just to be</p> <p>10 clear, I'm not advocating we should or we</p> <p>11 shouldn't, but, rather, I'm not so interested</p> <p>12 in maintain, but my gut tells me, if we're</p> <p>13 cutting roots, we're potentially damaging that</p> <p>14 tree which we're obligated to put in there,</p> <p>15 and so --</p> <p>16 MS. STEWART: I've learned a lot about</p> <p>17 trees this year. That's why I want to talk to</p> <p>18 them, because, I agree with you, you can take</p> <p>19 one root out and you can kill a tree, so --</p> <p>20 MR. ROSS: Yes.</p> <p>21 MS. McCORMICK: And I don't think we can</p> <p>22 go onto the private property to take out the</p> <p>23 roots or the knees or whatever.</p> <p>24 I mean, is it that what you're --</p> <p>25 because this is on private property.</p>	<p style="text-align: right;">Page 128</p> <p>1 that they didn't have before that helps them</p> <p>2 maintain their property. We're their friend,</p> <p>3 not their adversary.</p> <p>4 MS. STEWART: I'll gather some</p> <p>5 information and see if we can find something</p> <p>6 to distribute.</p> <p>7 MR. ROSS: And that's consistent with</p> <p>8 our staff's approach. They're always super</p> <p>9 helpful to everybody. But I come back to, if</p> <p>10 you look at that issue of, are we stepping</p> <p>11 into the poop if we go in and start cutting</p> <p>12 those roots?</p> <p>13 MS. STEWART: I'll find out.</p> <p>14 MR. ROSS: Thank you.</p> <p>15 CHAIRMAN MILLS: Greg.</p> <p>16 MR. CHESNEY: Is there -- you said you</p> <p>17 hired someone to cut back the roots. Is there</p> <p>18 a tool that they have?</p> <p>19 MR. MAYS: A stump grinding machine will</p> <p>20 do the same thing, because when you cut a root</p> <p>21 back, you don't just beat it up with an axe or</p> <p>22 a machete. That's what will damage and kill a</p> <p>23 tree.</p> <p>24 What you do is, you properly cut it</p> <p>25 back, so you use a good saw blade or machine</p>

<p style="text-align: right;">Page 129</p> <p>1 blade that cuts it really fast and nice and 2 even. 3 MR. CHESNEY: Do we own a machine like 4 that? 5 MR. MAYS: No, we don't. 6 MR. CHESNEY: how much is a machine like 7 that? 8 MR. MAYS: About \$20,000. 9 MR. CHESNEY: Really? 10 MS. GRIFFITH: So, Doug, is the question 11 whether or not we want to undertake a project 12 to go through and identify these trees and 13 just proactively trim back the roots, or is 14 the question that you have the green light 15 that on as-needed basis to go in and do the 16 work? 17 MR. MAYS: I would say on as-needed 18 basis, because we don't really want to wait 19 until these roots are sitting in somebody's 20 pool, and that has happened, I think, once 21 where they were. 22 MS. WHYTE: Pool deck. 23 MR. MAYS: And we don't want to wait 24 until that happens. It would benefit us when 25 a resident sees those knees popping up in</p>	<p style="text-align: right;">Page 131</p> <p>1 knees that -- 2 MR. MAYS: Yeah. No. They'll grow back 3 sometimes. 4 MS. GRIFFITH: So it seems to me we 5 almost would want to have a proactive 6 approach, if it makes sense. 7 MR. MAYS: It would be nice for somebody 8 in government to allow us to, okay, they 9 decided -- you know, because the county is the 10 one that put this together and they're the one 11 that said, "We want to plant 600 trees here, 12 we want to plant 400 trees here." 13 So when I first got here, that's what 14 they were doing, they were planting these 15 mitigations wild. So it would be nice for 16 someone in government to say, "Wow, that's a 17 mistake. We should not let you put them that 18 close to homes. These are cypress trees. We 19 understand the damage they could do. So let's 20 take a row out and clip that whole row off and 21 that would help a lot." 22 We have got some of them, seriously, 23 they are probably almost from me to Sebastian, 24 so their back patios. I mean, these are not 25 -- and they're not as tall as this -- when</p>
<p style="text-align: right;">Page 130</p> <p>1 their backyard. They know they're going to 2 have a problem, because those knees are the 3 roots, and that's the indicator that you have 4 a problem coming. 5 MR. CHESNEY: So what did it cost to 6 prune back the one? 7 MR. MAYS: I want to say it was around 8 \$300, because you're not having to top every 9 root, you know. 10 What we did was just run the machine 11 evenly to try to hit the roots themselves. 12 We've got some residents that have the knees 13 so high, you can't walk in their backyard 14 without twisting an ankle. 15 I mean, cypress knees sometimes, you 16 know, you can go eight to 12 inches tall, 17 so -- 18 MR. CHESNEY: So it's really only 100 19 homes is \$30,000 then. 20 MR. MAYS: Right. 21 MS. WHYTE: Depends how much -- 22 MS. GRIFFITH: So -- but if we wait for a 23 resident to call, I mean, going in and doing 24 the work will prevent future growth, future 25 damage, but that doesn't go in and correct the</p>	<p style="text-align: right;">Page 132</p> <p>1 they get three times that, that's just way -- 2 way too close. That tree really needs to go. 3 CHAIRMAN MILLS: Tonja, you're going to 4 see what we can find out? 5 MS. STEWART: Absolutely. 6 CHAIRMAN MILLS: Okay. Great. 7 MR. CHESNEY: We keep it on the agenda. 8 MR. MENDENHALL: Yeah, that would be 9 good. 10 CHAIRMAN MILLS: Anything else, Doug? 11 MR. MAYS: That's all I've got. Sonny 12 may have something to add to it. Not today? 13 MS. WHYTE: No. No. 14 MR. MAYS: That's all I got. 15 CHAIRMAN MILLS: Any update on the 16 latest final date for Westra to get out of 17 here? 18 MR. MAYS: No final date. No final 19 date, but, as you see, they have started doing 20 the -- the lane diversions are back, so we're 21 running through our regular lanes now. 22 Now, we're -- they're restoring -- they 23 started on the first entry down here by 24 Radcliffe, so restoration progress is in. 25 As you know from the beginning, they had</p>

<p style="text-align: right;">Page 133</p> <p>1 a year on this project. They were shooting to</p> <p>2 get it done in six months. Now, it's looking</p> <p>3 about nine months that it's going to take for</p> <p>4 the whole project to be completed.</p> <p>5 So I would say, what I see out there,</p> <p>6 probably 30 days to restore everything. We've</p> <p>7 already started running our irrigation and</p> <p>8 rewiring it and that kind of stuff, so --</p> <p>9 CHAIRMAN MILLS: Okay. Nothing else?</p> <p>10 (No response.)</p> <p>11 CHAIRMAN MILLS: All right. Let me go</p> <p>12 back here.</p> <p>13 MR. MAYS: I would like to know where</p> <p>14 that one bush is that Ms. Griffith sees. I</p> <p>15 searched the property up and down today, and I</p> <p>16 couldn't find it. I found other ones, though.</p> <p>17 MS. GRIFFITH: I think, because I looked</p> <p>18 today, it was gone. It was almost like Paul</p> <p>19 knew. I went, that sucker was there. It's</p> <p>20 been there every day, and then last night --</p> <p>21 after he made the comment on my drive home</p> <p>22 last night, I'm like, it's not there.</p> <p>23 MR. MAYS: (Inaudible)</p> <p>24 MS. GRIFFITH: But there was a gap where</p> <p>25 it was, so --</p>	<p style="text-align: right;">Page 135</p> <p>1 experts; however, his suggestion that</p> <p>2 performance had no impact, that he wasn't</p> <p>3 aware of, that fell short for me, that when he</p> <p>4 acknowledged that he wasn't getting the weekly</p> <p>5 reports that he's supposed to be getting, that</p> <p>6 tells me, at least to some degree, there's</p> <p>7 performance related to all of this.</p> <p>8 I don't know what the magic answer is</p> <p>9 going to be or something like that, but I did</p> <p>10 have some specific either requests or motions</p> <p>11 that I wanted to make that hopefully will keep</p> <p>12 us trudging forward.</p> <p>13 The first one is, I request that Neale</p> <p>14 Stralow of Stantec, working with CDD staff,</p> <p>15 finalize the landscape designs for the four</p> <p>16 community entry points, each interior entry</p> <p>17 point with an existing monument sign, and</p> <p>18 garden on Linebaugh, with all those being</p> <p>19 consistent with the previous designs presented</p> <p>20 by Stantec.</p> <p>21 My reason for making that is, I felt</p> <p>22 like Neale was acting as if the ball was in</p> <p>23 our court, that he was looking for direction</p> <p>24 from us. And my sense was most of us were</p> <p>25 pleased with the controlled focus that he had</p>
<p style="text-align: right;">Page 134</p> <p>1 MS. STEWART: Somebody got a text?</p> <p>2 MR. MAYS: Yeah, we may need to replace</p> <p>3 it now or Mr. Ross won't be happy, so --</p> <p>4 MR. ROSS: We're pumping you --</p> <p>5 CHAIRMAN MILLS: Let's keep moving. So</p> <p>6 we've covered the golf course, we've covered</p> <p>7 audience comments.</p> <p>8 Supervisor comments. Mr. Ross.</p> <p>9 MR. ROSS: Great. I wanted to make the</p> <p>10 general comment, I thought the workshop</p> <p>11 yesterday was very productive. Certainly it</p> <p>12 was long, and we never wanted it to be that</p> <p>13 long. But I just found the conversation to be</p> <p>14 exactly what we should be talking about</p> <p>15 as policymakers for the community.</p> <p>16 Specifically, I agree with Paul of OLM's</p> <p>17 suggestion that shifting expectations for</p> <p>18 whatever reason affect our perception of</p> <p>19 achieving success on the desired outcome.</p> <p>20 In short, he was saying our unhappiness</p> <p>21 was not so much tied to the standards or</p> <p>22 performance. It was tied to our expectations</p> <p>23 are shifting with the passage of time.</p> <p>24 And I think there's legitimacy to that</p> <p>25 point, and I think we need to listen to our</p>	<p style="text-align: right;">Page 136</p> <p>1 with regard to the entryways, and I'm saying</p> <p>2 let's go to the next level and go ahead and</p> <p>3 get whatever he believes are appropriate</p> <p>4 landscape designs for the four community</p> <p>5 entrance points, the interior entry points</p> <p>6 where there are existing monument signs, and</p> <p>7 the Mays Park or garden on Linebaugh.</p> <p>8 CHAIRMAN MILLS: Okay. So --</p> <p>9 MR. ROSS: If I need to make that as a</p> <p>10 motion, I'll make it as a motion.</p> <p>11 CHAIRMAN MILLS: Do we need that as a</p> <p>12 motion, or can we just direct staff?</p> <p>13 MS. WHYTE: I don't know. But can I</p> <p>14 have clarity on which four points? Are you</p> <p>15 talking about Sheldon, Linebaugh and</p> <p>16 Countryway South, or are you talking about --</p> <p>17 MR. ROSS: Coming in both sides of</p> <p>18 Linebaugh and both sides of Countryway.</p> <p>19 MS. WHYTE: I mean, so south and north?</p> <p>20 MR. ROSS: Yeah. When someone hits that</p> <p>21 entry point, they know I'm coming into</p> <p>22 Westchase; I can feel the difference.</p> <p>23 MS. WHYTE: It's not coming in from</p> <p>24 Linebaugh, from the east side, from Racetrack.</p> <p>25 CHAIRMAN MILLS: North, south, east and</p>

