

**WESTCHASE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**MARCH 6, 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

February 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, March 6, 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 January 9, 2018 Meeting Minutes with Any Corrections Submitted
  - B. Approval of the February 6, 2018 Meeting Minutes with Any Corrections Submitted
  - C. Acceptance of Financial Statements as of January, 2018
  - D. Acceptance of Financial Audit for Fiscal Year 2017
3. **Engineer's Report**
  - A. Status of Community Map
  - B. Best Pond Management Practices Document
4. **Attorney's Report**
5. **Manager's Report**
  - A. Consideration of Resolution 2018-1, Confirming the District's use of the Hillsborough County Supervisor of Elections to Continue Conducting the District's Election of Supervisors in Conjunction with the General Election
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.**

RE: WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: January 9, 2018

TIME: 4:05 p.m. - 7:30 p.m.

PLACE: Westchase Community  
Association Office  
10049 Parley Drive  
Tampa, Florida  
REPORTED BY: Kimberly Ann Roberts  
Notary Public  
State of Florida at Large

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APPEARANCES:  
WESTCHASE COMMUNITY DEVELOPMENT  
DISTRICT BOARD MEMBERS:

Jim Mills, Chairman  
Greg Chesney  
Matthew Lewis  
Brian Ross

ALSO PRESENT:

SEVERN TRENT SERVICES:  
Andy Mendenhall  
DISTRICT ATTORNEY:  
Erin McCormick  
DISTRICT ENGINEER:  
Tonja Stewart (Telephonically)  
WESTCHASE STAFF:  
Doug Mays  
Sonny Whyte

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1 The transcript of Westchase Community  
2 Development District Board Meeting, on the 9th day  
3 of January, 2018, at the Westchase Community  
4 Association Office, 10049 Parley Drive, Tampa,  
5 Florida, beginning at 4:05 p.m., reported by  
6 Kimberly Ann Roberts, Notary Public in and for the  
7 State of Florida at Large.

8 \* \* \* \* \*

9 MR. MENDENHALL: All right. This is the  
10 Westchase Community Development District board  
11 meeting. Today is Tuesday, January 9th. It's  
12 approximately 4:00 p.m. And if we can start  
13 with the roll call of the board -- well, start  
14 with the Pledge actually. Sorry.  
15 (Pledge of Allegiance recited.)

16 MR. MENDENHALL: And now we'll do roll  
17 call. We will start at the far end on the  
18 table with Matt. Do you want to state your  
19 name for the record?

20 MR. LEWIS: Oh. Matt Lewis.

21 MR. ROSS: Brian Ross.

22 MR. CHESNEY: Greg Chesney.

23 CHAIRMAN MILLS: Jim Mills.

24 MS. MCCORMICK: Erin McCormick.

25 MR. MENDENHALL: I'm Andy Mendenhall,

|   |   |
|---|---|
| <p style="text-align: right;">Page 5</p> <p>1 district manager. And we have Tonja Stewart</p> <p>2 on the line. And I understand that Barbara</p> <p>3 might be joining us. Barbara, I don't know if</p> <p>4 you have yet.</p> <p>5 (No response.)</p> <p>6 MR. MENDENHALL: Okay. Obviously we'll</p> <p>7 note for the record if she does join.</p> <p>8 So Item Number Two is the consent</p> <p>9 agenda. I'll ask first if there is a motion</p> <p>10 to approve that.</p> <p>11 MR. CHESNEY: So moved.</p> <p>12 MR. MENDENHALL: Okay. Do we have a</p> <p>13 second?</p> <p>14 CHAIRMAN MILLS: Second.</p> <p>15 MR. MENDENHALL: All right. Any</p> <p>16 discussion or questions or comments on the</p> <p>17 consent agenda?</p> <p>18 (No response.)</p> <p>19 MR. MENDENHALL: Hearing none, all in</p> <p>20 favor?</p> <p>21 (All members signify in the</p> <p>22 affirmative.)</p> <p>23 MR. MENDENHALL: Any opposed?</p> <p>24 CHAIRMAN MILLS: No.</p> <p>25 MR. MENDENHALL: Okay. That motion</p>  | <p style="text-align: right;">Page 7<br/>Agenda Page 6</p> <p>1 And then that will be followed by the</p> <p>2 Kingsbridge Avenue residents that are here</p> <p>3 with a concern. And then I think most of the</p> <p>4 folks that are here are with the golf course</p> <p>5 issue. And we'll address that when we get to</p> <p>6 that point.</p> <p>7 MR. MENDENHALL: Sounds great.</p> <p>8 CHAIRMAN MILLS: With that, turn back to</p> <p>9 you.</p> <p>10 MR. MENDENHALL: All right. So, we'll</p> <p>11 -- yes.</p> <p>12 MS. WHYTE: The gentleman, I didn't get</p> <p>13 his card. So I apologize, here's his blue</p> <p>14 book.</p> <p>15 MR. MENDENHALL: Great. So we have some</p> <p>16 folks here regarding the River Oaks project.</p> <p>17 I'll ask if those folks can introduce</p> <p>18 themselves to the board, and we do transcribe</p> <p>19 these things, so it helps us out in that</p> <p>20 regard as well.</p> <p>21 MR. HARRINGTON: I'm Bill Harrington.</p> <p>22 I'm with the Hillsborough County Public</p> <p>23 Utilities Department. With us is also</p> <p>24 Stephanie Agliano from the communications</p> <p>25 department, consultant.</p>  |
| <p style="text-align: right;">Page 6</p> <p>1 carries.</p> <p>2 (Motion passes.)</p> <p>3 MR. MENDENHALL: So we have three main</p> <p>4 items, and we have some resident and guest</p> <p>5 speaker input tonight.</p> <p>6 We're going to start off with River</p> <p>7 Oaks, but first I wanted to give the floor to</p> <p>8 the chair for opening comments.</p> <p>9 CHAIRMAN MILLS: Thank you, Andy.</p> <p>10 So as we can see this evening, we've got</p> <p>11 residents that have some things on their minds</p> <p>12 tonight. But in deference to the legal safe</p> <p>13 capacity of this building, we're going to</p> <p>14 enforce the kind of shuttling in and out of</p> <p>15 folks based on topics in order to stay safe.</p> <p>16 So I appreciate everyone's patience.</p> <p>17 Fortunately, it's no longer cold or</p> <p>18 rainy outside, so that makes this easier to</p> <p>19 administer. But the order we're going to go</p> <p>20 through, which was stated on the building as</p> <p>21 you came in, is we've got representatives from</p> <p>22 Hillsborough County with us that are going to</p> <p>23 open tonight with a review about the River</p> <p>24 Oaks wastewater project. And we'll get to</p> <p>25 that in a minute.</p> | <p style="text-align: right;">Page 8</p> <p>1 MS. AGLIANO: Neighborhood relations.</p> <p>2 MS. ROBINSON: Michelle Robinson, and</p> <p>3 I've met with you folks previously with the</p> <p>4 project team a few years ago. I'm a</p> <p>5 consultant with Hillsborough County doing</p> <p>6 public outreach on this whole wastewater</p> <p>7 consolidation program.</p> <p>8 MR. HARRINGTON: And Darren Alfonso is</p> <p>9 also a consultant for the design-build</p> <p>10 contractor, one of the firms. Darren, there</p> <p>11 you go.</p> <p>12 MR. ALFONSO: We have previously -- you</p> <p>13 may remember having met at some point in the</p> <p>14 past with Tom Rawls. Tom Rawls moved to public</p> <p>15 works. I kind of took his place.</p> <p>16 CHAIRMAN MILLS: Lucky you.</p> <p>17 MR. ALFONSO: So far so good.</p> <p>18 CHAIRMAN MILLS: So before you begin,</p> <p>19 let me just say we appreciate all of you being</p> <p>20 here. As you can imagine, there's some angst</p> <p>21 about what's coming, particularly on the heels</p> <p>22 of what the residents have just gone through</p> <p>23 along Linebaugh, realizing that's a completely</p> <p>24 unrelated project, but inconvenience is not</p> <p>25 well spelt in this community, so we appreciate</p> |

1 you being here to brief us on the front end,  
2 and hopefully we can navigate through it to  
3 everyone's satisfaction.

4 MR. ALFONSO: Hopefully. And we hope to  
5 be as accommodating as possible. I don't know  
6 what happened with the other project, and I'm  
7 not here to make apologies for that or defend  
8 it. I don't know.

9 I do know what we're doing on our  
10 project, and I'm happy to answer any questions  
11 you might have about that.

12 We had a public meeting a while back,  
13 and folks were invited. There were not this  
14 many people at that meeting. Right?

15 And so without taking too much time, the  
16 public information that's available, there's a  
17 fax sheet that's been -- that's available  
18 here, it's been handed out. I think some of  
19 it might have been sent to you.

20 There's a website on that sheet that you  
21 can go to to get a lot more information about  
22 the whole program. And so the whole program  
23 is designed to eliminate two wastewater  
24 treatment plants and to repurpose those sites,  
25 and to move all that wastewater to one site.

1 It's going to be located just south of Ed  
2 Radice Park.

3 So there is a wastewater facility there  
4 that we're expanding to 30 MGD. That  
5 construction is currently in progress. The  
6 Dale Mabry site, which is in Carrollwood, we  
7 are fixing to take that down. We've already  
8 taken half that plant off line, and we're  
9 going to be taking the other half off next  
10 week.

11 That leaves us with the last one, River  
12 Oaks. This is a place of concern -- yeah, if  
13 you don't mind holding that.

14 MS. WHYTE: I'll hold it for you.

15 MR. ALFONSO: So this is sort of the  
16 project. When we get to the intersection  
17 of --

18 CHAIRMAN MILLS: Can you slide that  
19 back?

20 So basically all the -- all the -- our  
21 northwest site is located to the north and to  
22 the west of this map right here, but all this  
23 piping will come in and go to the existing  
24 plant that we're expanding.

25 And when that plant is expanded, these

1 pumps -- this pipeline is built and this pump  
2 station is built, it will move all water back  
3 up to one spot. We'll treat everything in one  
4 spot and consolidate all our wastewater  
5 treatment to that one area with the best  
6 technology we know, one of our best operating  
7 plants.

8 At that point, we'll be demolishing the  
9 River Oaks plant. So this has been a project  
10 that's been in the works for many years and  
11 has been part of Hillsborough County's  
12 consolidation plan for a long, long time. In  
13 recent years, we've come to you and told you  
14 about this in the past.

15 The tough spot about this, of course,  
16 and certainly the angst for the folks in  
17 Westchase is going to be the work at this  
18 intersection, maybe some along Sheldon Road.

19 You maybe know that that work has  
20 already started. But there is going to be  
21 some work here in this intersection that's  
22 going to cause some issue.

23 I don't think that you're going to have  
24 as much concern with this pipeline that comes  
25 back on Sheldon Road to about where we are

1 right now, a little bit to the west of that  
2 site.

3 CHAIRMAN MILLS: Linebaugh, you mean?

4 MR. ALFONSO: Or east of us -- yeah,  
5 along Linebaugh to where the school is, I  
6 think; that's where it stops. And it's not  
7 connected with the other project. It's not  
8 tying into that.

9 We're tying in a separate location. But  
10 it's to bring back water back to the  
11 community, because we're going to take the  
12 water that feeds now away, and we need to be  
13 able to get that back. So that's what this  
14 plant is about.

15 And we have to build a line to get the  
16 wastewater up to the site. We have a tie-in  
17 point that we put in previously in  
18 anticipation to get to move that water from  
19 here on. But we have to move this piece down  
20 to where the pump station is and picking up  
21 the water that's coming from this collection  
22 area to the River Oaks site.

23 CHAIRMAN MILLS: Okay.

24 MR. ALFONSO: That's kind of the size of  
25 it. So the disruption from the reclaimed

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| <p style="text-align: right;">Page 13</p> <p>1 line, we're going to directional drill that in</p> <p>2 the median. So there will be two directional</p> <p>3 drills either from the center to the -- will</p> <p>4 be from the outside, they'll drill and pull</p> <p>5 back pipe.</p> <p>6 So we'll drill from the intersection,</p> <p>7 you know, or from west of the intersection,</p> <p>8 drill to the center, and we'll pull in one</p> <p>9 long line of pipe; likewise, we'll drill from</p> <p>10 the end here and pull in one long line of pipe</p> <p>11 that way.</p> <p>12 It won't be the disruptive work that you</p> <p>13 see here in the medians or on the shoulders</p> <p>14 that you normally used to see with open</p> <p>15 excavation. So these are directional drills.</p> <p>16 CHAIRMAN MILLS: So it's not going to be</p> <p>17 under the median?</p> <p>18 MR. ALFONSO: It will be under the</p> <p>19 median.</p> <p>20 CHAIRMAN MILLS: Under the median.</p> <p>21 Okay.</p> <p>22 MS. ROBINSON: It tunnels.</p> <p>23 MR. ALFONSO: Under. But it tunnels</p> <p>24 under. We'll drill a line in, and then we're</p> <p>25 going to grab the pipe and just pull it in in</p> | <p style="text-align: right;">Page 15<br/>Agenda Page 8</p> <p>1 down, down the center of Sheldon, so we're</p> <p>2 digging it up as we go.</p> <p>3 This one here, we know about the</p> <p>4 disruption, much less invasive, we drill and</p> <p>5 see a hole on one side, you'll see a hole on</p> <p>6 the other side, and launching a pipe, we're</p> <p>7 going to reach through and grab that pipe and</p> <p>8 pull it into that hole. That happens in like</p> <p>9 a day, that part of the operation.</p> <p>10 MR. MAYS: Just like what's going on</p> <p>11 now, that's how they did that pipe. That's</p> <p>12 why you haven't seen any trees removed, the</p> <p>13 only thing is the road got disrupted.</p> <p>14 CHAIRMAN MILLS: Okay.</p> <p>15 MR. ALFONSO: Where we cause damage, of</p> <p>16 course, we have to restore it.</p> <p>17 CHAIRMAN MILLS: Okay.</p> <p>18 MR. ALFONSO: So now to get to your</p> <p>19 angst. Here you go, the intersection. We're</p> <p>20 going to kind of roll around this clockwise.</p> <p>21 I know that these stages aren't necessarily</p> <p>22 the final end game.</p> <p>23 We're still working on the best way to</p> <p>24 do this. This work needs to start by May so</p> <p>25 that we can -- and it will take as much as --</p>   |
| <p style="text-align: right;">Page 14</p> <p>1 one shot.</p> <p>2 CHAIRMAN MILLS: Okay.</p> <p>3 MS. WHYTE: How deep are you going? How</p> <p>4 deep is it --</p> <p>5 MR. ALFONSO: It's not -- I don't know</p> <p>6 the design. It's been generally about 20-feet</p> <p>7 deep.</p> <p>8 MS. WHYTE: -- because we have</p> <p>9 electrical and stuff like that?</p> <p>10 MR. ALFONSO: Yeah, we know. We put it</p> <p>11 in.</p> <p>12 MS. WHYTE: No. No. No, not that.</p> <p>13 But we have our irrigation, and I'm sure</p> <p>14 that was already discussed with you.</p> <p>15 MR. ALFONSO: Yes, in coordination with</p> <p>16 your folks as well. So we're aware of that.</p> <p>17 CHAIRMAN MILLS: How will that differ</p> <p>18 from what you've already started to do on</p> <p>19 Sheldon Road with the removal of all the oak</p> <p>20 trees and so forth?</p> <p>21 MR. ALFONSO: Anything that we disrupt,</p> <p>22 we restore. We'll work together.</p> <p>23 MR. MAYS: But you're going under our</p> <p>24 trees, is what I was told out there.</p> <p>25 MR. ALFONSO: Yes. We're helping cut</p>  | <p style="text-align: right;">Page 16</p> <p>1 as, you know, these five 30-day periods, so</p> <p>2 we're talking about five months through here.</p> <p>3 We're trying to shorten that. We'd</p> <p>4 rather, you know, under-promise and over-</p> <p>5 deliver than the other way around. We're</p> <p>6 going to start on the west side of the</p> <p>7 intersection and lay that pipe up to it.</p> <p>8 We're probably going to install then the</p> <p>9 next phase, which is actually shown here as</p> <p>10 Stage Two. Install this drill -- or this is</p> <p>11 the tunnel. We're going to lay a jack and</p> <p>12 bore, so it's going to be a big pit here. And</p> <p>13 we're going to drill a line underneath that.</p> <p>14 Right?</p> <p>15 And we'll have to push it as we go and</p> <p>16 weld it, and push it and weld it, and it's not</p> <p>17 an easy -- it's a complicated thing.</p> <p>18 Then the next one we'll do is this one</p> <p>19 up here, stage -- what's now known as Stage</p> <p>20 One. And so we're going to work our way</p> <p>21 around the intersection this way. It's a line</p> <p>22 to give up. So by the time we get to the</p> <p>23 wastewater line on the other corner, we'll</p> <p>24 give back the eastbound traffic on Linebaugh</p> <p>25 and quit disrupting this side, so never</p> |



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| <p style="text-align: right;">Page 17</p> <p>1 interrupting more than two at one time.</p> <p>2 So it will be this one, then it will be</p> <p>3 this one and this one, then it will be, you</p> <p>4 know, north and east, and then we'll get out.</p> <p>5 We are also looking at another</p> <p>6 alternative. It's just that there's a private</p> <p>7 owner on the corner there. On the northeast</p> <p>8 corner, a private owner owns that like</p> <p>9 shopping center or a church or whatever it</p> <p>10 used to be.</p> <p>11 We're going to try and see if we can</p> <p>12 work a deal to see if we can get up in there,</p> <p>13 but we, so far, have not been successful doing</p> <p>14 that. But if we can get up in there, we can</p> <p>15 at least take out the work that's on the east</p> <p>16 side, make that a little bit more comfortable</p> <p>17 and maybe shorten this time.</p> <p>18 MR. ROSS: Question.</p> <p>19 MR. ALFONSO: Sure.</p> <p>20 MR. ROSS: On Stage Two, as an example,</p> <p>21 where I can see that diagonal purple line, is</p> <p>22 that the outline of where the underground line</p> <p>23 is going to go?</p> <p>24 MR. ALFONSO: In general, yes.</p> <p>25 MR. ROSS: And during the time that</p>                       | <p style="text-align: right;">Page 19<br/>Agenda Page 9</p> <p>1 we're just disrupting this, and then when we</p> <p>2 get to, you know, the east, and then -- when</p> <p>3 we get to the east and the north and putting</p> <p>4 that -- this piece of pipe under, we're</p> <p>5 disrupting that; but before we move to the</p> <p>6 next stage, we give you that back, and then we</p> <p>7 start working back further to the east in the</p> <p>8 other way.</p> <p>9 What we'd like to do is see there's a</p> <p>10 way we can get this line to come up through</p> <p>11 the easement in that -- on the east side of</p> <p>12 northbound Sheldon, but we need to get</p> <p>13 permission from the folks that own that</p> <p>14 shopping center and work a deal out with them.</p> <p>15 We don't have a lot of time to do that,</p> <p>16 so it's either a deal we cut real quick or go</p> <p>17 to, you know, Plan A, so --</p> <p>18 CHAIRMAN MILLS: In every one of these</p> <p>19 stages, Bill, it looks like while there's</p> <p>20 lanes moved around, there are always left,</p> <p>21 right, and straight ahead.</p> <p>22 MR. ALFONSO: Yes. Always a minimum of</p> <p>23 two through lanes and one turn lane in each</p> <p>24 direction.</p> <p>25 CHAIRMAN MILLS: So we're not losing any</p> |
| <p style="text-align: right;">Page 18</p> <p>1 you're performing the work, will cars be</p> <p>2 allowed to drive over that on the road, or are</p> <p>3 they going to be blocked from going over that?</p> <p>4 MR. ALFONSO: So you see this red area</p> <p>5 here to the north and the red area over here?</p> <p>6 Those are the lanes that will be taken.</p> <p>7 MR. ROSS: But where the purple line</p> <p>8 itself is, vehicles will still be able to</p> <p>9 traverse over that?</p> <p>10 MR. ALFONSO: Yes. This is just to show</p> <p>11 you where the tunnel is going to be.</p> <p>12 CHAIRMAN MILLS: That's your underground</p> <p>13 work. Right?</p> <p>14 MR. ALFONSO: Right. And it has to go</p> <p>15 deep because -- I don't know if you remember</p> <p>16 when we started building all the way back in</p> <p>17 the late '80s, when we started laying lines up</p> <p>18 Sheldon Road and started to open Linebaugh a</p> <p>19 little bit, none of this was here -- right?</p> <p>20 -- even through the '90s. And then this stuff</p> <p>21 started to bloom.</p> <p>22 There's a lot of stuff in this</p> <p>23 intersection, so we've got to go deep, we've</p> <p>24 got to go underneath it.</p> <p>25 But the idea is, if we start over here,</p> | <p style="text-align: right;">Page 20</p> <p>1 of that during this project.</p> <p>2 MR. ALFONSO: Right. Right.</p> <p>3 CHAIRMAN MILLS: Okay.</p> <p>4 MR. ALFONSO: Some of those might be</p> <p>5 shared. We try to avoid -- and I don't think</p> <p>6 there is anywhere there's a shared left turn.</p> <p>7 No. So left turn moves. Right?</p> <p>8 CHAIRMAN MILLS: Okay.</p> <p>9 MR. ALFONSO: So there's no shared left</p> <p>10 turn. There might be a shared right turn.</p> <p>11 CHAIRMAN MILLS: That's fine.</p> <p>12 MR. ALFONSO: But, yeah, people get out</p> <p>13 quick. They don't have to wait for anything</p> <p>14 to get through.</p> <p>15 But I know, I live south of here, so I</p> <p>16 drive through that intersection every day and</p> <p>17 every night. And every time I come out here,</p> <p>18 I drive through that intersection east and</p> <p>19 west, so I know that even without anything, A,</p> <p>20 there's accidents there, more than 23 a year,</p> <p>21 and, B, it's tough even without construction.</p> <p>22 So we're sensitive to that, and I get that.</p> <p>23 I want to thank you all for having us,</p> <p>24 too, by the way. I appreciate the opportunity</p> <p>25 to tell you what's going on.</p>   |

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| <p style="text-align: right;">Page 21</p> <p>1 MR. LEWIS: Absolutely. Thank you for<br/>2 coming.<br/>3 Real quick, you will have a maintenance<br/>4 and traffic plan to re-stripe these, so the<br/>5 work done won't be --<br/>6 MR. ALFONSO: Yes. Yes.<br/>7 MR. LEWIS: Okay. Okay.<br/>8 MR. ALFONSO: We've got at least three<br/>9 different permits for the intersection. So<br/>10 the traffic guys and -- you know, we're<br/>11 county. We're going to -- we live here, too.<br/>12 MR. LEWIS: Sure.<br/>13 MR. ALFONSO: And we own the<br/>14 infrastructure.<br/>15 MR. LEWIS: Right. One silver lining<br/>16 may be, I guess, to -- if the lanes, the turn<br/>17 lanes here, only have so much storage now, if<br/>18 you move it to an actual through lane, you'll<br/>19 have somewhat infinite storage.<br/>20 So if you take away the two lefts, but<br/>21 you're giving to one, there's quite a bit of<br/>22 length there. Right?<br/>23 MR. ALFONSO: There is. That is true.<br/>24 So those people can back up. And, you know, I<br/>25 haven't even thought about that. That's a</p> | <p style="text-align: right;">Page 23<br/>Agenda Page 10</p> <p>1 I'm saying. Right?<br/>2 MR. ALFONSO: Yes. We can hire a<br/>3 consultant, and he'll tell us how to re-time<br/>4 the lights for each of these pieces.<br/>5 CHAIRMAN MILLS: Because the turn lanes<br/>6 have sensors to know when no one's coming to<br/>7 change the light.<br/>8 MR. ALFONSO: Right. And all that is<br/>9 going to get -- not all of it, but a lot of<br/>10 it's going to get disrupted, and we're going<br/>11 to have to redo it, and we're going to have to<br/>12 re-time the lights when we're done.<br/>13 CHAIRMAN MILLS: Okay.<br/>14 MR. ALFONSO: We know that those are<br/>15 things we have to do. And it doesn't go --<br/>16 but if we do this over the summer -- the idea<br/>17 is to start in May and finish in September --<br/>18 we do this over the summer, it's a lot less<br/>19 painful.<br/>20 CHAIRMAN MILLS: How is rainy season<br/>21 going to affect this project?<br/>22 MR. ALFONSO: This work? I mean, you<br/>23 never know how much. How much -- how it<br/>24 affects this work? Probably not too much.<br/>25 It's tunnel work, so --</p>                   |
| <p style="text-align: right;">Page 22</p> <p>1 good point.<br/>2 CHAIRMAN MILLS: Yeah, but will the<br/>3 arrow timing be extended, because it will take<br/>4 longer to go through one lane than two?<br/>5 MR. ALFONSO: So one of the things -- we<br/>6 haven't done it yet -- one of the things we've<br/>7 asked -- so it's a design/build contract.<br/>8 We've asked the design/builder to get somebody<br/>9 to study that and see what the benefit would<br/>10 be.<br/>11 But if -- it's an infinitely long queue,<br/>12 as you just pointed out --<br/>13 MR. LEWIS: Right.<br/>14 CHAIRMAN MILLS: But --<br/>15 MR. ALFONSO: No, this particular left<br/>16 turn isn't that big of a deal, though.<br/>17 CHAIRMAN MILLS: -- but if it's a left<br/>18 turn lane, it doesn't have the sensors in it.<br/>19 How will it know --<br/>20 MR. LEWIS: Well, these loops will be --<br/>21 CHAIRMAN MILLS: Will it be left only in<br/>22 that case?<br/>23 MR. ALFONSO: We'll have to redo the<br/>24 line.<br/>25 CHAIRMAN MILLS: Right? You see what</p>   | <p style="text-align: right;">Page 24</p> <p>1 CHAIRMAN MILLS: Okay.<br/>2 MR. ALFONSO: -- as long as -- you know<br/>3 what I mean -- it's wet down there now.<br/>4 CHAIRMAN MILLS: Okay.<br/>5 MR. ALFONSO: We just have to get rid of<br/>6 the water. But you go down that deep, it's<br/>7 wet. So it's already wet. I don't expect it<br/>8 would hold this part of the work up that much.<br/>9 It might hold up things like restoration<br/>10 and paving and things like that, I think.<br/>11 Other areas, we've got facilities that go with<br/>12 that pump station build, which is out along<br/>13 the channel, and you don't really probably<br/>14 have questions about that. But, you know,<br/>15 it's out of the way and off to the side.<br/>16 It's actually up behind where the west<br/>17 service unit is. If you go up Sheldon Road a<br/>18 little ways -- is it up or down? Yeah, just<br/>19 south of here.<br/>20 MS. WHYTE: Just south.<br/>21 MR. ALFONSO: Yeah, just south of here.<br/>22 If you go to Linebaugh, it's just right across<br/>23 the street on the south of the intersection.<br/>24 CHAIRMAN MILLS: Yeah. Okay. Good.<br/>25 Okay.</p> |

6 (Pages 21 to 24)

RICHARD LEE REPORTING

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| <p style="text-align: right;">Page 25</p> <p>1 MR. ARGUS: Just one quick question.</p> <p>2 Thank you for showing up and giving us this</p> <p>3 presentation.</p> <p>4 MR. ALFONSO: Sure.</p> <p>5 MR. ARGUS: You mentioned putting the</p> <p>6 pipes 20 feet down. What's the normal water</p> <p>7 table level down there? Is it higher than</p> <p>8 that?</p> <p>9 MR. ALFONSO: Oh, yeah. Yeah. I'll</p> <p>10 tell you what. It's just the pipe that we're</p> <p>11 floating. In fact, it's that deep, yeah.</p> <p>12 You're going to reach water in this kind</p> <p>13 of area, eight to ten feet, you're in water.</p> <p>14 MR. ARGUS: Okay. Thank you.</p> <p>15 MR. ALFONSO: You're welcome.</p> <p>16 Anybody else have anything else?</p> <p>17 MR. MENDENHALL: Any questions from the</p> <p>18 board?</p> <p>19 CHAIRMAN MILLS: No.</p> <p>20 MR. MENDENHALL: Thank you very much.</p> <p>21 CHAIRMAN MILLS: We thank all of you for</p> <p>22 being here. I'm guessing that if needed,</p> <p>23 you'll be available between now and May?</p> <p>24 MR. ALFONSO: Absolutely. I gave one of</p> <p>25 my cards here, and I have some more. I can</p> | <p style="text-align: right;">Page 27<br/>Agenda Page 11</p> <p>1 CHAIRMAN MILLS: Okay. So as I said at</p> <p>2 the outset earlier, when the county folks were</p> <p>3 in here for the River Oaks review, obviously</p> <p>4 we've got a number of residents here with us</p> <p>5 this evening for a couple of different topics.</p> <p>6 And you see Doug is doing a head count</p> <p>7 so that we stay under fire department capacity</p> <p>8 and don't get into trouble with over capacity.</p> <p>9 So that's why we're doing this in waves. So</p> <p>10 we appreciate your patience with that.</p> <p>11 I understand that some of you are here</p> <p>12 for an issue on Kingsbridge Avenue. If you'd</p> <p>13 like to make comments, we'd ask that you start</p> <p>14 with your name and address because this</p> <p>15 meeting is being recorded, and we want to</p> <p>16 capture that information for the record.</p> <p>17 MR. MENDENHALL: Yes.</p> <p>18 CHAIRMAN MILLS: Okay. And so with</p> <p>19 that, we'll get through this issue as quickly</p> <p>20 as we can, hear what's on your mind. And then</p> <p>21 I probably can add some comments at the end</p> <p>22 since I probably know a little about this</p> <p>23 project.</p> <p>24 MR. MENDENHALL: Okay. So let's start</p> <p>25 from the back, and we'll work our way forward,</p> |
| <p style="text-align: right;">Page 26</p> <p>1 leave them with you if you'd like.</p> <p>2 CHAIRMAN MILLS: No, that's fine.</p> <p>3 MS. WHYTE: I have it. I'll post it.</p> <p>4 MR. ALFONSO: And certainly, the other</p> <p>5 gentleman --</p> <p>6 MS. WHYTE: I have all your cards at the</p> <p>7 office. You brought them in.</p> <p>8 MR. ALFONSO: You know, we have folks</p> <p>9 that will be communicating.</p> <p>10 CHAIRMAN MILLS: Okay. And thank you</p> <p>11 very much for being out here this early.</p> <p>12 MS. ROBINSON: We'll be posting updates</p> <p>13 on Nextdoor, if you guys use that app.</p> <p>14 The recent traffic update on Sheldon</p> <p>15 Road was posted in Nextdoor, so that will help</p> <p>16 you in staying updated and keeping you</p> <p>17 apprised of what's going on.</p> <p>18 CHAIRMAN MILLS: You got her name?</p> <p>19 MR. ROSS: Michele Robinson.</p> <p>20 CHAIRMAN MILLS: Okay. Thank you very</p> <p>21 much, folks. Good luck.</p> <p>22 Kingsbridge Avenue.</p> <p>23 MS. WHYTE: Okay.</p> <p>24 CHAIRMAN MILLS: Is that it?</p> <p>25 MS. WHYTE: That's it.</p>  | <p style="text-align: right;">Page 28</p> <p>1 if anybody has any questions.</p> <p>2 Sir?</p> <p>3 MR. ROTOLO: I actually have a</p> <p>4 petition here that's signed by some of our</p> <p>5 residents. My name is Derek Rotolo.</p> <p>6 CHAIRMAN MILLS: What's your address,</p> <p>7 Derek?</p> <p>8 MR. ROTOLO: 10102 Kingsbridge Avenue.</p> <p>9 And I would like this to be part of the record</p> <p>10 for the meeting and such. I'll just read the</p> <p>11 document, and then we can maybe go over it if</p> <p>12 you'd like for signatures, to see the</p> <p>13 signatures.</p> <p>14 "We, the undersigned owners of</p> <p>15 Kingsbridge Avenue, would like to petition the</p> <p>16 CDD for clarification of the role of CDD</p> <p>17 supervisors. Long ago, the Westchase</p> <p>18 Homeowners Association worked with us to</p> <p>19 define traffic calming policies and install</p> <p>20 traffic calming devices that have kept our</p> <p>21 street relatively traffic-free for many years.</p> <p>22 Recently CDD supervisor Barbara Griffith</p> <p>23 appointed herself as the spokesperson for</p> <p>24 Kingsbridge and asked the county officials to</p> <p>25 undo the efforts of hundreds of volunteers and</p>   |

1 years of efforts that came before her. We  
 2 would like to enter the following points into  
 3 public record:"  
 4 "The history of our community is such  
 5 that it is the Westchase Community Association  
 6 and their Government Affairs Committee who  
 7 represents the residents of Westchase, not the  
 8 CDD supervisor. All of our HOA officials were  
 9 duly elected to their positions by the  
 10 residents of Westchase and empowered by us  
 11 through out representatives to the county.  
 12 "In our search of the public record, we  
 13 found that no such authority has been granted  
 14 either to the CDD or to Supervisor Barbara  
 15 Griffith by the residents of Westchase. It is  
 16 our understanding that CDD is responsible for  
 17 the maintenance of common areas and common  
 18 elements of the community. It is not the role  
 19 of CDD supervisors to act as liaison or  
 20 interface to county government.  
 21 "CDD supervisors do not have the  
 22 authority to speak on our behalf. We already  
 23 have an HOA and their Government Affairs  
 24 Committee for that function. We would ask  
 25 that Supervisor Barbara Griffith be directed

1 to cease and desist in her efforts to derail  
 2 the traffic calming measures we have fought  
 3 for for so many years. Furthermore, we ask  
 4 that the CDD board of supervisors direct her  
 5 to cease interfering in the government affairs  
 6 of the homeowners association.  
 7 "We want to note for public record that  
 8 we feel well represented by the homeowners  
 9 association and to thank you for your  
 10 consideration of our wishes set forth in in  
 11 this petition.  
 12 "This petition also requests any and all  
 13 copies of correspondence between Ms. Griffith  
 14 and county officials on this or any other  
 15 issue impacting Westchase residents."  
 16 And I have the number of individuals on  
 17 here.  
 18 MR. MENDENHALL: Do you want me to take  
 19 that, for the record?  
 20 MR. ROTOLO: Excuse me?  
 21 MR. MENDENHALL: The petition, for the  
 22 record, I can take that.  
 23 MR. ROTOLO: Yeah.  
 24 MR. MENDENHALL: Thank you.  
 25 MR. ROTOLO: If I can get a copy of

1 that.  
 2 MR. MENDENHALL: Yes. So were there any  
 3 other residents from that village or any other  
 4 residents that would like to comment on this  
 5 topic at this point?  
 6 I'm sorry in the back. I'll get to you  
 7 in a second.  
 8 MALE SPEAKER: No. Let them go. I'll  
 9 go last.  
 10 MR. MENDENHALL: Yes, sir.  
 11 MR. BOBROVETSKI: Hi. My name's Brian  
 12 Bobrovetski. I live on Kingsbridge, on 10104.  
 13 And, you know, the median was in place when I  
 14 moved in there, which was about six years ago.  
 15 And I have a family with young children,  
 16 and I care about -- you know, I don't want it  
 17 to be turned into another Countryway, turned  
 18 into an Autobahn, people, you know, trying to  
 19 hit speed records or anything like that, you  
 20 know.  
 21 So I do have a concern about that for my  
 22 children. And I like the fact that, you know,  
 23 traffic flows easily. I already contend we,  
 24 you know, fight with people that come to the  
 25 school there and parking all over our lawn,

1 hitting our mailboxes and that thing. We  
 2 don't need to make it a through street to add  
 3 to more chaos to that issue already.  
 4 So I believe that the, you know, right  
 5 fix is just to leave it alone. It's not  
 6 really broken. So, you know, my family goes  
 7 all the way around when I have to make a trip  
 8 around. And I come and go from my house  
 9 multiple times a day. So if anybody is  
 10 impacted, it's me and the direct people that  
 11 live on the street.  
 12 I don't really care about impacting the  
 13 other people that I'm going to save them  
 14 additional time or get them home five minutes  
 15 sooner, because at the end of the day, that  
 16 five minutes could be somebody's life or  
 17 whatnot. So I feel it's very important to  
 18 keep it into place.  
 19 MR. MENDENHALL: Thank you. Other  
 20 comments? Sir?  
 21 MR. GOLDSTEIN: Yeah. For the record,  
 22 I'm Rick Goldstein. I'm a member of the Board  
 23 of Directors of the Westchase Community  
 24 Association, I'm a board officer, vice  
 25 president, and I chair government affairs.