<p style="text-align: right;">Page 137</p> <p>1 west.</p> <p>2 MR. ROSS: Yeah, both sides of Linebaugh</p> <p>3 and both sides of Countryway.</p> <p>4 MS. WHYTE: Okay. So that's eight --</p> <p>5 MR. MAYS: That's your four.</p> <p>6 MR. ROSS: That's my four.</p> <p>7 MS. WHYTE: I just needed to make sure.</p> <p>8 MR. ROSS: I see you're breaking it into</p> <p>9 two. I gotcha. I gotcha.</p> <p>10 MS. WHYTE: Yes. Sorry.</p> <p>11 MR. ROSS: And I'm not suggesting what</p> <p>12 the answer should be, but the same consistent</p> <p>13 approach, take a peek at it and make a pitch</p> <p>14 to us.</p> <p>15 MR. LEWIS: Can I interrupt you?</p> <p>16 MR. ROSS: Yeah.</p> <p>17 MR. LEWIS: I had a note from the last</p> <p>18 meeting, too, regarding that was him talking</p> <p>19 to TECO about the neighborhood entries for</p> <p>20 lighting.</p> <p>21 MR. ROSS: I've got that on the next</p> <p>22 one, so we're on the same page.</p> <p>23 MR. LEWIS: Okay. Sorry. I just wanted</p> <p>24 to make sure.</p> <p>25 MR. ROSS: I'm right there with you.</p>	<p style="text-align: right;">Page 139</p> <p>1 them on the 13th.</p> <p>2 MR. ROSS: You're five steps ahead of me</p> <p>3 as usual. Thank you. Thank you. Thank you.</p> <p>4 I also request that the CDD staff</p> <p>5 solicit bids for construction of a water well</p> <p>6 on the Promise Lane property, again,</p> <p>7 consistent with what Doug had suggested,</p> <p>8 together with any related irrigation work.</p> <p>9 MR. MAYS: The ball is rolling on that,</p> <p>10 too.</p> <p>11 MR. ROSS: Fantastic. You're the man.</p> <p>12 And then, lastly, request that CDD staff meet</p> <p>13 with Davey and inquire whether Davey is</p> <p>14 interested in a one-year extension of the</p> <p>15 existing landscape contract in conjunction</p> <p>16 with OLM's suggestion that the payment</p> <p>17 performance percentage could be broken down</p> <p>18 into subsets based on location or subject</p> <p>19 matter.</p> <p>20 And I'll address counsel in a second.</p> <p>21 But if you recall, what they're saying is, we</p> <p>22 can break it down. And so what I'm saying is,</p> <p>23 let's go talk to Davey and see if they're</p> <p>24 interested in extending it and doing that</p> <p>25 breakdown, still keeping it the 25 percent,</p>
<p style="text-align: right;">Page 138</p> <p>1 I'm right there with you.</p> <p>2 MR. LEWIS: All right.</p> <p>3 MR. ROSS: And so if we don't need a</p> <p>4 motion, I'll go to the next one.</p> <p>5 I'll ask that the CDD staff working with</p> <p>6 Stantec prepare the appropriate electrical</p> <p>7 specs and solicit bids for such work for the</p> <p>8 four community entry points, each appropriate</p> <p>9 interior entry point that I mentioned a moment</p> <p>10 ago, the garden on Linebaugh, and then I've</p> <p>11 added to it the Promise Lane property,</p> <p>12 anticipating that that'll be used as either a</p> <p>13 nursery or a community garden, like Doug had</p> <p>14 suggested.</p> <p>15 So the same line that you mentioned,</p> <p>16 that we get the electrical back-up specs and</p> <p>17 bids for that.</p> <p>18 MS. STEWART: Okay. Moving on.</p> <p>19 MR. MAYS: One thing on that, though, is</p> <p>20 actually have a meeting set up with Beta</p> <p>21 Electric. Beta Electric is the company that</p> <p>22 did the electric for the entire community of</p> <p>23 Harbor Links and the Estates, so I figured</p> <p>24 they're the large electric company that we've</p> <p>25 dealt with before, so I have a meeting with</p>	<p style="text-align: right;">Page 140</p> <p>1 but -- because I looked at the contract.</p> <p>2 It doesn't say how the 25 percent is</p> <p>3 allocated. We can do the village-by-village</p> <p>4 approach, although we'd still be short</p> <p>5 geographically, we still would need to address</p> <p>6 parks and the main drags, et cetera, or you</p> <p>7 could do it by the subject matter.</p> <p>8 So I'm just asking you guys to have that</p> <p>9 conversation to see if Davey would be</p> <p>10 interested and what would make sense based</p> <p>11 on OLM, Davey's and your input.</p> <p>12 MR. MAYS: Okay.</p> <p>13 MR. ROSS: Okay. And I know that</p> <p>14 previously, Erin, you had opined that you</p> <p>15 weren't sure that we could extend the</p> <p>16 contract.</p> <p>17 I pulled up the contract. I'm sure you</p> <p>18 looked at it 87 times. It was interesting to</p> <p>19 me, there is no defined term. It's just not</p> <p>20 in there.</p> <p>21 It's just a contract that has some</p> <p>22 pricing and other things. So my thinking is,</p> <p>23 as long as we have the right to extend it and</p> <p>24 there's not a defined term, why wouldn't we be</p> <p>25 able to continue to extend it as long as we're</p>

<p style="text-align: right;">Page 141</p> <p>1 not changing the pricing or otherwise changing</p> <p>2 any material term?</p> <p>3 MS. McCORMICK: Well, I saw that email</p> <p>4 from Paul Woods, and if I recall, it said</p> <p>5 something about the contract can be extended</p> <p>6 for an additional one-year term.</p> <p>7 MR. ROSS: What he actually -- I</p> <p>8 personally think he is misreading that</p> <p>9 paragraph.</p> <p>10 What that 5.2 talks about is that the</p> <p>11 contractor can agree to extend it for a one-</p> <p>12 year term. Separate from that, the owner, us,</p> <p>13 has the right to terminate at any time upon a</p> <p>14 30-day notice.</p> <p>15 So that's why I'm framing the request</p> <p>16 as, let's see if OLM, see if Davey is</p> <p>17 interested in extending for a year, same --</p> <p>18 terms would be the same, same price, same</p> <p>19 percentage -- performance percentage. Nothing</p> <p>20 would change.</p> <p>21 MS. McCORMICK: Yeah. I mean, I talked</p> <p>22 to Andy about this today because I -- one of</p> <p>23 the things I looked at was our rules of</p> <p>24 procedure, and we have a provision in there</p> <p>25 that says that a contract can only be renewed</p>	<p style="text-align: right;">Page 143</p> <p>1 -- there was three years of pricing done.</p> <p>2 So are you saying that after those three</p> <p>3 years of initial pricing, we could do three</p> <p>4 one-year renewals?</p> <p>5 MS. McCORMICK: I guess what -- and I</p> <p>6 would have to go back and look at it again,</p> <p>7 but the way I've looked at it is that the term</p> <p>8 of the contract is for one year, and then we</p> <p>9 had an opportunity to renew for two additional</p> <p>10 one-year periods.</p> <p>11 MR. ROSS: The reason I'd disagree with</p> <p>12 you, that when you look at the contract, it</p> <p>13 actually has a chart, and it talks about this</p> <p>14 is the price first year, this is the price</p> <p>15 second year, and this the price third year.</p> <p>16 MS. McCORMICK: Right.</p> <p>17 MR. ROSS: But it never says the term is</p> <p>18 three years.</p> <p>19 CHAIRMAN MILLS: I think it does.</p> <p>20 MS. WHYTE: It does.</p> <p>21 MR. ROSS: Does it say that?</p> <p>22 CHAIRMAN MILLS: It's buried, because we</p> <p>23 looked at it today also.</p> <p>24 MS. WHYTE: We looked at it this</p> <p>25 morning.</p>
<p style="text-align: right;">Page 142</p> <p>1 for three -- says it can only be renewed for a</p> <p>2 maximum of three years -- three, one-year</p> <p>3 terms, I think. Let me find --</p> <p>4 MR. ROSS: Aren't we only in the first</p> <p>5 year of renewal?</p> <p>6 MS. WHYTE: Uh-huh.</p> <p>7 CHAIRMAN MILLS: Uh-huh.</p> <p>8 MR. ROSS: So we could do it for two</p> <p>9 more years.</p> <p>10 MS. McCORMICK: Let me go through this</p> <p>11 again. Sorry.</p> <p>12 MR. ROSS: And while you're looking at</p> <p>13 it, I want to be clear to the board, I'm not</p> <p>14 suggesting that we should extend it. I'm</p> <p>15 trying to figure out what our options are, see</p> <p>16 if this is an option that might make sense to</p> <p>17 all the players.</p> <p>18 MS. McCORMICK: Contracts for the</p> <p>19 purchase of maintenance services subject to</p> <p>20 this rule may be renewed for a period that may</p> <p>21 not exceed three years for the term of the</p> <p>22 original contract, whichever period is longer.</p> <p>23 MR. ROSS: So do you read that to say --</p> <p>24 because, again, term wasn't defined. But when</p> <p>25 you look at it, you see that there was three</p>	<p style="text-align: right;">Page 144</p> <p>1 CHAIRMAN MILLS: In Article 11, buried,</p> <p>2 the term of the service agreement shall begin</p> <p>3 November 1, 2014 and expire on October 31,</p> <p>4 2017.</p> <p>5 MR. ROSS: Fantastic. That's even</p> <p>6 better. Because then what she's saying is,</p> <p>7 we now can renew it for three separate</p> <p>8 one-year terms.</p> <p>9 CHAIRMAN MILLS: If the way you read it</p> <p>10 is correct, assuming Davey, in effect,</p> <p>11 initiates that request. Right?</p> <p>12 MS. WHYTE: Yes.</p> <p>13 MR. ROSS: And that's why you have to</p> <p>14 have the conversation. They may come back and</p> <p>15 say, "We have no interest in doing that."</p> <p>16 Okay. But why not inquire?</p> <p>17 CHAIRMAN MILLS: So we need to flush</p> <p>18 that out before we go through --</p> <p>19 MS. McCORMICK: Okay. Right. Right.</p> <p>20 CHAIRMAN MILLS: -- what we looked at</p> <p>21 yesterday.</p> <p>22 MR. MAYS: I would flush out -- I would</p> <p>23 flush out addendums, too. I mean, is there a</p> <p>24 way to -- because we still haven't talked</p> <p>25 about possibly taking the mulch out of the</p>

<p style="text-align: right;">Page 145</p> <p>1 contract, taking the tree -- hard woods out.</p> <p>2 Would that be just basically an addendum</p> <p>3 to the contract between -- which is authorized</p> <p>4 to do?</p> <p>5 MS. McCORMICK: Yeah. I think -- I</p> <p>6 think we could do it -- I mean, I think</p> <p>7 that --</p> <p>8 MS. WHYTE: But that would reduce their</p> <p>9 contract.</p> <p>10 MS. McCORMICK: The issue would be, if</p> <p>11 we're going to add significant scope to the</p> <p>12 contract beyond what's in there now, then can</p> <p>13 we find a way to say it's being done at the</p> <p>14 same unit price or the same, you know, cost</p> <p>15 that they had current bid for their original</p> <p>16 project.</p> <p>17 MR. ROSS: The reason why I worded it</p> <p>18 that way is, I go back to my original remarks,</p> <p>19 I owe it to you and OLM and Davey to listen to</p> <p>20 you.</p> <p>21 And I'm hearing you say that to the</p> <p>22 extent guys like me are cranky about the</p> <p>23 landscaping, to some degree, it's because my</p> <p>24 own expectations have shifted or evolved or</p> <p>25 whatever else.</p>	<p style="text-align: right;">Page 147</p> <p>1 And then the last point I have is, you</p> <p>2 have on your report about the holiday</p> <p>3 lighting, if we move forward with Neale</p> <p>4 Stralow's ideas, I personally was very</p> <p>5 enthusiastic about using lighting as a way of</p> <p>6 enhancing and focusing on those monument</p> <p>7 signs.</p> <p>8 If we're going to have a lighting</p> <p>9 component, it might make sense to hold off on</p> <p>10 the holiday lights until we know whether</p> <p>11 that's a genuine possibility or not.</p> <p>12 MS. WHYTE: Not a problem, but it's the</p> <p>13 wreaths and the garlands that are -- that</p> <p>14 needs to be replaced, and, unfortunately, you</p> <p>15 don't have a huge time on that. They have to</p> <p>16 be ordered.</p> <p>17 MR. MAYS: I would ask you also when go</p> <p>18 to that four corners up there, look at all the</p> <p>19 street lighting that's in the area. Sometimes</p> <p>20 that street lighting is so bright that it</p> <p>21 almost makes uplighting a waste of time, so</p> <p>22 just --</p> <p>23 MR. ROSS: And if you allow me to hog</p> <p>24 the floor, and I thank the board for allowing</p> <p>25 me to do it. That's why I'm saying you guys</p>
<p style="text-align: right;">Page 146</p> <p>1 And I respect you all's viewpoint. So</p> <p>2 I'm, in essence, looking at it as maybe let's</p> <p>3 just extend it for a year and put it to the</p> <p>4 test.</p> <p>5 Let's look and see if we can be a little</p> <p>6 bit sharper of a focus, rework the payment</p> <p>7 performance plan, as OLM suggested, and maybe</p> <p>8 -- maybe Paul Woods is right. Maybe I'm</p> <p>9 wrong and I'm just being a jerk about it.</p> <p>10 And I'll accept that, and I'll accept that.</p> <p>11 It won't be the first time I have been</p> <p>12 told I'm a jerk.</p> <p>13 MS. WHYTE: Can I just comment on that?</p> <p>14 That may very well be a good idea considering</p> <p>15 we're going to have construction on Sheldon to</p> <p>16 our office side. That scope is going to be --</p> <p>17 that median is going to be dug up again for</p> <p>18 another -- how long do they expect that work?</p> <p>19 MR. MAYS: Three months.</p> <p>20 MS. WHYTE: So it may be worked into the</p> <p>21 contract, well, to not bring in a new</p> <p>22 contractor.</p> <p>23 MR. ROSS: That's my request, that they</p> <p>24 get with Davey and OLM and see if there's</p> <p>25 interest in going forward.</p>	<p style="text-align: right;">Page 148</p> <p>1 talk about it.</p> <p>2 I have a hundred percent trust in you</p> <p>3 and not a hundred percent trust in me that I</p> <p>4 know the answer, so I'd rather you guys look</p> <p>5 at it.</p> <p>6 If you come back and say, "We don't need</p> <p>7 to touch the lighting," fabulous, fabulous.</p> <p>8 Do you see what I'm saying?</p> <p>9 MR. MAYS: Yes, sir.</p> <p>10 MR. ROSS: You guys go to work. You're</p> <p>11 good at it.</p> <p>12 So thank you for allowing me to hog the</p> <p>13 floor.</p> <p>14 CHAIRMAN MILLS: Before we go to the</p> <p>15 next one, we're a little over, but we're on</p> <p>16 the homestretch.</p> <p>17 THE REPORTER: We're on the homestretch.</p> <p>18 CHAIRMAN MILLS: You're okay?</p> <p>19 THE REPORTER: Yes.</p> <p>20 CHAIRMAN MILLS: Okay. Mr. Lewis.</p> <p>21 MR. LEWIS: I'm going to make it easy.</p> <p>22 I don't have anything today.</p> <p>23 CHAIRMAN MILLS: See, so far so good;</p> <p>24 however, he's deferring his time to the next</p> <p>25 seat.</p>