1 I just want to just reiterate that  
 2 Westchase speaks with one voice. That voice  
 3 is the WCA. The voice for the WCA is the  
 4 board. The board has designated the  
 5 Government Affairs Committee to act on its  
 6 behalf for all infrastructures involving  
 7 government and governmental entities.  
 8 As the chair, I'm the one that is the  
 9 spokesperson for Government Affairs. I just  
 10 want to make it clear that that one voice and  
 11 the only entity that responds to the board of  
 12 directors is Government Affairs, and as the  
 13 chair, I'm the person that speaks for  
 14 Government Affairs. Thank you.  
 15 CHAIRMAN MILLS: Thank you.  
 16 MR. MENDENHALL: Great. All right.  
 17 Comments from the board? Questions from the  
 18 board?  
 19 CHAIRMAN MILLS: So let me add a little  
 20 bit of disclosure to this, and some of you  
 21 know this. And the gentleman in the back  
 22 probably doesn't know this, so he'll  
 23 appreciate this tidbit of history.  
 24 15 years -- 17 years ago or 20 years ago  
 25 I lived on the Kingsbridge Avenue, and about

1 15 or 16 years ago, spearheaded the  
 2 implementation of that traffic calming. We  
 3 looked at speed bumps, and the people on  
 4 Kingsbridge opposed that.  
 5 There were other options, and we went to  
 6 the county for assistance when they opened the  
 7 middle school because as soon as that school  
 8 opened, twice a day, both ways on Kingsbridge,  
 9 you couldn't even back out of your driveway.  
 10 Okay? So it was a through street, as you  
 11 referred to.  
 12 That process for traffic calming is not  
 13 easily done, and it didn't happen quickly. We  
 14 required a petition to the county, a hearing  
 15 master was assigned to the project, public  
 16 meetings were held, the affected residents  
 17 were defined by the hearing master, and the  
 18 hearing master determined, despite interest by  
 19 other neighborhoods, to be a part of that  
 20 discussion, that only the residents of  
 21 Kingsford were the affected residents for this  
 22 traffic calming process.  
 23 And the threshold for getting something  
 24 done is 75 percent of the residents, which is  
 25 99 out of 132 Kingsford residents, had to sign

1 a petition agreeing to the format that's there  
 2 today.  
 3 Once that was done, it was installed  
 4 temporarily with, you know, rubber bowling  
 5 pins and no concrete to confirm that the  
 6 residents really wanted this before they  
 7 installed a permanent installation that's been  
 8 there now for a long time.  
 9 It has absolutely, in my opinion,  
 10 corrected the issues that were referred to  
 11 here previously, and people can now back out  
 12 of their driveways and be safe.  
 13 Do people come in the wrong way to go to  
 14 the back? Yes. But it did require sheriffs  
 15 department and fire department approval so  
 16 that they were able to gain access in the  
 17 event of an emergency. So an awful lot of  
 18 very stringent requirements were imposed on  
 19 the residents to get that installed.  
 20 And I guess the last couple of things  
 21 I'll say, and then I'll open it up to the  
 22 board is, it's not as easily removed either.  
 23 It will require -- it would require the same  
 24 75 percent threshold of Kingsford only  
 25 residents. The affected residents definition

1 cannot change because it's already  
 2 memorialized in county records.  
 3 The Kingsford residents, 75 percent or  
 4 more, would have to agree to have those  
 5 traffic calming measures removed in order for  
 6 that to happen.  
 7 So with that, the comments based on this  
 8 petition are -- and I guess I would ask our  
 9 district manager, Andy, since Ms. Griffith is  
 10 not here today, to have a conversation with  
 11 her, make her aware of the concerns that have  
 12 been brought forth to this board.  
 13 And then the final thing I'll say, going  
 14 back to the beginning and no different now --  
 15 and Mr. Chesney was a member of that CDD at  
 16 the time. The WCA actually did not support  
 17 that effort initially, but had no say in that  
 18 issue because it was only the affected  
 19 residents of Kingsford that were able to  
 20 engage with the county on that particular  
 21 topic. So it didn't matter whether the WCA  
 22 supported it or didn't support it; they were  
 23 not a party to it.  
 24 The CDD had no position on it because  
 25 they also had no participation or say in the

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| <p style="text-align: right;">Page 37</p> <p>1 matter then and do not now. So this board, to</p> <p>2 my knowledge, is not involved in that process,</p> <p>3 has no say in it even if we wanted to be</p> <p>4 involved, and will remain neutral as they were</p> <p>5 15 years ago when it was installed.</p> <p>6 MR. CHESNEY: Yeah.</p> <p>7 CHAIRMAN MILLS: So --</p> <p>8 MR. CHESNEY: That was very well said.</p> <p>9 So I don't think we need to --</p> <p>10 MR. GOLDSTEIN: We appreciate your hard</p> <p>11 work.</p> <p>12 MR. CHESNEY: Yeah. And I'm not going</p> <p>13 to add any more. But just some people were</p> <p>14 accused of -- what he might be alluding to is</p> <p>15 that it is never -- individual CDD members are</p> <p>16 not to express themselves as having, you know,</p> <p>17 the approval of the CDD, so, I mean, in</p> <p>18 general. And those things are part of our</p> <p>19 education process, and all of us are schooled</p> <p>20 regularly, I guess, about what is proper and</p> <p>21 improper.</p> <p>22 So if there is an issue, we will, as a</p> <p>23 board, address it.</p> <p>24 MS. EDGERLEY: I think that's what we</p> <p>25 were requesting, and I think because she is</p> | <p style="text-align: right;">Page 39<br/>Agenda Page 14</p> <p>1 MS. EDGERLEY: Right.</p> <p>2 CHAIRMAN MILLS: -- privately because of</p> <p>3 the Sunshine Laws, but the district manager</p> <p>4 can do so.</p> <p>5 MR. MENDENHALL: Right. And we've had</p> <p>6 -- I mean, I've managed over 50 other</p> <p>7 districts, and this is definitely not the</p> <p>8 first time something like this comes up,</p> <p>9 because, quite frankly, it's -- you know, the</p> <p>10 CDD, being a CDD supervisor is unique to</p> <p>11 Florida, people come from all over the place,</p> <p>12 and very easy to kind of rehash some of the</p> <p>13 roles, responsibilities, and limitations. So</p> <p>14 it won't be a problem.</p> <p>15 MS. EDGERLEY: Thank you.</p> <p>16 CHAIRMAN MILLS: Now, hopefully that</p> <p>17 addresses your concerns, and if it does, we</p> <p>18 appreciate you guys coming in and making us</p> <p>19 aware of it.</p> <p>20 We're here, you know, every month, so</p> <p>21 feel free to join us anytime, if you have</p> <p>22 nothing to do on a Tuesday afternoon.</p> <p>23 With that, if there are no other</p> <p>24 comments, we would like to move to the next</p> <p>25 subject and keep the head count legal, so --</p> |
| <p style="text-align: right;">Page 38</p> <p>1 new to the board, she probably did not realize</p> <p>2 that, you know, she can use her position on</p> <p>3 this board to try to influence. So she</p> <p>4 probably just didn't know any better.</p> <p>5 CHAIRMAN MILLS: Okay. And that's why I</p> <p>6 asked our district manager to address it.</p> <p>7 MR. MENDENHALL: Yes.</p> <p>8 CHAIRMAN MILLS: I can't -- we can't</p> <p>9 address it with her outside of a meeting</p> <p>10 because of the Sunshine Laws. We are not</p> <p>11 allowed to enter -- and Susan knows this --</p> <p>12 but we're not allowed to interact with each</p> <p>13 other or communicate with each other outside</p> <p>14 of meetings.</p> <p>15 Everything that we discuss as board</p> <p>16 members has to be in the sunshine and during</p> <p>17 public meetings.</p> <p>18 MS. McCORMICK: If it's related to the</p> <p>19 district. Right.</p> <p>20 CHAIRMAN MILLS: If it's related to the</p> <p>21 district. Right. And clearly this is.</p> <p>22 So it would not be appropriate, just</p> <p>23 from an expectation standpoint, perhaps, for</p> <p>24 any of us or myself to address this with</p> <p>25 Ms. Griffith --</p>            | <p style="text-align: right;">Page 40</p> <p>1 MS. EDGERLEY: Thank you.</p> <p>2 CHAIRMAN MILLS: Thanks, folks.</p> <p>3 MR. CHESNEY: I'm sorry for the trouble.</p> <p>4 MS. WHYTE: The question is, we're not</p> <p>5 going to be able to get all of those in under</p> <p>6 the 28. How do you want to handle it?</p> <p>7 CHAIRMAN MILLS: All right. Well, let's</p> <p>8 do what we can and --</p> <p>9 MS. WHYTE: Mr. Marks is going to come</p> <p>10 in and speak on behalf of the group, because</p> <p>11 Jeff had already addressed it, but we can't</p> <p>12 fit 28 --</p> <p>13 MALE SPEAKER: That was a golf</p> <p>14 tournament. I'm sorry.</p> <p>15 CHAIRMAN MILLS: Okay. So good</p> <p>16 afternoon. This is the third wave of issues</p> <p>17 that we're addressing here this afternoon.</p> <p>18 And what we've done for safety purposes</p> <p>19 is done this in waves because of the fire</p> <p>20 department capacity of this building. We</p> <p>21 don't want to create a safety issue or put</p> <p>22 anybody in jeopardy.</p> <p>23 And so we are now at the subject of the</p> <p>24 golf course, which I assume is what you're</p> <p>25 here for. I will open with a couple of</p>  |

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| <p style="text-align: right;">Page 41</p> <p>1 comments, and then turn it back over to our</p> <p>2 district manager to facilitate.</p> <p>3 But, you know, the first thing I'll say</p> <p>4 is that after almost 20 years of living here</p> <p>5 it's amazing when something gets people's</p> <p>6 attention, all of a sudden you do actually</p> <p>7 live here and show up at meetings.</p> <p>8 I thought earlier today, we had a budget</p> <p>9 meeting -- series of budget meetings this</p> <p>10 summer, and for the final budget meeting, when</p> <p>11 we turned for audience comments for approval,</p> <p>12 there was not a single person in this room to</p> <p>13 offer any audience comments on a pretty</p> <p>14 substantial budget process, so --</p> <p>15 MALE SPEAKER: We trusted you.</p> <p>16 CHAIRMAN MILLS: We appreciate that. We</p> <p>17 appreciate that people do pay attention to</p> <p>18 what's going on in the community. There have</p> <p>19 been a number of issues over the 20 years I've</p> <p>20 lived here that have garnered this kind of</p> <p>21 attention and rallied the troops, so to speak,</p> <p>22 and that's, you know -- you live here, you're</p> <p>23 part of the community and should be a</p> <p>24 participant in it.</p> <p>25 We actually wish there were more</p> | <p style="text-align: right;">Page 43<br/>Agenda Page 15</p> <p>1 MR. CHESNEY: I might do it in</p> <p>2 conjunction with Brian here.</p> <p>3 So at our November board meeting, Brian</p> <p>4 asked me to investigate the possibility, he</p> <p>5 heard the golf course was for sale, and so I</p> <p>6 investigated whether or not it was for sale</p> <p>7 and the particulars about it.</p> <p>8 As part of that idea -- and I briefly</p> <p>9 read some of the comments, and I spent a lot</p> <p>10 of time on the phone today with a lot of</p> <p>11 different residents, so I understand some of</p> <p>12 the comments.</p> <p>13 At the beginning, there was multiple</p> <p>14 ideas out there as far as how that transaction</p> <p>15 would take place, and some of them involved</p> <p>16 the park. And we have a memo that will be</p> <p>17 made available to the WOW, and I'm sure the</p> <p>18 WOW will post where we had our engineer,</p> <p>19 StanTech, review the possibility of creating</p> <p>20 park space and things like that.</p> <p>21 MALE SPEAKER: What park are you talking</p> <p>22 about?</p> <p>23 MR. CHESNEY: Just there is some</p> <p>24 suggestions at the November board meeting that</p> <p>25 I gathered from residents about things to do</p> |
| <p style="text-align: right;">Page 42</p> <p>1 participation so it doesn't always fall to the</p> <p>2 same busload of people. But for those of you</p> <p>3 who are going to make comments today, in the</p> <p>4 interest of everyone's time and respect for</p> <p>5 that, if it's a duplication of what was just</p> <p>6 said, then we can kind of move it along a</p> <p>7 little bit.</p> <p>8 I understand that somebody may do a --</p> <p>9 may be a spokesperson. If you do speak, we</p> <p>10 are on the record, so I would ask you open up</p> <p>11 with your name and address before you start</p> <p>12 your remarks, and we'll kind of go from there.</p> <p>13 Let's hear a little bit about what you</p> <p>14 have on your mind first, and then I think</p> <p>15 we've got some clarification information and</p> <p>16 things that we can address after we hear the</p> <p>17 flavor of where everyone's at. Right? Is</p> <p>18 that fair?</p> <p>19 MALE SPEAKER: Could we just know what's</p> <p>20 going on? Could you tell us what's going on</p> <p>21 so we don't have to worry about what else is a</p> <p>22 mistruth? Can you tell us the truth of what's</p> <p>23 happening?</p> <p>24 CHAIRMAN MILLS: Sure. Do you want to</p> <p>25 take that?</p>  | <p style="text-align: right;">Page 44</p> <p>1 with the golf course. I apologize. I'm not</p> <p>2 being very clear. And one of them was a park.</p> <p>3 And I think that some of the comments that I</p> <p>4 saw and have heard were concerning that.</p> <p>5 I will tell you that our very brief</p> <p>6 amount of research -- this is really only been</p> <p>7 going on a brief amount of time -- that that</p> <p>8 is not a consideration. It's not been</p> <p>9 anything.</p> <p>10 There was the owner of the golf course</p> <p>11 had approached us -- I wouldn't say</p> <p>12 "approached us"; had communicated about --</p> <p>13 about a plan that would do that, but we have</p> <p>14 not -- first of all, we haven't entered into</p> <p>15 anything. But he is not interested in</p> <p>16 pursuing anything other than keeping the golf</p> <p>17 course or possibly selling us the golf course,</p> <p>18 meaning the CDD, and it remaining a golf</p> <p>19 course. So that is -- that's really it.</p> <p>20 MR. TITEN: So could I just ask --</p> <p>21 MR. CHESNEY: Sure. You can ask</p> <p>22 anything you like.</p> <p>23 CHAIRMAN MILLS: State your name and</p> <p>24 address, please.</p> <p>25 MR. TITEN: Okay. I am Edward Titen,</p>                         |

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| <p style="text-align: right;">Page 45</p> <p>1 and I live at 10409 Greenhedges in the Greens.</p> <p>2 Okay?</p> <p>3 CHAIRMAN MILLS: Okay.</p> <p>4 MR. TITEN: From what was sent in an</p> <p>5 email to me, they said that you all were</p> <p>6 planning on approving a letter of intent</p> <p>7 today. Is that true? Is there really a</p> <p>8 letter of intent already drafted?</p> <p>9 MR. CHESNEY: No, there is not a letter</p> <p>10 of intent already drafted. There is not a</p> <p>11 letter of intent drafted. A rough draft, I</p> <p>12 have provided a sample letter of intent to our</p> <p>13 attorney, if that's what you're getting at.</p> <p>14 MR. TITEN: Yeah.</p> <p>15 MR. CHESNEY: So I -- Chris probably --</p> <p>16 MR. BARRETT: My concern is, is that my</p> <p>17 reporting, which Rick had said some people had</p> <p>18 doubted, I just wanted everyone here to know</p> <p>19 that my reporting on Westchase Neighborhood</p> <p>20 News, the WOW, a lot of it is based on</p> <p>21 conversations that have been ongoing, and</p> <p>22 things have shifted in just even the last 24</p> <p>23 hours.</p> <p>24 MR. CHESNEY: Yeah. And I'll tell you,</p> <p>25 it is our --</p> | <p style="text-align: right;">Page 47<br/>Agenda Page 16</p> <p>1 MR. MATISOFF: I understand it has a</p> <p>2 lease. What are the terms of that lease? Can</p> <p>3 it be violated?</p> <p>4 MR. CHESNEY: Sure. I'm -- okay. I'm</p> <p>5 going to -- I don't want to -- the golf course</p> <p>6 currently is owned by the same owner that's</p> <p>7 had it for -- since 2004. If I make a</p> <p>8 mistake, it's all coming from my head.</p> <p>9 He, last year, leased it to a private</p> <p>10 company, I believe Green Point Partners, and</p> <p>11 they are operating it in the hope of making</p> <p>12 it, you know, more profitable. So that's the</p> <p>13 extent of that.</p> <p>14 Now, I don't have -- while I do have</p> <p>15 access to some financial information, that has</p> <p>16 just been -- I don't have -- first of all, I</p> <p>17 don't have any recollection of what the</p> <p>18 financial information -- I'm not really -- I</p> <p>19 don't feel really -- I'm looking at you. I</p> <p>20 mean, I really can't share financial</p> <p>21 information from a private company, I guess.</p> <p>22 MR. MATISOFF: Well, the reason I asked</p> <p>23 is, in other words, the owner entered into a</p> <p>24 legal arrangement.</p> <p>25 Now, I'm not an attorney -- there are</p> |
| <p style="text-align: right;">Page 46</p> <p>1 (Multiple speakers speaking at once.)</p> <p>2 MR. CHESNEY: I just wanted to -- I've</p> <p>3 being doing this for a while.</p> <p>4 So just so you know, it is our intent --</p> <p>5 or I shouldn't use that word -- it is our</p> <p>6 purpose that we will have an agenda item to</p> <p>7 consider making an offer for the golf course</p> <p>8 at a meeting, but that has not been scheduled</p> <p>9 as of yet.</p> <p>10 And I'm looking over at our staff</p> <p>11 because they're the ones responsible for doing</p> <p>12 that. It might be a continuation of this</p> <p>13 meeting, it might be a subsequent meeting,</p> <p>14 like our February meeting. I don't want to be</p> <p>15 misleading.</p> <p>16 MR. MATISOFF: Yeah. Dave Matisoff,</p> <p>17 12123 Glenclyff Circle.</p> <p>18 You're sort of skipping over a lot of</p> <p>19 stuff, which maybe people know, maybe they</p> <p>20 don't.</p> <p>21 MR. CHESNEY: Sure.</p> <p>22 MR. MATISOFF: Maybe I'm ignorant, but</p> <p>23 what's the status now of the golf course vis a</p> <p>24 vis the owner versus the leasing company?</p> <p>25 MR. CHESNEY: Sure.</p>                           | <p style="text-align: right;">Page 48</p> <p>1 some attorneys here, but -- so he entered into</p> <p>2 a legal arrangement with some partner a year</p> <p>3 ago -- only a year ago.</p> <p>4 So isn't it important to know exactly</p> <p>5 what's in that lease?</p> <p>6 MR. CHESNEY: Yeah. We have a copy of</p> <p>7 it.</p> <p>8 MR. MATISOFF: You have a copy of it.</p> <p>9 Okay. So can you share what does it say? In</p> <p>10 other words, is it a five-year lease that</p> <p>11 can't be broken? What are the terms of the</p> <p>12 lease? In other words, can he sell this</p> <p>13 property with a lease --</p> <p>14 MR. CHESNEY: I'll answer it.</p> <p>15 MR. MATISOFF: Yes.</p> <p>16 MR. CHESNEY: That, I think he'd be</p> <p>17 comfortable with. You stop me if --</p> <p>18 MS. McCORMICK: Well, I mean, with</p> <p>19 respect to giving any legal analysis of what</p> <p>20 the ability would be to assign that lease,</p> <p>21 that's not been done.</p> <p>22 MR. CHESNEY: Yeah, that has not been</p> <p>23 done, whether or not the lease can be</p> <p>24 assigned. That is -- that is something that</p> <p>25 would happen if the board decided to make an</p>  |



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| <p style="text-align: right;">Page 49</p> <p>1 offer for the golf course.</p> <p>2 But the -- on the assignability, I will</p> <p>3 tell you that the owner does believe that the</p> <p>4 lease is assignable.</p> <p>5 MR. MATISOFF: Okay.</p> <p>6 MR. DE ALMENARA: So I'm Sebastian</p> <p>7 De Almenara, 10412 Greenmont Drive in the</p> <p>8 Greens.</p> <p>9 MR. CHESNEY: Yes.</p> <p>10 MR. DE ALMENARA: How is the board</p> <p>11 thinking that you're going to pay for it?</p> <p>12 MR. CHESNEY: Sure. Well, the CDD isn't</p> <p>13 much different than when I took over the CDD a</p> <p>14 long, long time ago -- or not took over, but</p> <p>15 became part of the CDD a long time ago.</p> <p>16 We have -- I believe we have the</p> <p>17 financial resources to pay for it. We've had</p> <p>18 some discussions with our bank. We have a</p> <p>19 banking relationship with a local community</p> <p>20 bank here. They do not see any problem with</p> <p>21 the purchase. And in our initial analysis --</p> <p>22 which, like I said, this is very, very new, so</p> <p>23 I'm going to have Erin stop me if I start to</p> <p>24 go too far.</p> <p>25 But in our initial analysis, we do not</p>  | <p style="text-align: right;">Page 51<br/>Agenda Page 17</p> <p>1 If you also read in Chris' article, what</p> <p>2 we're talking about is we have a certain</p> <p>3 capital budget each year, and the</p> <p>4 anticipated -- and right now, we're still in</p> <p>5 a deficit for it -- but our anticipated future</p> <p>6 surplus is around three hundred forty, three</p> <p>7 hundred fifty thousand dollars.</p> <p>8 Now, I will say that that -- now, that</p> <p>9 number changes. If our landscape contract</p> <p>10 comes in higher, obviously, that's the same</p> <p>11 level of surplus. So, I mean, it is still a</p> <p>12 financial impact to the community potentially.</p> <p>13 MR. DE ALMENARA: And, just for the</p> <p>14 record -- I'm sorry -- I have to finish my last</p> <p>15 question.</p> <p>16 MR. CHESNEY: Sure.</p> <p>17 MR. DE ALMENARA: It seems like you guys</p> <p>18 are still very early in the process, very</p> <p>19 confused, there's a lot of things that are not</p> <p>20 very clear.</p> <p>21 Can you please clarify something for us?</p> <p>22 What is the process? I mean, is this going to</p> <p>23 be something that we're going to forget about,</p> <p>24 and then all of a sudden it's going to be</p> <p>25 done and that's it, or there's going to be</p> |
| <p style="text-align: right;">Page 50</p> <p>1 think that there would be any change in the</p> <p>2 assessments to any property owners based upon</p> <p>3 the purchase of the golf course.</p> <p>4 MR. DE ALMENARA: Well, that's great.</p> <p>5 However, I heard through reading in the WOW</p> <p>6 and some other emails that have been</p> <p>7 circulating that some of the funds you guys</p> <p>8 are thinking about is some of my CDD</p> <p>9 assessment money, supposed to go down, I</p> <p>10 believe, this year in the Greens, to use part</p> <p>11 of that money, and I guess reassess that</p> <p>12 later. Is that true or --</p> <p>13 MR. CHESNEY: Well, that -- no. That</p> <p>14 was -- I think -- I read that part, too, and</p> <p>15 that's -- and I don't want to throw Chris</p> <p>16 under the bus because he wrote it, but it</p> <p>17 could be a little misleading.</p> <p>18 What he is indicating is that some of</p> <p>19 the neighborhoods are having their debt</p> <p>20 service retired. We would not add any</p> <p>21 additional debt service, and that payment</p> <p>22 would still go away. So when I'm talking</p> <p>23 about there would no change in the</p> <p>24 assessments, I'm talking about still the</p> <p>25 operating assessment.</p> | <p style="text-align: right;">Page 52</p> <p>1 meetings done? Can you --</p> <p>2 MR. CHESNEY: Sure.</p> <p>3 MS. McCORMICK: Let me just --</p> <p>4 MR. DE ALMENARA: -- can you kind of</p> <p>5 carve out the process for me?</p> <p>6 MS. McCORMICK: Let me just say, at this</p> <p>7 point, as I think Greg had mentioned, or Jim</p> <p>8 had mentioned, that there was some discussion</p> <p>9 of this at the November meeting.</p> <p>10 CHAIRMAN MILLS: Just let me interrupt</p> <p>11 you for a second. For the benefit of the</p> <p>12 room, Erin is our legal counsel.</p> <p>13 MS. McCORMICK: Yes. Sorry. Sorry.</p> <p>14 But what I would anticipate is that the</p> <p>15 board would probably have an agenda item that</p> <p>16 would be posted on the website for the</p> <p>17 district for purposes of, you know, more fully</p> <p>18 discussing the purchase of the golf course,</p> <p>19 and then if there were going to be any action</p> <p>20 as far as doing a letter of intent to the</p> <p>21 seller to purchase the golf course or doing a</p> <p>22 purchase and sales agreement, that would also</p> <p>23 be identified on the agenda on the website,</p> <p>24 and then there would an opportunity at one of</p> <p>25 these CDD meetings for any members of the</p>              |

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| <p style="text-align: right;">Page 53</p> <p>1 community to come in and discuss that.</p> <p>2 And the board also has the option of,</p> <p>3 you know, setting up any meetings that it</p> <p>4 would want to or taking other opportunities</p> <p>5 for public comments. But this would all be</p> <p>6 done in the sunshine at a public meeting.</p> <p>7 So at this point, Greg's basically been</p> <p>8 acting as a fact finder with respect to the</p> <p>9 seller to get information.</p> <p>10 But as we were talking about on another</p> <p>11 item, any formal action that will be taken</p> <p>12 regarding the golf course would have to be by</p> <p>13 this board as formal action. So it's not</p> <p>14 something that would be done outside of the</p> <p>15 public.</p> <p>16 MR. FRALEIGH: Can the board --</p> <p>17 CHAIRMAN MILLS: Just a minute, sir.</p> <p>18 We'll get to you in one second. You're next,</p> <p>19 hold on.</p> <p>20 And to follow up on what Erin said --</p> <p>21 and, again, I appreciate the passion around</p> <p>22 this. I understand it. I also live on the</p> <p>23 golf course. Right?</p> <p>24 So the one question I've heard a couple</p> <p>25 times now -- this specific issue is not on</p>  | <p style="text-align: right;">Page 55<br/>Agenda Page 18</p> <p>1 taken.</p> <p>2 Ma'am, you're next. Name and address,</p> <p>3 please.</p> <p>4 MS. FARLEY: Edith Farley, 12017</p> <p>5 Brewster Drive.</p> <p>6 Okay. There wasn't any provision to</p> <p>7 keep this a golf course when it was first</p> <p>8 installed?</p> <p>9 MALE SPEAKER: Yes, there was.</p> <p>10 MS. FARLEY: There was. What happened</p> <p>11 to that? To always keep it a golf course.</p> <p>12 MALE SPEAKER: It was sold --</p> <p>13 CHAIRMAN MILLS: Hold on, sir, please.</p> <p>14 Erin?</p> <p>15 MS. McCORMICK: I was just going to say</p> <p>16 as part of -- I mean, if the board enters into</p> <p>17 some sort of agreement with the seller to do</p> <p>18 its due diligence, that's going to have to be</p> <p>19 fully vetted. There are a good -- many, many</p> <p>20 issues that will have to be researched.</p> <p>21 MS. FARLEY: Well, the reason I ask,</p> <p>22 because I've been a resident of Westchase for</p> <p>23 about 17 years, and I know the golf course is</p> <p>24 well played all the time, and I know it's been</p> <p>25 a loser money-wise for a long, long time.</p>  |
| <p style="text-align: right;">Page 54</p> <p>1 today's agenda, so, therefore, no action will</p> <p>2 be taken by this board today on this matter,</p> <p>3 and we're going to talk more about that in a</p> <p>4 second as to how we're going to handle that.</p> <p>5 But to your point, sir, my expectation</p> <p>6 would be that if the board decides to move</p> <p>7 forward in any way, shape, or form with a</p> <p>8 letter of intent or a purchase sale agreement</p> <p>9 or anything else, there's been a pretty</p> <p>10 lengthy time period for due diligence that's</p> <p>11 beginning to take shape that would allow us to</p> <p>12 have public meetings, public input, us do our</p> <p>13 research and homework.</p> <p>14 At the end of the process, either it's</p> <p>15 something that we do, that we do as a</p> <p>16 community, or we don't do -- what we don't do</p> <p>17 as a community, and would have to flush out</p> <p>18 all those options and variables. Right?</p> <p>19 Okay?</p> <p>20 And so there's a lot more that's going</p> <p>21 to come, as Mr. Chesney has indicated. This</p> <p>22 has only been a few weeks, and that includes</p> <p>23 during the holidays. So we're kind of in a</p> <p>24 very, very preliminary stage. Nothing has</p> <p>25 been decided, nothing -- no action has been</p> | <p style="text-align: right;">Page 56</p> <p>1 Okay? And so Nick is trying to unload it.</p> <p>2 Everybody gets that. We understand.</p> <p>3 And he's trying to probably unload it to</p> <p>4 a developer. He would have done that already</p> <p>5 if there wasn't some kind of provision that's</p> <p>6 preventing him from doing that. And so we</p> <p>7 kind of think that the prevention is that you</p> <p>8 guys want to buy it, so you all can say, "Hey,</p> <p>9 it's a loser," and then flip it over as parks</p> <p>10 and recreation. And -- you know what I mean?</p> <p>11 That's what we're worried about.</p> <p>12 It's like you own it for a few years, it</p> <p>13 loses money, and then you go back to the</p> <p>14 homeowners and say, "It's a loser, we can't</p> <p>15 do it, we need to turn it into a park."</p> <p>16 MR. CHESNEY: Yeah. Let me address</p> <p>17 that.</p> <p>18 First of all, there's been no discussion</p> <p>19 like that. Like I said, there was a very --</p> <p>20 one of the discussions with the owner involved</p> <p>21 some development. Now, we have not --</p> <p>22 obviously there are zoning laws and things</p> <p>23 like that. I mean, it's currently zoned as a</p> <p>24 golf course.</p> <p>25 MS. FARLEY: But who can change the</p> |

1 zoning? Is that what it is?  
 2 MR. CHESNEY: Yeah. I'm trying to put  
 3 -- we don't want to change the zoning at all.  
 4 There's no intent here. I guess the way --  
 5 the way --  
 6 MS. FARLEY: Nick wants to change the  
 7 zoning?  
 8 MR. CHESNEY: No. No. I'm not going to  
 9 put words in anyone's mouth.  
 10 I would think the best way to think of  
 11 the possible transaction and the way we -- and  
 12 I don't want to speak fully for the board  
 13 because we haven't made an actual resolution.  
 14 Most of the discussion has been our  
 15 interest in purchasing the golf course is to  
 16 retain an asset within the community that we  
 17 view it as helping to maintain the property  
 18 values in the community as a golf course. If  
 19 we let it go down -- I mean, I'm very familiar  
 20 with a lot of communities and a lot of private  
 21 clubs.  
 22 MS. FARLEY: Like Tampa Palms. Yeah,  
 23 got it.  
 24 MR. CHESNEY: Yeah. So our concern for  
 25 purchasing it, and that was discussed in our

1 November meeting when we made the motion to  
 2 have me look at this, is that we were  
 3 concerned that if the golf course -- the golf  
 4 course owner, I'm going to throw him under the  
 5 bus here, he's getting older, and to create  
 6 some stability for the golf course, because  
 7 that would be a potential problem within the  
 8 community.  
 9 Now, I understand what you're talking  
 10 about is we're not aware of any magic --  
 11 there's no magic agreement that we're aware of  
 12 that says it has to remain --  
 13 MS. FARLEY: Why can't we find that out?  
 14 MR. HIRSCH: No, that's where you're  
 15 wrong. That's where you're wrong.  
 16 MR. CHESNEY: Well, hold on. I mean, we  
 17 don't know, but I mean --  
 18 MS. McCORMICK: We don't know. Right.  
 19 MR. CHESNEY: We don't know. I think  
 20 that's the best way to say it.  
 21 MR. HIRSCH: That's absolutely wrong.  
 22 CHAIRMAN MILLS: Name and address,  
 23 please, sir.  
 24 MR. HIRSCH: My name's Larry Hirsch,  
 25 12011 Brewster Drive, Harbor Links.

1 Correct me if I'm wrong. I think there  
 2 has been three owners since the beginning?  
 3 MR. CHESNEY: Yes.  
 4 MR. HIRSCH: Three owners. Okay.  
 5 Now, when a golf course -- and a golf  
 6 course was both sold to me as well as  
 7 guaranteed by the original owner that this  
 8 would remain a golf course, because that's why  
 9 we bought. And there were certain agreements  
 10 that were passed around, particularly on my  
 11 end, where I live, where there were easement  
 12 notices -- waivers of easement notices that we  
 13 passed around, so golfers could go on  
 14 properties and hit their golf balls.  
 15 Unfortunately, for my sake, I didn't  
 16 sign the waiver, and I had somebody come up to  
 17 my lanai and just destroy it.  
 18 But what I'm saying to you is that --  
 19 and how long -- and how long have -- since  
 20 you're the legal counsel, how long have you  
 21 either lived here or have been or know about  
 22 this area?  
 23 MS. McCORMICK: Well, I --  
 24 MR. CHESNEY: You've been our lawyer for  
 25 almost 16 years?

1 MS. McCORMICK: Yes. Since the '90s.  
 2 MR. HIRSCH: So I would say go back to  
 3 the original agreement, and unless -- and I  
 4 was never notified -- but unless there is  
 5 something that is different from what I have  
 6 been told and what I perceive, that the  
 7 original agreement is grandfathered to each  
 8 owner, and so -- and I've got to tell you  
 9 this, that while -- and I'll be the first one  
 10 to admit it. I'm guilty, I haven't been to  
 11 meetings.  
 12 But meetings that take issues on how  
 13 this place is being run and the money that  
 14 goes for it to be run, we have -- we have  
 15 people that represent each of our people that,  
 16 at least in my district, Nancy Sells does an  
 17 incredible job of keeping us informed.  
 18 What golf course do you live on?  
 19 CHAIRMAN MILLS: Westchase.  
 20 MR. HIRSCH: You live on Westchase?  
 21 CHAIRMAN MILLS: Yeah.  
 22 MR. HIRSCH: Okay. So you weren't --  
 23 when did you move here?  
 24 CHAIRMAN MILLS: I've lived here 20  
 25 years. I've lived on the golf course for two.

1 MR. HIRSCH: Okay. When I moved in here  
2 in 1996, when I signed my lease -- signed my  
3 contract, I was told that the golf course was  
4 here -- we understand that there is a  
5 perception about real estate.

6 Now, real estate, if you're going to  
7 sell your property, you either have to have it  
8 near water or on a golf course. And in my  
9 case, I live on the 11th hole, so I have a  
10 pond. And we went through the whole thing  
11 with the schools and the zoning, and  
12 construction or not construction on the  
13 conservative -- on keeping places that have  
14 trees that shouldn't be touched as other  
15 places were being built. So issues were  
16 turned around.

17 I think what you people weren't prepared  
18 for is what everybody, I would say, similarly  
19 or in every way, is here and will be at  
20 further meetings going forward because it not  
21 only represents and touches the community, but  
22 it touches each and every one of us  
23 personally, it's our investment, it's our way,  
24 that's why we moved here.

25 So when a new owner is going to come in

1 here and buy the golf course, that's great.  
2 But you don't run the golf course the same way  
3 the previous three people did that went down  
4 the drain. You try and create ways that's  
5 going to make this golf course work.

6 Would you like a suggestion?

7 MR. CHESNEY: Well, it might be a little  
8 premature, but -- but -- but I will say that I  
9 think we're on the same page. I mean, our  
10 interest is preserving the values of the homes  
11 in Westchase, so I think we're on the same  
12 side.

13 MR. HIRSCH: If you're not going to do  
14 it, when we got informed that the possibility  
15 that the CDD, who -- and, again, I'm only  
16 telling you what I read -- is going to get  
17 this thing for a song and a dance and seek  
18 parks -- and seek construction of a park or  
19 condominiums.

20 MR. CHESNEY: No.

21 MR. HIRSCH: Well, it's your -- you're  
22 the owner.

23 MR. CHESNEY: Yeah.

24 MR. HIRSCH: Okay. You can supposedly  
25 do everything you want, but that's not how we

1 have been presented here. And that's why  
2 you're going to get the kind of reaction --

3 MR. CHESNEY: Well, I think that's why  
4 we're having these meetings, because in  
5 reality, our purpose as what we voted on in  
6 November was to look into it because we want  
7 to help preserve the values of the homes in  
8 Westchase for all the residents, whether they  
9 live on the golf course or not.

10 MR. HIRSCH: Can I ask Mr. Barrett a  
11 question?

12 Mr. Barrett, you're a reporter. Right?

13 MR. BARRETT: Uh-huh.

14 MR. HIRSCH: Okay.

15 MR. BARRETT: And I've actually been  
16 present for most of it, and I'll tell you  
17 there has never been any discussion about the  
18 CDD acquiring this land and turning it into  
19 townhomes or condominiums.

20 MR. HIRSCH: But I'm not asking you  
21 that. What I'm asking you about is, when we  
22 get emails, that, quote, crisis of what this  
23 thing is going for -- all right? -- and why  
24 it's going for and how it's going to come  
25 about, it's broken down into different

1 categories, for a person like myself, that  
2 doesn't represent something that's been going  
3 on for a couple of weeks. All right?

4 That's something that has taken time and  
5 people to put that kind of thing -- now, if  
6 that's false reporting or fake news or  
7 anything like that --

8 MR. CHESNEY: Well, I appreciate that --  
9 I thought I did kind of a half -- a half -- or  
10 I don't want to say "half assed" -- but job,  
11 so -- but I appreciate that. No. It was --  
12 the first meeting we had is --

13 MR. BARRETT: Could I address that?

14 MR. CHESNEY: Yes.

15 MR. BARRETT: The first time I have  
16 heard anything -- and they have to operate in  
17 the sunshine, so they're not allowed, unlike  
18 the WCA board who can talk privately about  
19 things, they have to have all their  
20 conversations about the CDD business here in  
21 this room in front of me, in front of anyone  
22 who attends.

23 The first time this ever came up was at  
24 their November meeting. And we covered it in  
25 the WOW, and it was really a very brief

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| <p style="text-align: right;">Page 65</p> <p>1 conversation where Brian said, "Hey, we should<br/>2 look into this; I heard it's for sale." And<br/>3 so the board asked Greg to look into it.<br/>4 Subsequent to that, there has only been<br/>5 one meeting that I'm aware of between -- well,<br/>6 there's a tour, Ruben Collazo, the WCA<br/>7 president and Greg --<br/>8 MR. CHESNEY: And our engineer.<br/>9 MR. BARRETT: -- and their engineer went<br/>10 on a tour of the golf course, and then I<br/>11 believe Greg and Ruben sat down for -- a<br/>12 lunch?<br/>13 MR. CHESNEY: A lunch.<br/>14 MR. BARRETT: -- a lunch with the owner,<br/>15 Nick Neubauer. And what they have, the<br/>16 financials that I've referred to, at least, in<br/>17 my coverage in which they talked about were<br/>18 handed to them by another company that had<br/>19 looked at the golf course to determine what<br/>20 would be needed to make it profitable and what<br/>21 was its kind of current value. And that's<br/>22 where that information comes from.<br/>23 So that all that information that you're<br/>24 referring to actually had been put together by<br/>25 Mr. Neubauer himself in the previous year when</p> | <p style="text-align: right;">Page 67<br/>Agenda Page 21</p> <p>1 MR. FRALEIGH: And it's 12018 Marblehead<br/>2 Drive.<br/>3 CHAIRMAN MILLS: Thank you. Okay.<br/>4 MR. MARKS: Yeah, appreciate it.<br/>5 CHAIRMAN MILLS: Name and address.<br/>6 MR. MARKS: Todd Marks, 10405 Greenmont<br/>7 Drive. And I'm in Westchase Law, Westchase<br/>8 Title here in Westchase.<br/>9 And so just to clarify, there's no<br/>10 preclusion or there's no agreement as to<br/>11 whether the owner, the current owner, is<br/>12 precluded from selling to a third party?<br/>13 MS. McCORMICK: No.<br/>14 MR. MARKS: So we don't know that?<br/>15 That's what you're saying? We don't know<br/>16 whether he's precluded from selling to anyone<br/>17 or everyone?<br/>18 MS. McCORMICK: We don't -- we have not<br/>19 investigated that, no. And we haven't done a<br/>20 title search of the golf course property that<br/>21 would show a recorded restriction related to<br/>22 that.<br/>23 MR. MARKS: Okay. So the way I see this<br/>24 is -- I appreciate the board's effort to<br/>25 examine -- or at least, based on reporting,</p>  |
| <p style="text-align: right;">Page 66</p> <p>1 he was trying to market the course when he was<br/>2 trying to sell the course.<br/>3 So that part of the due diligence that<br/>4 you would think would take many, many -- was<br/>5 already present and literally handed to them.<br/>6 I don't know if that helps at all.<br/>7 MR. HIRSCH: Well, it doesn't. You want<br/>8 to know why? Because in print -- and I think<br/>9 a lot of people are under the assumption that<br/>10 there has been a bid, and the bid is far<br/>11 less -- it's far less --<br/>12 MR. FRALEIGH: No. No.<br/>13 CHAIRMAN MILLS: Hold on. Hold on.<br/>14 Hold on.<br/>15 MR. FRALEIGH: I want to hear what Todd<br/>16 has to say as a real estate guy and as<br/>17 possibly our District One --<br/>18 CHAIRMAN MILLS: Sir?<br/>19 MR. FRALEIGH: -- Council Member.<br/>20 CHAIRMAN MILLS: Sir, if anyone speaks,<br/>21 will you please start with your name and<br/>22 address.<br/>23 MR. FRALEIGH: All right. My name is<br/>24 Paul Fraleigh, Harbor Links.<br/>25 CHAIRMAN MILLS: Address, please.</p>   | <p style="text-align: right;">Page 68</p> <p>1 as much as I want to call Barrett fake news,<br/>2 you know, it's pretty good coverage.<br/>3 My perspective is, most people here are<br/>4 here because they don't want, for example, the<br/>5 cul-de-sac turned into an extension of the<br/>6 road to townhomes on hole number whatever<br/>7 because the value of their house will suddenly<br/>8 go down or plummet.<br/>9 So we can all agree that that's the goal<br/>10 here, is that we're trying to manage what's<br/>11 happening and, you know, preclude some third<br/>12 party, who, by the way, I think she left, the<br/>13 madam who asked the question about zoning --<br/>14 and it's clearly going to go to the county on<br/>15 a zoning issue if it were to be the case that<br/>16 it was sold to a third party.<br/>17 If it were sold to a third party, I<br/>18 would be stunned if it were \$4,000,000 on a<br/>19 privately held mortgage over 15 years or<br/>20 whatever the terms were.<br/>21 So I think if the CDD could pull it off<br/>22 at that level, I think would be perfection for<br/>23 the community to maintain what -- what we all<br/>24 know and love about Westchase.<br/>25 Like, for example, when I moved here in</p> |

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| <p style="text-align: right;">Page 69</p> <p>1 '05, you know, the greenery, especially down</p> <p>2 at the corner or in the middle of the road, or</p> <p>3 just kind of the uniqueness of Westchase, is</p> <p>4 unique for a reason.</p> <p>5 So I'm not saying I'm happy about being</p> <p>6 overassessed for park improvements and having</p> <p>7 a little slush fund there to pay for a</p> <p>8 mortgage.</p> <p>9 MR. CHESNEY: I wouldn't call it a slush</p> <p>10 fund.</p> <p>11 MR. BARRETT: You weren't listening.</p> <p>12 MR. MARKS: You weren't listening.</p> <p>13 That's fake news.</p> <p>14 MR. BARRETT: It's not fake news.</p> <p>15 MR. MARKS: But I think the concept of</p> <p>16 what you're trying to do is good. And I want</p> <p>17 to try to help take some of the heat off the</p> <p>18 board, because -- and I'm just learning about</p> <p>19 this in the last couple of days from an email</p> <p>20 from Sebastian and talking to Chris Barrett</p> <p>21 and reading like the WOW and whatnot.</p> <p>22 But I think it's, you know, a good thing</p> <p>23 that you're trying to do. I think public</p> <p>24 awareness and bigger meeting rooms will be</p> <p>25 helpful for the next meeting, you know. And</p>   | <p style="text-align: right;">Page 71<br/>Agenda Page 22</p> <p>1 MS. McCORMICK: To develop it. Right.</p> <p>2 MR. CHESNEY: And I don't really want to</p> <p>3 speculate --</p> <p>4 MR. MARKS: But, you know, like they</p> <p>5 were suggesting earlier, you know, dumping it</p> <p>6 off to some other developer, whoever --</p> <p>7 MR. CHESNEY: No, we're not -- we have</p> <p>8 -- I hate to express how that would work,</p> <p>9 because I don't want to give you guys any</p> <p>10 thoughts. But, I mean, we can't just -- for</p> <p>11 us to have property, we have to -- it has to</p> <p>12 be deemed surplus, and then we have to</p> <p>13 essentially auction it off, you know, as --</p> <p>14 MS. McCORMICK: Right. Well, we're a</p> <p>15 government -- I mean, we're a governmental</p> <p>16 entity, so essentially the same types of</p> <p>17 process that the county or the city would go</p> <p>18 through if they own property. They can't --</p> <p>19 MR. CHESNEY: Right. But it's not our</p> <p>20 intention to do any of that. Our --</p> <p>21 historically, we've been purchasing property</p> <p>22 when available to, you know, help maintain the</p> <p>23 development within it. I mean, a lot of you</p> <p>24 know that.</p> <p>25 CHAIRMAN MILLS: Again, without</p> |
| <p style="text-align: right;">Page 70</p> <p>1 I'm -- I would be shocked if the developer</p> <p>2 didn't think that he was precluded if he's</p> <p>3 offering something at less than what market</p> <p>4 value would be because if you know</p> <p>5 Hillsborough County, and the control of growth</p> <p>6 and the planned growth, I mean, you see the</p> <p>7 townhomes and the apartments and affordable</p> <p>8 housing going up all around here, I mean, the</p> <p>9 odds of some portion of that being converted</p> <p>10 would be very high, you know, whatever that</p> <p>11 portion is and wherever it is, and I can guess</p> <p>12 which portions of it it would be.</p> <p>13 And so, you know, I look forward to, you</p> <p>14 know, hearing more about it and seeing what</p> <p>15 you all are doing. Appreciate what the</p> <p>16 intentions are.</p> <p>17 And as far as that goes, if the CDD were</p> <p>18 to acquire it, would there be any preclusion</p> <p>19 other than, you know, political willpower from</p> <p>20 the CDD converting it into whatever they</p> <p>21 wanted to convert it into other than zoning</p> <p>22 issues or typical land use issues?</p> <p>23 MR. CHESNEY: Well, I mean, the CDD has</p> <p>24 a very narrow focus. So, I mean, we would be</p> <p>25 unable to develop it.</p> | <p style="text-align: right;">Page 72</p> <p>1 getting -- and we'll get to everybody in a</p> <p>2 minute.</p> <p>3 Without getting too far in the weeds,</p> <p>4 too, one of the other benefits potentially, if</p> <p>5 the CDD proceeds forward as opposed to say the</p> <p>6 WCA, is that we're tax exempt. So the current</p> <p>7 costs or operating expenses the current</p> <p>8 owner is enduring would actually be reduced by</p> <p>9 the amount of the property taxes that he's</p> <p>10 paying. Okay? So there's another tab --</p> <p>11 MR. MARKS: Is that the one --</p> <p>12 MS. McCORMICK: Well, potentially.</p> <p>13 CHAIRMAN MILLS: Potentially. Again,</p> <p>14 you're talking into the months of due</p> <p>15 diligence. Right?</p> <p>16 But at broad first look, that's another</p> <p>17 potential advantage for this entity, not</p> <p>18 others to --</p> <p>19 MR. MARKS: Is that amount in the</p> <p>20 ballpark?</p> <p>21 MS. McCORMICK: No. And it -- I mean,</p> <p>22 you know, there's statute and case law that</p> <p>23 governs whether property is exempt even when</p> <p>24 it was owned by a community development</p> <p>25 district. So it depends on the use of the</p>  |

1 property as to whether or not it's exempt from  
2 property taxes.  
3 MR. CHESNEY: There's a lot more to come  
4 on it, so --  
5 MR. MARKS: I mean, the current taxes on  
6 that property, though, like what are --  
7 MR. CHESNEY: I don't recall.  
8 MR. MARKS: I just have a suggestion to  
9 help you guys mostly and then help the  
10 residents.  
11 This is what my suggestion would be:  
12 Find out what the rights are of the current  
13 owner. Actually find that out. It's a big  
14 piece of due diligence before you can go the  
15 next step, deciding what you're going to  
16 offer.  
17 I would find out what his power, what  
18 power he has as the owner. Find out what that  
19 is, then look at it from Westchase Community  
20 Association buying it versus the CDD buying  
21 it.  
22 I think the residents have a right and  
23 should be fully informed, and it will take a  
24 lot of pressure off everybody and get rid of  
25 some of the hysteria, because when this thing

1 starts getting out more public -- it hasn't  
2 gone full public yet. You know that.  
3 When it starts getting on the streets of  
4 Westchase in the next few days, your phones  
5 are going to be ringing off -- you should  
6 really put out a -- some kind of a paper that  
7 says the owner has the right to sell to  
8 anybody he wants but he's willing to work  
9 with us.  
10 That puts a lot of clarification, but --  
11 and it creates perspective for the owners of  
12 Westchase, you know, homes. Once we know  
13 that, then we know, hey, we better try and  
14 figure something out with this guy before he  
15 takes it to another potential buyer, you know.  
16 Now, if he's willing to sell it at a  
17 loss, 4,000,000, which he is -- I think he  
18 paid seven-something million for it when he  
19 bought it. I remember that from years ago  
20 when you put it in the publication. That's a  
21 big loss for the guy.  
22 But, you know, let's say we get that  
23 answer first. Then I'd like to know, as a  
24 layperson, how the CDD works, what their power  
25 is, if they were to buy it, what controls you

1 have, what exposure is there to the residents  
2 of Westchase if the CDD owns and controls this  
3 piece of real estate. Can something flip  
4 later that's negative towards homeowners?  
5 You know, what are the pros and cons of  
6 the CDD? And then what are the pros and cons  
7 of the WCA owning it?  
8 MR. CHESNEY: Yeah.  
9 MR. MARKS: Now, the one negative is the  
10 taxation, and there's probably no way to get  
11 an exception -- maybe there is. I don't know,  
12 politics, maybe there is.  
13 But these are things I'd like to just  
14 see as plainly put in writing so that  
15 everybody in the community gets that as  
16 quickly as possible. That will save a lot of  
17 people coming to your door with torches. It's  
18 true. You know, that's where this is headed.  
19 MR. CHESNEY: Yeah. Well, I think we're  
20 in the process -- we should have a better idea  
21 of the restrictions on the property.  
22 I mean, we're aware of a lot of it, but,  
23 you know, I think would hesitate to say we  
24 know everything about the restrictions that  
25 are on the property.

1 MR. MARKS: No, I know --  
2 MR. CHESNEY: Yeah. And we thought  
3 about -- like Chris had said, Ruben, from the  
4 WCA, has been part of this from the beginning,  
5 I've included him.  
6 So there are -- we have thought through  
7 the reasons about each entity purchasing it.  
8 So those things are things we've considered.  
9 MR. MARKS: We need a volunteer. I'll  
10 volunteer, I have a lot of background in  
11 commercial real estate and community  
12 development.  
13 CHAIRMAN MILLS: Yes, sir.  
14 MR. SCHECHINGER: I'm Terry Schechinger,  
15 and I'm a new Westchase resident. I live at  
16 12012 Marblehead Drive and --  
17 MALE SPEAKER: Welcome.  
18 MR. SCHECHINGER: Thank you.  
19 I have been on the reverse side of this.  
20 I used to live in North Carolina. My son had  
21 brought us a grandchild, so she, who must be  
22 obeyed, moved me down here.  
23 But I was on the reverse side of this in  
24 a place called Treyburn. You can look it up.  
25 And it was a Robert Trent Jones course,

1 beautiful, fabulous course, and it was sold to  
2 a private owner.  
3 We owned it. The area, hysterical  
4 environment, as you can imagine. And it went  
5 to hell. So it was not at all the same kind  
6 of environment, the same kind of place or  
7 anything else.  
8 So what am I saying? I don't live on  
9 the golf course. My wife is an avid golfer  
10 and we are members of it, but I don't -- like  
11 I say, I don't golf. But I sincerely  
12 appreciate the fact that the CDD, when they  
13 heard it was up for sale, is investigating  
14 procuring it for the benefit of the homeowners  
15 in Westchase.  
16 I appreciate that, because I have been  
17 on the other side of it, and it gets ugly.  
18 So that's all I got to say.  
19 CHAIRMAN MILLS: Thank you. Thank you,  
20 sir.  
21 Anyone else?  
22 Yes, sir. Name and address, please.  
23 MR. FARLEY: My last name is Farley, I  
24 live on 12017 Brewster.  
25 I think my wife was here earlier and

1 asked, is there any provision of what can be  
2 done to this golf course? Does it have to  
3 remain a golf course? I'm assuming we know  
4 that.  
5 MR. CHESNEY: Well, while we have some  
6 information on that, I'd rather -- I don't  
7 know exactly how at one point we get to that  
8 final, okay, this is what we do.  
9 But we're still in the process of  
10 determining all the things that are possible  
11 there. How about that?  
12 MR. FARLEY: Well, there's got to be  
13 something that says whether it can or cannot.  
14 Now, obviously it can be changed. But what is  
15 it currently?  
16 MR. CHESNEY: Well, currently it's zoned  
17 recreation, so --  
18 MS. McCORMICK: It's as a golf course.  
19 MR. CHESNEY: -- as a golf course. So,  
20 yeah, I mean, at the very least, the zoning  
21 would have to be changed, yes.  
22 MR. FARLEY: And who has the power to  
23 change that zoning? Would the homeowners not  
24 have a say in whether that gets changed or  
25 not?

1 MR. CHESNEY: They would have a say, I  
2 would imagine --  
3 MS. McCORMICK: It would be the board of  
4 county commissioners.  
5 MR. CHESNEY: -- but it would be the  
6 board of county commissioners.  
7 MR. FARLEY: Because Nick has been  
8 trying to sell his golf course for years.  
9 This is nothing new.  
10 MR. CHESNEY: The board of county  
11 commissioners.  
12 MR. FARLEY: But I'm saying Nick  
13 Neubauer has been trying to sell this golf  
14 course for years. I've spoken to him about  
15 it. He's been trying to sell this. So it's  
16 curious to me that why all of a sudden is the  
17 homeowners involved?  
18 This is nothing new, he's been trying to  
19 sell this golf course for a while. He  
20 overpaid for it, and he'd like to get out.  
21 So, you know, I'm trying to understand  
22 if he's --  
23 MR. CHESNEY: I'm not going to speak for  
24 Nick.  
25 MR. FARLEY: Well, I know that. If he

1 could have sold it to a developer for more  
2 money, he would have already done it. No  
3 question in my mind.  
4 MR. CHESNEY: I think that Nick Neubauer  
5 is a smart man.  
6 MR. FARLEY: Oh, I know. But he would  
7 have already done it if he could. So there  
8 must be something keeping him from selling it  
9 to a developer, because he'd get a lot more  
10 money that way, and he would have already done  
11 it. He wants out.  
12 MR. CHESNEY: Well, like I said, we're  
13 still researching the restrictions placed on  
14 it other than the zoning. I mean, we're aware  
15 obviously of the zoning restrictions.  
16 But I think one of our conversations  
17 that we had in the November meeting where we  
18 talked about beginning -- like looking into  
19 this process is, you know, I don't know if any  
20 of you lived in a community where the golf  
21 course has gone belly up or it's poorly  
22 maintained, I mean, that, too, is a  
23 consideration, you know, of the community, you  
24 know, of us and one of our concerns.  
25 So it's not just a straight, you know,



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| <p style="text-align: right;">Page 81</p> <p>1 development issue. It's just, you know, the</p> <p>2 overall -- I mean, we -- right now -- and this</p> <p>3 is my opinion personally, and I just met Nick</p> <p>4 two weeks ago, three weeks ago, whatever, the</p> <p>5 12th, so that's my first meeting with him --</p> <p>6 is that, you know, he -- you know, he's been a</p> <p>7 relatively, you know, benevolent owner, a good</p> <p>8 owner.</p> <p>9 I mean, it could have been worse, you</p> <p>10 know. I mean, if he's losing, you know, money</p> <p>11 at different times, he could have cut -- you</p> <p>12 know, cut his losses and -- there's a lot of</p> <p>13 things I imagine he could have done. But he</p> <p>14 has attempted to maintain the value of the</p> <p>15 property, whereas some other owners maybe</p> <p>16 might not.</p> <p>17 MR. FRALEIGH: He's attempted to maintain</p> <p>18 the property because he has no choice.</p> <p>19 MR. CHESNEY: Yeah.</p> <p>20 MR. FRALEIGH: You -- if he lets it go,</p> <p>21 it will be worth a million dollars.</p> <p>22 MR. CHESNEY: Yeah, I understand. I'm</p> <p>23 not naive.</p> <p>24 MR. TITEN: So let me just say, I think</p> <p>25 what you guys are attempting to do is good. I</p>   | <p style="text-align: right;">Page 83<br/>Agenda Page 25</p> <p>1 except for emails. Okay? And I know my</p> <p>2 community could have emailed me, and I would</p> <p>3 have appreciated it, because this is the</p> <p>4 single biggest purchase you guys have ever</p> <p>5 endeavored to take.</p> <p>6 So here's the biggest thing in the</p> <p>7 community. Okay? So I would just like to say</p> <p>8 to you, I think it's incumbent to make sure</p> <p>9 with it this big you make sure everyone gets a</p> <p>10 chance to know what's going on. And then</p> <p>11 there are a lot of people -- just so you know,</p> <p>12 there are a lot of very knowledgeable people</p> <p>13 who have been involved in the golfing</p> <p>14 community that could be of value to you all in</p> <p>15 doing the analysis. Okay?</p> <p>16 But at the end of the day, Nick isn't</p> <p>17 going anywhere. Anywhere. You're his best</p> <p>18 and really his only good buyer. Okay?</p> <p>19 So if we can help you, now that we know</p> <p>20 this is something you're willing to do or be</p> <p>21 active, I will sign up to work if you want me</p> <p>22 to, and I know there are others who want to</p> <p>23 help you do it. We don't want to see it</p> <p>24 turned into a fiasco.</p> <p>25 But nobody -- don't think for a</p> |
| <p style="text-align: right;">Page 82</p> <p>1 think your motives are good. Okay? And</p> <p>2 getting this course in the community is a good</p> <p>3 thing. Okay?</p> <p>4 But there is no rush. Okay? He's been</p> <p>5 trying to liquidate this. There are no</p> <p>6 buyers, there's no developer is going to buy</p> <p>7 the course at the value he wants because the</p> <p>8 homeowners won't allow it to be rezoned.</p> <p>9 Okay? It's never going to happen.</p> <p>10 You're his best avenue. Okay? So</p> <p>11 you're not under any real pressure because no</p> <p>12 developer is coming -- he's been shopping this</p> <p>13 thing forever. Okay? And he is stuck with</p> <p>14 maintaining it because his seven million,</p> <p>15 which may be his four million, but he wants 4.4</p> <p>16 -- okay? -- equivalent courses have been</p> <p>17 purchased for two -- okay -- by other</p> <p>18 golf-course-running companies that want to</p> <p>19 make a profit.</p> <p>20 So I think for you guys, all I wanted to</p> <p>21 really know at the end of this meeting was the</p> <p>22 following: I wanted to make sure that, from</p> <p>23 the attorney, this is going to be an open</p> <p>24 process. Okay? There will be open meetings.</p> <p>25 And I didn't hear about this at all</p> | <p style="text-align: right;">Page 84</p> <p>1 second -- nobody is rushing to write him a</p> <p>2 check tomorrow.</p> <p>3 MR. CHESNEY: Well, we weren't either,</p> <p>4 so --</p> <p>5 CHAIRMAN MILLS: Right. So with that --</p> <p>6 and I think the board gets the sense that, you</p> <p>7 know, a golf course continuing as a golf</p> <p>8 course is the direction that we'd like to</p> <p>9 take, at least by, you know, 20 out of 10,000</p> <p>10 of the Westchase residents. Right?</p> <p>11 Since this was not on the agenda for</p> <p>12 today, so no action can be taken, as I said at</p> <p>13 the outset, but we do have an interest in</p> <p>14 moving the ball forward, at least, to get it</p> <p>15 to the due diligence stage. I think an</p> <p>16 appropriate thing to entertain would be a</p> <p>17 motion -- right -- to continue this meeting.</p> <p>18 How would we do that?</p> <p>19 MS. McCORMICK: Well, if we're going to</p> <p>20 continue this meeting, the next meeting that</p> <p>21 we have is scheduled for the first Tuesday in</p> <p>22 February. It's our regular board meeting. If</p> <p>23 we're going to do anything on this before</p> <p>24 that, then we would need to continue this</p> <p>25 meeting at the end of the meeting, instead of</p>                                 |

1 adjourning it, we would just continue it.  
 2 But we could decide right now, if you're  
 3 interested in doing that. We can set the time  
 4 and the date when everybody knows.  
 5 CHAIRMAN MILLS: Would that require a  
 6 motion?  
 7 MR. CHESNEY: Could we just add it to  
 8 next month's agenda?  
 9 MS. McCORMICK: We could add this,  
 10 certainly, on the agenda for the next month.  
 11 MR. MENDENHALL: Yeah.  
 12 MR. CHESNEY: I just sense that -- I  
 13 mean, that's still only three weeks away.  
 14 MS. McCORMICK: Right.  
 15 MR. CHESNEY: Three weeks would -- you  
 16 know, we could get the -- we could finish  
 17 the -- whatever the word I'm looking for --  
 18 the restriction information report.  
 19 MS. McCORMICK: Well, I don't think we  
 20 would be able to get in a report for it on the  
 21 entire golf course quickly. I don't know what  
 22 documentation has been provided --  
 23 MR. CHESNEY: Well, I guess my point is,  
 24 is that it would -- I'm not sure we need to  
 25 talk about continuing it, but we could just

1 add it to next month's meeting and keep it on  
 2 the agenda, and that would give us some time  
 3 to -- than doing it before next month's  
 4 meeting, because things take time.  
 5 MS. McCORMICK: Right.  
 6 CHAIRMAN MILLS: Okay.  
 7 MR. MENDENHALL: And you've got the --  
 8 like you said, you've got a short time period.  
 9 MR. CHESNEY: It's only three weeks.  
 10 CHAIRMAN MILLS: Because of the holiday,  
 11 this being a week later than normal.  
 12 MR. FRALEIGH: I'm hoping you can go by  
 13 my suggestion. I think it will help you guys  
 14 tremendously. Get this thing answered, send  
 15 it out to the residents, so there's  
 16 clarification, so you don't have people  
 17 running to your door with torches.  
 18 I can feel it explode. I can tell you  
 19 right now. I can already feel that.  
 20 MR. CHESNEY: I appreciate that.  
 21 MR. MARKS: But just one last  
 22 clarification. Everything is still on the  
 23 table, so continuing golf is still on the  
 24 table even if it's acquired. Right?  
 25 MR. CHESNEY: Yeah. There's never been

1 any discussion other than maintaining it as a  
 2 golf course.  
 3 MR. MARKS: An 18-hole golf course?  
 4 MR. CHESNEY: Okay. I should clarify a  
 5 little bit here for Chris' benefit.  
 6 Okay. So there was a discussion --  
 7 there was some suggestions at the beginning  
 8 from -- I don't know how I want to describe  
 9 that person, as a resident or someone  
 10 involved --  
 11 MR. BARRETT: Well, Greg, in all --  
 12 MR. CHESNEY: We explored --  
 13 MR. BARRETT: -- you were exploring a  
 14 number of different ideas, and then under one  
 15 of the ideas that was pitched was what if it  
 16 became -- like if the golf course, we realized  
 17 down the road, ten years down the road, the  
 18 golf industry was dying and we couldn't  
 19 maintain it, what could it be used -- and you  
 20 brought the StanTech engineer in here, and he  
 21 presented actual ideas --  
 22 MR. CHESNEY: To make it a park.  
 23 MR. BARRETT: -- for making it a park.  
 24 So my -- my reporting on that is accurate.  
 25 MR. CHESNEY: Yeah. Yeah. And I don't

1 -- and that's what I'm trying to say. I'm not  
 2 trying to firm up, but I think our  
 3 discussion --  
 4 MR. TITEN: Excuse my question. Are we  
 5 talking -- has there been discussions about  
 6 converting this to a nine-hole -- are we  
 7 committing this, this is going to be an  
 8 18-hole golf course?  
 9 MR. CHESNEY: I'm going to let Brian go  
 10 to this. We have explored multiple options.  
 11 MR. ROSS: What I would add to the  
 12 conversation is, because we are constrained by  
 13 the Sunshine Laws, I'll just pick on Matt, for  
 14 example, I have no idea whether Matt is in  
 15 favor or against acquiring the golf course, no  
 16 idea, because we haven't had it on our agenda  
 17 to talk about it.  
 18 We haven't got it under contract. And  
 19 so you all are like in a marathon at Mile 15,  
 20 and we're still way back on Mile One, so we  
 21 have to come up with consensus amongst  
 22 ourselves.  
 23 But, to your point, I, individually,  
 24 have heard that there are people in the  
 25 community who believe conversion of the golf

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| <p style="text-align: right;">Page 89</p> <p>1 course to a linear park would be a great idea.</p> <p>2 And so has there been discussion in the</p> <p>3 community? Sure. So have I said to myself,</p> <p>4 would that even work? I can't imagine how</p> <p>5 that would work.</p> <p>6 I'm just -- so to answer your question</p> <p>7 very directly, clearly there has been</p> <p>8 contemplation of what's the best way to go</p> <p>9 forward.</p> <p>10 MR. TITEN: I'm sure there's lots of</p> <p>11 opinions.</p> <p>12 MR. ROSS: But there's been no</p> <p>13 commitment. Zero.</p> <p>14 MR. TITEN: But since I have for 18</p> <p>15 years trusted these gentlemen and whoever else</p> <p>16 has served, and they have done an outstanding</p> <p>17 job of running this community -- and I am very</p> <p>18 happy to live here. Okay? You've done a</p> <p>19 wonderful job. I have no complaints.</p> <p>20 But on this issue, if you're talking</p> <p>21 about anything else other than maintaining</p> <p>22 what was promised when I purchased, and many</p> <p>23 others did, that this is an 18-hole</p> <p>24 professional golf course with a clubhouse and</p> <p>25 a community, if you're going a different</p>   | <p style="text-align: right;">Page 91<br/>Agenda Page 27</p> <p>1 MR. TITEN: It seems like there's a lot</p> <p>2 of conversation that's happened since November</p> <p>3 to now.</p> <p>4 MR. ROSS: Right.</p> <p>5 MR. TITEN: It seems like there's a lot</p> <p>6 more than just these discussions. This golf</p> <p>7 course has been for sale for a long time.</p> <p>8 What has prompted these discussions with</p> <p>9 the CDD and the homeowners association has</p> <p>10 gotten involved in eventually buying this golf</p> <p>11 course? What prompted that? Somebody</p> <p>12 approach you guys?</p> <p>13 MR. ROSS: I think it's us doing our</p> <p>14 job. You heard Greg say he thought it was</p> <p>15 appropriate to invite the WCA president to be</p> <p>16 involved. I'm not going to criticize Greg for</p> <p>17 that. He was trying to do what he thought was</p> <p>18 good for this community.</p> <p>19 MR. TITEN: What prompted it? Something</p> <p>20 prompted it.</p> <p>21 CHAIRMAN MILLS: Okay. You weren't here</p> <p>22 for the earlier part of the meeting. What</p> <p>23 prompted it was the November meeting, Mr. Ross</p> <p>24 communicated to the board he had heard the</p> <p>25 golf course was for sale.</p> |
| <p style="text-align: right;">Page 90</p> <p>1 direction, just honestly tell me that's where</p> <p>2 you're going, because if you're telling me</p> <p>3 that's the direction you're looking at or</p> <p>4 you're looking at turning it into retail or</p> <p>5 doing anything else, just be honest with me,</p> <p>6 because if you are, I'm not the guy who's</p> <p>7 going to support you.</p> <p>8 But if you're looking at this to protect</p> <p>9 the community and do all the good things you</p> <p>10 have done, then we're here to align with you</p> <p>11 and help you.</p> <p>12 MR. ROSS: Okay. But I go back to my</p> <p>13 analogy that you're all on Mile 14 and 15.</p> <p>14 There are other people in the community who</p> <p>15 say that's a horrible long-term use. Golf</p> <p>16 courses are failing in Florida. We ought to</p> <p>17 get rid of the golf course.</p> <p>18 And so my comment to that person may be,</p> <p>19 how do I look the person in the eye who bought</p> <p>20 a home ten years ago with the representation</p> <p>21 this is going to be a golf course homesite,</p> <p>22 how do I tell that person no?</p> <p>23 So in order to have a discussion in the</p> <p>24 community, we have to contemplate different</p> <p>25 viewpoints, different opinions, in order to --</p> | <p style="text-align: right;">Page 92</p> <p>1 MR. TITEN: From who?</p> <p>2 MR. ROSS: Who did I hear it from? I</p> <p>3 heard it from Doug Mays, our field manager.</p> <p>4 CHAIRMAN MILLS: Yeah. And that</p> <p>5 prompted --</p> <p>6 MR. TITEN: Did somebody approach you?</p> <p>7 MR. MAYS: Well, somebody mentioned it</p> <p>8 at the golf course. I never heard it -- we</p> <p>9 never heard it was for sale. Just I was</p> <p>10 standing at the golf course one day talking to</p> <p>11 him, and one of the golf people said, "Hey,</p> <p>12 you know, the golf course is for sale."</p> <p>13 I never heard it. Like you're saying</p> <p>14 it's been going on for years? We said we've</p> <p>15 never talked about that.</p> <p>16 MR. FARLEY: Sure. He's been looking</p> <p>17 for a buyer for a long time.</p> <p>18 MR. MAYS: Right.</p> <p>19 MR. FARLEY: I'm just curious as to what</p> <p>20 has caused now --</p> <p>21 MR. MAYS: First time we heard about it.</p> <p>22 MR. MENDENHALL: We heard about it -- he</p> <p>23 brought it to the board's attention --</p> <p>24 MR. FRALEIGH: I think the owner is</p> <p>25 keeping it away from these guys.</p>  |

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| <p style="text-align: right;">Page 93</p> <p>1 CHAIRMAN MILLS: He brought it to the</p> <p>2 board's attention, and the board took an</p> <p>3 action to ask Greg to look into it, and that's</p> <p>4 how where we got to where we're at.</p> <p>5 MR. ROSS: And I'll share with you my</p> <p>6 motivation. My motivation was I don't want a</p> <p>7 bad outcome. I don't want a bankruptcy there.</p> <p>8 I'm not saying Nick's going to do a</p> <p>9 bankruptcy, but maybe the next owner or the</p> <p>10 next owner.</p> <p>11 I don't want someone to say "I want to</p> <p>12 stick it into Chapter 11" that goes on for</p> <p>13 four years, and the golf course looks like</p> <p>14 crap for four years. That's not fair to those</p> <p>15 homeowners. Could that happen? Yes. Is it</p> <p>16 likely? Maybe not.</p> <p>17 But I'm looking at the bad outcomes, and</p> <p>18 that's not fair to those homeowners, it's not</p> <p>19 fair to the community. So I saw it as let's</p> <p>20 go kick the tires on it. Let's go look at it,</p> <p>21 get it under contract, do some hard work, and</p> <p>22 see what's going on.</p> <p>23 MR. TITEN: Get it under contract. What</p> <p>24 is the research? What have you used to</p> <p>25 analyze the value that's been reported? It's</p> | <p style="text-align: right;">Page 95<br/>Agenda Page 28</p> <p>1 MR. FRALEIGH: It's the owner's number</p> <p>2 that he's throwing up.</p> <p>3 MR. TITEN: Where did that number come</p> <p>4 from?</p> <p>5 MR. ROSS: Yeah. So Greg has been</p> <p>6 talking to the owner, and I'm sure -- I know</p> <p>7 that he has told him he's got a number. I'm</p> <p>8 sure he's told him other terms. I don't know</p> <p>9 those terms.</p> <p>10 But the point of it is, in my experience</p> <p>11 -- this is all my experience, and it's</p> <p>12 different than these gentlemen, is I want to</p> <p>13 get it under contract, because then I control</p> <p>14 the process, then I can get all the documents,</p> <p>15 then I have full power.</p> <p>16 And if at the end of the day I say it</p> <p>17 doesn't make sense, I say I cancel, and I get</p> <p>18 my deposit back, and it cost me nothing more</p> <p>19 than my time and energy and my professional</p> <p>20 counsel. That's a good deal for the Westchase</p> <p>21 community for me to go in and do my homework</p> <p>22 and figure out what's going on there.</p> <p>23 MALE SPEAKER: I have a question. I</p> <p>24 wonder, do you folks, any or all of you, have</p> <p>25 some contact with the zoning commission? If,</p> |
| <p style="text-align: right;">Page 94</p> <p>1 the reporting value of \$4,000,000. Is that</p> <p>2 true?</p> <p>3 MR. MENDENHALL: You have to have one</p> <p>4 person -- this is transcribed, so it's very</p> <p>5 difficult when a lot of people are calling</p> <p>6 out. So if we can just try to be a little bit</p> <p>7 more orderly and let Mr. Ross respond, please.</p> <p>8 MR. ROSS: And so to your point,</p> <p>9 remember you're asking a question that happens</p> <p>10 at Mile 3 or Mile 5. We don't have a letter</p> <p>11 of intent. We don't have a contract. We're</p> <p>12 not there yet.</p> <p>13 And so what normally happens, in my</p> <p>14 experience -- and I am a lawyer -- what</p> <p>15 normally happens on a commercial transaction</p> <p>16 is you've got a period called inspection</p> <p>17 period, due diligence, and that's where you</p> <p>18 find the answers to all this stuff.</p> <p>19 MR. TITEN: Don't you usually have a</p> <p>20 purchase price agreement by then?</p> <p>21 MR. ROSS: Of course. Of course.</p> <p>22 MR. TITEN: All I'm saying is, how did</p> <p>23 you get to that number?</p> <p>24 MR. ROSS: We haven't gotten to a</p> <p>25 number. We haven't gotten to a number.</p>   | <p style="text-align: right;">Page 96</p> <p>1 in fact, this owner has wanted to sell that</p> <p>2 for years -- let's take that as a fact.</p> <p>3 The first thing you want to do as a</p> <p>4 developer is go to someone in the zoning</p> <p>5 commission. You're going to find him. So I'm</p> <p>6 wondering if this guy has wanted to sell it</p> <p>7 for a year, two years, whatever, you know,</p> <p>8 what has stopped him?</p> <p>9 I think this -- I would not be so</p> <p>10 sanguine as to say that it can't be changed.</p> <p>11 Zoning commissions can do whatever the hell</p> <p>12 they want.</p> <p>13 MR. ROSS: I don't disagree with that.</p> <p>14 MALE SPEAKER: And so the question is,</p> <p>15 maybe someone should find out how the</p> <p>16 county --</p> <p>17 MALE SPEAKER: Ask him.</p> <p>18 MALE SPEAKER: Call the county.</p> <p>19 MALE SPEAKER: Has he gone and made</p> <p>20 attempts behind the back -- he owns it, he can</p> <p>21 do whatever he wants. He doesn't have to go</p> <p>22 through the CDD. So he -- has he -- because</p> <p>23 this would affect your time line.</p> <p>24 In other words, it feels rushed to</p> <p>25 people because, you know, it's happened all of</p>  |