<p style="text-align: right;">Page 149</p> <p>1 Ms. Griffith.</p> <p>2 MS. GRIFFITH: Thank you. All right.</p> <p>3 I do want to give sort of a final update on</p> <p>4 the dog park research that I committed to</p> <p>5 doing, with regard to the potential for</p> <p>6 putting some type of a dog park under the TECO</p> <p>7 poles -- easement, and so here's -- I think we</p> <p>8 can sort of put that idea to rest, and here's</p> <p>9 why.</p> <p>10 TECO has rules -- imagine that --</p> <p>11 two of them, one states that the encroachment</p> <p>12 must be temporary, easily and immediately</p> <p>13 removable by the owner. In other words, it</p> <p>14 has to be temporary. It cannot be an actual</p> <p>15 built-in fence.</p> <p>16 The other states that the -- there</p> <p>17 should be a rheostat. Basically it prevents</p> <p>18 animals. It says there should not be any</p> <p>19 animals. So there goes that idea. So I guess</p> <p>20 that's the update there, so I think we're sort</p> <p>21 of back to the drawing board, if that's</p> <p>22 something that we want to pursue at a later</p> <p>23 time.</p> <p>24 I was going to ask about the holiday</p> <p>25 decor. I think you had mentioned at some</p>	<p style="text-align: right;">Page 151</p> <p>1 MS. WHYTE: I don't know. I am looking</p> <p>2 to see where you guys wanted to go, because</p> <p>3 some residents were saying, "Oh, the garland</p> <p>4 is -- you know, we don't like the garland," or</p> <p>5 "We don't like the wreaths. We -- you know,</p> <p>6 being a long wall, we should have this or we</p> <p>7 should have that."</p> <p>8 MS. GRIFFITH: Well, I mean, of course,</p> <p>9 you know, any type of outdoor decor over time,</p> <p>10 it weathers, it ages. So, I mean, we're here,</p> <p>11 if nothing else, for that reason, having that</p> <p>12 conversation. But I don't want it to be like</p> <p>13 in the middle of holiday season going, "Oh,</p> <p>14 darn," so --</p> <p>15 MS. WHYTE: So that's why I'm starting</p> <p>16 now, because if you don't order the products</p> <p>17 in the next four months, like the latest will</p> <p>18 be June, July, which is really weird to be</p> <p>19 worrying about holiday decor in the middle of</p> <p>20 the summer, but unfortunately you will not get</p> <p>21 your supply.</p> <p>22 The question is, is what is it -- in the</p> <p>23 past, your predecessors, some of your board</p> <p>24 members, have felt that, you know, we need to</p> <p>25 be very careful, because there are very --</p>
<p style="text-align: right;">Page 150</p> <p>1 point that you wanted to start thinking about</p> <p>2 budgeting for holiday decor.</p> <p>3 MS. WHYTE: Well, that is where I was</p> <p>4 at. And, I mean, the lighting is absolutely</p> <p>5 an intricate part of our entranceways, and if</p> <p>6 we have appropriate lighting, then we may not</p> <p>7 need it. But the actual decor itself, the</p> <p>8 wreaths, the garlands, and all of that are</p> <p>9 starting to break.</p> <p>10 I mean, the boys did the best they</p> <p>11 could. They wired them together. We had to</p> <p>12 reorder some this year because some</p> <p>13 communities didn't have it.</p> <p>14 So here's the thing: It's taken us 13</p> <p>15 years -- so it's taken us probably about five</p> <p>16 or six to get everything done. We are</p> <p>17 obviously not going to be able to replace all</p> <p>18 of it all at once.</p> <p>19 Keep in mind, for those boards members</p> <p>20 who were not here when originally the board</p> <p>21 approved us to do holiday decor and wreaths</p> <p>22 and garlands, I did all of those wreaths, and</p> <p>23 I can tell you it took me a long time and many</p> <p>24 years to do them.</p> <p>25 MS. GRIFFITH: So what do you need now?</p>	<p style="text-align: right;">Page 152</p> <p>1 there is a lot of aspects to holiday decor.</p> <p>2 There are a lot of nationalities, a lot</p> <p>3 of beliefs, a lot of religions, so we try to</p> <p>4 keep it as simple as possible.</p> <p>5 MS. GRIFFITH: Well, neutral I think is</p> <p>6 good.</p> <p>7 MS. WHYTE: As neutral as possible. The</p> <p>8 lighting has always been white or clear, some</p> <p>9 of the garlands -- so it's a matter of how</p> <p>10 much do we want to budget, where do we want to</p> <p>11 go with it, and how far do we want to go with</p> <p>12 it --</p> <p>13 MS. GRIFFITH: Okay.</p> <p>14 MS. WHYTE: -- and how much do we want</p> <p>15 to replace, and what do we want to replace it</p> <p>16 with?</p> <p>17 MS. GRIFFITH: So will you be making the</p> <p>18 recommendation to us or --</p> <p>19 MS. WHYTE: Oh, I'm looking for a</p> <p>20 recommendation for you guys to meet --</p> <p>21 MS. GRIFFITH: So maybe at a workshop,</p> <p>22 perhaps, a brief topic at one of your</p> <p>23 workshops --</p> <p>24 MS. WHYTE: Well, we can certainly do</p> <p>25 that. I think that will work.</p>

<p style="text-align: right;">Page 153</p> <p>1 MS. GRIFFITH: Okay.</p> <p>2 MS. WHYTE: And I'll bring some ideas</p> <p>3 with me and some discussions and please don't</p> <p>4 send out a survey to residents, what they'd</p> <p>5 like.</p> <p>6 MR. MAYS: No. We actually had a couple</p> <p>7 of residents if they could possibly be on a</p> <p>8 committee and help with --</p> <p>9 MR. CHESNEY: Yeah. Well, that's a --</p> <p>10 MS. GRIFFITH: That's a great idea.</p> <p>11 MR. MAYS: Yeah.</p> <p>12 MS. GRIFFITH: And maybe that's even</p> <p>13 something that we -- I don't know -- if the</p> <p>14 WCA, as they decorate their pools and things</p> <p>15 like that, I don't know that --</p> <p>16 MR. CHESNEY: I think some of the scout</p> <p>17 troops maybe can help you make stuff.</p> <p>18 MS. GRIFFITH: I like that. I like that</p> <p>19 idea a lot.</p> <p>20 MR. CHESNEY: Yeah.</p> <p>21 MS. GRIFFITH: Let's involve the</p> <p>22 community.</p> <p>23 CHAIRMAN MILLS: Okay.</p> <p>24 MS. GRIFFITH: Okay. Great.</p> <p>25 CHAIRMAN MILLS: It's on the workshop</p>	<p style="text-align: right;">Page 155</p> <p>1 the election coming up.</p> <p>2 MR. MENDENHALL: Uh-huh.</p> <p>3 MS. GRIFFITH: One of the things I think</p> <p>4 would be helpful for us to start thinking</p> <p>5 about now is the orientation of a new board</p> <p>6 member.</p> <p>7 So I will soon be joining one of the</p> <p>8 Hillsborough County committees, and they have</p> <p>9 prepared an orientation for me, and it's quite</p> <p>10 a formal process.</p> <p>11 And I thought about my experience</p> <p>12 joining in board. I had so many questions. I</p> <p>13 had so much to wrap my head around. I wanted</p> <p>14 to be effective immediately. Right?</p> <p>15 So, you know, if it's a matter of, you</p> <p>16 know, here are key documents for a new board</p> <p>17 member to review, a new board should do an OLM</p> <p>18 drive-through, a new board member should meet</p> <p>19 with Tonja and Erin and get some -- and with,</p> <p>20 you know, our staff, so sort of like an</p> <p>21 official orientation look like for a new board</p> <p>22 member.</p> <p>23 MR. MENDENHALL: Right. If I can, one</p> <p>24 of the things that we do, my company, after</p> <p>25 every election is, we do a new supervisor</p>
<p style="text-align: right;">Page 154</p> <p>1 agenda.</p> <p>2 MS. GRIFFITH: Thank you.</p> <p>3 CHAIRMAN MILLS: Next.</p> <p>4 MR. BARRETT: Jim, can I just ask one</p> <p>5 favor? When they come to the workshop, decor</p> <p>6 always looks awesome, but I did notice -- and</p> <p>7 you have been doing this for a long time --</p> <p>8 but --</p> <p>9 MS. WHYTE: It's aging --</p> <p>10 MR. BARRETT: -- the big wreath, it</p> <p>11 actually covers the name Westchase, and it may</p> <p>12 be that the sign is so small that you can't</p> <p>13 put something on either side, and the big</p> <p>14 wreath is the only option, but I just thought</p> <p>15 since we're lowering the plant so you can see</p> <p>16 the thing, I'm wondering if that will --</p> <p>17 MS. WHYTE: We'll look at that, because</p> <p>18 those definitely, those entryway wreaths need</p> <p>19 to go.</p> <p>20 MR. BARRETT: But don't go by my decor</p> <p>21 tastes. You will have a terrible thing.</p> <p>22 Stick with your own.</p> <p>23 MS. WHYTE: No. No, that's fine.</p> <p>24 CHAIRMAN MILLS: Okay.</p> <p>25 MS. GRIFFITH: I wanted -- you mentioned</p>	<p style="text-align: right;">Page 156</p> <p>1 orientation, and we invite out basically</p> <p>2 anybody in any of the counties that we worked</p> <p>3 in, we invite them out to a session that</p> <p>4 includes usually an attorney, an engineer,</p> <p>5 and, of course, folks from my company, kind of</p> <p>6 giving the management side of things.</p> <p>7 Now, with you being appointed in</p> <p>8 between, someone in your situation, we would</p> <p>9 invite you after the next election, which</p> <p>10 isn't great, but, you know, what I usually try</p> <p>11 to do is, much like we did, talk about those</p> <p>12 types of items, you know, so you get the</p> <p>13 information, especially, specifically about</p> <p>14 the district.</p> <p>15 So, I mean, I don't know if, you know,</p> <p>16 the board ever wants to do anything formally</p> <p>17 or -- I'm always happy to talk to any board</p> <p>18 member, give any information that's necessary.</p> <p>19 MS. GRIFFITH: You know, that's helpful.</p> <p>20 I will say even just things like the Sunshine</p> <p>21 Laws -- right? --</p> <p>22 MR. MENDENHALL: Sure.</p> <p>23 MS. GRIFFITH: -- understanding what</p> <p>24 that means.</p> <p>25 So, anyway, it's just if we can kind of</p>