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| <p style="text-align: right;">Page 97</p> <p>1 a sudden. But what's behind this guy? I</p> <p>2 mean, he's asking for 50 cents on the dollar.</p> <p>3 Right? Was he turned down in a preliminary</p> <p>4 fashion? Did he go informally to the zoning</p> <p>5 commission already?</p> <p>6 I mean, these are questions which we</p> <p>7 need to know.</p> <p>8 MR. CHESNEY: And I'm going to say, I</p> <p>9 don't want to speculate on the business case,</p> <p>10 but, I mean, I have reviewed the business</p> <p>11 case. So, I mean, I understand. I understand</p> <p>12 his position. And some of those answers, you</p> <p>13 know, we're attempting to get, I guess, at</p> <p>14 least on some of the restrictions that are</p> <p>15 potentially on there.</p> <p>16 But I don't know how to answer, but,</p> <p>17 yes. Some of those things have been</p> <p>18 considered.</p> <p>19 MR. MARKS: So I mentioned that earlier</p> <p>20 about is everything still on the table? Of</p> <p>21 course, everyone is excitable, so everyone</p> <p>22 jumps in.</p> <p>23 My only point I want to make is, I'm on</p> <p>24 the board of the Westchase Charitable</p> <p>25 Foundation. Just to get approval to do the</p>   | <p style="text-align: right;">Page 99<br/>Agenda Page 29</p> <p>1 February the 6th, and everybody and anybody</p> <p>2 that wishes to come --</p> <p>3 MR. FRALEIGH: Same time, 4:00 p.m.?</p> <p>4 CHAIRMAN MILLS: 4:00 p.m., our normal</p> <p>5 time.</p> <p>6 MR. MARKS: Is it possible to amend that</p> <p>7 time? I mean, because it's hard for working</p> <p>8 class people, you know, to take off jobs.</p> <p>9 Like, you know, we have cushy jobs where we</p> <p>10 can leave, you know, Ross and I, but, you</p> <p>11 know, sometimes it's hard for people to get</p> <p>12 there by 4:00.</p> <p>13 CHAIRMAN MILLS: What's the sentiment of</p> <p>14 the board?</p> <p>15 MR. BARRETT: Can you change a</p> <p>16 publicly noticed meeting without --</p> <p>17 MR. MENDENHALL: We'll wind up</p> <p>18 advertising again because of the different</p> <p>19 location.</p> <p>20 MR. CHESNEY: Yeah. I was going to say</p> <p>21 we can't normally change the location.</p> <p>22 MS. McCORMICK: I mean, we have other</p> <p>23 issues. We could put this at the end of it,</p> <p>24 and it wouldn't come up until later in the</p> <p>25 meeting.</p>  |
| <p style="text-align: right;">Page 98</p> <p>1 tennis -- the tennis tournament this past</p> <p>2 weekend through the WCA, what the lawyers</p> <p>3 wanted for the indemnification and the</p> <p>4 liability and the exposure for tennis, let</p> <p>5 alone golf. So I'm hoping that part of your</p> <p>6 proposals contemplate or cover the new imposed</p> <p>7 risk or liabilities on residents or on the CDD</p> <p>8 as a result of owning it.</p> <p>9 And then if we operate it, then we truly</p> <p>10 assign all that risk to whoever the manager.</p> <p>11 Is that typical for them to assume that risk?</p> <p>12 I mean, I would worry about a golf ball</p> <p>13 upside the head before I would a tennis ball.</p> <p>14 And you thought they were talking about</p> <p>15 meteors when we tried to get a waiver.</p> <p>16 So, you know, that's just the last issue</p> <p>17 I want to make on that, so --</p> <p>18 CHAIRMAN MILLS: So it sounds like then,</p> <p>19 unless somebody has a different opinion, that</p> <p>20 we agenda this item for our February 6th</p> <p>21 meeting, our regular meeting, Tuesday,</p> <p>22 February 6th, and Sonny has already confirmed</p> <p>23 with the WCA staff that the swim and tennis</p> <p>24 center building is available for that meeting.</p> <p>25 So we will move this meeting to that room on</p> | <p style="text-align: right;">Page 100</p> <p>1 CHAIRMAN MILLS: We could do that.</p> <p>2 MR. FARLEY: The swim and tennis center</p> <p>3 is fine, but I think we have to hear what Paul</p> <p>4 said. You know, once this particular meeting</p> <p>5 gets out to everybody, you already turned -- a</p> <p>6 lot of people went home that were already here</p> <p>7 before this today. So would I suggest a</p> <p>8 bigger place than the swim and tennis center?</p> <p>9 MR. MARKS: That's big. That's big.</p> <p>10 MR. FRALEIGH: Is that the only agenda</p> <p>11 item for a particular meeting as opposed to</p> <p>12 making people guess when it's going to be?</p> <p>13 You know, I mean, it's sort of --</p> <p>14 CHAIRMAN MILLS: Well, with all due</p> <p>15 respect, other than this, nobody ever shows up</p> <p>16 here. So it's nice to have company this</p> <p>17 afternoon.</p> <p>18 MR. FRALEIGH: You're going to need a</p> <p>19 bigger room.</p> <p>20 MR. CHESNEY: Yeah. Well, we can do the</p> <p>21 discussion part in our workshop. We can</p> <p>22 invite -- we can actually -- I don't know if</p> <p>23 you want to invite anyone pertinent. I don't</p> <p>24 know.</p> <p>25 MR. MENDENHALL: It's up to you. I</p> |

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| <p style="text-align: right;">Page 101</p> <p>1 mean, your routine business goes generally</p> <p>2 pretty quick. So you could certainly</p> <p>3 piggyback onto a regular meeting and obviously</p> <p>4 stay focused in one secular meeting on that,</p> <p>5 putting it towards the end of the meeting, as</p> <p>6 suggested, because that would be later.</p> <p>7 MR. CHESNEY: Yeah, we could do that.</p> <p>8 MR. ROSS: Well, remember, there's</p> <p>9 different purposes of audience comments.</p> <p>10 Sometimes in community settings people just</p> <p>11 feel better if they have the chance to come</p> <p>12 down and say what's on their heart or mind,</p> <p>13 and that's important. Then they're separate</p> <p>14 from that.</p> <p>15 Sometimes we'll hear something that's</p> <p>16 educational to us that we hadn't heard before</p> <p>17 or contemplated. So I think there's different</p> <p>18 purposes for the audience comments.</p> <p>19 MR. CHESNEY: So which does that mean?</p> <p>20 Which avenue would make more sense for us?</p> <p>21 MS. WHYTE: That's the lawyer talking.</p> <p>22 MR. ROSS: In my opinion?</p> <p>23 MR. CHESNEY: Yes, I'm asking your</p> <p>24 opinion.</p> <p>25 MR. ROSS: And I'm trying to be mindful</p>   | <p style="text-align: right;">Page 103<br/>Agenda Page 30</p> <p>1 not with respect to the district. Acquisition</p> <p>2 of property is something that the board would</p> <p>3 make the final determination about. So it's</p> <p>4 not something that would --</p> <p>5 MR. TITEN: It doesn't need resident</p> <p>6 approval. So if the residents are against</p> <p>7 this, they can proceed anyway?</p> <p>8 MS. McCORMICK: Well, I don't think that</p> <p>9 there's any desire to proceed --</p> <p>10 MR. ROSS: Yeah. What I'm advocating is</p> <p>11 getting under contract. It's a very, very</p> <p>12 different question to proceed with a</p> <p>13 transaction.</p> <p>14 MR. TITEN: I just want to ask you, what</p> <p>15 is the rush?</p> <p>16 MR. FARLEY: What's the urgency?</p> <p>17 MR. TITEN: Do you really believe some</p> <p>18 other outside party is going to pay him twice</p> <p>19 what's being paid for other golf courses in</p> <p>20 the general community we live here and that</p> <p>21 developer is not going to do a due diligence,</p> <p>22 like I can't rezone it, and can't do it, give</p> <p>23 him 4,000,000, when no one has spent more than</p> <p>24 three for residents, for communities that have</p> <p>25 pledged in their dues to pay the fees?</p> |
| <p style="text-align: right;">Page 102</p> <p>1 of a conversation I had with Erin earlier as</p> <p>2 to the best way to go.</p> <p>3 If it was up to me, what we'd do is we</p> <p>4 would have a draft of a contract that would be</p> <p>5 available for us to contemplate, that that</p> <p>6 contract would be circulated some number of</p> <p>7 days prior to the meeting, that then everybody</p> <p>8 would not be talking about emails and rumors</p> <p>9 and stuff, that we would have a real document</p> <p>10 that is something that we're contemplating,</p> <p>11 that we would vote up or down or amend or</p> <p>12 whatever we want to, and that then those</p> <p>13 audience comments would be zeroed in, and I</p> <p>14 think it would just be part of our regular</p> <p>15 meeting, and people, if they didn't want to</p> <p>16 come down, they could give their comments in</p> <p>17 writing, and we'd have -- we'd consider those,</p> <p>18 et cetera.</p> <p>19 MR. TITEN: Is a purchase of this</p> <p>20 magnitude only needed by the board members of</p> <p>21 the group? Is it just gated community-wide?</p> <p>22 Is there no bylaws that say something of this</p> <p>23 magnitude and scale needs to have community</p> <p>24 approval to buy something this large?</p> <p>25 MS. McCORMICK: Not with respect to --</p> | <p style="text-align: right;">Page 104</p> <p>1 MR. ROSS: Yeah, I'd like to respond to</p> <p>2 that, because, again, remember, we haven't</p> <p>3 talked about this outside of the meeting.</p> <p>4 What's driving my train, me, personally,</p> <p>5 Brian Ross, is not the purchase price. I have</p> <p>6 no idea if this golf course is worth four</p> <p>7 million, 3.5, 4.6 -- I have no idea.</p> <p>8 But what I'm extremely concerned about</p> <p>9 is a bad outcome for the community, a lengthy</p> <p>10 bankruptcy, a transfer of the property to not</p> <p>11 as a responsible owner. And I happen to agree</p> <p>12 with Greg, we could have had a lot worse</p> <p>13 situations.</p> <p>14 So it's not so much I'm in a rush to get</p> <p>15 it at a bargain price. It's rather I want to</p> <p>16 be ahead of the curve so that I can help</p> <p>17 effectuate a good outcome for the community.</p> <p>18 That's what I want.</p> <p>19 MR. TITEN: So --</p> <p>20 MR. FARLEY: Why do you think this is</p> <p>21 doing that?</p> <p>22 MR. TITEN: No. Wait. So, in essence,</p> <p>23 what you're saying is --</p> <p>24 MR. ROSS: I'm not suggesting anything</p> <p>25 yet.</p>  |

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| <p style="text-align: right;">Page 105</p> <p>1 MR. TITEN: So, in essence, what you're</p> <p>2 saying is, you're going to put some number on</p> <p>3 it within your best judgment. Okay? You're</p> <p>4 going to tie it up, and then you're going to</p> <p>5 do your real due diligence.</p> <p>6 If you don't do this and you guys go</p> <p>7 through this and say, "Wow, \$4,000,000 for</p> <p>8 this piece of property is crazy," you'll walk</p> <p>9 away from the deal or you're going to propose</p> <p>10 a counter offer, or you're going to try to</p> <p>11 negotiate at that point what you think would</p> <p>12 be appropriate.</p> <p>13 MR. ROSS: I can't speak for the</p> <p>14 district, but, for me, that's how I do my</p> <p>15 business. That's how I do it.</p> <p>16 MR. TITEN: Okay. And your goal and</p> <p>17 objective -- if I knew your goal and objective</p> <p>18 was the 18-hole golf course with a clubhouse</p> <p>19 to be maintained in perpetuity, then I'd say I</p> <p>20 have no problem with your plan.</p> <p>21 MR. ROSS: Well, no matter what,</p> <p>22 somebody is going to be unhappy, because I've</p> <p>23 heard enough conversations that some people</p> <p>24 are in favor of a linear park.</p> <p>25 As I said earlier, personally I would</p> | <p style="text-align: right;">Page 107<br/>Agenda Page 31</p> <p>1 what your urgency, that you're worried about a</p> <p>2 bad outcome.</p> <p>3 MR. ROSS: Not an urgency, but I am</p> <p>4 concerned about a bad outcome. And maybe I'm</p> <p>5 affected by my legal experiences, where I see</p> <p>6 crazy things happen. You know, not to bore</p> <p>7 you with any of my personal stories that I've</p> <p>8 been involved in as a lawyer, but some weird</p> <p>9 stuff happens.</p> <p>10 And so when I heard from Doug that the</p> <p>11 course was on the market, and I think we've</p> <p>12 all anecdotally heard that there's been a few</p> <p>13 rough years there, I thought, hey, let's go</p> <p>14 look at it and see if we can get it under</p> <p>15 contract and kick the tires.</p> <p>16 MR. FARLEY: Prudent.</p> <p>17 MR. ROSS: Yeah. I just thought it was</p> <p>18 just smart business maneuver. Nothing more or</p> <p>19 less.</p> <p>20 CHAIRMAN MILLS: Gentleman in the back.</p> <p>21 Name and address, please.</p> <p>22 MR. BLAIR: Ken Blair, 13117 Glendcliff</p> <p>23 Circle. And my question is really to Brian,</p> <p>24 because, Brian, you mentioned that you've</p> <p>25 heard -- you have heard from other people in</p>  |
| <p style="text-align: right;">Page 106</p> <p>1 have a difficult time looking anybody in the</p> <p>2 eye who bought a house on a golf course X</p> <p>3 number of years ago with the representation I</p> <p>4 was getting a golf course lot. I don't</p> <p>5 understand how you just tell that person too</p> <p>6 bad, so sad. I don't get it.</p> <p>7 I'm not saying I'm not open minded</p> <p>8 enough to hear a conversation about it, but</p> <p>9 that's not where I am.</p> <p>10 But then on top of that, this notion of</p> <p>11 a linear park -- again, speaking just for</p> <p>12 me -- because if it's owned by the CDD, it's</p> <p>13 public land. I know if I was living on a golf</p> <p>14 course, I don't want somebody from whatever</p> <p>15 community running on the golf course at 10:00</p> <p>16 at night. That's just me. That's not me.</p> <p>17 MR. TITEN: Fair enough. Thank you.</p> <p>18 CHAIRMAN MILLS: Yes, sir.</p> <p>19 MR. FARLEY: Why is this an imminent</p> <p>20 concern now? Nick has owned this golf course</p> <p>21 for ten years. Why do think he's going to</p> <p>22 file bankruptcy now?</p> <p>23 MR. ROSS: I'm not suggesting it's</p> <p>24 imminent. I just --</p> <p>25 MR. FARLEY: I thought you said that's</p>                               | <p style="text-align: right;">Page 108</p> <p>1 the neighborhood that they are in favor of a</p> <p>2 linear park, my question is, how many of those</p> <p>3 people who are in favor of a linear park</p> <p>4 actually live on the golf course?</p> <p>5 MR. ROSS: Well, first of all, I guess I</p> <p>6 should clarify, I'm not popular enough to have</p> <p>7 a lot of conversations with a lot of people.</p> <p>8 But I've just heard it from a handful of</p> <p>9 people that they're intrigued by the idea, and</p> <p>10 whether they live on the golf course or not, I</p> <p>11 didn't get deep into a conversation.</p> <p>12 I want to be respectful of other</p> <p>13 people's viewpoints and what they're</p> <p>14 advocating. If somebody thinks it would be a</p> <p>15 great idea for a linear park, as an elected</p> <p>16 CDD supervisor, I feel like I have an</p> <p>17 obligation to listen to the person and try to</p> <p>18 be open minded.</p> <p>19 I'm just being frank up front, I think</p> <p>20 they'd have an uphill battle with me</p> <p>21 personally, but I'm going to listen to them.</p> <p>22 I mean, I'm going to just be honest. I feel</p> <p>23 like that's appropriate.</p> <p>24 CHAIRMAN MILLS: To add some perspective</p> <p>25 to that, without deluding the owners that live</p> |

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| <p style="text-align: right;">Page 109</p> <p>1 on the golf course -- and, again, I'm one of</p> <p>2 them -- there are 256 homes on the golf course</p> <p>3 and 3500 homes in Westchase. Okay?</p> <p>4 MR. HIRSCH: Yes. I understand.</p> <p>5 CHAIRMAN MILLS: So while -- and, again,</p> <p>6 I can't speak for the other board members</p> <p>7 either, but, you know, keeping it as a golf</p> <p>8 course is not just to the benefit of 256</p> <p>9 homes. But there are considerations that this</p> <p>10 board and the WCA has to entertain on a</p> <p>11 community-wide basis for the betterment of the</p> <p>12 entire community. And I don't know the answer</p> <p>13 to that yet. But it is a factual delineation</p> <p>14 of residents that less than 10 percent of the</p> <p>15 residents live on the golf course.</p> <p>16 MR. HIRSCH: I understand exactly what</p> <p>17 you're saying. You have to also realize that,</p> <p>18 like in my case, I've lived here for 24 and a</p> <p>19 half years. We were one of the first ones to</p> <p>20 move into this neighborhood when it was first</p> <p>21 being developed. We bought on our lot</p> <p>22 specifically because it was on the golf</p> <p>23 course.</p> <p>24 MR. ROSS: I understand.</p> <p>25 MR. HIRSCH: And I understand there may</p> | <p style="text-align: right;">Page 111<br/>Agenda Page 32</p> <p>1 anybody has any further comments -- wait a</p> <p>2 minute -- with, you know, be conscious of</p> <p>3 misinformation and rumors and things that</p> <p>4 don't have necessarily anything to do with the</p> <p>5 topic we're discussing.</p> <p>6 I've read the thread today on the social</p> <p>7 media, and one comment was, "Can we get a left</p> <p>8 turn back into the Fords before we start</p> <p>9 this?"</p> <p>10 You know, again, I've lived here 20</p> <p>11 years. I remember the six lanes of Linebaugh</p> <p>12 project, I remember when the World of Beer was</p> <p>13 coming in. You know, what happens is, the</p> <p>14 community gets into an uproar and is typically</p> <p>15 misplaced by lack of information,</p> <p>16 misinformation, or what I think, or what you</p> <p>17 think, and not necessarily the facts.</p> <p>18 And this isn't something that's going to</p> <p>19 happen tonight. It's not something that's</p> <p>20 going to happen next month. It's a long way</p> <p>21 down the road with more public meetings and</p> <p>22 input, and we welcome all that from everybody.</p> <p>23 MR. HIRSCH: Can I just ask one</p> <p>24 question? If you can separate yourself from</p> <p>25 the board -- and it's hard to do -- and</p> |
| <p style="text-align: right;">Page 110</p> <p>1 not be more than 256 lots that join that golf</p> <p>2 course, but probably 255 of them bought for</p> <p>3 that specific reason.</p> <p>4 CHAIRMAN MILLS: I'm not going to</p> <p>5 disagree with you, I'm just pointing out the</p> <p>6 numbers of and the magnitude of --</p> <p>7 MR. HIRSCH: We also paid a premium for</p> <p>8 those lots.</p> <p>9 CHAIRMAN MILLS: -- the amount of</p> <p>10 considerations that are going to have to be</p> <p>11 being once there's a letter of intent that</p> <p>12 have not begun yet. And you all are bringing</p> <p>13 up great points, and we expect -- you know,</p> <p>14 we've got banking, engineering, legal,</p> <p>15 financial, and corporate business experience</p> <p>16 sitting in front of you, and 10,000 assistants</p> <p>17 out there that we expect when we -- if we</p> <p>18 decide to even move to the next level.</p> <p>19 There's going to be a lot more</p> <p>20 discussion and a lot more review and</p> <p>21 exploration of all the issues you've brought</p> <p>22 up, and they're all excellent ones.</p> <p>23 We're not doing anything today. We're</p> <p>24 not writing a check tonight. And there's more</p> <p>25 to come. And I guess I'll close this, unless</p>                          | <p style="text-align: right;">Page 112</p> <p>1 address -- as you said to this gentleman here,</p> <p>2 if it adds up to 10 percent of the overall</p> <p>3 Westchase community that lives on the golf</p> <p>4 course and we -- and those people, as this</p> <p>5 gentleman said, specifically when they paid a</p> <p>6 premium price, whatever it is, for -- and paid</p> <p>7 attention to basic real estate law about</p> <p>8 living on a golf course or near water, or</p> <p>9 whatever it might be, you go into that</p> <p>10 premise, but as you are, you live on a golf</p> <p>11 course, and I don't know what the premise was</p> <p>12 that you bought on or anything like that, but</p> <p>13 separate yourself and put yourself in this</p> <p>14 gentleman's place and let me know how you feel</p> <p>15 as one of those 250-some-odd people.</p> <p>16 CHAIRMAN MILLS: I'll be happy to</p> <p>17 respond, and I'll let Mr. Ross chime in.</p> <p>18 MR. ROSS: I appreciate the feelings</p> <p>19 behind your comments.</p> <p>20 CHAIRMAN MILLS: No. I said I'll</p> <p>21 respond.</p> <p>22 MR. ROSS: Okay. I'm going to talk --</p> <p>23 no.</p> <p>24 CHAIRMAN MILLS: It's a fair question.</p> <p>25 And I'll step out of all of this and use</p>  |



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| <p style="text-align: right;">Page 113</p> <p>1 Walden Lakes in Plant City as an example.</p> <p>2 Those people bought on a golf course, too. It</p> <p>3 failed, and it's an overgrown property. So</p> <p>4 what voice did those people have? They're</p> <p>5 screwed. Right?</p> <p>6 Our efforts, and you haven't heard</p> <p>7 anything tonight to differentiate other than a</p> <p>8 general intent that has not yet been voted or</p> <p>9 acted upon, is for the protection of the</p> <p>10 community.</p> <p>11 And in my personal opinion, that's a</p> <p>12 golf course. You know. I didn't live on a</p> <p>13 golf course for 18 of the 20 years I've lived</p> <p>14 here, but I still felt like I lived in a golf</p> <p>15 course community.</p> <p>16 Now, can that golf course perform</p> <p>17 better? We seem to think it can. Right? Can</p> <p>18 it can be -- you know, can events that are</p> <p>19 Westchase based that are done at the Eagles --</p> <p>20 it's an atrocity. Okay?</p> <p>21 So there's a lot of potential and a lot</p> <p>22 of issues that we haven't even started to</p> <p>23 scratch the surface on here tonight. Right?</p> <p>24 But to Mr. Ross's point, and maybe I'm</p> <p>25 stealing your thunder --</p>                      | <p style="text-align: right;">Page 115<br/>Agenda Page 33</p> <p>1 out? Stay tuned, keep coming to our meetings,</p> <p>2 et cetera.</p> <p>3 But I just beg of you, we are not as far</p> <p>4 down the line as you guys are. And I</p> <p>5 understand your investment. It's your home,</p> <p>6 and so of course you're going to be worried</p> <p>7 about this, that, and whether we're going to</p> <p>8 take a right turn or left turn and go down that</p> <p>9 path. We're just not there yet.</p> <p>10 But I -- I love these other guys. They</p> <p>11 work hard, they're good people, they're</p> <p>12 committed to doing the right thing. And I ask</p> <p>13 you to accept that we will be open, honest,</p> <p>14 transparent, and like today, listen to you and</p> <p>15 what you got to say.</p> <p>16 MR. MENDENHALL: Okay.</p> <p>17 MR. FRALEIGH: I'm glad we could give</p> <p>18 you an animated meeting for a change.</p> <p>19 CHAIRMAN MILLS: Yeah. It's nice to see</p> <p>20 that we paid for these seats for a reason.</p> <p>21 MS. McCORMICK: We're going to</p> <p>22 continue --</p> <p>23 MR. ROSS: What did we decide to do?</p> <p>24 CHAIRMAN MILLS: We're going to put this</p> <p>25 as an agenda item on our February 6th meeting</p> |
| <p style="text-align: right;">Page 114</p> <p>1 MR. ROSS: Steal away.</p> <p>2 CHAIRMAN MILLS: -- in the event of a</p> <p>3 bad outcome, the 256 residents that bought</p> <p>4 into a golf course property paid a premium,</p> <p>5 that's where they wanted, that's where they</p> <p>6 built their homes 25 years ago. If townhomes</p> <p>7 get put behind there, and we didn't do our</p> <p>8 diligence to protect what's there now, five</p> <p>9 different people will be sitting up here come</p> <p>10 election time. Right?</p> <p>11 So, you know, there's some realities to</p> <p>12 all of this. Right?</p> <p>13 And so, Mr. Ross.</p> <p>14 MR. ROSS: I wanted to, again,</p> <p>15 acknowledge the passion and the thoughtfulness</p> <p>16 behind your remark. But what I would ask of</p> <p>17 you is to accept an assumption about the four</p> <p>18 people that are up here. We're smart, we work</p> <p>19 hard, we're honest, we're committed to the</p> <p>20 community, we're not motivated by ill intent,</p> <p>21 we're not interested in drama and all that</p> <p>22 kind of gobble goop.</p> <p>23 And so in the discharge of our duties,</p> <p>24 we are going to contemplate the two, three,</p> <p>25 four -- five sides of an issue. How we come</p> | <p style="text-align: right;">Page 116</p> <p>1 at the swim and tennis center.</p> <p>2 MS. WHYTE: 4:00 p.m.</p> <p>3 CHAIRMAN MILLS: And stay tuned.</p> <p>4 MS. McCORMICK: And there may be a draft</p> <p>5 letter of intent that would also be on that.</p> <p>6 If that's the case, hopefully we'll have a</p> <p>7 draft document that will be part of the agenda</p> <p>8 materials that will be available.</p> <p>9 MS. WHYTE: And it will be posted on our</p> <p>10 website, which you can review. It has to be</p> <p>11 there seven days prior to the meeting.</p> <p>12 MS. McCORMICK: Or maybe it won't be a</p> <p>13 letter of intent. Maybe it will be some</p> <p>14 other --</p> <p>15 MR. CHESNEY: Some additional</p> <p>16 information will be available.</p> <p>17 (Multiple speakers speaking at once.)</p> <p>18 CHAIRMAN MILLS: Hold on. Hold on</p> <p>19 please.</p> <p>20 MS. WHYTE: The court stenographer is</p> <p>21 having a difficult time understanding.</p> <p>22 MR. ROSS: I understand that it's</p> <p>23 routine in commercial transactions to do a</p> <p>24 letter of intent.</p> <p>25 MS. McCORMICK: But not needed.</p>   |

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| <p style="text-align: right;">Page 117</p> <p>1 MR. ROSS: I get it. And I'm not going</p> <p>2 to diminish -- that's your frame of reference</p> <p>3 and experience.</p> <p>4 But I just feel like Greg has busted his</p> <p>5 rear end to communicate. He's got good</p> <p>6 information. Why not have something more</p> <p>7 solid for the community so that whether it be</p> <p>8 an LOI that is a two-page document that's got</p> <p>9 ten paragraphs and says boop, boop, boop,</p> <p>10 boop, boop?</p> <p>11 Why not have the typical contract that's</p> <p>12 going to be -- what? -- 30 pages or whatever</p> <p>13 it is, and people can dive into it in whatever</p> <p>14 detail they want to, and it will be a more</p> <p>15 meaningful conversation?</p> <p>16 MS. McCORMICK: We can do -- we can do</p> <p>17 that. We can have, you know, a draft purchase</p> <p>18 and sale agreement. At the end of the day,</p> <p>19 it's all going to be subject to being vetted</p> <p>20 and discussed at that public meeting, and then</p> <p>21 the board will decide whether it wants to move</p> <p>22 on it at the February meeting or not.</p> <p>23 MR. FARLEY: Okay. Let me just ask you</p> <p>24 one thing to make completely sure I'm clear.</p> <p>25 If you're going to do that, is your intent</p> | <p style="text-align: right;">Page 119<br/>Agenda Page 34</p> <p>1 maybe hiring a consultant to help us through</p> <p>2 the process. You know, we had identified one.</p> <p>3 MR. ROSS: Okay. If you feel like we're</p> <p>4 not ready to go to contract, you're the lead,</p> <p>5 and I'll defer to your judgment.</p> <p>6 MR. CHESNEY: I don't know that a</p> <p>7 contract -- I'm not a lawyer, so I don't know.</p> <p>8 The contract doesn't -- I mean, it's just a</p> <p>9 document.</p> <p>10 MR. ROSS: Yeah, I think the contract --</p> <p>11 MS. McCORMICK: Hire a consultant or</p> <p>12 have counsel --</p> <p>13 MR. CHESNEY: A consultant --</p> <p>14 MS. McCORMICK: Okay.</p> <p>15 MR. ROSS: Are you saying you want a</p> <p>16 consultant for the contract?</p> <p>17 MR. CHESNEY: I think going through the</p> <p>18 due diligence period you should retain a</p> <p>19 consultant.</p> <p>20 MR. ROSS: Agreed. Again, we can talk</p> <p>21 about that more if we get it under contract,</p> <p>22 but --</p> <p>23 MR. CHESNEY: Sure.</p> <p>24 MR. ROSS: -- I'm not disagreeing with</p> <p>25 that, but --</p>  |
| <p style="text-align: right;">Page 118</p> <p>1 then to vote on it at that meeting with the</p> <p>2 signing of the contract?</p> <p>3 MR. CHESNEY: Well, it's not a contract</p> <p>4 at that point, but it's a --</p> <p>5 MR. FARLEY: Well, I mean, if you do a</p> <p>6 purchase contract, it is a contract. I just</p> <p>7 want to know -- I think --</p> <p>8 MR. CHESNEY: I'm not a lawyer, so --</p> <p>9 MR. FARLEY: -- to have an effective</p> <p>10 meeting, I think it's important that you</p> <p>11 communicate what's the purpose of the meeting.</p> <p>12 MR. ROSS: That's what we're talking</p> <p>13 about. We're not there yet. So my purpose to</p> <p>14 present the contract is there is no cost to</p> <p>15 the community, there is no penalty to the</p> <p>16 community, you can opt out at any time in the</p> <p>17 due diligence period.</p> <p>18 MR. CHESNEY: Yes, that would be my</p> <p>19 intent as well, yes.</p> <p>20 MR. ROSS: The other thing is the legal</p> <p>21 fees that Erin is going to have spend</p> <p>22 whatever time and energy on, and it's going to</p> <p>23 be more expensive than an LOI.</p> <p>24 MR. CHESNEY: Yeah, and we had, in our</p> <p>25 workshop, discussed potentially at some point</p>  | <p style="text-align: right;">Page 120</p> <p>1 MR. CHESNEY: And that's why I wanted to</p> <p>2 have the extra week, because I know we have a</p> <p>3 proposal for them, but I don't -- I don't know</p> <p>4 what it says. I got it over Christmas.</p> <p>5 MR. ROSS: Because my concern about the</p> <p>6 LOI, we're just going to have a repeat of this</p> <p>7 meeting, that people expressing --</p> <p>8 MS. McCORMICK: Right.</p> <p>9 MR. ROSS: -- their very legitimate</p> <p>10 fears, concerns, apprehensions, whatever you</p> <p>11 want to use, and those are -- I'm not going to</p> <p>12 diminish those, but we're not going to resolve</p> <p>13 that between now and the entry into a</p> <p>14 contract.</p> <p>15 We don't resolve the apprehensions until</p> <p>16 after we're in the contract and they've got</p> <p>17 contractual obligations to produce their</p> <p>18 documents. That's my point.</p> <p>19 MR. FRALEIGH: The letter of intent</p> <p>20 would then tell us what's the intent. Is the</p> <p>21 intent to purchase what the price is?</p> <p>22 MR. ROSS: No.</p> <p>23 MR. FRALEIGH: We don't know any of</p> <p>24 that.</p> <p>25 MR. ROSS: A letter of intent is --</p> |

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| <p style="text-align: right;">Page 121</p> <p>1 MR. FRALEIGH: I know what a letter of</p> <p>2 intent is. I've sold businesses. I</p> <p>3 understand what a letter of intent is.</p> <p>4 Somewhere in that letter of intent --</p> <p>5 MR. ROSS: Okay. We'll agree to</p> <p>6 disagree then.</p> <p>7 MR. FRALEIGH: -- okay -- it's going to</p> <p>8 say what the price is in that letter of</p> <p>9 intent. Correct?</p> <p>10 MR. ROSS: That's one of the things it</p> <p>11 does. It does not commit you to moving</p> <p>12 forward with the same documents.</p> <p>13 MR. FRALEIGH: Okay. I understand that.</p> <p>14 But it's the letter of intent, it's saying</p> <p>15 that we're willing at this point in time,</p> <p>16 prior to due diligence, that we would venture</p> <p>17 in to say this is what I think we're willing</p> <p>18 to pay. I think the homeowners should have</p> <p>19 some say as to what that is.</p> <p>20 MR. ROSS: I had the impression that</p> <p>21 half the room already knew what that</p> <p>22 Mr. Neubauer was --</p> <p>23 MR. FRALEIGH: I think I asked that</p> <p>24 question and you said you don't know what the</p> <p>25 price was.</p>  | <p style="text-align: right;">Page 123<br/>Agenda Page 35</p> <p>1 can happen to the golf course.</p> <p>2 MR. TITEN: Who is StanTech? I'm sorry.</p> <p>3 MR. CHESNEY: StanTech's our engineering</p> <p>4 firm. So I did engage them. There is a memo</p> <p>5 on what it would take to turn it into a linear</p> <p>6 park, and I released that as part of the</p> <p>7 minutes at our workshop. I'm sure it will get</p> <p>8 to Chris here in the next couple week of --</p> <p>9 the next week or so.</p> <p>10 Anyways -- and all it is, so after</p> <p>11 reviewing that memo, I will tell you my</p> <p>12 recommendation -- I'm only one of five votes</p> <p>13 on here -- based on the financial information,</p> <p>14 I would not recommend that you do that. It</p> <p>15 doesn't make any sense. I mean, it's just a</p> <p>16 colossal expense. I mean, it's expensive</p> <p>17 enough to buy the land.</p> <p>18 So, I mean, if that makes you feel any</p> <p>19 better, as someone that's done most of the</p> <p>20 projections, there's no way I would recommend</p> <p>21 us buying it as anything else other than a</p> <p>22 golf course. And I've spent more time on</p> <p>23 this.</p> <p>24 MR. TITEN: If that's what you commit</p> <p>25 to, you will not have --</p>                             |
| <p style="text-align: right;">Page 122</p> <p>1 MR. CHESNEY: It's \$4,000,000 --</p> <p>2 MR. FRALEIGH: I think it's -- for what</p> <p>3 it's worth -- your downside is not to do what</p> <p>4 you just said. Those are intelligent business</p> <p>5 decisions.</p> <p>6 But without the commitment of what your</p> <p>7 intent to do with the property is, is where</p> <p>8 the homeowners are going to light the torches.</p> <p>9 That's really -- because if you work this</p> <p>10 backwards and said -- I would tell you, you</p> <p>11 wouldn't fill that room.</p> <p>12 If you put out -- hypothetically, if you</p> <p>13 put out a notice that said, "We're going" --</p> <p>14 the CDD or whatever your initials are, "We're</p> <p>15 going to go ahead and buy the golf course to</p> <p>16 be a golf course and keep it as a golf course</p> <p>17 community in perpetuity," you won't fill the</p> <p>18 room.</p> <p>19 MR. CHESNEY: Yeah. How about -- maybe</p> <p>20 I can clear some of this up, some of this</p> <p>21 concern is that -- so, yes, I did contact</p> <p>22 StanTech to look at various options.</p> <p>23 And I don't want to speak on multiple --</p> <p>24 I mean, multiple residents, as Brian</p> <p>25 indicates, might have multiple ideas of what</p> | <p style="text-align: right;">Page 124</p> <p>1 MR. CHESNEY: Yeah. So as someone that</p> <p>2 knows -- and I don't want to talk for anyone</p> <p>3 else -- but as someone who knows the most at</p> <p>4 this time about this transaction, I would not</p> <p>5 recommend that it be purchased for anything</p> <p>6 else, as a golf course. It doesn't make any</p> <p>7 sense, because you would lose the revenue</p> <p>8 stream from the -- the property, and the</p> <p>9 property costs a substantial amount of money.</p> <p>10 MR. HIRSCH: But to his point, and what</p> <p>11 was mentioned earlier, is that regardless of</p> <p>12 what is said here, an opinion or whatever, you</p> <p>13 guys have the last say in the matter. You</p> <p>14 have -- regardless of what you agree on --</p> <p>15 MR. FRALEIGH: Unless the WCA buys it.</p> <p>16 MR. CHESNEY: Yeah. I mean, someone</p> <p>17 else could buy it, yeah.</p> <p>18 MR. FRALEIGH: Why isn't that being</p> <p>19 discussed? And that's why I want that</p> <p>20 suggestion to go forward.</p> <p>21 MR. CHESNEY: You know what. I can talk</p> <p>22 to you a little bit about that.</p> <p>23 MR. HIRSCH: I want to tell you</p> <p>24 something right now, though. If you, down the</p> <p>25 road, after your projection, if you want to go</p> |

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| <p style="text-align: right;">Page 125</p> <p>1 to contract or whatever, your next meeting is</p> <p>2 going to be -- well, you might as well rent</p> <p>3 out Raymond James stadium, because people are</p> <p>4 going to need room, you know, to flex their</p> <p>5 muscles here on their own part.</p> <p>6 And they're going to go back, to what</p> <p>7 Brian said to me, to their passions, and</p> <p>8 you're going to hear it; and you're going to</p> <p>9 hear it, and hear it all over again, and hear</p> <p>10 it for as many times, because when you do make</p> <p>11 that final decision, you know, you will have</p> <p>12 the pulse of this community as far as that is</p> <p>13 concerned.</p> <p>14 MR. CHESNEY: Yeah. So, like I said, I</p> <p>15 mean, we stopped at once the financial models</p> <p>16 -- we kind of looked at it and on what makes</p> <p>17 sense. So I really -- I wouldn't worry about</p> <p>18 that as much.</p> <p>19 I think the broader issue is, is it</p> <p>20 worth -- you know, you have an owner that has</p> <p>21 a certain price. Is it worth controlling, as</p> <p>22 a community? Is it worth controlling that</p> <p>23 asset, you know? You know, that, even I</p> <p>24 struggle with still.</p> <p>25 I mean, I don't really know myself yet.</p> | <p style="text-align: right;">Page 127<br/>Agenda Page 36</p> <p>1 And I want -- I would wonder if the</p> <p>2 input, if you guys do and -- present it to the</p> <p>3 community on what you would do if you want to</p> <p>4 keep this a golf community, what you would do</p> <p>5 better to make this a little more attractive</p> <p>6 than anything else and not to have the tragedy</p> <p>7 that happened, you know, in Plant City.</p> <p>8 And I just -- I just think, from my</p> <p>9 perspective, I haven't seen any big changes</p> <p>10 here other than the upkeep of the course and</p> <p>11 the clubhouse. I haven't seen the major</p> <p>12 changes that would attract people. But that's</p> <p>13 because it's remained the same, as everybody</p> <p>14 else has.</p> <p>15 But I think it's really important that</p> <p>16 if you enter and buy this as a golf community,</p> <p>17 that the community itself, as well as -- as</p> <p>18 well as the CDD or WCA, to make sure that this</p> <p>19 is a better golf course to go to. Make</p> <p>20 improvements, go out and make additions to it,</p> <p>21 but -- and I'm not going to suggest</p> <p>22 privatization here, but, I mean, that's -- if</p> <p>23 you're going to ask us to, you know, put up</p> <p>24 more money on this, then it should be run the</p> <p>25 right way and not the way it's been run for</p> |
| <p style="text-align: right;">Page 126</p> <p>1 I've got to think about that. Is it worth</p> <p>2 controlling that asset for a price, which, you</p> <p>3 know, you don't know what the future holds,</p> <p>4 but, you know, I'm thinking -- I'm thinking --</p> <p>5 please don't hold me to it -- it might be, you</p> <p>6 know, \$65 per homeowner.</p> <p>7 Now, if you look around, well, \$65 per</p> <p>8 year to guarantee that Westchase always has</p> <p>9 Westchase Golf Club and retains that stature?</p> <p>10 I mean, the golf course is great. It has a</p> <p>11 great reputation. So, I mean, that might be</p> <p>12 worth it.</p> <p>13 MR. TITEN: It's a no-brainer.</p> <p>14 No-brainer.</p> <p>15 MR. CHESNEY: So that's what I'm saying,</p> <p>16 focus on the broader issue that affects</p> <p>17 everybody's homes.</p> <p>18 MR. HIRSCH: Well, I would like you</p> <p>19 guys, if you buy it -- if you buy the</p> <p>20 property, that I -- you know, I mean,</p> <p>21 obviously it's been a lot of mistakes. Maybe</p> <p>22 there's no more mistakes to be made. I don't</p> <p>23 know. I don't know how this golf course was</p> <p>24 run, but obviously it's not being run well</p> <p>25 enough.</p>   | <p style="text-align: right;">Page 128</p> <p>1 the last 17 years.</p> <p>2 CHAIRMAN MILLS: I would agree with</p> <p>3 that.</p> <p>4 I'm going to call a stop here. For</p> <p>5 those of you who have not attended meetings</p> <p>6 previously, our court stenographer has been</p> <p>7 banging away for two hours, and I promised her</p> <p>8 a union break at 6:00. So we're going to take</p> <p>9 five or ten minutes and give her a break.</p> <p>10 We will be reconvening on February 6th</p> <p>11 with this issue. The last thing I'll tell you</p> <p>12 before I give her a break is, to your point,</p> <p>13 sir, perhaps, if the board puts out that the</p> <p>14 intention is to keep it a golf course, in your</p> <p>15 opinion, the room won't be full next month.</p> <p>16 MR. CHESNEY: It might be.</p> <p>17 THE COURT: But it might be full of the</p> <p>18 people that Brian has spoken to that want it</p> <p>19 to be something else.</p> <p>20 MR. CHESNEY: Yeah.</p> <p>21 CHAIRMAN MILLS: And that's the</p> <p>22 challenge in the 20 years I've participated as</p> <p>23 a voting member, as a WCA president, as a</p> <p>24 county commissioner, Citizen Advisory</p> <p>25 Committee member, and as a member of this</p>   |

1 board and now the chair, there are two or  
 2 three sides to every topic in the community.  
 3 MR. FRALEIGH: Different colored  
 4 torches.  
 5 CHAIRMAN MILLS: And you guys showed up  
 6 today, and if we were to say it's only going  
 7 to be a golf course, then 50 people will show  
 8 up next month that want it to be a linear  
 9 park. And we have to address those and  
 10 consider those.  
 11 MR. HIRSCH: I guarantee there won't be  
 12 50 people here then.  
 13 MR. TITEN: Well, we'll now write you a  
 14 check.  
 15 MR. FARLEY: One last question. Who  
 16 will pay for the golf course?  
 17 MR. CHESNEY: Do you mean -- well, I  
 18 mean, the CDD would pay for the golf course.  
 19 Do you mean --  
 20 MR. FARLEY: Ultimately, the homeowners  
 21 are assessed?  
 22 MR. CHESNEY: All the homeowners are  
 23 assessed through your tax bill. And it would  
 24 be -- just to be specific, it would be just  
 25 the homeowners that would be assessed, not the

1 corporate -- not the commercial side. I'm  
 2 looking at you. That's your --  
 3 MR. FARLEY: What is your model --  
 4 MS. MCCORMICK: Yeah. Do you want the  
 5 methodology that --  
 6 MR. CHESNEY: Okay. Yes. So that's who  
 7 would be assessed for it, yes.  
 8 MR. FARLEY: Okay. And in your model, I  
 9 assume you worked some numbers. What is that  
 10 assessment?  
 11 MR. CHESNEY: Well, \$65 a year,  
 12 approximately.  
 13 MR. BARRETT: Does that include new  
 14 investments?  
 15 MR. CHESNEY: Yeah, that includes new  
 16 investments. I forgot what I modeled on it,  
 17 but like I want to three hundred fifty -- I  
 18 know I modeled some stuff that later I didn't  
 19 think needed to be done, like new greens, some  
 20 stuff like that.  
 21 MR. FARLEY: \$65 a year per resident --  
 22 MR. CHESNEY: Per home, not per  
 23 resident.  
 24 MR. FARLEY: -- for 500 homes?  
 25 MR. CHESNEY: Yeah.

1 MR. FARLEY: I'm sorry?  
 2 MR. CHESNEY: Oh, it works.  
 3 MR. FARLEY: What period of time?  
 4 MR. CHESNEY: It's 20 years. A 20-year  
 5 note, and ten year -- no -- 20-year  
 6 amortization, you know, a 10-year note that,  
 7 you know, would renew.  
 8 MR. FARLEY: And that includes  
 9 maintenance and --  
 10 MR. CHESNEY: Yeah.  
 11 MR. BARRETT: That includes maintenance.  
 12 MR. CHESNEY: It includes maintenance --  
 13 yeah.  
 14 CHAIRMAN MILLS: All those details will  
 15 be forthcoming.  
 16 MR. CHESNEY: So -- yeah. And it is my  
 17 intention to release that. Some of that  
 18 information, you know, I used the financial  
 19 information from the golf course. So, you  
 20 know, so I have kind of -- I've not had an  
 21 opinion on exactly how that works, so -- and  
 22 then I did use -- I didn't come up with this  
 23 myself.  
 24 I'm not a real estate person. I mean, I  
 25 definitely know finance, but I'm not a -- I

1 think the only real estate I've ever bought is  
 2 my house here in Westchase, so -- but I did  
 3 use a consultant in the golf course industry  
 4 for a lot of that information, so --  
 5 CHAIRMAN MILLS: We've got to give Kim a  
 6 break here. It's been two hours. If you want  
 7 to wait around for five or ten minutes, we'll  
 8 reconvene.  
 9 (Recess from 6:06 p.m. to 6:20 p.m.)  
 10 CHAIRMAN MILLS: All right. Let's go  
 11 ahead and get started, and Mr. Chesney will  
 12 join us when he joins us. Poor Tonja has been  
 13 on the phone since yesterday.  
 14 So let's reconvene.  
 15 MR. MENDENHALL: Yep. Okay.  
 16 Bob, did you have a question on the  
 17 golf?  
 18 MR. ARGUS: Yes. Just a quick question.  
 19 You all recently restructured the  
 20 meetings where you have workshops.  
 21 My question is: Will any of this golf  
 22 course information come up at the workshop  
 23 prior to the next meeting?  
 24 It was alluded to that some information  
 25 was shared at this month's workshop. So I

1 just need a clarification as to whether I need  
 2 to be at the next workshop, in case  
 3 information is going to be disseminated, or  
 4 will you guarantee this isn't coming up until  
 5 the next meeting?  
 6 CHAIRMAN MILLS: All residents are  
 7 welcome to attend the workshops.  
 8 MR. ARGUS: Understood.  
 9 CHAIRMAN MILLS: What will come up or  
 10 what -- you know, I don't know yet.  
 11 MS. McCORMICK: Is there a workshop this  
 12 coming month?  
 13 CHAIRMAN MILLS: Well, there's one  
 14 scheduled every month. We're going to talk  
 15 about it here at the end of the meeting under  
 16 supervisor requests, whether we want to  
 17 continue that pace or do something different,  
 18 or if there's a need. And so we'll address  
 19 that in a little while.  
 20 MR. MENDENHALL: Sure.  
 21 MR. ARGUS: Okay. Thank you.  
 22 CHAIRMAN MILLS: So -- all right. Let's  
 23 move -- let's keep moving.  
 24 MR. MENDENHALL: Yep. That moves us to  
 25 the engineer's report. Tonja has been on the

1 phone.  
 2 So, Tonja, I'll give you the floor if  
 3 you have a report this evening.  
 4 CHAIRMAN MILLS: Thanks for your  
 5 patience, Tonja.  
 6 MS. STEWART: Good evening. Yeah, I  
 7 have a couple of items to follow up on.  
 8 The first is on the Westlake Townhomes  
 9 conveyance. I spoke to the developer today,  
 10 and they're still waiting on a legal  
 11 description for the paperwork to be filed.  
 12 They are kind of on a tight schedule, but  
 13 we're at the mercy of their schedule to get  
 14 the stuff over to them. So for the board's  
 15 information, we're still, I guess, working on  
 16 it. We're progressing, just progressing  
 17 slowly.  
 18 MS. McCORMICK: What is their time line  
 19 -- what is -- Tonja?  
 20 MS. STEWART: I'm sorry?  
 21 MS. McCORMICK: What is the time line  
 22 that they have for turnover to the -- of the  
 23 HOA?  
 24 MS. STEWART: I understand it was going  
 25 to happen in March.

1 MS. McCORMICK: So really this would  
 2 have to be approved at the February meeting.  
 3 MS. STEWART: The conveyance?  
 4 MS. McCORMICK: Right. We'd have to  
 5 have --  
 6 MS. STEWART: I will send an email to  
 7 Mark Spada of M/I Homes, and I will state that  
 8 in the email to see if we make any progress.  
 9 MS. McCORMICK: Yeah. I just don't see  
 10 how that might happen because we really only  
 11 have three weeks between now and the February  
 12 meeting.  
 13 MS. STEWART: I don't know how it's  
 14 going to happen either. I'll send him an  
 15 email kind of expressing concern or what's  
 16 going to happen as a result of that, and I'll  
 17 copy you on it, Erin, so that you're in the  
 18 flow of communication with them.  
 19 CHAIRMAN MILLS: Brian has a question.  
 20 MR. ROSS: As part of that process,  
 21 Erin, will you make sure you get a copy of the  
 22 survey and review that as part of this  
 23 process?  
 24 MS. McCORMICK: Okay. I'm just not very  
 25 hopeful that the permit is going to be done

1 and that the conveyance is actually going to  
 2 happen unless after the turnover their HOA is  
 3 willing to convey it to the district.  
 4 CHAIRMAN MILLS: So that would restart  
 5 the process?  
 6 MS. McCORMICK: Well, it wouldn't  
 7 restart the process, but I think that the  
 8 reason that we were trying to get it done  
 9 before the turnover is because the developer  
 10 is willing to convey it to the CDD. We don't  
 11 know once the residents control the homeowners  
 12 association if they will also be --  
 13 CHAIRMAN MILLS: Well, will the  
 14 homeowners take over control? We had  
 15 developer control here for a long time.  
 16 MS. McCORMICK: I think that if the  
 17 developer has completed the buildout, I think  
 18 that's a much smaller project, then they  
 19 probably don't want to -- they don't have any  
 20 interest in continuing their involvement with  
 21 the community at that point.  
 22 CHAIRMAN MILLS: Okay.  
 23 MR. ROSS: And my concern emanates more  
 24 from the cynicism of being Brian Ross, that  
 25 it's not difficult to put together a legal

1 description. You know that. I know that.  
 2 MS. McCORMICK: Right.  
 3 MR. ROSS: And so why it's taking now --  
 4 what are we going on? I've lost track -- a  
 5 number months. I can't help but think, is  
 6 there something that's showing up on the  
 7 survey that they're thinking they're just  
 8 going to jam through at the last minute? Is  
 9 there an encroachment, an easement, some other  
 10 type of issue with the legal that clearly  
 11 should show up in a survey?  
 12 MS. STEWART: Based on the events that  
 13 occurred getting to the point to get a  
 14 surveyor involved to create the legal, it  
 15 sounds like to me that it's strictly everybody  
 16 being so crazy busy, and this not being a  
 17 priority for them.  
 18 MR. ROSS: That's a different issue if  
 19 it's not a priority. But it's just -- it's  
 20 not difficult to assemble a legal --  
 21 MS. McCORMICK: Right.  
 22 CHAIRMAN MILLS: Okay.  
 23 MS. STEWART: Do you want me to send  
 24 them an email?  
 25 CHAIRMAN MILLS: I think anything that

1 we can do to expedite it at this point --  
 2 MS. STEWART: Sure.  
 3 CHAIRMAN MILLS: -- will be helpful.  
 4 MS. STEWART: And I can copy to -- Jim,  
 5 I'll copy Erin, Andy, and you, Jim, as the  
 6 chair.  
 7 CHAIRMAN MILLS: Okay. What else you  
 8 got?  
 9 MS. STEWART: Oh. And the other items I  
 10 have, I believe that you discussed in your  
 11 workshop in regard to the pavement  
 12 preservation stuff.  
 13 We're beginning to start three projects,  
 14 Meadow Point IV, Seven Oaks, and Bridgewater,  
 15 Wesley Chapel. So there will be some projects  
 16 that we will be able to see how it goes and  
 17 then report back how things go, and then you  
 18 can make decisions over time whether you want  
 19 to pursue it, if you want to wait. You know,  
 20 whatever you may want to do.  
 21 But at this point, I don't really  
 22 necessarily think that you should make any  
 23 decisions about it, just kind of monitor how  
 24 things go on these projects that are going to  
 25 use it.

1 CHAIRMAN MILLS: Are any of those  
 2 projects -- do any of those other projects  
 3 have the same ingress/egress issues we  
 4 identified when the gentleman was here?  
 5 MS. STEWART: Yes. Seven Oaks.  
 6 CHAIRMAN MILLS: Okay. So --  
 7 MS. STEWART: So it will be similar in  
 8 nature.  
 9 CHAIRMAN MILLS: Be interested to hear  
 10 how that is done because that was a big  
 11 concern. It's a big concern.  
 12 MR. LEWIS: Tonja, this is Matt. Were  
 13 you still working on some kind of a plan with  
 14 the contractor? I forget the gentleman's  
 15 name.  
 16 MS. STEWART: Absolutely. The contract  
 17 that we prepared for Meadow Point IV -- and I  
 18 can distribute it to the board if you like --  
 19 it's pretty all inclusive in terms of  
 20 completely what our expectations and goals and  
 21 objectives are.  
 22 So if you'd like, I could distribute  
 23 that to the board and let you guys review it  
 24 and see how detailed that we're attempting to  
 25 get and how we're dealing with it.

1 CHAIRMAN MILLS: Seven -- was it Seven  
 2 Points that was the ingress/egress project?  
 3 MS. STEWART: Seven Oaks.  
 4 CHAIRMAN MILLS: Seven Oaks. So has  
 5 that plan been developed for that project?  
 6 MS. STEWART: We had -- we're working on  
 7 a plan right now. We have a draft contract  
 8 going to the board tomorrow evening at their  
 9 board meeting, and it is -- basically mimics  
 10 the Meadow Point IV contract that we're  
 11 initiating. They're going to start work on  
 12 Monday.  
 13 CHAIRMAN MILLS: But Meadow Point does  
 14 not have the ingress/egress issue. Right?  
 15 MS. STEWART: Oh, no. They really all  
 16 do. They really all have some --  
 17 CHAIRMAN MILLS: I thought one of them  
 18 was --  
 19 MS. STEWART: I would say Bridgewater,  
 20 Wesley Chapel is probably the least.  
 21 CHAIRMAN MILLS: Okay. I thought Meadow  
 22 Point was parking lots or something.  
 23 MS. STEWART: No. We're doing their  
 24 subdivision streets behind the gates.  
 25 CHAIRMAN MILLS: Okay. Okay. All

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| <p style="text-align: right;">Page 141</p> <p>1 right. So we'll be able to see that in</p> <p>2 whatever you send us?</p> <p>3 MS. STEWART: Absolutely. Yeah. This</p> <p>4 will be the -- a test. We're going to fix it</p> <p>5 in the first test to see how things work, how</p> <p>6 things go.</p> <p>7 CHAIRMAN MILLS: Okay.</p> <p>8 MS. STEWART: And then the next thing is</p> <p>9 in regard to the stormwater management, best</p> <p>10 management practices. I had made some</p> <p>11 suggestions on maybe, you know, offering some</p> <p>12 modification to the pond management company to</p> <p>13 see if we can't get them into a more BMP-</p> <p>14 oriented, I guess, service and operation so</p> <p>15 that we can try to reduce or minimize any kind</p> <p>16 of water quality and erosion problems.</p> <p>17 That's really the goal, is to get</p> <p>18 them -- because they're kind of the full-time</p> <p>19 eyes and ears years of our pond, get them</p> <p>20 engaged in doing what we need to do to, you</p> <p>21 know, do the best we can on having the best</p> <p>22 water management practices.</p> <p>23 CHAIRMAN MILLS: Mr. Ross.</p> <p>24 MR. ROSS: Hey, Tonja. This is Brian.</p> <p>25 I saw on your suggestion of the</p>  | <p style="text-align: right;">Page 143<br/>Agenda Page 40</p> <p>1 I am universally finding that the -- and Andy</p> <p>2 can probably speak on this, too -- the pond</p> <p>3 management services in residential</p> <p>4 developments -- okay -- it starts with a</p> <p>5 relationship with the developer who creates</p> <p>6 the scope of services.</p> <p>7 The scope of services are typically</p> <p>8 whatever the minimal services that they can</p> <p>9 get away with. Okay? So no one actually</p> <p>10 looked at the long-term impact to stormwater</p> <p>11 ponds, which is what we've been doing for the</p> <p>12 past ten years. Okay? So what happens is,</p> <p>13 the contract that the developments start out</p> <p>14 with was created with the developer, and we</p> <p>15 inherited as a district in the management</p> <p>16 (inaudible) of the contract.</p> <p>17 So I think what has happened is, the</p> <p>18 companies, because they're so competitive,</p> <p>19 their business really does revolve around</p> <p>20 providing restricted minimal services. They</p> <p>21 don't look outside the box. They don't look</p> <p>22 at the long-term impact of what can happen to</p> <p>23 the pond flow if they're not protected or</p> <p>24 what happens with water when it discharges</p> <p>25 downstream if we're not addressing any kind of</p> |
| <p style="text-align: right;">Page 142</p> <p>1 development of best management practices, and</p> <p>2 my reaction to that was one of head</p> <p>3 scratching, that, in my world, when someone is</p> <p>4 on a regular, long-term contract for service,</p> <p>5 it's my expectation that that service provider</p> <p>6 is going to be ahead of the curve in advising</p> <p>7 the client as to best management practices,</p> <p>8 what's going right, what's going wrong, et</p> <p>9 cetera.</p> <p>10 And the way I reacted to your written</p> <p>11 materials was either I have a misunderstanding</p> <p>12 of the nature of the contract that we have</p> <p>13 with AB, or AB is not proceeding consistent</p> <p>14 with what my expectations were.</p> <p>15 Could you help clarify that?</p> <p>16 MS. STEWART: Yes. As a matter of fact,</p> <p>17 I believe Doug and Sonny and I have kind of</p> <p>18 talked about this over the years. If you look</p> <p>19 back, we've been talking about, you know,</p> <p>20 protecting the grass area, not treating the</p> <p>21 grass area and killing it for a brown ring.</p> <p>22 So we've been talking about some of</p> <p>23 these things for well over ten years, aquatic</p> <p>24 planting. So it's something that we've</p> <p>25 engaged in conversation among ourselves. But</p> | <p style="text-align: right;">Page 144</p> <p>1 water quality problems.</p> <p>2 And I don't know, Andy, if you want to</p> <p>3 agree or disagree or offer an opinion on this,</p> <p>4 too.</p> <p>5 MR. MENDENHALL: Yeah.</p> <p>6 MS. STEWART: But it's like we're</p> <p>7 universally seeing that this is just standard</p> <p>8 operating procedure with these pond management</p> <p>9 companies.</p> <p>10 MR. MENDENHALL: Yeah.</p> <p>11 MS. STEWART: And I think you also will</p> <p>12 find very similarly with landscape maintenance</p> <p>13 companies, trying to engage more with them.</p> <p>14 MR. MENDENHALL: Yeah, I would agree</p> <p>15 with what you're saying, Tonja. And this is</p> <p>16 something that wholesale we see it in</p> <p>17 different communities with different pond</p> <p>18 maintenance companies.</p> <p>19 Basically this sort of thing that Tonja</p> <p>20 is describing, you see it until you tell them</p> <p>21 you see it, and then you try to get it</p> <p>22 rectified, and it's an unfortunate thing.</p> <p>23 And like you said, it's with almost</p> <p>24 every pond company that I've dealt with. I</p> <p>25 deal with it personally. I have a pond behind</p>   |



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| <p style="text-align: right;">Page 145</p> <p>1 my house, and it's the first thing I saw when</p> <p>2 I moved in shortly afterwards, my entire pond</p> <p>3 bank across there was brown, and, you know,</p> <p>4 you start seeing the erosion.</p> <p>5 So it's one of those things that Tonja</p> <p>6 is good at obviously noticing these things and</p> <p>7 keeping on top of, which we have staff also,</p> <p>8 but it's a matter of redirecting them and also</p> <p>9 putting into place some of the plans that, you</p> <p>10 know, Tonja comes up with and what we've</p> <p>11 talked about as far as mitigating some of</p> <p>12 these things with plantings or with best</p> <p>13 management practices, that sort of thing.</p> <p>14 MR. ROSS: Okay. Then two responses I</p> <p>15 have. I point the finger at nobody other than</p> <p>16 myself. For whatever reason, as long as I've</p> <p>17 been on this board, I always had the</p> <p>18 impression -- I'm not saying anybody made this</p> <p>19 representation to me -- but I had the</p> <p>20 impression that it was more of a triumvirate,</p> <p>21 that Tonja was working with AB, AB is working</p> <p>22 with our field team, field team is working</p> <p>23 with Tonja, and they're communicating and</p> <p>24 talking and identifying problems and solving</p> <p>25 problems. And I guess that was a</p> | <p style="text-align: right;">Page 147<br/>Agenda Page 41</p> <p>1 and then we need to have the board approve the</p> <p>2 addendum or the modification to the contract</p> <p>3 to include these best management practices.</p> <p>4 MS. STEWART: Well, but I believe that</p> <p>5 Doug is also involved in this. I know that</p> <p>6 Doug has regular communications with A&amp;B</p> <p>7 Aquatics. I mean, we talk all the time about</p> <p>8 this. I mean, we're basically saying -- and I</p> <p>9 don't know if Doug wants to offer out anything</p> <p>10 that maybe A&amp;B Aquatics has to say or</p> <p>11 communication that he's had with them, or the</p> <p>12 basic same understanding that he sees the same</p> <p>13 thing, you know. You talk, and sometimes --</p> <p>14 forgive me -- you might just get a blank look.</p> <p>15 You know, I hear that a lot with</p> <p>16 landscape maintenance companies, you know, and</p> <p>17 it's like -- to me, it just seems like it's an</p> <p>18 industry issue, and I don't believe that we</p> <p>19 can necessarily fix an industry issue,</p> <p>20 particularly when we're in a construction boom</p> <p>21 where people are taking on more work and can't</p> <p>22 get enough people to do the work that they</p> <p>23 have. And maybe those people may not be fully</p> <p>24 experienced to do the things like we want to</p> <p>25 do at the level that we want to do them.</p> |
| <p style="text-align: right;">Page 146</p> <p>1 misunderstanding on my part, and, again, I</p> <p>2 blame nobody but me, which leads me to the</p> <p>3 next point: That should be the antithesis of</p> <p>4 how we do business here. We should be</p> <p>5 exercising best -- and I'm looking at you</p> <p>6 because --</p> <p>7 MR. MENDENHALL: Yeah.</p> <p>8 MR. ROSS: -- we should be exercising</p> <p>9 best management practices. That should be</p> <p>10 reduced to writing. That should be</p> <p>11 incorporated into the contract. And, frankly,</p> <p>12 that's not the kind of vendor that I want</p> <p>13 providing services.</p> <p>14 I want somebody who's out there and they</p> <p>15 observe, oh, we should be doing something</p> <p>16 different, or doing X instead of Y, tell us.</p> <p>17 I mean, that should be a requirement, and if</p> <p>18 not contractually, then ethically it should be</p> <p>19 a requirement.</p> <p>20 So I'm all in favor of reducing to</p> <p>21 writing best management practices,</p> <p>22 incorporating that into our contract, and if</p> <p>23 it need be, we go bid it out.</p> <p>24 MS. McCORMICK: Tonja, do you -- I guess</p> <p>25 what we need to do is you need to talk to A&amp;B,</p>  | <p style="text-align: right;">Page 148</p> <p>1 So it's kind of like -- I -- I agree we</p> <p>2 can talk to A&amp;B. I mean -- Doug, I mean, do</p> <p>3 you have an opinion about what A&amp;B's position</p> <p>4 is on this?</p> <p>5 MR. MAYS: Well, we've continued to, you</p> <p>6 know, train, manage, and help A&amp;B Aquatics</p> <p>7 understand what we're trying to do, what we're</p> <p>8 trying to accomplish by protecting the</p> <p>9 shorelines from erosion, protecting plant</p> <p>10 materials, things like that. So I think that</p> <p>11 they're listening and learning as we do this.</p> <p>12 So I think some of the things have</p> <p>13 improved a lot because of some of the things</p> <p>14 you suggested that we do to them. So I'll</p> <p>15 pass on to them.</p> <p>16 So I think between the landscapers and</p> <p>17 the aquatics people, we've still got some</p> <p>18 issues, but I think some of them are water</p> <p>19 quality issues, not necessarily issues that</p> <p>20 the landscaper and aquatics people are doing.</p> <p>21 So I've seen some improvement myself,</p> <p>22 especially with erosion. We're still having</p> <p>23 to struggle with ponds with some of the plant</p> <p>24 material, but I've have seen quite a bit of</p> <p>25 improvement on some of the ponds.</p>  |

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| <p style="text-align: right;">Page 149</p> <p>1 Perfect example was yesterday, I told</p> <p>2 them we had a pond they needed to look at, and</p> <p>3 he came out and he called me up, said, "Doug,</p> <p>4 we've got too much wind out here, so we have</p> <p>5 to come back tomorrow and we'll try it again."</p> <p>6 So we are understanding getting it,</p> <p>7 because when there's wind, it blows their</p> <p>8 chemicals on the grass. That's what kills the</p> <p>9 grass. So I do believe they're getting it.</p> <p>10 MS. STEWART: Okay. Good. And that's</p> <p>11 really the point, because the reason that this</p> <p>12 came up is an issue, and I've been talking</p> <p>13 about this with all my clients, is that</p> <p>14 obviously everyone is putting some money aside</p> <p>15 for erosion repair.</p> <p>16 But if you continue down the path we're</p> <p>17 going over the next how many years, do we need</p> <p>18 to increase the reserve? Do we need to talk</p> <p>19 about the long-term erosion that we need to</p> <p>20 deal with?</p> <p>21 And that's why it came up, because if,</p> <p>22 indeed, we're having issues with getting</p> <p>23 people engaged, then we have to talk about the</p> <p>24 other options to prepare you for what we need</p> <p>25 to do in the future.</p> | <p style="text-align: right;">Page 151<br/>Agenda Page 42</p> <p>1 provide that, but I will tell you, super</p> <p>2 helpful, and some of the communities that do</p> <p>3 have better ponds do that reporting.</p> <p>4 MS. McCORMICK: Yeah. I've seen them do</p> <p>5 a picture of each individual pond. They give</p> <p>6 it a number, and they show you this is what it</p> <p>7 looks like right now.</p> <p>8 MR. ROSS: It would really great if we</p> <p>9 had a global map -- oh, sorry. If I need to</p> <p>10 make a motion that we adopt and have our</p> <p>11 engineer prepare and circulate best management</p> <p>12 practices circular, or whatever we want to</p> <p>13 call it, I'll make that motion.</p> <p>14 Do we need a motion or can -- because if</p> <p>15 there's an issue A&amp;B doesn't know what they're</p> <p>16 doing until Doug tells them, then, yeah, we</p> <p>17 need to have something in writing that's</p> <p>18 incorporated into a contract.</p> <p>19 So do I need to make a motion, or can we</p> <p>20 just direct Tonja to do that?</p> <p>21 MR. MAYS: Well, I think I should get</p> <p>22 with A&amp;B Aquatics first to see what kind of</p> <p>23 templates they have for a paper trail and</p> <p>24 things like that.</p> <p>25 MR. ROSS: That's what they're talking</p> |
| <p style="text-align: right;">Page 150</p> <p>1 But hearing Doug say that, you know, it</p> <p>2 sounds like to me that they are making some</p> <p>3 improvements and engaging in it, then I think</p> <p>4 we're headed in the right direction.</p> <p>5 MS. McCORMICK: Tonja, is this anything</p> <p>6 that it would be helpful if Andy were</p> <p>7 providing some kind of like -- based on a</p> <p>8 specific amount of time, whether it's</p> <p>9 bi-monthly or quarterly or semi-annually --</p> <p>10 like a report to the board that would be part</p> <p>11 of the agreement so that they have to go</p> <p>12 through each pond and identify what the status</p> <p>13 is on a regular basis?</p> <p>14 MR. MENDENHALL: I will tell you</p> <p>15 anecdotally that I have the districts that</p> <p>16 that is done for by pond companies --</p> <p>17 MS. McCORMICK: Right.</p> <p>18 MR. MENDENHALL: -- it is very helpful</p> <p>19 because it doesn't let things necessarily get</p> <p>20 overlooked, and they have to answer for</p> <p>21 certain issues that are very obvious by</p> <p>22 pictures. To me, it's super helpful.</p> <p>23 Now, I don't know if A&amp;B is structured</p> <p>24 to be able to do those reports or, you know,</p> <p>25 what additional burden, you know, how they</p>            | <p style="text-align: right;">Page 152</p> <p>1 about. I'm talking about before you get to</p> <p>2 that.</p> <p>3 The dog should be, are we doing the</p> <p>4 right stuff? The reporting is the tail of the</p> <p>5 dog.</p> <p>6 MR. MENDENHALL: Yeah.</p> <p>7 MR. ROSS: So what I'm hearing is that</p> <p>8 while we're making improvement, for whatever</p> <p>9 reason, A&amp;B is not on their own -- I don't</p> <p>10 want to say capable, that sounds</p> <p>11 inappropriate. But they're not implementing</p> <p>12 the best management practices. And if they're</p> <p>13 not doing it, we need to make sure we're able</p> <p>14 to communicate to them what our expectations</p> <p>15 are. I mean, that's --</p> <p>16 MR. MENDENHALL: I think that's the good</p> <p>17 way to approach that, to have Tonja develop</p> <p>18 that, grab that, look at the contract with</p> <p>19 basically with what they're doing, see if</p> <p>20 there is any delta, and if not, hand off to</p> <p>21 A&amp;B this is what we're expecting. Is there</p> <p>22 any issue with that?</p> <p>23 If there is, then you go into more of a</p> <p>24 contracting phase and incorporate it in if</p> <p>25 there's some sort of changes that need to be</p>  |

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| <p style="text-align: right;">Page 153</p> <p>1 made. But I think that's probably the best</p> <p>2 way.</p> <p>3 MR. ROSS: And in the contract phase is</p> <p>4 when we do exactly what you said, that we have</p> <p>5 a requirement that we get some of quarterly</p> <p>6 report, or whatever it may be.</p> <p>7 MR. MENDENHALL: Yeah.</p> <p>8 MR. ROSS: So do I need to make a motion</p> <p>9 that she do the best management practices?</p> <p>10 MR. MENDENHALL: I would think you just</p> <p>11 direct her to create that.</p> <p>12 MS. STEWART: I was going to say, I</p> <p>13 think I understand. I can do it.</p> <p>14 MR. ROSS: I keep looking at Jim. I'm</p> <p>15 not powerful enough.</p> <p>16 CHAIRMAN MILLS: I think you're good.</p> <p>17 MS. McCORMICK: Okay. So we'll bring</p> <p>18 the -- once she's developed the</p> <p>19 specifications, and then she can come back to</p> <p>20 the board for approval.</p> <p>21 CHAIRMAN MILLS: Okay.</p> <p>22 MS. STEWART: And then an update on the</p> <p>23 map. I just wanted to let you know that we</p> <p>24 are in the process of working on it. If</p> <p>25 you'll recall, we are going to add -- I think</p>  | <p style="text-align: right;">Page 155<br/>Agenda Page 43</p> <p>1 MR. MAYS: I got one thing for Tonja.</p> <p>2 Tonja, what's -- where is Neal at on the</p> <p>3 landscaping issues that we've been discussing?</p> <p>4 Is he ready to sit down with me?</p> <p>5 MS. STEWART: I have -- forgive me,</p> <p>6 Doug, I just assumed you and he were talking.</p> <p>7 I'm happy to follow up with him to engage in</p> <p>8 what's going on. I was not aware that you</p> <p>9 haven't talked to him.</p> <p>10 MR. MAYS: Okay. I haven't heard from</p> <p>11 him, so either tell him to call me or if you</p> <p>12 want me to, I'll call him.</p> <p>13 MS. STEWART: I will absolutely -- I</p> <p>14 will send an email while I'm here in the</p> <p>15 office still when I'm done, ask him to get</p> <p>16 back with me. Okay?</p> <p>17 MR. MAYS: Okay. I know the last</p> <p>18 conversation we had we were supposed to get</p> <p>19 together and I haven't heard anything. So --</p> <p>20 MR. BARRETT: He's been busy turning the</p> <p>21 golf course into a park.</p> <p>22 MS. STEWART: I will do a reminder.</p> <p>23 MR. MAYS: Okay. Thank you.</p> <p>24 MS. STEWART: Uh-huh.</p> <p>25 MR. MENDENHALL: Thanks, Tonja.</p> |
| <p style="text-align: right;">Page 154</p> <p>1 about ten years ago we did a full court</p> <p>2 website search on all the recorded</p> <p>3 documents. So we're in the process of trying</p> <p>4 to add that to the map, too.</p> <p>5 So we also had a conversation with our</p> <p>6 GIS people to figure out what kind of program</p> <p>7 we could use that's going to be, I think, the</p> <p>8 most user friendly for staff, for Doug and</p> <p>9 Sonny and whoever may follow them.</p> <p>10 So we're probably going to have a little</p> <p>11 conference call with their GIS people, with</p> <p>12 Doug and Sonny, and talk about what level,</p> <p>13 because I understand that there are some</p> <p>14 programs that they will go out there at no</p> <p>15 charge that may be helpful to pull this</p> <p>16 together, and that's beyond what I actually</p> <p>17 understand, to be honest with you.</p> <p>18 So we're going to get together and try</p> <p>19 to get exactly what we want to be able to</p> <p>20 input and what -- how we do it over the next</p> <p>21 30 days. So I'm just wanting to let you know</p> <p>22 that we are progressing on a resource for</p> <p>23 data.</p> <p>24 MR. MENDENHALL: Anything else, Tonja?</p> <p>25 MS. STEWART: No, that's it.</p> | <p style="text-align: right;">Page 156</p> <p>1 CHAIRMAN MILLS: Thanks, Tonja.</p> <p>2 MS. STEWART: Thank you. You have a</p> <p>3 good night.</p> <p>4 MR. MENDENHALL: Okay. Next item is our</p> <p>5 attorney's report.</p> <p>6 So, Erin, if you would.</p> <p>7 MS. McCORMICK: I talked with the Dynamo</p> <p>8 representative -- the Dynamo Canada</p> <p>9 representative, and he is going to be coming</p> <p>10 out on site the week of February 2nd.</p> <p>11 Did he call you, Sonny?</p> <p>12 MS. WHYTE: No, he hasn't called me yet.</p> <p>13 MS. McCORMICK: He said he's going to be</p> <p>14 here this week. So he has been talking to</p> <p>15 Jeff Jones, who's the regional guy here, that</p> <p>16 he recognizes there's a warranty on that</p> <p>17 surfacing. He would like to come out and take</p> <p>18 a look at it and see exactly what's going on</p> <p>19 with it.</p> <p>20 And he said that Jeff had also mentioned</p> <p>21 to him that the district may be interested in</p> <p>22 adding a slide to the park, so he's going to</p> <p>23 look at it from that standpoint, too.</p> <p>24 But, I mean, he's acknowledged that they</p> <p>25 were going to do whatever they needed to do to</p>        |

1 make that repair right.  
 2 MR. CHESNEY: A weird guy, the guy in  
 3 Orlando.  
 4 MS. McCORMICK: And then the other thing  
 5 is, that I got the soccer agreement dates from  
 6 the Westchase Soccer Association. Last year,  
 7 in 2017, was the first year, I think, that we  
 8 did an agreement for both the fall and the  
 9 spring soccer season.  
 10 So in the past, we've always done it  
 11 season by season, but I got both the spring  
 12 and the fall dates. If the board wants to go  
 13 ahead and approve those dates, I could put  
 14 both into an agreement, or if you just want to  
 15 deal with the spring.  
 16 The dates for spring are March 3rd  
 17 through May 19th of 2018, and then for the  
 18 fall, there's September 8th through November  
 19 17th of 2018.  
 20 CHAIRMAN MILLS: Is there any reason we  
 21 wouldn't do both at once? Is there anything  
 22 different than prior years?  
 23 MR. CHESNEY: We were hopeful they were  
 24 going to leave.  
 25 MS. McCORMICK: Nothing different. I

1 mean, I think in the past, just because of  
 2 some issues, we wanted to just deal with it on  
 3 a season-by-season basis.  
 4 CHAIRMAN MILLS: You said what?  
 5 MR. CHESNEY: I said we were hopeful  
 6 they were going to leave. I don't mean it in  
 7 negative way.  
 8 CHAIRMAN MILLS: Do we need a motion for  
 9 that?  
 10 MS. McCORMICK: Yes.  
 11 MR. BARRETT: You know, this doesn't  
 12 capture wry sounds and voices very well, this  
 13 court reporting thing. It doesn't come out  
 14 that way.  
 15 MR. ROSS: I'll move.  
 16 MR. CHESNEY: I'll second.  
 17 MR. LEWIS: Second.  
 18 MR. CHESNEY: Okay. Sorry.  
 19 MS. McCORMICK: That's all I got.  
 20 Did you vote?  
 21 CHAIRMAN MILLS: Did you call for a  
 22 vote?  
 23 MR. MENDENHALL: I had a motion and a  
 24 second. So any further discussion?  
 25 (No response.)