<p style="text-align: right;">Page 157</p> <p>1 give some thought to what, you know, that</p> <p>2 orientation from an official board member</p> <p>3 role, and then also Westchase. So what's</p> <p>4 going on with the CDD in Westchase that would</p> <p>5 be helpful.</p> <p>6 I -- the workshop, I agree with</p> <p>7 Mr. Ross. I think that the workshops are</p> <p>8 productive. Maybe the management of the</p> <p>9 workshops, to your point, with regard to</p> <p>10 making sure that we're being efficient and</p> <p>11 productive, I think the workshop, in my mind,</p> <p>12 is more an opportunity for to us sit around at</p> <p>13 a round table and discussion amongst</p> <p>14 ourselves.</p> <p>15 Yesterday, of course, was different</p> <p>16 because we had invited people to come and</p> <p>17 speak to us. But things like, you know,</p> <p>18 audience comments, you know, things like that,</p> <p>19 I think if we can sort of maybe manage that a</p> <p>20 little differently.</p> <p>21 And then just my last -- actually you</p> <p>22 know what. I'm going to scrap my last</p> <p>23 comments, so I'm good.</p> <p>24 CHAIRMAN MILLS: Thank you.</p> <p>25 Mr. Chesney.</p>	<p style="text-align: right;">Page 159</p> <p>1 MR. ROSS: Well, to answer your</p> <p>2 question, I think you would be a great</p> <p>3 candidate for that person.</p> <p>4 I would just share with you that at</p> <p>5 times the Governmental Affairs Committee of</p> <p>6 our Westchase Community Association likes it</p> <p>7 when we sing in one voice, and they may</p> <p>8 perceive it as a potential for a different</p> <p>9 member of the choir singing at a different</p> <p>10 tempo or whatever.</p> <p>11 So I encourage you, if you do become</p> <p>12 that person, to kind of circle back with them</p> <p>13 and make sure they don't perceive it as we're</p> <p>14 trying to go around them or step on their toes</p> <p>15 or anything like that. We're all on the same</p> <p>16 team, so to speak.</p> <p>17 MR. LEWIS: Absolutely. I'll touch base</p> <p>18 maybe with Rubin or --</p> <p>19 MR. ROSS: Rick Goldstein, the Chair of</p> <p>20 GAC.</p> <p>21 CHAIRMAN MILLS: Is there a time when</p> <p>22 they're looking for that?</p> <p>23 MR. LEWIS: I don't know. The email is</p> <p>24 back in February. I don't think there is</p> <p>25 really a time limit. I'll look into it. I'll</p>
<p style="text-align: right;">Page 158</p> <p>1 MR. CHESNEY: I'm good.</p> <p>2 MR. LEWIS: Yeah, she actually -- sorry.</p> <p>3 I want to go back to me, if that's okay. She</p> <p>4 reminded me of something I emailed Andy about.</p> <p>5 I got an email -- I think we may have</p> <p>6 all gotten it -- from the Valerin Group</p> <p>7 regarding the Hillsborough County MPO, they</p> <p>8 are looking for some feedback, or maybe list a</p> <p>9 little presentation or something for their</p> <p>10 long-range transportation.</p> <p>11 And I emailed Andy about seeing if I</p> <p>12 could maybe that person. I just wanted to</p> <p>13 maybe run that by the rest of the board and if</p> <p>14 that's something that's okay or, you know, as</p> <p>15 a -- they're looking for a contact, I guess,</p> <p>16 for --</p> <p>17 MR. ROSS: So that I'm clear, to be one</p> <p>18 person for what?</p> <p>19 MR. LEWIS: Basically, I think, to talk</p> <p>20 to us as a board, and they want, I think, some</p> <p>21 input, maybe our ideas as a board.</p> <p>22 MR. ROSS: You're talking about</p> <p>23 transportation issues, MPO. Right?</p> <p>24 MR. LEWIS: Correct. And how it affects</p> <p>25 the county.</p>	<p style="text-align: right;">Page 160</p> <p>1 give her a call. Thank you for going back.</p> <p>2 CHAIRMAN MILLS: Okay.</p> <p>3 Mr. Chesney.</p> <p>4 MR. CHESNEY: Nothing. I'm good.</p> <p>5 CHAIRMAN MILLS: You're good. Okay.</p> <p>6 So the only thing I'll close with is --</p> <p>7 and we've heard a little bit about it tonight</p> <p>8 -- we've got a lot going on, and we are taxing</p> <p>9 all of our resources to the extent that I</p> <p>10 probably have never seen before with the</p> <p>11 initiatives that we're undertaking.</p> <p>12 So, A, I thank everybody for everybody's</p> <p>13 efforts on all of these things. B, we're not</p> <p>14 all going to always agree on every single line</p> <p>15 item of every single issue, but, C, I think we</p> <p>16 do a stellar job of keeping the interest of</p> <p>17 the residents and the best interests of the</p> <p>18 community always in front of us, and we just</p> <p>19 need to continue to do that, keep our heads</p> <p>20 down and, you know, drive through these things</p> <p>21 one at a time, and eventually they get</p> <p>22 completed, and they get off the list.</p> <p>23 And, you know, if you guys have to do</p> <p>24 lists at home, they don't ever end. You</p> <p>25 scratch something off and something ends up on</p>

1 the bottom of the list, and that's just how it
 2 is. Right? So I appreciate all of that.
 3 I didn't want to not recognize the
 4 efforts of everybody that's involved in this
 5 process. The workshops, you know, there's
 6 always room for improvement, but, you know,
 7 we've got a lot going on. And so I think
 8 that's taking a valuable opportunity to
 9 capture some things and have some discussions
 10 that, you know, otherwise, we'd be here until
 11 nine or ten o'clock, and poor Kim's hands
 12 would be falling off. Right?
 13 So with that, a motion to adjourn would
 14 be appropriate.
 15 MR. ROSS: So move.
 16 CHAIRMAN MILLS: Second?
 17 MR. LEWIS: Second.
 18 THE COURT: All in favor.
 19 (All board members signify in the
 20 affirmative.)
 21 (Motion passes.)
 22 (At 6:25 p.m., the meeting adjourns.)
 23
 24
 25

James P. Mills, Chairman

1 REPORTER'S CERTIFICATE
 2
 3 STATE OF FLORIDA:
 4 COUNTY OF HILLSBOROUGH:
 5
 6 I, Kimberly Ann Roberts, certify that I was
 7 authorized to and did stenographically report the
 8 foregoing proceedings and that the transcript is a true
 9 and complete record of my stenographic notes.
 10
 11 I further certify that I am not a relative,
 12 employee, attorney or counsel of any of the parties, nor
 13 am I a relative or employee of any of the parties'
 14 attorney or counsel connected with the action, nor am I
 15 financially interested in the action.
 16
 17 DATED March 26, 2018.
 18
 19
 20
 21
 22
 23 Kimberly Ann Roberts
 24 Notary Public
 25 State of Florida at Large

2B.

Placeholder for Financial Statements

Fourth Order of Business

4A.

PERSONAL APPEARANCE
LETTER OF NOTICE

TO: Surrounding Property Owner
and/or Any Registered Neighborhood
Organization or Civic Association

APPLICATION NUMBER: PRS 18-0503 (PD)
APPLICATION FILING DATE: 02/12/2018

You are hereby notified that the undersigned is requesting a MINOR MODIFICATION to a Planned Development (Personal Appearance) before the Board of County Commissioners of Hillsborough County at a public hearing.

You have received notice of this requested action because you are a property owner or the designated representative of a Registered Neighborhood Organization and/or a Civic Association within the required notice distance of the subject site.

PUBLIC HEARING DATE: April 10, 2018 TIME: 9:00 AM

LOCATION OF PUBLIC HEARING: Board of County Commissioners Boardroom
2nd Floor, County Center 601 E. Kennedy Blvd.,
Tampa, Florida

LOCATION OF THE PROPERTY: (Address and/or General Location)

10985 AND 11077 COUNTRYWAY BLVD. TAMPA, FL 33626

ZONING NUMBER OF THE PLANNED DEVELOPMENT TO BE MODIFIED: PD 92-0106

ISSUE TO BE PRESENTED: MINOR MODIFICATION TO AN APPROVED PLANNED DEVELOPMENT.

Copies of the application and department reports are kept by the Administrator and are open to public inspection in the offices of the Clerk of the Board and the Administrator. The application may be reviewed online through the Hillsborough County Development Services Department webpage located at:
<http://www.hcflgov.net/pgmstore>

Additional information concerning this petition may be obtained by calling the Hillsborough County Planning and Growth Management Department at (813) 272-5600.

Persons with disabilities needing special accommodations to participate in this meeting should contact the Hillsborough County Planning and Growth Management Department at (813) 272-5600.

Para informacion en Espanol, favor de llamar al (813) 272-5600

Applicant / Representative:

Name: Richard Caulley
Address: 18550 N Dale Mabry Hwy
City, State, Zip: Lutz, FL 33548
Phone: 813-968-5665
Email: dlee@wisepropertymanagement.com

Send Written Comments or Testimony to:

PGM - ZONING HEARING SECTION
P.O. BOX 1110
TAMPA, FL 33601

Or E-mail to: Hearings@Hillsboroughcounty.org

The Hillsborough County Board of County Commissioners adopted Lobbying Ordinance No. 93-8, as amended. Prior to meeting privately with a Board Member, County Attorney, Chief Assistant County Attorney, County Administrator, any Assistant County Administrator, or any Department Head, you may be required to register as a Lobbyist.