1 MR. MENDENHALL: All in favor?  
 2 (All members signify in the  
 3 affirmative.)  
 4 MR. MENDENHALL: All right.  
 5 (Motion passes.)  
 6 MR. MENDENHALL: The next item is the  
 7 management report. I don't have anything  
 8 additional to report today, so that would move  
 9 us to the field manager's report. I'll give  
 10 the floor to Doug and Sonny.  
 11 MR. MAYS: We talked about this at the  
 12 workshop the other day, the window situation  
 13 with the guardhouse, windows and doors at the  
 14 guardhouse for the Greens. You've seen the  
 15 two proposals that we provided.  
 16 And so my question is: Do you all want  
 17 to push forward with that, or do you want me  
 18 to go back to cheaper windows and cheaper  
 19 doors?  
 20 MR. CHESNEY: Well, you had two quotes,  
 21 and those are comparable. They're both  
 22 accurate. I mean, the other one is kind of  
 23 lacking in detail -- but neither one of them  
 24 were extraordinary in detail, but one was  
 25 three grand cheaper, almost four, than the

1 other.  
 2 MR. MAYS: And they're comparable  
 3 windows. I saw both their samples.  
 4 MR. CHESNEY: Well, the cheaper one was  
 5 one company I know, PGT, I mean.  
 6 MR. MAYS: I mean, that's the one I  
 7 would recommend anyway. Like I said, it's  
 8 comparable stuff. The same windows, three  
 9 panes, two slides, you know.  
 10 MS. WHYTE: The only thing is with the  
 11 warranty -- and I'll tell you one thing. And  
 12 I don't know the other company, PGI Windows.  
 13 I have Simonton, that is why I called them, or  
 14 I had Doug meet with them. They warranty  
 15 lifetime anything, whatever, you just get a  
 16 new window, new door, and whatever. It's  
 17 included in lifetime. That's the only  
 18 difference.  
 19 MR. CHESNEY: I find this kind of  
 20 windows, you know, pretty quick, if there's  
 21 something wrong with it. I mean, you know,  
 22 once it starts raining --  
 23 MS. WHYTE: I know. I mean, I've had  
 24 my sliding doors -- just giving you an example  
 25 -- I've had my sliding doors in my house now

|  |   |
|--|---|
| <p style="text-align: right;">Page 161</p> <p>1 almost seven years, and I had a handle</p> <p>2 replaced. I called the guy that came in,</p> <p>3 replaced the handle.</p> <p>4 He looked at it, he said, "Sure." I got</p> <p>5 three brand-new sliding doors, and I won't</p> <p>6 even disclose what the price was, brand new,</p> <p>7 with no questions asked.</p> <p>8 It was -- that's the difference. And I</p> <p>9 don't know the warranty on these companies. I</p> <p>10 can only speak for Simonton, which is sold</p> <p>11 everywhere.</p> <p>12 MR. CHESNEY: The other thing, too, is I</p> <p>13 noticed that you're going to keep the --</p> <p>14 what's the word I'm looking for --</p> <p>15 MS. WHYTE: Door jamb?</p> <p>16 MR. CHESNEY: No. The -- what are</p> <p>17 those --</p> <p>18 MR. MAYS: The decorative slots?</p> <p>19 MR. CHESNEY: Yeah, the decorative</p> <p>20 slats.</p> <p>21 MS. WHYTE: Oh, really?</p> <p>22 MR. CHESNEY: Well, that's what I was</p> <p>23 going to say, is I've notice that when people</p> <p>24 have been replacing windows around the</p> <p>25 community, they get rid of them.</p>   | <p style="text-align: right;">Page 163<br/>Agenda Page 45</p> <p>1 old, you don't tear it down and rebuild it.</p> <p>2 You know, if it's still sound, a sound house,</p> <p>3 which most houses that are made of block in</p> <p>4 this area are, reinforced solid. It's already</p> <p>5 been through quite a few windstorms in the</p> <p>6 20-some years, and it's been around, so I</p> <p>7 didn't give it much thought.</p> <p>8 MR. ROSS: Okay.</p> <p>9 MR. MAYS: I can, if everyone wants to.</p> <p>10 MR. ROSS: No. I trust you.</p> <p>11 MR. MAYS: The only reason I would</p> <p>12 consider it is if we had talked about --</p> <p>13 there's been a lot of concern about the short</p> <p>14 distance. That's quite a bit more on moving</p> <p>15 into a new area, you got to move the gates and</p> <p>16 everything, so you're spending a lot more</p> <p>17 money. So that's, you know, we'd have another</p> <p>18 25 people in here in the Greens saying</p> <p>19 something about that, too, probably.</p> <p>20 But my opinion, it's a solid building.</p> <p>21 The roof wouldn't be \$5,000, it's that small.</p> <p>22 If you had to redo the roof, it would be</p> <p>23 probably 2500 for that roof. We did the one,</p> <p>24 and we did the one gazebo ourselves. So it's</p> <p>25 small enough that we can do those type of</p> |
| <p style="text-align: right;">Page 162</p> <p>1 MS. WHYTE: Yeah, that's old --</p> <p>2 MR. MAYS: You can see it's only like a</p> <p>3 few hundred dollars extra, so you don't have</p> <p>4 to have them. If you'd rather have clear</p> <p>5 windows all the way through, then --</p> <p>6 MR. CHESNEY: Personally, I think they</p> <p>7 look better, but I always leave that stuff up</p> <p>8 to -- personally to Sonny, but -- you know.</p> <p>9 MR. MAYS: So it's just an extra option.</p> <p>10 It's like an option.</p> <p>11 MR. MENDENHALL: Mr. Ross.</p> <p>12 MR. ROSS: I made the casual remark at</p> <p>13 the end of the workshop, you know, we're going</p> <p>14 to have to start paying for a new roof and</p> <p>15 other stuff there, and at some point, does it</p> <p>16 make more sense just to redo the whole</p> <p>17 building?</p> <p>18 It was a very casual remark, but as I</p> <p>19 thought about it later in the night, maybe</p> <p>20 there's some validity to my remark.</p> <p>21 Did you think anything more about it?</p> <p>22 MR. MAYS: Not really, because the</p> <p>23 building is made of block. It's 20 years old.</p> <p>24 Like, you know, we never mentioned it.</p> <p>25 You know, when your house is 20 years</p> | <p style="text-align: right;">Page 164</p> <p>1 things ourselves.</p> <p>2 MR. ROSS: Okay.</p> <p>3 CHAIRMAN MILLS: But I would say, to</p> <p>4 address some of your concerns, there are other</p> <p>5 modifications or improvements that are needed</p> <p>6 there. I think it falls short of a full raze</p> <p>7 and rebuild.</p> <p>8 MR. ROSS: I don't have enough of an</p> <p>9 insight, but I did hear the remark that it was</p> <p>10 operationally inefficient or something like</p> <p>11 that.</p> <p>12 CHAIRMAN MILLS: Yeah, the cabinets</p> <p>13 inside, and the flooring and all is just --</p> <p>14 it's horrendous, you know. It's not a good</p> <p>15 working environment. Right?</p> <p>16 MR. MAYS: The first thing was the</p> <p>17 doorway, because the way they operate -- so</p> <p>18 we're going to change that doorway, make it a</p> <p>19 little wider so it can give them a little</p> <p>20 easier access getting in and out. So that's</p> <p>21 one of the major changes.</p> <p>22 CHAIRMAN MILLS: There's no ability to</p> <p>23 put sliding doors there. Right? There's no</p> <p>24 space for that?</p> <p>25 MR. MAYS: No, no space for that.</p>   |

1 Correct. They don't make sliding glass doors  
2 that small.  
3 And we talked about a pocket door, and  
4 we can't do a pocket door in blocks. That's  
5 when they're angled -- you know, the things  
6 built like a stop sign, so there's no way to  
7 do a pocket door either.  
8 So I'm just asking the board if they  
9 would like to push forward with that. My  
10 recommendation is the lower bid, of course.  
11 It's apples to apples, obviously we get a low  
12 bid on something like that.  
13 CHAIRMAN MILLS: So you're saying the  
14 Simonton windows are lifetime guarantee?  
15 MS. WHYTE: As far as I -- that's what I  
16 have, yes.  
17 CHAIRMAN MILLS: And that's in this --  
18 who is the second proposal from?  
19 MS. WHYTE: Window Depot.  
20 MR. MAYS: One's Window Depot, one's --  
21 CHAIRMAN MILLS: It doesn't even have a  
22 header on it.  
23 MS. WHYTE: The windows and doors was  
24 from Bill Porter. Who is he?  
25 MR. MAYS: A salesman.

1 MS. WHYTE: I have no idea.  
2 CHAIRMAN MILLS:  
3 Practicalreplacementwindows.com is the first  
4 one.  
5 MS. WHYTE: Yeah. And that's the one  
6 that -- yeah.  
7 CHAIRMAN MILLS: That's the more  
8 expensive one.  
9 MS. WHYTE: We found him on -- Practical  
10 Windows, Angie's List or whatever. We  
11 contacted -- we went through and comparatively  
12 used, you know, three vendors in the  
13 neighborhood that would do what we were  
14 looking for, and they contacted us. So --  
15 CHAIRMAN MILLS: But who's the second  
16 one from?  
17 MS. WHYTE: That is Window Depot, and I  
18 would presume -- I don't know why -- no.  
19 That's PG Window Guard.  
20 MR. LEWIS: The Window Depot -- if I can  
21 interrupt -- the Window Depot provided two  
22 options. One is Simonton, and one is PGT.  
23 MS. WHYTE: Yeah. They're offering you  
24 both windows on their quote.  
25 CHAIRMAN MILLS: I know, but I don't see

1 on there who it is.  
2 MS. WHYTE: Oh, at the top of my one, it  
3 came in an as email, a lot of vendors seem to  
4 like emails, not written proposals.  
5 MR. MAYS: We can wait another month  
6 until we get more information. I got  
7 proposals setting on my desk.  
8 CHAIRMAN MILLS: You know, that's the  
9 proposal. There's no name, no company.  
10 MS. WHYTE: That's the proposal he sent.  
11 CHAIRMAN MILLS: I don't know that  
12 that's is --  
13 MS. McCORMICK: It says up here, Window  
14 Depot proposal.  
15 CHAIRMAN MILLS: Oh.  
16 MS. WHYTE: Up at the top it says it,  
17 but --  
18 CHAIRMAN MILLS: That's what I was  
19 looking for. But in there, it didn't have  
20 that.  
21 MS. McCORMICK: Yeah.  
22 MS. WHYTE: Well, what they do is, when  
23 you sign with them, they come out and you get  
24 literally you get window by window written up  
25 and you get --

1 MR. MENDENHALL: You get an actual  
2 proposal, I mean, like a detailed proposal?  
3 MS. WHYTE: Yeah, and also it would  
4 cover insurances and stuff like that as well.  
5 CHAIRMAN MILLS: So the recommendation  
6 is the Window Depot proposal for Simonton.  
7 Right?  
8 MR. MAYS: Yes.  
9 MS. WHYTE: That's the one I have. The  
10 other one, you said PG, I don't know who they  
11 are. PG Guard. That's the other one that  
12 they offered us.  
13 MR. MAYS: New South?  
14 MS. WHYTE: No New South.  
15 MR. MAYS: Okay. I got to look at them  
16 again here. I don't have them in front of me.  
17 I can't read that.  
18 MS. WHYTE: Here, I'll put the senior  
19 print on.  
20 CHAIRMAN MILLS: So the first quote is  
21 for Simonton, and then it says the first quote  
22 is for PGT.  
23 MR. MAYS: Simonton Storm Breakers.  
24 MR. LEWIS: I'd say if they're going to  
25 come out and get a better idea and a better

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|--|--|
| <p>1 quote, and we move forward with it now. I</p> <p>2 think -- that's just my opinion.</p> <p>3 CHAIRMAN MILLS: That we do move</p> <p>4 forward?</p> <p>5 MR. LEWIS: YES.</p> <p>6 MS. WHYTE: Would you let us choose --</p> <p>7 MR. LEWIS: Sure.</p> <p>8 MS. WHYTE: -- depending on warranties</p> <p>9 and stuff like that?</p> <p>10 CHAIRMAN MILLS: Which?</p> <p>11 MR. LEWIS: Simonton.</p> <p>12 CHAIRMAN MILLS: Do you want to make a</p> <p>13 motion?</p> <p>14 MR. LEWIS: Yeah. I'll make a motion</p> <p>15 that we moved forward with Simonton Storm</p> <p>16 Breaker plus --</p> <p>17 MR. MENDENHALL: Do we have a second to</p> <p>18 that motion?</p> <p>19 CHAIRMAN MILLS: I'll second that.</p> <p>20 MR. MAYS: PGT Wind Guard is \$210 more.</p> <p>21 That's all. The Simonton ones are a little</p> <p>22 cheaper, \$210 cheaper.</p> <p>23 MR. MENDENHALL: Any further discussion</p> <p>24 on that motion?</p> <p>25 (No response.)</p>  | <p>1 that -- right? -- then we'll just go with</p> <p>2 that.</p> <p>3 MS. WHYTE: Well, we'd have to get it in</p> <p>4 writing anyway.</p> <p>5 CHAIRMAN MILLS: Okay. All right. So</p> <p>6 we're going to want the Simonton's -- right?</p> <p>7 -- subject to --</p> <p>8 MR. MENDENHALL: All in favor?</p> <p>9 (All members signify in the</p> <p>10 affirmative.)</p> <p>11 MR. MENDENHALL: Any opposed?</p> <p>12 (No response.)</p> <p>13 MR. BARRETT: What's the final price?</p> <p>14 CHAIRMAN MILLS: 14782.</p> <p>15 MR. BARRETT: Thank you.</p> <p>16 And that's with Window Depot?</p> <p>17 CHAIRMAN MILLS: Window Depot.</p> <p>18 MR. MENDENHALL: Window Depot, Simonton.</p> <p>19 (Motion passes.)</p> <p>20 CHAIRMAN MILLS: What else you got?</p> <p>21 MR. MAYS: Met with Matt out at the</p> <p>22 soccer field. Ms. Griffith asked for quotes</p> <p>23 for canopies over the soccer players in the</p> <p>24 soccer field. So we met out there and got a</p> <p>25 couple of quotes on 8 by 20 and a 10 by 25, as</p>   |
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| <p>1 CHAIRMAN MILLS: So -- yeah. So we</p> <p>2 don't know what the warranties are. Right?</p> <p>3 MR. LEWIS: I guess what I would add is,</p> <p>4 just as we get more information or we get a</p> <p>5 better quote, we get that in writing.</p> <p>6 MR. MAYS: I'll check all that, but we</p> <p>7 can hang on till next --</p> <p>8 CHAIRMAN MILLS: Well, what you could do</p> <p>9 is --</p> <p>10 MR. MAYS: I'd be guessing.</p> <p>11 CHAIRMAN MILLS: -- up to -- because the</p> <p>12 PGT is a couple hundred bucks more, you could</p> <p>13 approve the Simonton not to exceed the 14998,</p> <p>14 subject to warranty.</p> <p>15 MR. MAYS: What kind of warranty do you</p> <p>16 think they have on them? She's got Simonton's</p> <p>17 for lifetime, so --</p> <p>18 MS. WHYTE: And Window Depot actually --</p> <p>19 CHAIRMAN MILLS: Oh, that's true. The</p> <p>20 lower-priced ones are lifetime. Right?</p> <p>21 MR. CHESNEY: Yeah, that's what she</p> <p>22 said.</p> <p>23 MS. WHYTE: That's what I got.</p> <p>24 MR. MAYS: For the Simonton.</p> <p>25 CHAIRMAN MILLS: So if you can confirm</p> | <p>1 you can see, by the proposals in there.</p> <p>2 And Mr. Lewis recommended we get the</p> <p>3 smallest. It's good enough, it would be</p> <p>4 perfect for what we need, 8 x 20, which is the</p> <p>5 \$16,000 and some change for two canopies.</p> <p>6 And, again, if you want more quotes, we</p> <p>7 can get more quotes. They're standard for the</p> <p>8 industry. They're not a lot of difference in</p> <p>9 them price-wise.</p> <p>10 So I went with a vendor that has been --</p> <p>11 that put our surfacing over here on the</p> <p>12 Baybridge Park that, his warranty and</p> <p>13 everything, and he's a very reputable vendor.</p> <p>14 So I got him to give us a quote.</p> <p>15 So if the board wants more quotes, we</p> <p>16 can get more. I just wanted to get a price to</p> <p>17 start with. So if they say, yeah, don't spend</p> <p>18 more than \$16,000, I'll go get more quotes.</p> <p>19 But, as of now, we've got one quote for</p> <p>20 \$16,318 for two canopies over there at the</p> <p>21 soccer field.</p> <p>22 CHAIRMAN MILLS: And this is on the far</p> <p>23 side of the field. Right?</p> <p>24 MR. MAYS: Correct.</p> <p>25 CHAIRMAN MILLS: What's interesting is</p> |

1 that the photo shows the sun -- I mean, the  
 2 shade not in the area under the thing.  
 3 MR. CHESNEY: I noticed that, yeah.  
 4 MS. WHYTE: It's going to be depending  
 5 on the sun.  
 6 CHAIRMAN MILLS: I know. But it's  
 7 brilliant marketing -- right? -- to sell a  
 8 shade structure and show the shade not where  
 9 people will be sitting?  
 10 MR. CHESNEY: There's no guarantee on  
 11 how much shade you'll get.  
 12 MR. LEWIS: Yeah, I mean, that's  
 13 something we talked about for the early games,  
 14 probably up until probably lunchtime, you  
 15 know, maybe elevenish. Just from my  
 16 experience using -- one of those coaches that  
 17 uses a tent, you know, it's really for those  
 18 midday on to three or four o'clock.  
 19 MR. MENDENHALL: Yeah.  
 20 CHAIRMAN MILLS: Okay.  
 21 MR. ROSS: We've had soccer there for  
 22 ten years, been without these -- not saying we  
 23 don't need them or they're a good idea or bad  
 24 idea, but what I would feel bad about just is  
 25 the soccer association said, "Gosh, we wish we

1 knew you were going to spend 16 grand on some  
 2 shade structures. We would have rather you  
 3 spent the 16 grand on" -- whatever. I don't  
 4 know what the "whatever" would be.  
 5 MR. CHESNEY: Water fountains.  
 6 MR. ROSS: I don't want to create busy  
 7 work. But would we be smarter to go to the  
 8 soccer association to ask their input? Do  
 9 they have other needs that are of a higher  
 10 priority?  
 11 MR. LEWIS: That's a good question.  
 12 With Barbara's absence, I don't know if she  
 13 already reached out to them.  
 14 Doug, do you know?  
 15 MR. MAYS: No, I don't know, and I'm  
 16 assuming, since she brought this up, she's  
 17 seeing -- since she's there all the time this  
 18 is the biggest need for them right now, since  
 19 she brought it up. She didn't say.  
 20 The other thing she was looking for was  
 21 something to store those goals in, and, I  
 22 mean, if you put a storage facility over  
 23 there, it's going to be more gaudy than the  
 24 goals being attached to the tree.  
 25 MR. ROSS: Which takes me to my second

1 point about busy work. Do we need to go to  
 2 the Glenciff community and ask them, do they  
 3 have an objection to these things?  
 4 MR. MAYS: They didn't have any  
 5 objection with the other ones on the other  
 6 side now, and that was over the bleachers.  
 7 MR. ROSS: That's kind of my point, that  
 8 I don't know if there's a receptiveness on  
 9 their part that okay, yeah, we do have some  
 10 youngsters out there in the hot part of the  
 11 sun, maybe if we put them way over there, then  
 12 that makes sense. I don't want to speak for  
 13 them.  
 14 CHAIRMAN MILLS: Well -- and my concern,  
 15 thirdly, is Ms. Griffith requested this but  
 16 isn't here to see it or approve it. Right?  
 17 So no harm in waiting a month. Right?  
 18 MR. MAYS: And I can get a couple more  
 19 quotes by then.  
 20 MR. MENDENHALL: I'll put it on next  
 21 month --  
 22 CHAIRMAN MILLS: It would be  
 23 inappropriate to approve these and have her  
 24 come back next month and go, "That's not what  
 25 I was talking about."

1 MR. MAYS: Or not approve them.  
 2 MR. LEWIS: I do like the idea of going  
 3 to talk to the Westchase Soccer Association.  
 4 MR. ROSS: Do you want to do that?  
 5 MR. LEWIS: And I'll do that, yeah.  
 6 MR. ROSS: Yeah, I'd love that.  
 7 CHAIRMAN MILLS: All right. So more to  
 8 come on that.  
 9 MR. LEWIS: Yeah.  
 10 MR. BARRETT: Is there going to be  
 11 outreach to the Glenciff folks?  
 12 MR. MAYS: Usually if Mr. Barrett writes  
 13 something about it, they talk about it. He's  
 14 pretty quick they got filled up and -- you  
 15 know, like they did read it.  
 16 MR. CHESNEY: You are pretty fast.  
 17 CHAIRMAN MILLS: You've never had such a  
 18 room full of readers before, have you?  
 19 MR. BARRETT: No. No. Like Karen's  
 20 read my article. I think they just read the  
 21 headline.  
 22 MR. CHESNEY: They all talked to  
 23 somebody who said they read it.  
 24 MR. MAYS: They discussed it for six  
 25 months.



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|---|--|
| <p style="text-align: right;">Page 177</p> <p>1 MR. CHESNEY: I got the impression from</p> <p>2 that group that they had -- I don't know.</p> <p>3 MR. MAYS: I had a conversation with</p> <p>4 Davey Management this morning about some of</p> <p>5 our discussions in the workshop yesterday, and</p> <p>6 the first thing they did was start going out</p> <p>7 and buying plants and installing plants in</p> <p>8 some holes and things like that.</p> <p>9 And I basically told them -- I said,</p> <p>10 "You're giving me an excuse for something that</p> <p>11 that's not a good excuse for. We have an</p> <p>12 irrigation system out here. If it's not</p> <p>13 watering that plant, it's because you aren't</p> <p>14 getting the water system working properly.</p> <p>15 Yes, I understand we're in a construction now,</p> <p>16 but this has been an issue with, you know,</p> <p>17 some board members for a lot longer than the</p> <p>18 last few months since this project has been</p> <p>19 going on. So either straighten it up, or you</p> <p>20 might not be asked to re-bid this property --</p> <p>21 re-bid the property when it does come up</p> <p>22 again."</p> <p>23 And he -- "You're right. You're right.</p> <p>24 I'll fix it." So let's see if he -- see where</p> <p>25 it goes from there.</p>               | <p style="text-align: right;">Page 179<br/>Agenda Page 49</p> <p>1 before, we're going to run out of time in this</p> <p>2 fiscal year -- that there are just so many</p> <p>3 projects we're talking about.</p> <p>4 And so I would advocate on what I</p> <p>5 intended to ask the board -- and Doug has</p> <p>6 already run with it -- is let's have Doug</p> <p>7 notify OLM and notify Davey we want these</p> <p>8 hedges to be properly maintained in accordance</p> <p>9 with the contract, and we want OLM to cite,</p> <p>10 report, however they do it in their reports,</p> <p>11 when Davey doesn't Maintain them to the proper</p> <p>12 level.</p> <p>13 And, again, I'm talking about the hedges</p> <p>14 on Sheldon and Countryway, our two main</p> <p>15 thoroughfares and --</p> <p>16 MR. MAYS: Linebaugh.</p> <p>17 MR. ROSS: Oh, that's right. We have</p> <p>18 Linebaugh in Westchase.</p> <p>19 Yeah, I meant Linebaugh and Countryway,</p> <p>20 and then the hedges in the park. And I ask</p> <p>21 you all to support me to have Doug provide</p> <p>22 that notification to them, not as a</p> <p>23 contractual default, but, "Come on, guys, you</p> <p>24 know, lift up the game."</p> <p>25 MR. MAYS: But there are some of those</p> |
| <p style="text-align: right;">Page 178</p> <p>1 MR. ROSS: If you'll permit me, let me</p> <p>2 elaborate on what he's talking about, that</p> <p>3 after the workshop, we were walking out, I</p> <p>4 raised what I've raised before about the</p> <p>5 hedges in Westchase, and specifically it's the</p> <p>6 hedges along Sheldon and along Countryway, in</p> <p>7 our parks, that they're not uniform in size of</p> <p>8 plants, they're not continuous. They have</p> <p>9 gaps, they're -- plants have died, kids have</p> <p>10 run over them, whatever it is; and then some</p> <p>11 of the plants are not full, they're twiggy or</p> <p>12 whatever else.</p> <p>13 And I'm not dismissing weather</p> <p>14 conditions, play, whatever causes destruction.</p> <p>15 But if we have a regular vendor on site and</p> <p>16 it's their responsibility to maintain these</p> <p>17 hedges to a certain single level, and then on</p> <p>18 top of that, we got an inspector who's not</p> <p>19 citing them for when they don't hit that</p> <p>20 level, we got an issue here. There's a</p> <p>21 shortfall.</p> <p>22 And so what I was suggesting to Doug is,</p> <p>23 we either need to notify Davey, notify OLM, or</p> <p>24 both, and tell them let's pick it up, and</p> <p>25 specifically -- and you've heard this from me</p> | <p style="text-align: right;">Page 180</p> <p>1 things that do fall under the contract, and</p> <p>2 that's I told them, too. I said, "I can</p> <p>3 understand if kids are running through them</p> <p>4 and they're damaging them, that's not your</p> <p>5 fault, but there are certain areas where the</p> <p>6 plants have died because you didn't check the</p> <p>7 irrigation properly, and that's your fault;</p> <p>8 and that is under the contract for you to</p> <p>9 replace."</p> <p>10 So that's why he went out and replaced</p> <p>11 about 30 plants today in some of the holes and</p> <p>12 things like that, so --</p> <p>13 CHAIRMAN MILLS: It's been a little</p> <p>14 while since we've probably raised this issue,</p> <p>15 but can you revisit with -- what's the guy's</p> <p>16 name, the head guy?</p> <p>17 MR. ROSS: Paul.</p> <p>18 MR. MAYS: Joe. It's here, OLM.</p> <p>19 CHAIRMAN MILLS: No, Davey.</p> <p>20 MR. MAYS: Paul is the property manager.</p> <p>21 CHAIRMAN MILLS: Okay. To review with</p> <p>22 his staff of guys proper safety procedures.</p> <p>23 One of the guys was on Gretna Green earlier</p> <p>24 today, wielding a chain saw without safety</p> <p>25 goggles.</p>                                       |

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| <p style="text-align: right;">Page 181</p> <p>1 MR. MAYS: See, they do it all the time.<br/> 2 I've seen their safety manager here. And if<br/> 3 he's doing that, I guarantee you Paul didn't<br/> 4 see him. I'll get with him again.<br/> 5 CHAIRMAN MILLS: It was an observation,<br/> 6 you know, driving down the road.<br/> 7 MR. MAYS: I told them myself, you know,<br/> 8 because ultimately it's unsafe practice there.<br/> 9 In the long run, it's protecting them. And I<br/> 10 told them myself, "we want you to go home to<br/> 11 your families. We don't want to have to call<br/> 12 them and tell them you cut your arm off and<br/> 13 bled to death because" -- I mean, they even<br/> 14 have to wear chaps.<br/> 15 I was in the tree business for years. I<br/> 16 didn't use them because they were worthless as<br/> 17 far as I was concerned. But they are a<br/> 18 beneficial tool, they do help.<br/> 19 So they require chaps, they require a<br/> 20 helmet, they require safety goggles. They've<br/> 21 had so many issues with safety. You know,<br/> 22 sometimes you can tell people until you're<br/> 23 blue in the face, and whether they --<br/> 24 CHAIRMAN MILLS: Well -- and it's going<br/> 25 to rise potentially to the level of</p> | <p style="text-align: right;">Page 183<br/>Agenda Page 50</p> <p>1 and what they should be doing. Like I said,<br/> 2 it ultimately protects them.<br/> 3 CHAIRMAN MILLS: Yeah.<br/> 4 MR. ROSS: But to add on to your point,<br/> 5 I think it ties into mine. When your vendor<br/> 6 hears, either directly or indirectly, the same<br/> 7 issues month after month after month -- how<br/> 8 long have we been talking about the general<br/> 9 landscaping in Westchase, and the hedges in<br/> 10 particular? -- at some point, you got to be<br/> 11 proactive to say "I care enough to -- I'm<br/> 12 going to take care of it" before you got to go<br/> 13 sic your field manager on them.<br/> 14 I mean, that's kind of -- it's silly.<br/> 15 It's not the kind of vendor, in my view, we<br/> 16 want? I want a vendor who's going to be ahead<br/> 17 of the curve, I want someone who's proud of<br/> 18 this community, takes care of this community,<br/> 19 holds it to the same standards that we want it<br/> 20 to be held to.<br/> 21 MR. MAYS: Which I know Paul does that,<br/> 22 but some of his employees, you know, they're<br/> 23 making less than normal sometimes, and they --<br/> 24 you know, you can't be everywhere seeing<br/> 25 everything that goes on.</p> |
| <p style="text-align: right;">Page 182</p> <p>1 consideration when we --<br/> 2 MR. MAYS: Right.<br/> 3 CHAIRMAN MILLS: -- have contract<br/> 4 discussions and bidding discussions. Right?<br/> 5 If they're not able to do that, there<br/> 6 are companies I've worked for that wouldn't<br/> 7 hire contractors that didn't pass the most<br/> 8 stringent safety requirements. Didn't matter<br/> 9 what the price was. Didn't matter what the<br/> 10 service or reputation was. If safety wasn't<br/> 11 number one and exercised all the time, you<br/> 12 didn't get to work.<br/> 13 MR. MAYS: Oh, every morning they have<br/> 14 staff meetings, and they do loosening up<br/> 15 exercises before they go out and talk about<br/> 16 what their jobs are for the day. And then he<br/> 17 ask me, "Do I have anything?"<br/> 18 And every time he says that, I go over<br/> 19 to him and I talk to him about different<br/> 20 things. And some mornings, I say, "No, I got<br/> 21 nothing today." But after having meetings and<br/> 22 briefings and talking with you guys, he tells<br/> 23 me sometimes that's when I get a chance to go<br/> 24 in there and voice our opinions in the<br/> 25 community and tell them how important it is</p>                     | <p style="text-align: right;">Page 184</p> <p>1 MR. ROSS: And I get that, and I'm<br/> 2 mindful of that, but that doesn't mean the<br/> 3 point isn't well taken. The -- and so I go<br/> 4 back to, I don't want to get lost in the<br/> 5 shuffle.<br/> 6 Are you guys in agreement that Doug<br/> 7 notify OLM that they need to start taking care<br/> 8 of these hedges?<br/> 9 CHAIRMAN MILLS: Absolutely.<br/> 10 MR. LEWIS: I agree.<br/> 11 MR. ROSS: Good. Good. Thank you.<br/> 12 MR. MAYS: Unless the board has any more<br/> 13 questions for me, Sonny has got -- do you have<br/> 14 anything?<br/> 15 MS. WHYTE: Oh, gosh, no.<br/> 16 Do you guys have anything for me after<br/> 17 our workshop last night?<br/> 18 CHAIRMAN MILLS: No.<br/> 19 MR. MAYS: That's all we got, if you<br/> 20 have no questions for us.<br/> 21 MS. WHYTE: Just an update quickly. I<br/> 22 did talk to the county this afternoon, and<br/> 23 they sent down an email to the traffic people<br/> 24 about what they can get for us and how quickly<br/> 25 they can get us our potential signage.</p>  |

1 And talking with Tonja just briefly  
 2 earlier, I've got another company that I can  
 3 call to get them -- thank you, Chris -- to get  
 4 another proposal for those signage and stuff.  
 5 MS. McCORMICK: This is the West Park  
 6 Village signage and installation?  
 7 MS. WHYTE: Uh-huh.  
 8 MS. McCORMICK: So I did double check  
 9 the threshold, and it's \$300,000 so --  
 10 MS. WHYTE: It's four hundred, I'm  
 11 pretty sure. But, anyway, I'll have a final  
 12 number and everything hopefully by the next  
 13 board meeting.  
 14 CHAIRMAN MILLS: Very good.  
 15 MR. MENDENHALL: All right. That moves  
 16 us to audience comments.  
 17 Bob, I didn't know if you had anything  
 18 else?  
 19 MR. ARGUS: Happy New Year to you all.  
 20 CHAIRMAN MILLS: Happy New Year.  
 21 MR. MENDENHALL: Mr. Barrett, anything  
 22 else?  
 23 MR. BARRETT: Sorry if I made your  
 24 lives --  
 25 MR. MENDENHALL: That moves us to

1 supervisor requests.  
 2 Start with Mr. Chair. Do you have  
 3 anything?  
 4 CHAIRMAN MILLS: Thank you. So we've  
 5 had a couple of workshops now. And so one of  
 6 the questions I had was, do we continue those  
 7 for now on a monthly basis or modify it, or  
 8 what's the sentiment here? Any thoughts?  
 9 Mr. Ross.  
 10 CHAIRMAN MILLS: So let me speak -- oh,  
 11 okay.  
 12 MR. ROSS: I, again, apologize. I am so  
 13 locked in. I was ready to get into it with  
 14 that guy.  
 15 MR. LEWIS: I'll give you my opinion --  
 16 no, kidding.  
 17 CHAIRMAN MILLS: Your turn.  
 18 MR. ROSS: If StanTech is prepared to  
 19 give us some meaningful stuff, I think the  
 20 workshop could be helpful, and I put that into  
 21 two categories.  
 22 One, if they get this map moving on to  
 23 the next stage; and two, if we get some  
 24 proposals from Neal as to what our entryways  
 25 would look like. And specifically I'd love to

1 see something on the back in Countryway, you  
 2 know, along Countryway, not just the  
 3 individual villages.  
 4 If we had some real meat to talk about,  
 5 let's talk about it; but if we don't, then  
 6 frankly shame on them. How long have we been  
 7 talking about this, Andy? You need to  
 8 bird-dog them, need to bird-dog them on these  
 9 two things.  
 10 MR. CHESNEY: I'm going to step back and  
 11 say I think those workshops are great when  
 12 it's stuff like that. I mean, anytime you can  
 13 have general discussion where we don't have to  
 14 overburden a court reporter where we don't  
 15 need super detailed information. We're just  
 16 kind of sharing ideas. So things like the  
 17 landscape -- landscaping, things like that.  
 18 So I would say it's kind of always up to  
 19 you. I think we should schedule them every  
 20 year, once a month, and then you decide if we  
 21 should have them or not. That's my opinion on  
 22 that.  
 23 CHAIRMAN MILLS: Okay.  
 24 MR. CHESNEY: That's my opinion on that.  
 25 CHAIRMAN MILLS: That's fine. I have no

1 problem with that.  
 2 MR. CHESNEY: You'd let us know like a  
 3 week in advance would be helpful kind of  
 4 thing.  
 5 CHAIRMAN MILLS: Right.  
 6 MR. CHESNEY: I'd put them in my  
 7 calendar, but like I didn't think we had  
 8 actually agreed to go to the one yesterday.  
 9 CHAIRMAN MILLS: Yeah, you made that  
 10 clear.  
 11 MR. BARRETT: Yeah, I found out about  
 12 this one at the afternoon of it from Greg. So  
 13 if you could somehow put me on the  
 14 notification, that would be great.  
 15 MR. MENDENHALL: Sure.  
 16 CHAIRMAN MILLS: Okay. If that's okay  
 17 with you.  
 18 MR. CHESNEY: That's when I found out  
 19 about it.  
 20 MS. McCORMICK: It should be on the  
 21 Westchase CDD website along with the agenda.  
 22 MR. MENDENHALL: Yeah.  
 23 MR. CHESNEY: Well, we had the date on  
 24 it.  
 25 CHAIRMAN MILLS: It's like the WOW,

1 nobody reads that either.

2 MR. CHESNEY: I didn't think we had  
3 agreed to actually do it. That's all. I knew  
4 it was scheduled.

5 MR. MENDENHALL: Yeah. And I think what  
6 you suggest is similar to what works in other  
7 districts is that the two things: Number one,  
8 at the end of any regular meeting, you can  
9 say, "Hey, you know, we generated a list of  
10 five items. Let's have that workshop." Short  
11 of that, you might say, "No, not really  
12 generated anything, but something crazy comes  
13 up," the chair has the call.

14 And then, you know, to your other point,  
15 it would go out a week before the meeting  
16 similar to when we're gathering again by the  
17 regular meeting. You know, we have to prepare  
18 on our end, so everybody can be notified at  
19 that point that, yeah, there's going to a  
20 workshop and, you know, in normally scheduled  
21 date and time, so --

22 CHAIRMAN MILLS: And I guess I'd like to  
23 be a part of that process, rather than just  
24 getting the agenda, because I asked Sonny,  
25 "Who puts this together?"

1 MR. CHESNEY: Absolutely.

2 MS. WHYTE: I got that changed, by the  
3 way, per your request. The meeting was taken  
4 off.

5 CHAIRMAN MILLS: Yeah. Meetings  
6 shouldn't be on there and audience comments  
7 and all that stuff. It started to look like a  
8 second meeting. Right?

9 MR. MENDENHALL: Right.

10 CHAIRMAN MILLS: Matt.

11 MR. LEWIS: He said exactly what I was  
12 going to say. So the more I thought about it,  
13 I threw out quarterly last night, too.