PLEASE USE ORIGINAL FORM - DO NOT RETYPE

PRS-PD

PROJECT NARRATIVE

In the space below indicate the nature of the proposed Minor Modification (PRS) to the underlying Planned Development (PD) zoning. The narrative must include detailed information regarding proposed changes, if applicable, in development entitlements (i.e., number of dwelling units; square footage, intensity /density). If additional space is needed, please attach extra pages to this application.

SEE ATTACHMENT A

ATTACHMENT A
PRS NARRATIVE

The applicant, Westchase Professional Center Owners Association Inc., is seeking approval of a PRS in order to add to the current number of parking spaces available at the Westchase Professional Center located at the Northeast corner of Countryway Blvd. and Oaksbury Drive in Hillsborough County. The PRS will include modifications to two different parcels with the following folio numbers: 003530-0165 and 003530-0160.

The applicant desires to add 30 parking spaces to the development and remove 3 existing spaces in the addition process. The existing parking will thus be increased by a net 27 spaces, increasing the total parking from 150 spaces to 177 spaces. All added parking will be installed as pervious pavement.

The added parking has been requested by the current tenants as the existing parking that has been provided is not sufficient in supporting all visitors to the center. The addition of the requested parking spaces will allow all potential visitors to access the development and thus contribute to a stimulation of business for the center. However, given the limited space for further development within the center, it is not possible to add parking spaces in a practical location without receiving variations of the Land Development Code. These requests are discussed in Exhibit A of the narrative.

It is the belief that the approval of the request contained herein will exponentially benefit Westchase Professional Center at a significantly minor cost in terms of a quite negligible amount of buffer encroachment. The proposed additional spaces will drastically improve the development for both the tenants and clients (the majority being residents of Hillsborough County) alike. The addition of the proposed spaces incorporates excellent planning and design principles, is compatible with its development and surrounding developments, and will protect natural resources with the utilization of pervious pavers for all proposed additional spaces. The addition of the spaces will allow the existing development to operate with maximum tenant and client satisfaction as available parking will no longer be an issue of concern.

EXHIBIT A
PD VARIATIONS

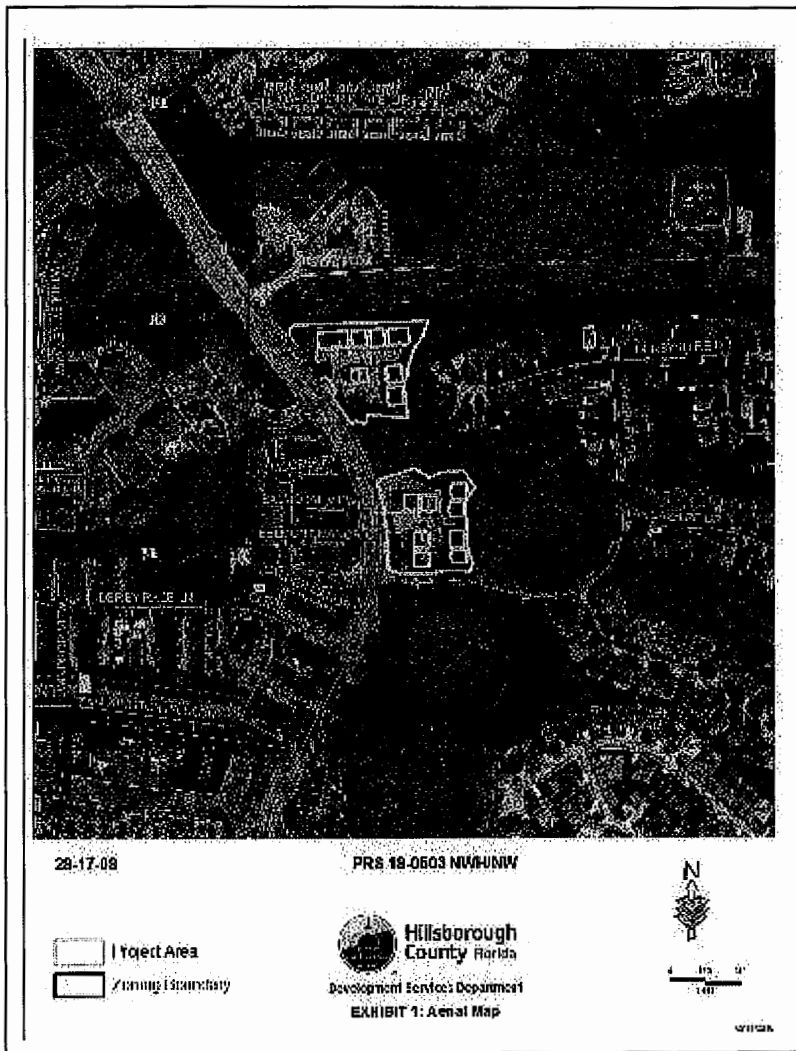
6.06.04 D: OFFSTREET VEHICULAR USE AREAS

The applicant is seeking a buffer reduction from 8 feet to approximately 6.7 feet along the right-of-way line. The buffer will be impacted in a single small area of the development on the northern parcel included in this PRS (Folio #003530-0165) as a result of the added spaces; this area will contain a minor encroachment into the existing buffer that totals a miniscule 1.3 feet. The existing buffer will continue to contain all trees, shrubs, etc. that are currently present with the exception of the 1.89 SF of landscaping that will be removed as a result of the encroachment. It is felt that the buffer encroachment is significantly minor and will thus not affect the current nature of the buffer as it currently stands.

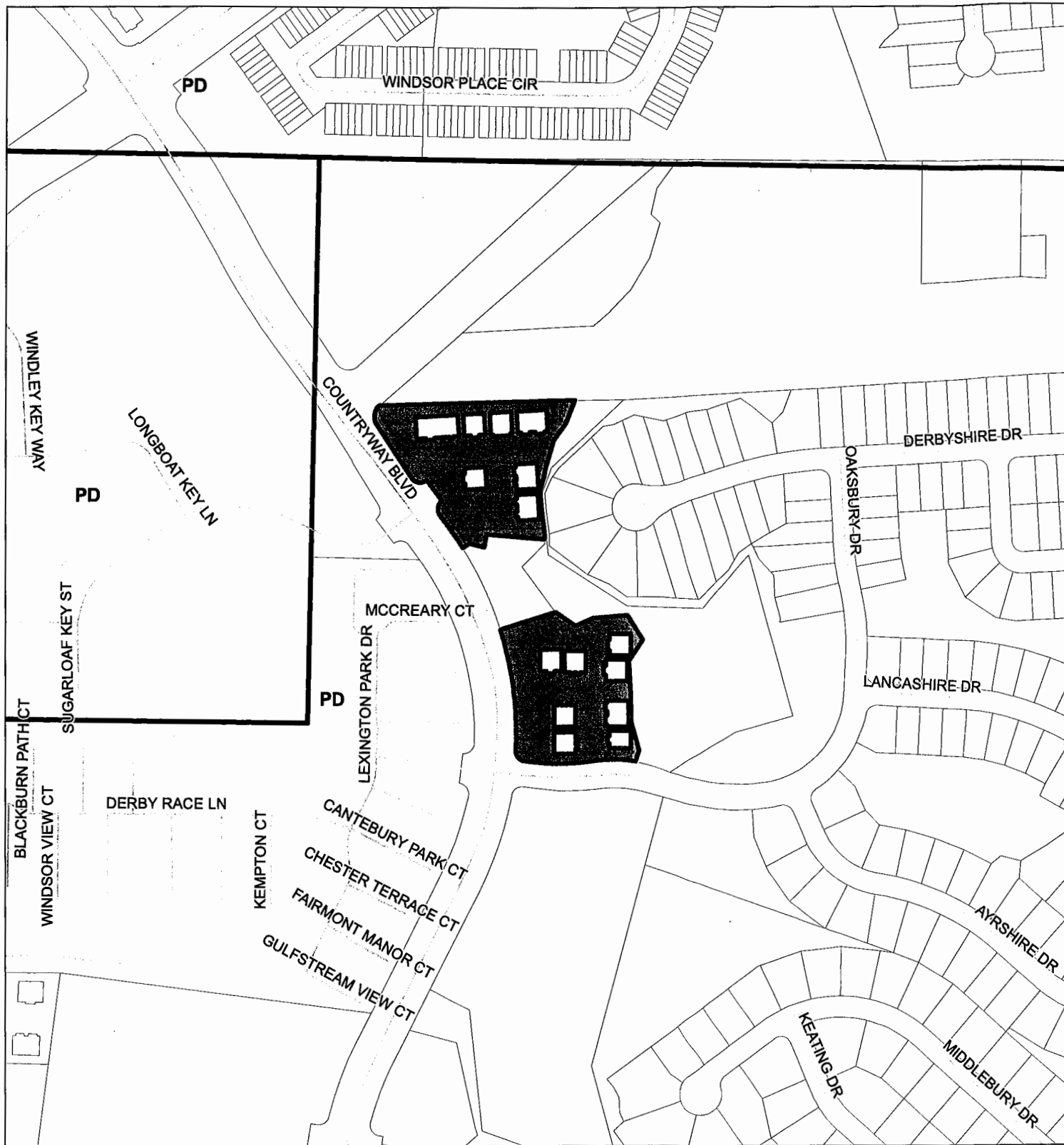
6.06.06 A: BUFFERING AND SCREENING REQUIREMENTS

The applicant is seeking a buffer reduction from the 20' Type B Buffer currently required to the east of the northern parcel included in this PRS (Folio #003530-0165) and to the north of the southern parcel included in this PRS (Folio #003530-0160). The buffer encroachments on the northern parcel will reduce the buffer from 20 feet to a minimum of 10.7 feet in one small area and 11.6 feet in another small area where additional parking is proposed. Given the buffer immediately abuts undeveloped land containing a "common area" land use, it is felt that the proposed encroachments resulting from the additional parking spaces will result in no conflict. The buffer encroachments on the southern parcel will reduce the buffer from 20 feet to a minimum of 10.9 feet in a single parking improvement area. This buffer also immediately abuts undeveloped land with a land use of "Acreage Class 5". The buffer encroachment will result in no modification to the current nature of the buffer as it currently stands given the adjacent property use.