14 CHAIRMAN MILLS: So my thought, unless  
15 something changes between now and next month,  
16 if Neal has something for us -- certainly the  
17 golf course is going to keep us, I think,  
18 talking about things for a while. I don't  
19 know that we ought to go into our next meeting  
20 on the 6th I think having no opportunity to  
21 revisit that subject before then.

22 So it sounds like we probably have --  
23 and I'm fine with just one or two items, if  
24 they're substantial enough that we can talk  
25 casually or -- more casually and might be

1 better prepared for our meeting, and that  
2 shortens it up.

3 MR. MENDENHALL: Sure.

4 CHAIRMAN MILLS: Don't have to spend  
5 hours going around and around.

6 MR. CHESNEY: Yeah.

7 CHAIRMAN MILLS: That's all I had.

8 MR. MENDENHALL: Okay. Mr. Chesney,  
9 anything?

10 MR. CHESNEY: Oh, no, I don't have  
11 anything. I'm good.

12 MR. MENDENHALL: Brian.

13 MR. ROSS: Two things. One I was  
14 talking to you earlier about my expectations  
15 from our vendors, and you gave a good example  
16 of something that I should mention to you.

17 You said you have an experience with  
18 other communities where they do these reports  
19 on the ponds, and it's a great practice.  
20 Bring it to us.

21 MR. MENDENHALL: Yeah.

22 MR. ROSS: Bring it to us, not just that  
23 specifically, but every single time. If  
24 you're doing something great with another  
25 community, bring it to us, and particularly in

1 that situation where it relates to  
2 documentation of practices and procedures --

3 MR. MENDENHALL: Right.

4 MR. ROSS: -- because I stand by  
5 something else I've observed, that  
6 collectively we're all growing older, that at  
7 some point we're not going to have the same  
8 field team, we're not going to have the same  
9 counselor, we're not going to have the same  
10 engineer, so at some point we're going to be  
11 dealing with new people and our obligation is  
12 to the people ten years from now why we did  
13 something ten years earlier.

14 So I give you the same speech that I was  
15 saying earlier about everybody else. My  
16 expectation is you're our guy, and to that  
17 extent, I want my guy to bring me good  
18 practices.

19 MR. MENDENHALL: Okay. Not a problem.

20 MR. ROSS: The second -- I'm sorry.

21 MR. CHESNEY: No, I'm sorry. I was  
22 going to -- there was something I was going to  
23 bring up.

24 MR. ROSS: The second thing was more  
25 just a general observation. The day after

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|---|---|
| <p style="text-align: right;">Page 193</p> <p>1 Christmas, there's a park in front of my</p> <p>2 house, there must have been 25 kids having a</p> <p>3 great time in that park. They were playing</p> <p>4 soccer, lacrosse, Frisbee, squirt guns -- it</p> <p>5 was a great, great advertisement for</p> <p>6 Westchase.</p> <p>7 And I pass that on to our field team,</p> <p>8 that they were having a great time, and the</p> <p>9 adults were gathered in that little middle</p> <p>10 area, you know, that's there, and they were</p> <p>11 sitting there having their Coca-Colas and</p> <p>12 talking about and all this kind of stuff.</p> <p>13 And I comment that it would have been a</p> <p>14 great commercial for Westchase. It's why</p> <p>15 people live in Westchase. It was just a great</p> <p>16 situation, and everybody was having a great</p> <p>17 time, and I just wanted to tell you guys that,</p> <p>18 you know, we have a great community.</p> <p>19 And sometimes guys like me come in and</p> <p>20 fuss about stuff, and we got to stop and</p> <p>21 remember, hey, you know, things are pretty</p> <p>22 good. So that was it.</p> <p>23 MR. CHESNEY: Actually on Christmas Day,</p> <p>24 I walked to the golf course. I did. And I</p> <p>25 was amazed at the people that -- I mean, there</p> | <p style="text-align: right;">Page 195<br/>Agenda Page 53</p> <p>1 MS. McCORMICK: Well, probably sooner</p> <p>2 rather than later. I was thinking we may want</p> <p>3 to put that as an agenda item on the February</p> <p>4 meeting also.</p> <p>5 MR. CHESNEY: Yeah. I looked at what he</p> <p>6 had sent me. He had just sent me a</p> <p>7 generalized scope of service. I thought that</p> <p>8 he had included a price in there, but he</p> <p>9 included just a price for extra services. You</p> <p>10 know what I mean, so it wasn't like -- he</p> <p>11 didn't quote me any \$150 an hour or whatever.</p> <p>12 Like, you know, he didn't quote me an</p> <p>13 actual price. So -- or I would have brought</p> <p>14 it up.</p> <p>15 MR. ROSS: Your comment reminded me of</p> <p>16 something I said while you were out of the</p> <p>17 room. If you could ask Mr. Neubauer if he</p> <p>18 would provide you a copy of the contract that</p> <p>19 he used to purchase the property, and if you</p> <p>20 provide that to Erin, that could greatly</p> <p>21 streamline any discussions with him, because</p> <p>22 we don't even know whether it would be</p> <p>23 acceptable to him.</p> <p>24 MR. CHESNEY: Sure. That would not be a</p> <p>25 problem. I'm sure he would have that.</p>          |
| <p style="text-align: right;">Page 194</p> <p>1 was a huge family out there playing croquet,</p> <p>2 and that had set up like a picnic table, and</p> <p>3 it -- kind of the same thing. You know, I was</p> <p>4 like, wow, this is a beautiful photo.</p> <p>5 I mean, they were playing croquet and</p> <p>6 they had food, and it was -- I mean, it looked</p> <p>7 catered, and then there was -- you walked</p> <p>8 farther and there was a group of little girls,</p> <p>9 and they were playing duck, duck, goose, and</p> <p>10 just as you meandered around, and it was very</p> <p>11 nice.</p> <p>12 MR. BARRETT: You didn't tell them that</p> <p>13 it's only for golf?</p> <p>14 MR. CHESNEY: No. Well, there were lots</p> <p>15 of golfers getting some free golf in there</p> <p>16 walking, but -- it's true.</p> <p>17 One thing I meant to ask my fellow</p> <p>18 supervisors, or I'm just kind of thinking the</p> <p>19 timing is, you know, we have -- it's my</p> <p>20 intention to get a more formalized proposal or</p> <p>21 scope from the consultant for the golf course.</p> <p>22 And I'm just curious if anyone has any</p> <p>23 input or what that should look like, when we</p> <p>24 would even engage it, that kind of thing,</p> <p>25 because I think --</p>                                | <p style="text-align: right;">Page 196</p> <p>1 MS. McCORMICK: It think it's good.</p> <p>2 MR. LEWIS: I thought about this</p> <p>3 earlier, too, when you actually said that</p> <p>4 earlier, and I failed to bring it up.</p> <p>5 But how long -- if we put it on the</p> <p>6 agenda to acquire for -- maybe that's the</p> <p>7 wrong term -- with this consultant, are we</p> <p>8 definitely going with that consultant, or are</p> <p>9 we looking to just put it on the agenda to</p> <p>10 kind of discuss going with --</p> <p>11 MR. CHESNEY: Well, that -- I'm going to</p> <p>12 be frank. So when it comes to this, is that</p> <p>13 we would be foolish to try to go and solicit</p> <p>14 different consultants. This particular</p> <p>15 consultant knows the property the best because</p> <p>16 Nick had engaged them last year in a review of</p> <p>17 the golf course.</p> <p>18 They then wanted to manage the property,</p> <p>19 which they did not get that job from Nick, but</p> <p>20 they know this property better than anyone.</p> <p>21 So it would be economically foolish for us to</p> <p>22 hire any other consultant if we're going to</p> <p>23 hire a consultant.</p> <p>24 MR. LEWIS: Yeah. And I agree. And I'm</p> <p>25 just not sure where the other two stood. But</p> |

1 I think that would be the way to go. I just  
 2 wasn't sure --  
 3 MR. CHESNEY: I mean, they know  
 4 everything about the property.  
 5 MR. LEWIS: It would take a long time --  
 6 or when I say "a long time," I mean a couple  
 7 weeks or --  
 8 MR. ROSS: Get the engagement letter,  
 9 too. Get all that stuff from Neubauer.  
 10 MR. CHESNEY: From?  
 11 MR. ROSS: From Nick. I mean --  
 12 MR. CHESNEY: Well, I did get a copy of  
 13 the one for the current situation.  
 14 MR. ROSS: I'm talking about the Billy  
 15 Casper, because, then, when you get a proposal  
 16 from Billy Casper, and we've got in our back  
 17 pocket what they already provided to Nick,  
 18 you'd be able to compare apples to apples.  
 19 MR. CHESNEY: Yeah.  
 20 MR. ROSS: You'd already thought of  
 21 that?  
 22 MR. CHESNEY: No. I actually hadn't  
 23 thought of that in particular. I was just  
 24 joking about the two -- there was something  
 25 else you said during the meeting when you were

1 talking to one of those guys. I was like, I  
 2 don't think I ever want to buy a piece of  
 3 property.  
 4 CHAIRMAN MILLS: I do have one other  
 5 thing that you guys stirred my memory on.  
 6 It's now January, and we're going to blink and  
 7 it's going to be September.  
 8 So calling back to the landscaper  
 9 contract, what's the time line that we ought  
 10 to start kicking the tires on that subject?  
 11 MR. CHESNEY: I'll give you the time  
 12 line and then you guys can decide what to do.  
 13 I mean, realistically, having been through  
 14 this, you need six months total, I mean,  
 15 total.  
 16 And the decisions you need to make is,  
 17 first of all, if you want to retain OLM,  
 18 that's the very first decision you want to do,  
 19 because they handle the process, I mean, so --  
 20 they handle the process. So that alone can  
 21 take -- I mean, we interviewed consultants  
 22 before, and that can be a long time.  
 23 So, I mean, I have my own opinions on  
 24 that. But that's the first thing you need to  
 25 do is, decide that, if you're going to do

1 that.  
 2 And then -- and then you -- you know,  
 3 then you also need to decide if you're happy  
 4 with the service, because if you're not, I  
 5 mean, if you truly are not -- I mean, truly  
 6 are not, think they're beyond reproach, then  
 7 you go through the whole formal process; but  
 8 if you think they're okay or manageable or  
 9 think you can get in better shape, then you go  
 10 to them first, and you ask for a year  
 11 extension, and, you know, and then they'll  
 12 just -- they'll tell you whether or not  
 13 they're willing to keep the deal, you know,  
 14 the current pricing.  
 15 MS. WHYTE: I think they're on a  
 16 one-year extension. I don't you can do  
 17 another year, can you?  
 18 MS. McCORMICK: For the landscaping  
 19 company? I think we're at the end of our  
 20 extension.  
 21 MS. WHYTE: We're at where it has to be.  
 22 I've been working on it already.  
 23 MR. MAYS: You're only allowed one  
 24 extension?  
 25 MS. McCORMICK: No. We've been under --

1 MR. MAYS: Because I've seen properties  
 2 like Tampa Palms that have had --  
 3 MS. WHYTE: I'm going to call Maggie and  
 4 find out --  
 5 CHAIRMAN MILLS: Well, it might be a  
 6 renewal of a contract for one year --  
 7 MR. CHESNEY: Well, I mean, the answer  
 8 to your questions is, we've had -- usually  
 9 it's more than one. I thought we were still  
 10 on our --  
 11 MS. WHYTE: No. We're past the three,  
 12 and we're on our first renewal.  
 13 MR. CHESNEY: I know. But usually, I  
 14 think, we have more than that.  
 15 How about Erin needs to check that out.  
 16 MS. McCORMICK: Yeah. I think I did,  
 17 and I think already determined that we didn't  
 18 have the ability to continue without going  
 19 through a new bidding process. But I will  
 20 double check that, and I can send an email to  
 21 everybody.  
 22 MR. CHESNEY: All right. That was not  
 23 my impression, but --  
 24 MS. McCORMICK: I'll double check.  
 25 MS. WHYTE: Doug and I have already been

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| <p style="text-align: right;">Page 201</p> <p>1 working on it, on two things that we'd like to</p> <p>2 bring to the board to possibly either for your</p> <p>3 consideration to remove, to add, to change,</p> <p>4 whatever, so we've been working on it.</p> <p>5 I did speak to Paul, if we do keep OLM,</p> <p>6 what the time frame would be. He said, you</p> <p>7 know, March, April. And then bid it out by</p> <p>8 having the -- you know, depending on what the</p> <p>9 requirements and what the requests are on the</p> <p>10 contract itself, on your landscaper.</p> <p>11 MR. CHESNEY: I would say March, April,</p> <p>12 if you don't intend to keep OLM, but, I mean,</p> <p>13 OLM, I mean, they know this very --</p> <p>14 MS. WHYTE: Yeah, but -- so it takes a</p> <p>15 while for the -- you got to give the</p> <p>16 contractor time to get his ducks in a row when</p> <p>17 you award a contract to them. It takes them a</p> <p>18 couple of months to secure -- if you're going</p> <p>19 to an outside contractor --</p> <p>20 MR. ROSS: For each step of the process.</p> <p>21 MS. WHYTE: Oh, absolutely.</p> <p>22 CHAIRMAN MILLS: And that's why I</p> <p>23 brought it up. It's here. Right.</p> <p>24 MR. MENDENHALL: Yeah.</p> <p>25 CHAIRMAN MILLS: Well, let's keep it on</p> | <p style="text-align: right;">Page 203<br/>Agenda Page 55</p> <p>1 a motion.</p> <p>2 CHAIRMAN MILLS: So moved.</p> <p>3 MR. MENDENHALL: Second.</p> <p>4 MR. CHESNEY: Second.</p> <p>5 MR. MENDENHALL: All in favor?</p> <p>6 (All members signify in the affirmative</p> <p>7 and motion passes.)</p> <p>8 MR. MENDENHALL: Okay. Meeting's</p> <p>9 adjourned.</p> <p>10 CHAIRMAN MILLS: Thanks everybody.</p> <p>11 Happy New Year.</p> <p>12 (At 7:30 p.m., the meeting adjourns.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19 _____</p> <p>20 James P. Mills</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>   |
| <p style="text-align: right;">Page 202</p> <p>1 the radar and keep it in front of us.</p> <p>2 MS. WHYTE: We were going to bring it up</p> <p>3 and I was going to put it on the agenda for</p> <p>4 our next field office report for the next</p> <p>5 month because that's something I don't need to</p> <p>6 start working.</p> <p>7 MR. CHESNEY: I mean, that would be a</p> <p>8 good thing to do in conjunction with it.</p> <p>9 Because he sends out, OLM, I don't know if you</p> <p>10 ever looked at it, he sends out a very</p> <p>11 detailed contract or bid specs. And it's like</p> <p>12 you need this much mulch, you need to trim</p> <p>13 this many times, this kind of thing.</p> <p>14 So if you're going to -- by changing</p> <p>15 some of the plantings and look through Neal's</p> <p>16 thing, you know, that might change then some</p> <p>17 of the things you contract with, you know.</p> <p>18 MR. ROSS: Which is why there's a time</p> <p>19 urgency -- or a sense of time.</p> <p>20 CHAIRMAN MILLS: Keep it in front of us.</p> <p>21 MR. ROSS: Yeah.</p> <p>22 MR. MENDENHALL: Okay. Matt, anything?</p> <p>23 MATT: No, I don't have anything.</p> <p>24 MR. MENDENHALL: Okay. Then adjournment</p> <p>25 would be next. If somebody would like to make</p>                      | <p style="text-align: right;">Page 204</p> <p style="text-align: center;">REPORTER'S CERTIFICATE</p> <p>STATE OF FLORIDA:</p> <p>COUNTY OF HILLSBOROUGH:</p> <p>I, Kimberly Ann Roberts, certify that I was authorized to and did stenographically report the deposition of John Doe; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.</p> <p>I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.</p> <p>DATED January 29, 2018.</p> <p style="text-align: right;">Kimberly Ann Roberts<br/>Notary Public<br/>State of Florida at Large</p> |

**2B.**



RE: WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: February 6, 2018

TIME: 4:00 p.m. - 7:00 p.m.

PLACE: Westchase Swim and  
Tennis Club  
10405 Countryway Boulevard  
Tampa, Florida

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

RICHARD LEE REPORTING  
(813) 229-1588

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APPEARANCES:  
WESTCHASE COMMUNITY DEVELOPMENT  
DISTRICT BOARD MEMBERS:

Jim Mills, Chairman  
Greg Chesney  
Matthew Lewis  
Brian Ross  
Barbara Hessler Griffith

ALSO PRESENT:

SEVERN TRENT SERVICES:

Andy Mendenhall

DISTRICT ATTORNEY:

Erin McCormick

DISTRICT ENGINEER:

Tonja Stewart (Telephonically)

WESTCHASE STAFF:

Doug Mays

Sonny Whyte

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| <p>1 The transcript of Westchase Community<br/>2 Development District Board Meeting, on the 6th day<br/>3 of February, 2018, at the Westchase Swim and Tennis<br/>4 Club, 10405 Countryway Boulevard, Tampa, Florida,<br/>5 beginning at 4:00 p.m., reported by Kimberly Ann<br/>6 Roberts, Notary Public in and for the State of<br/>7 Florida at Large.<br/>8 * * * * *<br/>9 MR. MENDENHALL: All right. This is the<br/>10 Westchase Community Development District board<br/>11 meeting. Today is Tuesday, February 6,<br/>12 4:00 p.m. And if we can start with a roll<br/>13 call. Start at the far end of the table and<br/>14 work our way back.<br/>15 MR. ROSS: Brian Ross.<br/>16 MS. GRIFFITH: Barbara Hessler Griffith.<br/>17 MR. LEWIS: Matt Lewis.<br/>18 CHAIRMAN MILLS: Jim Mills.<br/>19 MS. McCORMICK: Erin McCormick, district<br/>20 counsel.<br/>21 MR. MENDENHALL: I'm Andy Mendenhall,<br/>22 district manager. And we have our staff, Doug<br/>23 and Sonny back there. And if we want to stand<br/>24 for the flag.<br/>25 (The Pledge of Allegiance is recited.)</p>   | <p>1 signed that list, obviously when we get to<br/>2 that, we'll call you up, and you can come to<br/>3 the podium and direct your questions towards<br/>4 the board.<br/>5 And what we're going to is, everybody is<br/>6 going to get three minutes, so you can ask<br/>7 questions, make comments, that sort of thing.<br/>8 I'll keep track, so if I raise my hand, I<br/>9 won't be mean about it, but I'll let you know<br/>10 if you're, you know, kind of within 30<br/>11 seconds, that way, if you need to wrap it up.<br/>12 In addition, we're going to take all the<br/>13 comments first, so the board can hear all the<br/>14 comments and so that everyone gets an equal<br/>15 three minutes, because a lot of times when<br/>16 there is back and forth, then, unfortunately,<br/>17 sometimes different folks might get to<br/>18 monopolize it a little bit because maybe they<br/>19 ask a question, and it gets answered, and then<br/>20 another question.<br/>21 So the best way to keep it fair is to<br/>22 keep that -- everyone make your comments for<br/>23 three minutes. The board can sit here and<br/>24 listen to all of that, take notes, and then at<br/>25 the end of it, the board can certainly</p> |
| Page 6   | Page 8   |
| <p>1 MR. MENDENHALL: So a lot of you are<br/>2 probably here for the golf course discussion,<br/>3 either to listen or to provide comment. What<br/>4 the board is going to try to do and what they<br/>5 advertised on the website and with regard to<br/>6 this specific meeting, is they're going to try<br/>7 to have that particular portion of the<br/>8 meeting, those discussions, at roughly around<br/>9 5:00. So if there are any folks that are<br/>10 getting off work that want to participate, it<br/>11 gives them a little time to get here.<br/>12 The items that they're going to go over<br/>13 prior to that is mostly routine business.<br/>14 Certainly, you can weigh in on those as well<br/>15 as when we get the audience comments.<br/>16 And when we do have the discussion on<br/>17 the golf course, what we're going to try to do<br/>18 in order to be fair to everybody, number one,<br/>19 when you walked in, I think Sonny was good<br/>20 with grabbing everybody and asking if you had<br/>21 a comment or a question about the golf course,<br/>22 to basically sign one list with your name.<br/>23 These meetings are transcribed, so that<br/>24 way, we can get everybody's names spelled<br/>25 correctly and that sort of thing. So if you</p> | <p>1 address some of the issues that were brought<br/>2 up, because we'll probably have some of the<br/>3 issues will be repeats and that sort of thing.<br/>4 So hopefully that helps out. Like I<br/>5 said, we'll get into that roughly around 5:00.<br/>6 If you did not put your name on the list and<br/>7 you do want to address the board about that,<br/>8 certainly, while we're going through this<br/>9 earlier part of the meeting, feel free to walk<br/>10 to the back where -- is Sonny still back<br/>11 there?<br/>12 MR. MAYS: Yeah.<br/>13 MR. MENDENHALL: Oh, okay. I see her<br/>14 hand now.<br/>15 So feel free to walk back to Sonny, and<br/>16 you can kind of sign in there, so to speak,<br/>17 and we'll make certain we get to you. All<br/>18 right.<br/>19 CHAIRMAN MILLS: Andy.<br/>20 MR. MENDENHALL: Yes, sir.<br/>21 CHAIRMAN MILLS: Just one other<br/>22 housekeeping note. Since these meetings are<br/>23 transcribed for public record, we would ask<br/>24 that conversations be kept to a minimum so<br/>25 that the reporter can hear who is saying what</p>  |

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| <p style="text-align: right;">Page 9</p> <p>1 and properly transcribing the minutes of this</p> <p>2 meeting.</p> <p>3 If anyone is called upon, we ask that</p> <p>4 you state your name and address clearly for</p> <p>5 that record and just be mindful that it is</p> <p>6 being recorded, and back noise makes it</p> <p>7 difficult for her to keep track -- you can't</p> <p>8 have two people speaking at once, and people</p> <p>9 speaking over others and that kind of thing,</p> <p>10 because it makes it impossible for her to do</p> <p>11 her job.</p> <p>12 Also, depending on how tonight's meeting</p> <p>13 goes -- and I appreciate everyone being here</p> <p>14 -- at 6:00, we're going to have a hard stop</p> <p>15 for a few minutes to give the reporter a few</p> <p>16 minutes break because she's going to be</p> <p>17 banging away on the keys for two hours solid,</p> <p>18 so usually after two hours, we give her a</p> <p>19 break, so be prepared for that. Thanks, Andy.</p> <p>20 MR. MENDENHALL: Okay. The next item is</p> <p>21 the consent agenda. You have three items on</p> <p>22 that consent agenda.</p> <p>23 I'll ask, first, if there is a motion to</p> <p>24 approve that consent agenda.</p> <p>25 CHAIRMAN MILLS: I'll make a motion to</p> | <p style="text-align: right;">Agenda Page 59<br/>Page 11</p> <p>1 MR. ROSS: When was that sent over?</p> <p>2 MR. MENDENHALL: When was it sent over?</p> <p>3 Five or six days ago probably -- possibly.</p> <p>4 MR. ROSS: Okay. Then it got lost in</p> <p>5 the email shuffle.</p> <p>6 MR. MENDENHALL: Okay.</p> <p>7 MR. ROSS: Is there something</p> <p>8 confidential about that that would preclude</p> <p>9 you from briefly summarizing to me what it is?</p> <p>10 MR. MENDENHALL: No. I can summarize.</p> <p>11 Essentially from time to time, we wind up</p> <p>12 having insurance claims that come through the</p> <p>13 district. Generally speaking, we try, when</p> <p>14 possible, to brief the board with the</p> <p>15 information and not share some of the</p> <p>16 strategies of the insurance company as far as</p> <p>17 if they feel that it's worthy of settling the</p> <p>18 particular cases. And that was just the case</p> <p>19 with this particular one.</p> <p>20 It was an incident that had happened a</p> <p>21 while ago that the insurance company was</p> <p>22 prepared to offer a settlement and close the</p> <p>23 case, so to speak, so it --</p> <p>24 MR. ROSS: So you're recommending that</p> <p>25 we accept what was recommended?</p> |
| <p style="text-align: right;">Page 10</p> <p>1 approve, subject to removal until next month</p> <p>2 of Item A, since the meeting minutes were not</p> <p>3 provided to the board until a short while ago</p> <p>4 today.</p> <p>5 MR. MENDENHALL: Okay.</p> <p>6 CHAIRMAN MILLS: A little clerical</p> <p>7 error, so nobody had the opportunity to review</p> <p>8 those minutes yet. So let's postpone that</p> <p>9 until next month.</p> <p>10 MR. MENDENHALL: Okay.</p> <p>11 CHAIRMAN MILLS: But a motion to approve</p> <p>12 the balance of the agenda.</p> <p>13 MR. MENDENHALL: Do we have a second to</p> <p>14 that particular motion?</p> <p>15 MR. LEWIS: I'll second.</p> <p>16 MR. MENDENHALL: Any further discussion.</p> <p>17 MR. ROSS: Discussion down here.</p> <p>18 MR. MENDENHALL: Yes, sir.</p> <p>19 MR. ROSS: I couldn't find Item C in my</p> <p>20 packet. Where did I overlook that or miss</p> <p>21 that?</p> <p>22 MR. MENDENHALL: I actually sent out an</p> <p>23 email on that one. I'm not sure if you saw</p> <p>24 it. Basically it was a great deal of detail</p> <p>25 sent over by the insurance carrier, so --</p>  | <p style="text-align: right;">Page 12</p> <p>1 MR. MENDENHALL: Yes, that would be my</p> <p>2 recommendation.</p> <p>3 MR. ROSS: And there was no cost to the</p> <p>4 districts?</p> <p>5 MR. MENDENHALL: No. So what winds up</p> <p>6 happening is, your insurance basically pays it</p> <p>7 out.</p> <p>8 MR. ROSS: I just wanted to make sure.</p> <p>9 Okay. Sorry.</p> <p>10 MR. MENDENHALL: Sure. No problem. If</p> <p>11 there's no further discussion, all in favor.</p> <p>12 (All board members signify in the</p> <p>13 affirmative.)</p> <p>14 MR. MENDENHALL: Any opposed.</p> <p>15 (No response.)</p> <p>16 MR. MENDENHALL: Okay. That motion</p> <p>17 carries.</p> <p>18 (Motion passes.)</p> <p>19 (Mr. Chesney enters the meeting.)</p> <p>20 MR. MENDENHALL: I will note for the</p> <p>21 record that Greg Chesney has joined us.</p> <p>22 Welcome.</p> <p>23 MR. CHESNEY: Hi.</p> <p>24 MR. MENDENHALL: All right. Item Number</p> <p>25 Three is Westchase landscape opportunities.</p>   |

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| <p style="text-align: right;">Page 13</p> <p>1 Neale -- I don't know if Neale is here.</p> <p>2 CHAIRMAN MILLS: He's running late.</p> <p>3 MR. MENDENHALL: Okay. Fair enough. So</p> <p>4 we'll come back to that.</p> <p>5 The next item is the engineer's report.</p> <p>6 Tonja was going to be dialing in. She hasn't</p> <p>7 dialed in just yet. I can certainly reach out</p> <p>8 to her as we move on to the attorney's report.</p> <p>9 CHAIRMAN MILLS: okay.</p> <p>10 MS. McCORMICK: The only item on my</p> <p>11 report is the documents that are in the agenda</p> <p>12 related to the golf course discussion that</p> <p>13 we'll talk about when we get to that point.</p> <p>14 CHAIRMAN MILLS: Okay.</p> <p>15 MS. McCORMICK: If anybody has any</p> <p>16 questions for me.</p> <p>17 MR. MENDENHALL: Somebody ask at least</p> <p>18 one question.</p> <p>19 (No response.)</p> <p>20 MR. MENDENHALL: I'm going to try to get</p> <p>21 Tonja on the phone actually.</p> <p>22 (Ms. Stewart appears telephonically.)</p> <p>23 MR. MENDENHALL: All right. We have</p> <p>24 Tonja Stewart dialing in for the engineer's</p> <p>25 report.</p>   | <p style="text-align: right;">Agenda Page 80<br/>Page 15</p> <p>1 CHAIRMAN MILLS: These are high tech</p> <p>2 meetings, folks.</p> <p>3 MS. STEWART: Okay. Can you hear me</p> <p>4 better?</p> <p>5 MR. MENDENHALL: We can hear you good.</p> <p>6 MS. STEWART: Okay. How far back do you</p> <p>7 want me to go? Do you want me to start over?</p> <p>8 MR. MENDENHALL: The court reporter</p> <p>9 caught it. Does anyone else want Tonja to</p> <p>10 start over or -- you can start from where you</p> <p>11 were, it seems like.</p> <p>12 MS. STEWART: Okay. The bottom line is,</p> <p>13 is that we're on a fast-moving schedule</p> <p>14 because of the transition between the</p> <p>15 developer HOA and resident HOA, but we don't</p> <p>16 have the final documents together.</p> <p>17 And there was a discussion with the</p> <p>18 developer and the HOA president that the</p> <p>19 wetland mitigation area that we have been</p> <p>20 discussing, including as part of the</p> <p>21 conveyance, the HOA doesn't have funding for</p> <p>22 five years of monitoring, maintenance and</p> <p>23 reporting.</p> <p>24 So they came back and asked us to --</p> <p>25 they would pay the 2018 cost to do that work,</p>                                     |
| <p style="text-align: right;">Page 14</p> <p>1 MS. STEWART: The issue that I have to</p> <p>2 report is about Westlake Townhomes. I just</p> <p>3 walked out of a meeting, and I do see that I</p> <p>4 have a message from M/I Homes regarding that a</p> <p>5 draft deed that were going to send over, but</p> <p>6 it wasn't ready, I presume.</p> <p>7 So I guess -- I think what is important</p> <p>8 -- I don't know if you all talked about this</p> <p>9 in your workshop -- we have several moving</p> <p>10 parts to this borrow area for conveyance, but</p> <p>11 we don't have any particular final documents</p> <p>12 to present to the board, but we're kind of on</p> <p>13 a --</p> <p>14 MR. MENDENHALL: Tonja, can you speak up</p> <p>15 just a little bit? We're in a bigger room</p> <p>16 than usual.</p> <p>17 MS. STEWART: Oh. Do I need to go all</p> <p>18 the way back?</p> <p>19 CHAIRMAN MILLS: Did you catch the first</p> <p>20 part of that?</p> <p>21 THE REPORTER: I did.</p> <p>22 MS. STEWART: In just a second, I'm</p> <p>23 going to my car, and it might be better for</p> <p>24 you to hear me. Give me a second.</p> <p>25 MR. MENDENHALL: Okay. Fair enough.</p> | <p style="text-align: right;">Page 16</p> <p>1 but were asking the district to pay the</p> <p>2 remainder.</p> <p>3 We went back and asked the developer if</p> <p>4 they would at least split it with us. I</p> <p>5 have not gotten a response back from them, as</p> <p>6 well as I asked the developer and HOA to sent</p> <p>7 me the draft deed, which I don't have.</p> <p>8 So I don't know if you all had any</p> <p>9 discussion about this issue in the workshop.</p> <p>10 CHAIRMAN MILLS: Tonja, this is Jim.</p> <p>11 The discussion we had yesterday was simply a</p> <p>12 quick review of where we're at, and I guess</p> <p>13 the urgency to get this done before residents</p> <p>14 control so that we don't have to start all</p> <p>15 over again. Correct?</p> <p>16 MS. STEWART: Correct.</p> <p>17 CHAIRMAN MILLS: Okay. And so can you</p> <p>18 advise the board, what is the -- absent of</p> <p>19 them sharing or participating in the</p> <p>20 maintenance costs, what is the annual number</p> <p>21 the board would have to entertain to accept</p> <p>22 that provision?</p> <p>23 MS. STEWART: I believe that it has been</p> <p>24 estimated at \$4,000 a year, and one of the</p> <p>25 things that Doug and I talked about was maybe</p> |

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| <p style="text-align: right;">Page 17</p> <p>1 even getting with A &amp; B Aquatics to see if</p> <p>2 they could provide the same service and how</p> <p>3 much it would cost. There may be some savings</p> <p>4 there. We don't know.</p> <p>5 CHAIRMAN MILLS: Okay. So what do you</p> <p>6 need from us today to get this wrapped up?</p> <p>7 MS. STEWART: I think what we need is,</p> <p>8 we need the board to say, yes, it's okay for</p> <p>9 us to continue with the conveyance with the</p> <p>10 understanding that the district may incur some</p> <p>11 cost for future monitoring, maintenance and</p> <p>12 reporting, waiting for the developer to, you</p> <p>13 know, respond to us with requests to split the</p> <p>14 cost with us, and also to allow the attorney</p> <p>15 to review the deed -- draft deed as soon as we</p> <p>16 get it so that it could be something that</p> <p>17 could be in process, particularly, if Erin has</p> <p>18 any modifications or something that we can get</p> <p>19 in the works ASAP.</p> <p>20 MS. McCORMICK: Tonja, this is Erin.</p> <p>21 What's the status of the permit on the borrow</p> <p>22 pit?</p> <p>23 MS. STEWART: As soon as they give us</p> <p>24 the go ahead on the draft conveyance, once we</p> <p>25 agree that we will take on the operation of</p> | <p style="text-align: right;">Agenda Page 61<br/>Page 19</p> <p>1 sounds like we still have enough time, Tonja,</p> <p>2 that this would be brought back for final</p> <p>3 approval to the board at the March meeting.</p> <p>4 Is that correct?</p> <p>5 MS. STEWART: That is the goal. As a</p> <p>6 matter of fact, they moved the transition</p> <p>7 meeting from March 7 to like April 7, so they</p> <p>8 moved their transition out a month to try and</p> <p>9 help to get this done.</p> <p>10 So that is the goal to have everything</p> <p>11 taken care of to bring to the board at the</p> <p>12 March meeting.</p> <p>13 MS. McCORMICK: Yeah. That would be my</p> <p>14 concern, just that we have a chance to review</p> <p>15 everything and get final approval in March.</p> <p>16 CHAIRMAN MILLS: Okay.</p> <p>17 MR. LEWIS: And the fee was only for one</p> <p>18 year that we may or may not split with the</p> <p>19 developer?</p> <p>20 MS. McCORMICK: Five years.</p> <p>21 CHAIRMAN MILLS: Five.</p> <p>22 MR. LEWIS: Oh, five years.</p> <p>23 CHAIRMAN MILLS: It's ours after that</p> <p>24 anyway.</p> <p>25 MR. LEWIS: Right. Right.</p>   |
| <p style="text-align: right;">Page 18</p> <p>1 the monitoring, maintenance and reporting, we</p> <p>2 can finalize the legal description, and then</p> <p>3 they were put on notice that as soon as that</p> <p>4 happens, which we hoped it would be today,</p> <p>5 they would be prepared to submit it to SWFWMD</p> <p>6 next week.</p> <p>7 They believe they can get a permit</p> <p>8 within 30 days, so I'm happy, as soon as you</p> <p>9 all give me the go ahead to follow up with an</p> <p>10 email this evening to M/I, Heidt Designs,</p> <p>11 with the understanding that we need to get</p> <p>12 this thing taken care of immediately</p> <p>13 CHAIRMAN MILLS: What is your</p> <p>14 recommendation, Tonja?</p> <p>15 MS. STEWART: Well, because of the</p> <p>16 sensitivity of this open water body to the</p> <p>17 Westchase residents and some of the storm</p> <p>18 events that we experienced a few years ago, I</p> <p>19 think it is the district's best interest to</p> <p>20 have control over this property.</p> <p>21 CHAIRMAN MILLS: Okay. Erin, any other</p> <p>22 concerns or questions?</p> <p>23 MS. McCORMICK: No. I mean, my concern</p> <p>24 is just to make sure that the permit split</p> <p>25 happens before the conveyance does, and it</p>  | <p style="text-align: right;">Page 20</p> <p>1 CHAIRMAN MILLS: But originally, if I</p> <p>2 understand correctly, the developer was going</p> <p>3 to split it with us --</p> <p>4 MS. McCORMICK: Right.</p> <p>5 CHAIRMAN MILLS: -- for five years.</p> <p>6 MS. McCORMICK: Tonja, have you done a</p> <p>7 review of the current condition of the wetland</p> <p>8 area to make sure that what they're</p> <p>9 representing as far as the maintenance cost</p> <p>10 that you don't have any problems with that</p> <p>11 area that might incur more cost to the</p> <p>12 district?</p> <p>13 MS. STEWART: I have not, but I can send</p> <p>14 an environmental scientist out there to take a</p> <p>15 look at it for us.</p> <p>16 CHAIRMAN MILLS: Tonja, if you would,</p> <p>17 we've got 50 or so people sitting in front of</p> <p>18 us today, unlike our normal meeting where Bob</p> <p>19 Argus is sitting in front of us.</p> <p>20 Can you detail for the audience the</p> <p>21 exact area we're referencing here?</p> <p>22 MS. STEWART: Yes. It's an open water</p> <p>23 body area that is in -- Doug and Sonny help me</p> <p>24 out -- the townhome community, Stonebridge</p> <p>25 or --</p> |