Countryway Blvd. 4 Lane Road. 1/8" = 20' 3/4" = 30' 1/2" = 40' 1/4" = 50' 1/8" = 60' 1/16" = 70' 1/32" = 80' 1/64" = 90' 1/128" = 100' 1/256" = 110' 1/512" = 120' 1/1024" = 130' 1/2048" = 140' 1/4096" = 150' 1/8192" = 160' 1/16384" = 170' 1/32768" = 180' 1/65536" = 190' 1/131072" = 200' 1/262144" = 210' 1/524288" = 220' 1/1048576" = 230' 1/2097152" = 240' 1/4194304" = 250' 1/8388608" = 260' 1/16777216" = 270' 1/33554432" = 280' 1/67108864" = 290' 1/134217728" = 300' 1/268435456" = 310' 1/536870912" = 320' 1/1073741824" = 330' 1/2147483648" = 340' 1/4294967296" = 350' 1/8589934592" = 360' 1/17179869184" = 370' 1/34359738368" = 380' 1/68719476736" = 390' 1/137438953472" = 400' 1/274877906944" = 410' 1/549755813888" = 420' 1/1099511627776" = 430' 1/2199023255552" = 440' 1/4398046511104" = 450' 1/8796093022208" = 460' 1/17592186044416" = 470' 1/35184372088832" = 480' 1/70368744177664" = 490' 1/140737488355328" = 500' 1/281474976710656" = 510' 1/562949953421312" = 520' 1/1125899906842624" = 530' 1/2251799813685248" = 540' 1/4503599627370496" = 550' 1/9007199254740992" = 560' 1/18014398509481984" = 570' 1/36028797018963968" = 580' 1/72057594037927936" = 590' 1/144115188075855872" = 600' 1/288230376151711744" = 610' 1/576460752303423488" = 620' 1/1152921504606846976" = 630' 1/2305843009213693952" = 640' 1/4611686018427387904" = 650' 1/9223372036854775808" = 660' 1/18446744073709551616" = 670' 1/36893488147419103232" = 680' 1/73786976294838206464" = 690' 1/147573952589676412928" = 700' 1/295147905179352825856" = 710' 1/590295810358705651712" = 720' 1/1180591620717411303424" = 730' 1/2361183241434822606848" = 740' 1/4722366482869645213696" = 750' 1/9444732965739290427392" = 760' 1/18889465931478580854784" = 770' 1/37778931862957161709568" = 780' 1/75557863725914323419136" = 790' 1/151115727451828646838272" = 800' 1/302231454903657293676544" = 810' 1/604462909807314587353088" = 820' 1/1208925819614629174706176" = 830' 1/2417851639229258349412352" = 840' 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8.5" x 11" YCbCr JPEG (96 DPI)



28-17-08

PRS 18-0503 NWH/NW



Project Area

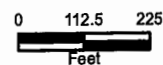
Zoning Boundary



**Hillsborough
County Florida**

Development Services Department

EXHIBIT 2: Zoning Map



02/14/2018

Sixth Order of Business

Westchase

Field Office Report

Assigned To Doug and Sonny

Issue	5001	Westra Reclaim Line/Linebaugh	Open Date
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Westra working on restoration, Gretna Green turning lane has been opened

Issue	5002	Holiday Decorations	Open Date 12/5/2017
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Require discussion on what you would like to see next year as 90% need replacement

Issue	5003	Green Dwelling Live	Open Date 10/2/2017
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Ongoing

Issue	5004	West Park Village Signage	Open Date 10/01/2017
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Working on Verbiage for the Contract, Waiting on final signature. County has agreed to supply all right of way signs , sending Erin the Right of Way Permit for review.

Issue	5005	Irrigation	Open Date 2/27/2018
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Field Office Report for April 2018 Meeting

Landscape

- Palm Trimming Complete
- Annuals being installed 2nd week of April
- Bricks from Coloroc will be delivered 3/27
- Met with two contractors on securing proposal for possible lighting on monuments along Countryway!
- Working on landscape design proposal (Aventura Nurseries)

Parks

- Proposal attached for the requested possible slide for Glencliff
- Still working on securing proposal for Baybridge Canopy and WPV Canopy (attached REP)
- Have had request from resident about adding additional lighting at Glencliff Park

Harbor Links

- Street Light on Marblehead was damaged, have ordered a brand new unit
- We have received the insurance check for all damages



661 County Rd. 9
Plantagenet, ON K0B 1L0
Canada
Tel: (613) 446-0030
Fax: (613) 446-0034

QUOTE

Quote No.: 1803214-USA
Date: 03/09/2018
Page: 1

Sold To:

CDD Westchase
9515 W Linebaugh Ave.
Tampa, FL 33626
USA

Ship To:

9515 W Linebaugh Ave.
Tampa, FL 33626
USA

GST/HST No: 872335070

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
DC-180214	1		8' Plastic Slide, Deck and Net		17,200.00	\$17,200.00
SE-INS	1	Each	Installation of the equipment listed above		5,728.00	\$5,728.00
SE-SURFACING	1	Each	Supply, Delivery and installation of 50 Sq Ft of replacment PIP Rubber Surfacing. 50/50 standard color.		675.00	\$675.00
	1		One time discount for this product		-2,000.00	-\$2,000.00
<p>* Prices are in USD * Freight quotation is for standard delivery only; any extras such as lift gate, limited access, etc may require a surcharge * Heavy machinery such as a forklift or other mechanical device will be required to offload this shipment * Freight rates are estimated, and may be subject to change up until time of shipment * This quotation includes installation, but does not include any site preparation, grading, over-excavating or surfacing. Any caliche, rock or obstacles interfering with basic excavation for footers will be the responsibility of the Buyer. * This quotation does not include drainage * This quotation does not include removal or disposal of existing equipment * This quotation does not include permitting. * Customer is responsible for all locates. Please provide copies of valid clearance certificates, <30 days old at time of install. * Please note this is a conceptual design, changes may be required to meet safety standards once in production. * An appropriate ETA will be confirmed at time of order. * This quotation does NOT include engineering * This quotation not valid for more than 30 days</p>						

Comments

We submit this quotation as our offer to sell equipment to the buyer quoted above. This is not an acknowledgement and no goods will be produced until all requirements are met as stated herein, to the satisfaction of the seller. To accept this proposal, please sign, date and return with other materials required. Once signed and returned any changes must be submitted in writing and approved by the seller. No goods may be returned without prior written consent.
Errors & Omissions excluded. No holdbacks are allowed.

Terms: 50% deposit required to process order.

When placing order, please reference quote: 1803214-USA

Continued...



661 County Rd. 9
Plantagenet, ON K0B 1L0
Canada
Tel: (613) 446-0030
Fax: (613) 446-0034

QUOTE

Quote No.: 1803214-USA
Date: 03/09/2018
Page: 2

Sold To:

CDD Westchase
9515 W Linebaugh Ave.
Tampa, FL 33626
USA

Ship To:

9515 W Linebaugh Ave.
Tampa, FL 33626
USA

GST/HST No: 872335070

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			Freight			\$2,347.00
Comments We submit this quotation as our offer to sell equipment to the buyer quoted above. This is not an acknowledgement and no goods will be produced until all requirements are met as stated herein, to the satisfaction of the seller. To accept this proposal, please sign, date and return with other materials required. Once signed and returned any changes must be submitted in writing and approved by the seller. No goods may be returned without prior written consent. Errors & Omissions excluded. No holdbacks are allowed. Terms: 50% deposit required to process order. When placing order, please reference quote: 1803214-USA				Total Amount		\$23,950.00

We offer the following colour choices. 1) Other paint colours may be possible as a special order item at increased cost. 2) Biggo seats are standard Grey Aluminum painted metal with Galvanized Chain and Blue bumper. 3) The Meteor, Asteroid and Astro Series cannot be galvanized. 4) The selection of interior colours available for the PE Panels will vary according to supplier stock; please contact us to find out what combinations are available prior to placing your order. 5) Depending on the style of slide required, colour availability may vary; please contact us for a complete list before ordering.

ROPE COLOURS



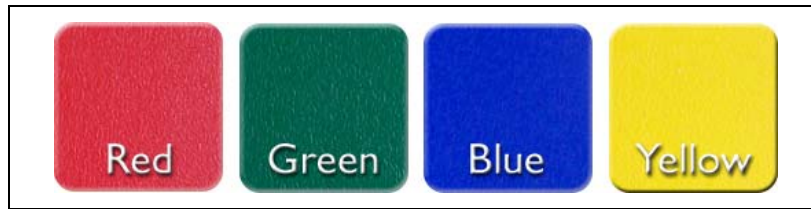
PAINT COLOURS



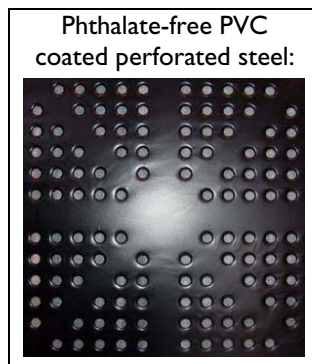
PE SLIDE COLOURS



PE PANEL COLOURS



DECKING



NOTE: Actual colours of products and materials may appear slightly different than pictured. Products are subject to availability and may change without notice.







REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repsservices.com

Please mail POs, contracts and checks to:

Rep Services, Inc.
581 Technology Park, STE 1009
Lake Mary, FL 32746-7127

Proposed To: Westchase Community Development District 9515 W Linebaugh Avenue Tampa, FL 33626	Ship To: West Park Village Shade 9914 Montague Street Tampa, FL 33626	Bill To: Westchase Community Development District 9515 W Linebaugh Avenue Tampa, FL 33626
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Attn: Sonny Whyte

Attn: John Bosgraaf

Attn: Sonny Whyte

Project No: 14588	Project Name: West Park Village Shade	Project Contact: Sonny Whyte
Proposal No: 14588.03	Proposal Name: West Park Village - Hip 24x32	Project Location: 9914 Montague Street Tampa, FL 33626
Proposal Date: 3/5/2018	Proposal Expires: 4/4/2018	

For Questions Contact: Tricia Thomas	☎ 407-915-7849	✉ tricia@repsservices.com
Sales Consultant: Scott Brushwood	☎ 727-539-8457	✉ scott@repsservices.com

Opt/Rev: B/1 **Printed:** 3/7/2018 - TT

Vendor: LSI SkyWays	Proj Drawings: 112693-1A-AH	561218
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Class	Part No	Qty	Description	Unit Price	Ext Price
Shade	112693-1A-AH	1 EA	Skyways Hip. 24 x 32. 15' Entry (1) FR Fabric Top. (4) Columns. Steel Anchor Bolts/Templates.	8,685.00	8,685.00
Product Subtotal:					\$8,685.00
4 Sets of Signed & Sealed Engineering:					\$1,700.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					\$2,876.00
LSI SkyWays Total:					\$13,261.00

Vendor: Hanover Specialties, Inc.	Proj Drawings:	561257
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	WPV-PIP REPAIR	1 EA	Poured in Place Safety Surfacing Repair. 120 SF. 50% Eggshell/50% Black.	2,250.00	2,250.00
Hanover Specialties, Inc. Total:					\$2,250.00

Vendor: RSI Installer	561233
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Item	Qty	Description	Unit Price	Ext Price
INS-SKY	1 LT	Installation - LSI SkyWays Shade. 24x32 Hip.	4,662.00	4,662.00
INS-CON FT	4 EA	Install concrete footings.	3,743.00	14,972.00
OTHER	1 EA	Cut and remove Poured in Place Surfacing in (4) locations.	566.00	566.00
OTHER	1 EA	Haul Off.	520.00	520.00
PERMIT FILING	1 EA	Labor charge for Licensed Contractor to file for building permit from the appropriate jurisdiction. NOTE: Permit Fees charged by the jurisdiction will be prepaid and invoiced separately and may require a change order to your Purchase Order or Contract.	780.00	780.00
RSI Installer Total:				\$21,500.00

General Terms of Sale and Proposal Summary

Net 30

Note: Orders less than \$5,000 require 100% payment for product with the order, net 30 for install.

A 2% convenience fee will be added to credit card payments.

Product:	\$12,635.00
Installation:	\$21,500.00
Freight:	\$2,876.00
Proposal Total:	\$37,011.00

Notes

Basis of Proposal

Our proposal is based upon our meeting on 02/23/2018.

Estimated project completion schedule

Your order will take approximately 12 weeks from receipt to completion of installation.

This includes a 4 week allowance for permitting which may take longer.

RSI will respond in a timely fashion after receipt of order/contract/letter of intent/notice to proceed.

Scope of Proposal

Please note the vendor requirements itemized below.

SkyWays Shade by LSI:

SkyWays Shadesure® high-density polyethylene fabric is breathable, weather-resistant, flame-resistant and blocks up to 90% of the sun's harmful UV rays. The frames (without the fabric) are designed for 150 MPH winds. Shadesure® tops are to be removed if winds exceed 80 MPH. Color selections are to accompany all orders. We will supply you with the available colors prior to your order.

Installation:

Unless otherwise noted, the following items are to be **PROVIDED BY CUSTOMER** prior to installation:

- ALL Site work completed - excavation, removal and grading to proper level prior to installer arrival.
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Storage.
- Trash Dumpster to accommodate construction waste.
- Permitting
- Does not include soil density or concrete testing
- Site Plan or Survey
- Soils testing
- Tree Survey

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Westchase Community Development District

Company Name	Authorized By	Printed Name	Date
As Its: _____	(Title)		



Company Address:
 6304 Benjamin Road,
 Suite 507,
 Tampa, Florida-33634.
Call 1-800-245-7777
FAX 1-800-393-1997
Email info@apark.com

Proposal No:	205110	Proposal Date:	March 28 2018, 12:11:27 PM
Bill To:	Westchase CDD 915 Linebaugh Ave Westchase, Florida 33634 Sonny Whyte Email: cdd@westchasecdd.com Phone: 813-920-4268	Ship To:	Westchase CDD 915 Linebaugh Ave Westchase, Florida 33634 Sonny Whyte Phone: 813-920-4268

FOB	Sales Rep	Terms
Installed	JLE	NET 15

Qty	Model#	Description	Price Each	Total
1	16'x16'x8'	Square Umbrella Shade Structure with Single post, 15' x 15' x 11.66' Entrance Height, WITH GLIDE. 8" Posts, SCH40. Includes Installation of the Single Post Shade and relocation of (2) spring riders. Price does not include repair of rubber safety surfacing as exact SF area impacted can not be determined until actual install. As minimal area as possible will be disrupted for new footings.	6,850.00	\$6,850.00

Sub Total:	\$6,850.00
Discount:	\$0.00
Shipping & Handling:	\$0.00
Estimated Total:	\$6,850.00
Sales Tax:	\$0.00
Total:	\$6,850.00

CUSTOMER APPROVAL: X _____
 DATE: (mm/dd/yyyy)_____/_____/_____
 Approved Amount \$ _____

MC ☐ VISA ☐ DISCOVER ☐ CARD # xxxxxxxxxxxx _____ CVV#: _____
 Address: _____
 Name as it appears on Card: _____ EXP.: _____

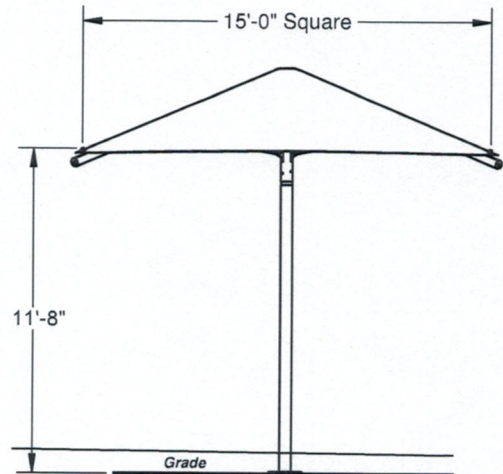
*This quote is valid for 30 days from date above. Freight Cost are based on delivery to a business address. When signing for delivery, shipments must be inspected for shortages or damage and if found must be noted on the freight bill. **Please refer to our website Ordering Information section; Damage/Loss Claims.** All playground equipment must be installed over an impact attenuating surface to meet current ASTM/CPSC guidelines. If APARK is installing your equipment, all underground utilities must be marked prior to installation and the site clear and level. **Florida Call before you dig ph# 800-432-4770. Property owner is responsible for building permits if required.** Appropriate sales tax will be added to final invoice. *Credit Cards are charged the date order is placed. Cancellation/returns are subject to restocking fees.

American Park and Recreation Company
 6304 Benjamin Road, Suite 507
 Tampa, FL 33634
 1-800-245-7777
 www.apark.com

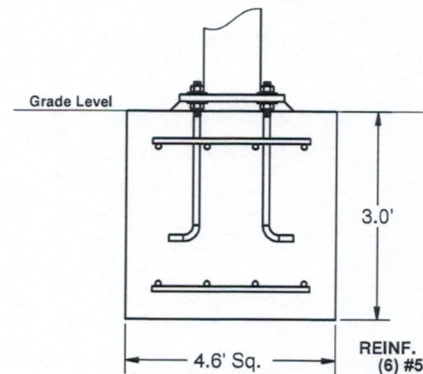
SQUARE UMBRELLA SHADE

15' x 15' x 11.66

REF.#	PART DESCRIPTION	QTY.
1	6" nn - Surface Mount	1
2	1 - With Four Sockets	1
3	Ø3.50" Rafter - Swaged With Bracket	4
4	Strut - Rigid Fixed	4
5	Fabric - With Cable Insert	1
6	Frame Hardware Kit	1



ELEVATION VIEW



FOOTING DETAIL

*Footing design based on 1500 PSF soil bearing pressure.

REINF.
 (6) #5 EW
 Top And Bottom



SUPERIOR
 RECREATIONAL PRODUCTS

1050 Columbia Drive
 Carrollton, Georgia
 1.888.829.8997 | 770.834.2764 (f)

These drawings are for reference only and should not be used as construction details. Materials, fasteners, and foundations are subject to change if professionally sealed engineering drawings are required. Designed for 93 MPH Basic Wind Speed.