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| <p style="text-align: right;">Page 21</p> <p>1 MS. WHYTE: Behind Stonebridge and<br/>2 Stockbridge.<br/>3 MR. BARRETT: Sturbridge.<br/>4 MS. WHYTE: Sturbridge.<br/>5 MS. STEWART: It's an open water body<br/>6 that by this piece of property that is now<br/>7 developed with some easements over some mowing<br/>8 maintenance that was part of the original<br/>9 Thomas Ranch property, if I recall.<br/>10 And the developer of the townhomes<br/>11 project is willing to convey it over to the<br/>12 district since it really benefits the<br/>13 Westchase residents in those two townhome<br/>14 communities since back in 2013, when we<br/>15 started having above average rainfall and we<br/>16 were inspecting drainage systems, that was one<br/>17 critical open water body that we did a lot of<br/>18 maintenance on for positive drainage from the<br/>19 backyards of those units, and those backyards<br/>20 of those units -- those townhouses are<br/>21 significantly lower than the Westlake Townhome<br/>22 units.<br/>23 So it's kind of important to have<br/>24 control over being able to maintain the water<br/>25 flowing out of that water body.</p>                      | <p style="text-align: right;">Agenda Page 62<br/>Page 23</p> <p>1 detailed, but, additionally, there is now<br/>2 access to that waterway on the other side of<br/>3 the water that we didn't have before because<br/>4 now we have residents in another community<br/>5 living over there; and in order to control<br/>6 access and prohibit boating and skiing and<br/>7 fishing and whatever else may transpire, we'll<br/>8 have the ability to fence that off and let<br/>9 some growth grow to prevent access on the<br/>10 other side, that if we didn't have ownership<br/>11 and control of that waterway, we would not be<br/>12 able to do for the benefit of our residents to<br/>13 have that waterway behind --<br/>14 MR. ROSS: Got it. You confirmed my<br/>15 understanding. And so with all that being<br/>16 said, I'll move that the district move forward<br/>17 and have our professionals move forward with<br/>18 consummating the transaction as expeditiously<br/>19 as possible with the proviso that the<br/>20 developer pay us \$8,000 to satisfy its<br/>21 obligations with regard to -- excuse me -- it<br/>22 would be \$12,000 -- eight plus four -- \$12,000<br/>23 to satisfy its maintenance obligations.<br/>24 And the reason I word it that way is, I<br/>25 don't believe we want to spend more</p> |
| <p style="text-align: right;">Page 22</p> <p>1 CHAIRMAN MILLS: Is there a motion?<br/>2 Mr. Ross.<br/>3 MR. ROSS: Can I make sure I'm clear on<br/>4 the summary of the issue, that we, as a board,<br/>5 have already determined that we believe it's<br/>6 in the best interest of the Westchase<br/>7 community that we take control of this body of<br/>8 water, that there's a timing issue, that if we<br/>9 don't go lickety split, we may have to start<br/>10 all over again.<br/>11 In the process, we're incurring<br/>12 professional fees, whether it's our engineer<br/>13 or our legal counsel, and the monetary dispute<br/>14 is over an aggregate of 20 grand, and<br/>15 somebody's turned out the idea of splitting<br/>16 ten and ten. Is that a fair summary?<br/>17 CHAIRMAN MILLS: She has not heard back<br/>18 from the developer whether they're splitting<br/>19 it or not. Apparently they are going to cover<br/>20 this year's costs, so it sounds like maybe<br/>21 four years.<br/>22 MR. ROSS: Okay. So eight and eight.<br/>23 CHAIRMAN MILLS: And it is in the best<br/>24 interest, as I understand it, both for the<br/>25 water and flooding issues that Tonja has</p> | <p style="text-align: right;">Page 24</p> <p>1 professional time chasing them to get<br/>2 reimbursed.<br/>3 I'm thinking it would be better off to<br/>4 get them just to pay their share, them to<br/>5 accept the same reality that I'm suggesting,<br/>6 at some point we want to get our professionals<br/>7 out, they want to get their professionals out,<br/>8 let's get beyond who's going to blink first<br/>9 mentality, and just throw something out there<br/>10 to see if they'll do it, we can get our<br/>11 professionals to get the deal done.<br/>12 MR. MENDENHALL: Do we have a second to<br/>13 Mr. Ross' motion?<br/>14 MS. McCORMICK: Let me just ask --<br/>15 MR. CHESNEY: Well, I was going to say I<br/>16 was going to second it, but I was going to ask<br/>17 you. Does that sound --<br/>18 MS. McCORMICK: The only other thing, I<br/>19 think if M/I is in agreement with that and is<br/>20 proceeding, then you may want to consider<br/>21 directing Stantec to send an environmental<br/>22 scientist to do the review of the mitigation<br/>23 area as well.<br/>24 MR. ROSS: Thank you for clarifying<br/>25 that. I thought it was implicit in my motion.</p>  |

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| <p style="text-align: right;">Page 25</p> <p>1 We want professionals to handle it.</p> <p>2 MS. McCORMICK: Okay.</p> <p>3 MR. ROSS: Whatever you guys believe</p> <p>4 needs to be done for legal review, for</p> <p>5 engineer review, absolutely. Whatever is</p> <p>6 appropriate, that's definitely implicit in the</p> <p>7 motion.</p> <p>8 MR. CHESNEY: Okay. Besides that, also</p> <p>9 -- I mean, is 12 grand, do you think, what is</p> <p>10 necessary? Do you think they'll take that?</p> <p>11 MS. McCORMICK: Is 12 grand necessary --</p> <p>12 MR. CHESNEY: The amount, the splitting,</p> <p>13 as opposed to --</p> <p>14 MS. McCORMICK: Do you think M/I Homes</p> <p>15 will?</p> <p>16 MR. CHESNEY: Yeah, M/I. Yes.</p> <p>17 MS. McCORMICK: I don't know if they</p> <p>18 will or not. I mean, if they say no, then I</p> <p>19 think we're probably at a standstill because</p> <p>20 it sounds like they're not going to submit the</p> <p>21 permit application until we have agreement on</p> <p>22 this issue. I thought they were already</p> <p>23 submitting an application.</p> <p>24 MR. CHESNEY: My thought is that it's</p> <p>25 important enough to have it, that --</p> | <p style="text-align: right;">Agenda Page 83<br/>Page 27</p> <p>1 MR. LEWIS: Yeah, I'll do it.</p> <p>2 MR. ROSS: I move Matt be granted the</p> <p>3 authority to negotiate the financial</p> <p>4 component.</p> <p>5 MR. CHESNEY: Okay. I will accept that</p> <p>6 amendment.</p> <p>7 CHAIRMAN MILLS: My question is, are you</p> <p>8 saying that if they do not provide any</p> <p>9 financial participation, that it's a deal</p> <p>10 killer, or that there's flexibility, or are</p> <p>11 you going leave that to the engineer and legal</p> <p>12 staff?</p> <p>13 MR. ROSS: I think that would be</p> <p>14 important for legal and engineer for input,</p> <p>15 and based on my confidence in all of the</p> <p>16 supervisors, including Matt, I feel confident</p> <p>17 if Matt felt like, okay, this is getting</p> <p>18 beyond my comfort zone, I'm going to bring it</p> <p>19 back to the full board, I believe that is what</p> <p>20 Matt would do.</p> <p>21 I think Matt has a full understanding as</p> <p>22 to the preciousness of getting this land, but</p> <p>23 the preciousness of getting it resolved one</p> <p>24 way or the other. So I feel very comfortable</p> <p>25 with Matt using his judgment to bringing it</p> |
| <p style="text-align: right;">Page 26</p> <p>1 THE WITNESS: I'm receptive to any way</p> <p>2 to get off the bump, but we've now -- as you</p> <p>3 well know, we have been talking about this for</p> <p>4 months. Between Tonja and Erin, we're juts</p> <p>5 putting more money down the drain.</p> <p>6 MR. CHESNEY: Right. More professional</p> <p>7 fees instead of getting rid of the permitting.</p> <p>8 So I would --</p> <p>9 MR. ROSS: I'm willing to amend my</p> <p>10 motion to authorize one of the supervisors to</p> <p>11 work with our legal counsel to establish an</p> <p>12 appropriate financial resolution, if that --</p> <p>13 if what you're suggesting, why give them a</p> <p>14 hard number, and we get to close, but not</p> <p>15 there --</p> <p>16 MR. CHESNEY: Right. Sure. Are you</p> <p>17 volunteering?</p> <p>18 MR. ROSS: No, I'm not volunteering.</p> <p>19 I'll volunteer you.</p> <p>20 MR. CHESNEY: No, I don't want to do</p> <p>21 that.</p> <p>22 MR. ROSS: You don't want to?</p> <p>23 MR. CHESNEY: How about -- I think Matt</p> <p>24 would be the most appropriate person.</p> <p>25 MR. ROSS: Okay. Are you willing --</p>                            | <p style="text-align: right;">Page 28</p> <p>1 back or not bringing it back.</p> <p>2 MR. CHESNEY: Okay.</p> <p>3 MR. MENDENHALL: Anything else, Tonja?</p> <p>4 MR. CHESNEY: We didn't vote on the</p> <p>5 motion.</p> <p>6 MS. STEWART: No. That's it.</p> <p>7 MR. MENDENHALL: Oh, you didn't vote on</p> <p>8 it. I'm sorry. Any further discussion?</p> <p>9 (No response.)</p> <p>10 MR. MENDENHALL: All in favor.</p> <p>11 (All board members signify in the</p> <p>12 affirmative.)</p> <p>13 MR. MENDENHALL: Any opposed.</p> <p>14 (No response.)</p> <p>15 MR. MENDENHALL: Motion carries.</p> <p>16 (Motion passes.)</p> <p>17 MR. MENDENHALL: Anything else? I'm</p> <p>18 sorry.</p> <p>19 MS. STEWART: No. That's all. I'll</p> <p>20 assume, with all that, it's okay for me to</p> <p>21 move forward and get everything all tied up</p> <p>22 nice and neat. Right?</p> <p>23 MR. MENDENHALL: Yes.</p> <p>24 MS. STEWART: Okay.</p> <p>25 CHAIRMAN MILLS: Yes. She did have a</p>   |

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| <p style="text-align: right;">Page 29</p> <p>1 couple items on the agenda, however.</p> <p>2 MR. MENDENHALL: Yeah. Tonja, I don't</p> <p>3 know if you saw, we had two items on the</p> <p>4 agenda, the status of the community map, and</p> <p>5 the best pond management practices document.</p> <p>6 I didn't know if you had an update on either</p> <p>7 of those.</p> <p>8 MS. STEWART: I do not have update on</p> <p>9 either of them. I've been doing a couple of</p> <p>10 paving projects, forgive me. It just has</p> <p>11 consumed a lot of my time. So they're fixing</p> <p>12 to come to an end, so I promise to bring</p> <p>13 information back to the board at the next</p> <p>14 meeting.</p> <p>15 MR. MENDENHALL: Okay. Thank you.</p> <p>16 MS. STEWART: Thank you. Bye bye.</p> <p>17 MR. MENDENHALL: Bye.</p> <p>18 All right. I saw Neale come in the room</p> <p>19 a short while ago. So, Neale, we'll get to</p> <p>20 you, your discussion of the landscaping, if</p> <p>21 you want to address the board.</p> <p>22 MR. STRALOW: Thank you, board members.</p> <p>23 For the record, Neale Stralow with Stantec,</p> <p>24 landscape architect and planner. I apologize</p> <p>25 for my tardiness. I found myself among a</p>   | <p style="text-align: right;">Agenda Page 84<br/>Page 31</p> <p>1 And so the opportunity exists to do some</p> <p>2 retrofit landscaping enhancements in most of</p> <p>3 your entries. And systematically what I did</p> <p>4 was look at prototypical designs, some of</p> <p>5 those exhibits are attached for the multiple</p> <p>6 entry types that we saw, and then looked at</p> <p>7 what those organizing features are, really how</p> <p>8 to highlight the elements that are there, the</p> <p>9 architectural walls that are there, the</p> <p>10 signage boards that are there.</p> <p>11 Some of that has to do with re-grading</p> <p>12 and reestablishing the existing grades</p> <p>13 adjacent to sidewalks. It has about creating</p> <p>14 a backdrop behind those signage elements to</p> <p>15 block out some either residence or commercial</p> <p>16 buildings that have now been established in</p> <p>17 those locations.</p> <p>18 I think that the -- there's a</p> <p>19 substantial opportunity for enhanced lighting.</p> <p>20 It comes with additional costs, but the -- in</p> <p>21 order to run electric through those locations,</p> <p>22 but it would be a recommendation that I would</p> <p>23 make to you to consider in future budgeting in</p> <p>24 order to enhance the nighttime appeal of those</p> <p>25 elements.</p> |
| <p style="text-align: right;">Page 30</p> <p>1 couple accidents in downtown that kind of</p> <p>2 close down a few streets, one with a semi.</p> <p>3 So I appreciate the opportunity to be</p> <p>4 with you. As a general summary of the</p> <p>5 materials that have been forwarded to you for</p> <p>6 attention, at your December 4th workshop, you</p> <p>7 had requested that I meet with staff and</p> <p>8 provide some observations about the general</p> <p>9 landscape and amenities that Westchase is</p> <p>10 known for at your entries and boulevard</p> <p>11 medians.</p> <p>12 So as a result of that, I met with</p> <p>13 staff. We toured -- with Doug and Sonny -- we</p> <p>14 toured the entries, looked at all of the</p> <p>15 components that have fallen under the normal</p> <p>16 maintenance practices with staff and provided</p> <p>17 a few opportunity areas as part of this</p> <p>18 discussion package that was provided to you.</p> <p>19 And really what we saw was, you know,</p> <p>20 your architectural elements are strong. They</p> <p>21 were established in a period at the beginning</p> <p>22 of this community, and part of the landscape</p> <p>23 has grown and regrown in those areas, have all</p> <p>24 altered grade and been at varying levels of</p> <p>25 success.</p> | <p style="text-align: right;">Page 32</p> <p>1 By doing a system -- systematic</p> <p>2 enhancement through your landscape entries and</p> <p>3 boulevard medians, you would be able to</p> <p>4 improve the overall aesthetic, do it in a</p> <p>5 manner that is sequenced and logical, use the</p> <p>6 advantage of the new specifications that Doug</p> <p>7 has been working on with going out to</p> <p>8 nurseries to provide those limited designs</p> <p>9 within the parameters of what you want as a</p> <p>10 set of entry features so that you gain and</p> <p>11 maintain continuity across your palate.</p> <p>12 That is, in essence, a short</p> <p>13 presentation. I don't know if you had a</p> <p>14 chance to really look at those elements and</p> <p>15 those photo simulizations that we made.</p> <p>16 If there's any specific questions, I'll</p> <p>17 be glad to answer those.</p> <p>18 MR. MENDENHALL: Yes, sir.</p> <p>19 MR. ROSS: First of all, I want to</p> <p>20 compliment you. I felt like the product you</p> <p>21 gave us, the presentation complimented exactly</p> <p>22 what we asked for, so I appreciate both your</p> <p>23 approach and the product that you provided to</p> <p>24 us. It was very helpful for me.</p> <p>25 My specific comments about it are, I</p>   |



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| <p style="text-align: right;">Page 33</p> <p>1 would like to see the other three community<br/> 2 entry points addressed as well. You know, how<br/> 3 we got it at the front at Linebaugh and<br/> 4 Sheldon? But I think we need to give<br/> 5 importance to the other three entry points.<br/> 6 People do use that a lot. So that would be<br/> 7 one thing I would add to it.<br/> 8 I would also add in, that if we do move<br/> 9 forward, that the contemplation -- and this<br/> 10 really necessarily isn't in your bailiwick,<br/> 11 Neale -- but we shouldn't make the same<br/> 12 mistake, in my view that we made on the front<br/> 13 entryway, where we purchase plants with the<br/> 14 overexpectation that they're going to mature<br/> 15 into a certain vision.<br/> 16 And as you may have heard, some of us<br/> 17 feel that what was represented to us did not<br/> 18 come to fruition, and so I think having<br/> 19 learned from that experience as we go through<br/> 20 a, I guess, budgeting process, that we look at<br/> 21 going ahead and acquiring the more mature<br/> 22 plants so that we have affirmation that we're<br/> 23 getting what was sold to us -- not sold to us,<br/> 24 but represented to us.<br/> 25 Obviously, I'm not a landscape expert or</p> | <p style="text-align: right;">Agenda Page 85<br/>Page 35</p> <p>1 whatever the original design, it's easily<br/> 2 retained, so that as we pass through the years<br/> 3 and somebody is doing this eight years, ten<br/> 4 years, 15 years from now, they're not going to<br/> 5 wonder, what were those guys and gals<br/> 6 thinking, whatever.<br/> 7 But other than those specific comments,<br/> 8 my own suggested plan of action to the board<br/> 9 is that we -- oh, I also wanted to compliment<br/> 10 you for working with Doug. I think that was<br/> 11 great -- that we move forward with completing<br/> 12 the visionary plan that you've been working<br/> 13 on, that we move forward with getting bids or<br/> 14 whatever else, and then come back to us for<br/> 15 consideration.<br/> 16 MR. STRALOW: I would like to add one<br/> 17 quick response and -- or augment one of your<br/> 18 comments. The needs for color are great.<br/> 19 Okay? You can either accomplish that through<br/> 20 annuals or plant materials, but the challenge<br/> 21 that you continue to have is that these<br/> 22 landscapes are seen at high speed, and really<br/> 23 what you're trying to do is to draw attention<br/> 24 to your major elements.<br/> 25 Lighting does that well, broad bands of</p> |
| <p style="text-align: right;">Page 34</p> <p>1 anything like that, but I do have two just<br/> 2 general points, and I feel like your<br/> 3 presentation is consistent with this. But I<br/> 4 just would like to emphasize that we focus<br/> 5 less on ornamental plants, and we focus more<br/> 6 on -- my words, nobody else's -- more<br/> 7 traditional, clean lines.<br/> 8 And, again, I think your presentation<br/> 9 did that or your materials with use of color.<br/> 10 I think part of our mistake on the front was<br/> 11 we bought into let's get these cool-looking<br/> 12 plants, and in my judgment, it didn't happen.<br/> 13 So that's one thing.<br/> 14 And the other thing is, that I feel<br/> 15 like, similar to your presentation, that we<br/> 16 have had perhaps some erosion of standards<br/> 17 just as time has past, and dirt accumulates or<br/> 18 mulch accumulates, or whatever else it may be,<br/> 19 we need to make sure that we contemplate that<br/> 20 on our go-forward basis or the same thing is<br/> 21 going to happen again.<br/> 22 So let's not kid ourselves, and<br/> 23 implement something as if it's not going to<br/> 24 happen again. And to that end, whatever we<br/> 25 do, it needs to be easily maintained, and</p>                 | <p style="text-align: right;">Page 36</p> <p>1 color does that well. And, you know, the<br/> 2 detailed planting, it has its place in a -- or<br/> 3 larger plant palate has a place in places<br/> 4 where people are going to be walking and being<br/> 5 able to see that textural change. And so<br/> 6 that's why I make that recommendation.<br/> 7 MR. ROSS: And if I suggested not using<br/> 8 color --<br/> 9 MR. STRALOW: No. And I just want to<br/> 10 emphasize that, because it is -- most of your<br/> 11 landscapes in these areas and these public<br/> 12 areas are going to be high-speed views.<br/> 13 MR. ROSS: I'm with you on that. Okay.<br/> 14 Thank you.<br/> 15 MR. MENDENHALL: Mr. Chesney.<br/> 16 MR. CHESNEY: Did Doug share with you<br/> 17 the nursery process quotes that he had<br/> 18 received?<br/> 19 MR. STRALOW: Yes.<br/> 20 MR. CHESNEY: So is the pricing with<br/> 21 this design consistent with that prior?<br/> 22 MR. STRALOW: Yes. I think that the --<br/> 23 yes. He identified a range, and I think that<br/> 24 that's a comfortable range for enhancement.<br/> 25 And, ultimately, it comes down to the</p>   |

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| <p style="text-align: right;">Page 37</p> <p>1 legal of maturity that you're asking for<br/> 2 install of the larger materials. Okay?<br/> 3 And the trees and palms and -- you know,<br/> 4 you're paying for that maturity. Seasonal<br/> 5 color, you change for the amount of times that<br/> 6 you're changing those out.<br/> 7 MR. CHESNEY: And I know in our workshop<br/> 8 we discussed the challenges with the lighting<br/> 9 MR. STRALOW: Yes.<br/> 10 MR. CHESNEY: Do you have any idea on<br/> 11 connections, TECO connections?<br/> 12 MR. STRALOW: I spoke with Tonja --<br/> 13 Tonja, Stantec, your CDD engineer. It really<br/> 14 is a site specific -- I don't have a good<br/> 15 answer for you.<br/> 16 This is about getting TECO out to the<br/> 17 specific location and determining the linear<br/> 18 footage and the cost per that to deliver --<br/> 19 ultimately, you end up with a bill -- an<br/> 20 electric bill at the end of the month.<br/> 21 Doug did show me the Radcliffe -- we<br/> 22 toured the Radcliffe entry where a solar<br/> 23 application was made. That opportunity is<br/> 24 rare because of sign angles and your other<br/> 25 entries.</p>  | <p style="text-align: right;">Agenda Page 88<br/>Page 39</p> <p>1 is, how do we do a better job of manicuring<br/> 2 the landscape? And so I like what you've<br/> 3 presented here. I love the idea of canopies.<br/> 4 I love the idea of the lighting. I do think<br/> 5 it's consistent with the Westchase brand.<br/> 6 I do think we do deserve a bit of<br/> 7 grandeur in our appearance. So I appreciate<br/> 8 that. I will just tack onto the lighting,<br/> 9 agree, because this is the probably the third<br/> 10 time now that we've had conversations about<br/> 11 lighting and how it would benefit the<br/> 12 community, everything from holiday lights.<br/> 13 We're not necessarily able to maximize<br/> 14 what we're going to do with holiday lights<br/> 15 because we don't have lighting, or we want to<br/> 16 put in a security camera, well, we don't have<br/> 17 electric running. So, you know, the more and<br/> 18 more I hear about the benefits of getting<br/> 19 electric, it seems that it would justify that<br/> 20 effort.<br/> 21 One of the other things, too -- we have<br/> 22 a pretty big community. One of the questions<br/> 23 I had in our workshop last night was, is this<br/> 24 something that you would foresee that we could<br/> 25 do, perhaps, in a phased approach?</p> |
| <p style="text-align: right;">Page 38</p> <p>1 And then, secondarily, the LED lamps<br/> 2 have come a long way -- lighting has coming a<br/> 3 long way and the brightness and the intensity<br/> 4 and the energy efficiency has improved. It<br/> 5 doesn't negate the amount that you're going to<br/> 6 have to pay to bring electricity there and not<br/> 7 have an ongoing cost.<br/> 8 MR. CHESNEY: Yeah. I mean, because<br/> 9 intuitively there is electricity running all<br/> 10 the way down because there's street lights,<br/> 11 so --<br/> 12 MR. STRALOW: Right.<br/> 13 MR. CHESNEY: -- you think it would not<br/> 14 be crazy, but I guess we'll see.<br/> 15 MR. STRALOW: I would be hesitant to<br/> 16 give you a linear footage cost without TECO<br/> 17 joining us on site.<br/> 18 MR. MENDENHALL: Yes. Barbara.<br/> 19 MS. GRIFFITH: So one of the things when<br/> 20 it comes to our community, in particular --<br/> 21 our community is 25 years old. Right? So<br/> 22 when everything is new at the same time, it's<br/> 23 all old at the same time. Of course, we've<br/> 24 been maintaining the landscape.<br/> 25 One of the things that I've talked about</p> | <p style="text-align: right;">Page 40</p> <p>1 MR. STRALOW: Well, certainly. I think<br/> 2 an example of components that you have, sign<br/> 3 panel maintenance was an item I spoke with<br/> 4 Sonny and Doug about, and what successes<br/> 5 you've had and, you know, challenges to that.<br/> 6 And there's different materials and different<br/> 7 sizes, and it appears to paint on regular and<br/> 8 some don't.<br/> 9 That is probably something over a period<br/> 10 of a longer -- longer horizon that you would<br/> 11 like to consider budgeting for, replacement of<br/> 12 panels, so that you can upgrade them, because<br/> 13 they do have a life, and paint is not the same<br/> 14 as some of the new product that is out, but<br/> 15 that is, you know, part of your enhancement,<br/> 16 and probably would need to be phased over a<br/> 17 period of time.<br/> 18 I think you would be successful in<br/> 19 sequencing entries and landscaper -- landscape<br/> 20 nurseries could respond to that in a way -- I<br/> 21 don't know how you were going to be proposing<br/> 22 to package some of those, whether it was going<br/> 23 to be a complete or individualized.<br/> 24 MR. MAYS: Yeah, we're still trying to<br/> 25 figure out the best way to do it. I'm</p>                              |

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| <p style="text-align: right;">Page 41</p> <p>1 thinking one section at a time, so a little<br/>2 bit at a time.</p> <p>3 MS. GRIFFITH: I want to mention that<br/>4 there are some low-hanging fruit here, some<br/>5 things that we could probably take care of<br/>6 easily.</p> <p>7 I know that Doug and I had a<br/>8 conversation about, you know, my sentiments on<br/>9 mulch. I think we've overmulched the<br/>10 community. And I don't -- you know, it's just<br/>11 the mulch beds seem to grow. And so if there<br/>12 is a way to kind of design it that we don't<br/>13 need to rely on mulch so much, because there's<br/>14 maybe a more compact or --</p> <p>15 MR. STRALOW: Yeah, I think that the<br/>16 understory trees specifically in your medians,<br/>17 you've moved to a relatively clean palate<br/>18 under a canopy.</p> <p>19 If I was going to make a recommendation<br/>20 to you, I would suggest those native-type<br/>21 materials to go in so that you can, you know,<br/>22 ensure that you're going to have something<br/>23 that is going to survive relatively on its own<br/>24 with a maximum shape so that you don't have to<br/>25 have expensive maintenance of pruning and</p> | <p style="text-align: right;">Agenda Page 67<br/>Page 43</p> <p>1 come in and compare it against a design<br/>2 guidance, and say, "This is really what we<br/>3 want to do," and, you know, you have<br/>4 flexibility of the materials, but it will come<br/>5 down to what the nursery can do with the<br/>6 budget provided.</p> <p>7 CHAIRMAN MILLS: Okay.</p> <p>8 MR. STRALOW: So I would recommend that<br/>9 you move forward with these, and then if the<br/>10 panels are part of the ongoing and longer term<br/>11 discussion, that that would come back to you<br/>12 in some form, you know, for future budgeting<br/>13 so that you might be able to establish a line<br/>14 item for that.</p> <p>15 I do think that there is additional<br/>16 investigation that would be needed for the<br/>17 electric, and you may choose to prioritize<br/>18 locations or you may choose to evaluate every<br/>19 entry, and, you know, that really comes down<br/>20 to talking probably with Tonja with myself and<br/>21 a TECO rep to really give you some better<br/>22 per-linear-foot-type costs.</p> <p>23 CHAIRMAN MILLS: It's a great start, so<br/>24 I appreciate it as well.</p> <p>25 MR. MENDENHALL: Okay. Anything else</p> |
| <p style="text-align: right;">Page 42</p> <p>1 controlling that.</p> <p>2 But, as I mentioned in these exhibits,<br/>3 part of your parkway feel is a canopy with<br/>4 open grass and views, and that's a beautiful<br/>5 element to your drive.</p> <p>6 And so having, some of those --<br/>7 maintaining those views and not overplanting<br/>8 those areas is equally important.</p> <p>9 MS. GRIFFITH: And thank you very much<br/>10 for this.</p> <p>11 MR. MENDENHALL: Yes. Mr. Chair.</p> <p>12 CHAIRMAN MILLS: What's your<br/>13 recommendation as far as next steps and<br/>14 timing? Obviously there is a budget cycle<br/>15 coming up in a few months.</p> <p>16 MR. STRALOW: Right. And I think that<br/>17 that's what the goal was, is for me to provide<br/>18 this -- these observations with some quota<br/>19 simulizations about how to organize them,<br/>20 enhance those elements that are there, the<br/>21 architectural elements.</p> <p>22 I think what staff was anticipating on<br/>23 doing is coming forward with a set of<br/>24 specifications, and using these as guidance so<br/>25 that they can evaluate the proposals as they</p>  | <p style="text-align: right;">Page 44</p> <p>1 for Neale?</p> <p>2 (No response.)</p> <p>3 MR. MENDENHALL: Thank you very much.</p> <p>4 MR. STRALOW: Thank you so much. I<br/>5 appreciate it.</p> <p>6 MR. MENDENHALL: All right. That moves<br/>7 us to the manager's report. I had just a<br/>8 couple items.</p> <p>9 The first item is regarding requesting<br/>10 OLM to draft a proposed landscaping<br/>11 specifications and contract for bidding. So<br/>12 that's something definitely if the board wants<br/>13 us to move forward with we certainly can do.</p> <p>14 You might remember we did this -- the<br/>15 last time it was 2014, and I think that the<br/>16 cost that OLM charged for that type of service<br/>17 was \$3,000, but I think we negotiated it down<br/>18 a little bit from that to like 2500.</p> <p>19 So if the board is interested in doing<br/>20 that, I can certainly go to OLM, obviously get<br/>21 a proposal. If you wanted it to speed up that<br/>22 process, we can have a not-to-exceed amount.<br/>23 That way, we can have them actually start<br/>24 working on it. But I don't know where the<br/>25 board is at with this, so I'll defer towards</p>                                      |

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| <p style="text-align: right;">Page 45</p> <p>1 you guys.</p> <p>2 CHAIRMAN MILLS: Okay.</p> <p>3 MR. MENDENHALL: Yes, sir.</p> <p>4 MR. ROSS. Thanks. Just the response to</p> <p>5 the issue, I've got to first make a general</p> <p>6 observation. I'm not sure where to point the</p> <p>7 finger, but you guys and gals are aware that I</p> <p>8 felt now for some time that the maintenance</p> <p>9 standards of our landscaping has been below</p> <p>10 the mark.</p> <p>11 And I don't know if that's because our</p> <p>12 maintenance standards have just eroded with</p> <p>13 the passage of time. I don't know if we set</p> <p>14 them too low with our last spec package.</p> <p>15 I don't know if our inspection process</p> <p>16 that OLM is supposed to be performing is</p> <p>17 falling short of the mark. I just know that</p> <p>18 in my view we are short, and there's two</p> <p>19 specific areas that I continue to point to.</p> <p>20 It's the weeds in the median plant beds</p> <p>21 when you're driving your vehicle and you're in</p> <p>22 the turn lane and you see the weeds coming up</p> <p>23 through the top of the plant bush, you know,</p> <p>24 we've somehow missed something.</p> <p>25 And the second one is the hedges in our</p>  | <p style="text-align: right;">Agenda Page 88<br/>Page 47</p> <p>1 And then if we're getting benefit for</p> <p>2 OLM continuing to do their inspection,</p> <p>3 fabulous, but if they're not, then we can</p> <p>4 elect to discontinue that practice.</p> <p>5 As we go through it, I have some</p> <p>6 specific requests that I would want to happen</p> <p>7 if we didn't ask ORM to re-draft our</p> <p>8 landscaping specs, but I think we probably all</p> <p>9 have our own individual ideas, and we can just</p> <p>10 submit that outside of the meeting, if you</p> <p>11 will. But, in general, I think it's important</p> <p>12 that we provide our board the flexibility to</p> <p>13 eliminate that payment performance option.</p> <p>14 MR. MENDENHALL: Mr. Chesney.</p> <p>15 MR. CHESNEY: May I ask, what do you</p> <p>16 think the benefit of eliminating the payment</p> <p>17 performance bonus is when -- I mean, there</p> <p>18 have been times in the past where we've waived</p> <p>19 it. So, I mean, we've always had flexibility</p> <p>20 in working with the contractor.</p> <p>21 Are you concerned that they haven't</p> <p>22 failed our current --</p> <p>23 MR. ROSS: I'm concerned that OLM is not</p> <p>24 doing the job, and I don't -- I'm not out</p> <p>25 there with them. I don't know --</p> |
| <p style="text-align: right;">Page 46</p> <p>1 parks and along Linebaugh and Countryway. The</p> <p>2 hedges, again, just through the passage of</p> <p>3 time, have begun to erode, kids go in them and</p> <p>4 damage them, whatever it may be. But I say it</p> <p>5 in the context of, wasn't part of our deal</p> <p>6 with OLM in their inspection process that they</p> <p>7 would cite our landscape contractor and there</p> <p>8 would be a curing of the situation?</p> <p>9 It seems to me that's not happening. I</p> <p>10 took seriously the remarks that Doug made at</p> <p>11 the workshop yesterday in which he feels</p> <p>12 strongly that there is a benefit to having a</p> <p>13 third sets of eyes looking at it, that</p> <p>14 everyone misses something, and that's common</p> <p>15 sense to me.</p> <p>16 So my own approach would be, to have OLM</p> <p>17 draft our landscaping specs, but to exclude</p> <p>18 the OLM trademark terms and practices, so that</p> <p>19 it truly specs for the standards that we</p> <p>20 expect in our community with regard to</p> <p>21 landscaping, and we don't incorporate in that</p> <p>22 what OLM should or should not be doing with</p> <p>23 regard to their -- what they call it -- their</p> <p>24 payment performance program, and let's take</p> <p>25 that out.</p> | <p style="text-align: right;">Page 48</p> <p>1 MR. CHESNEY: Well, how do you think,</p> <p>2 though, the payment performance contract locks</p> <p>3 us in to OLM?</p> <p>4 MR. MENDENHALL: Erin.</p> <p>5 MS. McCORMICK: I mean, I can answer</p> <p>6 that. I think that they have asserted that</p> <p>7 using that contract with the payment and</p> <p>8 performance is exclusive to them, so they</p> <p>9 don't want to use that agreement if they're</p> <p>10 not going to be continuing our arrangement</p> <p>11 with them.</p> <p>12 But that being said, I mean, there's two</p> <p>13 different things here. There's that, and then</p> <p>14 there's the agreement itself. And we</p> <p>15 certainly can do a different landscaping</p> <p>16 maintenance agreement that wouldn't</p> <p>17 necessarily be using OLM standard contract</p> <p>18 that's formed the basis -- and then on the</p> <p>19 specs, we could approach them and ask them to,</p> <p>20 you know, work with us on the specs for the</p> <p>21 new contracting process that you're going to</p> <p>22 go through if they are not willing to do it if</p> <p>23 we're not going to be continuing with their</p> <p>24 services, then we can use another company to</p> <p>25 help us develop the specifications.</p>                                     |

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| <p style="text-align: right;">Page 49</p> <p>1 MR. CHESNEY: Well, as I brought up in</p> <p>2 our workshop yesterday, we interviewed in the</p> <p>3 past other people to develop the specs, and we</p> <p>4 always come back to OLM, I mean, because their</p> <p>5 level of professionalism comes to that part of</p> <p>6 it has been strong.</p> <p>7 So, I mean, I'm not defending OLM,</p> <p>8 because, I agree, at times it seems like it's</p> <p>9 arbitrary at times, it seems. So I would be</p> <p>10 in favor of having them -- I would be in favor</p> <p>11 of that approach, I think.</p> <p>12 So you're suggesting that we still take</p> <p>13 that they develop the specs with some of the</p> <p>14 input. Like I know Doug had some input</p> <p>15 yesterday at the workshop about removing</p> <p>16 certain pieces, and then we potentially</p> <p>17 rewrite the contract.</p> <p>18 MR. ROSS: If I can just respond -- I</p> <p>19 know you had your hand up -- but I want to be</p> <p>20 clear, that's exactly what I'm suggesting.</p> <p>21 Let's just use them for one specific function,</p> <p>22 to assist us in crafting whatever the</p> <p>23 specifications are and not commit ourselves to</p> <p>24 doing the monthly inspection.</p> <p>25 Now, I believe in the business reality,</p> | <p style="text-align: right;">Agenda Page 89<br/>Page 51</p> <p>1 I have seen our community look less than</p> <p>2 desirable, I have received the complaints from</p> <p>3 our residents, and at that very same time, I</p> <p>4 see OLM give them a pass, and month after</p> <p>5 month after month, they pass them.</p> <p>6 And what I'm hearing is that they</p> <p>7 essentially have somehow managed to get their</p> <p>8 teeth into this community. I'm surprised to</p> <p>9 hear that we're not entertaining talking to</p> <p>10 other -- I understand that maybe in the past</p> <p>11 we have -- OLM came on top because they're the</p> <p>12 most professional, but that professionalism</p> <p>13 has not translated into a better-looking</p> <p>14 community.</p> <p>15 So what I would say is, I would want to</p> <p>16 take this opportunity to entertain another</p> <p>17 provider to help us both with the landscape</p> <p>18 specs, because, frankly, we could benefit from</p> <p>19 a fresh set of eyes, not just a third set of</p> <p>20 eyes, but a fresh set of eyes.</p> <p>21 And then as far as how we want to do the</p> <p>22 monthly scorecards, you know, honestly, I</p> <p>23 would rely on Doug and his feedback there. I</p> <p>24 know that, you know, he finds that of value.</p> <p>25 I also do very much trust Doug and his sets of</p> |
| <p style="text-align: right;">Page 50</p> <p>1 as soon as we communicate that to them,</p> <p>2 they're going to up their game. And I would</p> <p>3 think they're probably going to come back with</p> <p>4 some push-back, and that's okay. It's okay</p> <p>5 for us to push our vendors to perform at a</p> <p>6 higher level.</p> <p>7 So I don't want you to think I'm locked</p> <p>8 into one outcome or the other. I just feel as</p> <p>9 we are right now, we have a contract with them</p> <p>10 in which we're paying them money, and we're</p> <p>11 not getting the bang for the buck.</p> <p>12 MR. CHESNEY: Because, I mean, I am a fan</p> <p>13 of the monthly view, that third set of eyes.</p> <p>14 MR. ROSS: I know you are.</p> <p>15 MR. CHESNEY: So I guess I'm open to</p> <p>16 reworking the penalty provision within reason.</p> <p>17 I mean, I think that has some heat to it.</p> <p>18 I've seen it, I mean.</p> <p>19 MR. MENDENHALL: Barbara, you had a --</p> <p>20 MS. GRIFFITH: Yeah. Absolutely. I</p> <p>21 have to say, I have done the ride-along with</p> <p>22 OLM. I have seen them -- they do a scorecard</p> <p>23 every month. Right? They come through the</p> <p>24 community with our landscape maintenance</p> <p>25 company, and they do a scorecard.</p>                   | <p style="text-align: right;">Page 52</p> <p>1 eyes.</p> <p>2 So I just want to throw that out there.</p> <p>3 I'm just -- my experience with OLM has been</p> <p>4 one that I feel it warrants talking to another</p> <p>5 company.</p> <p>6 MR. MENDENHALL: Okay. Matt.</p> <p>7 MR. LEWIS: I agree with what Mr. Ross</p> <p>8 is saying, and it sounds like maybe the rest</p> <p>9 of the board, but forgive me for not</p> <p>10 remembering what -- but why can't we take it</p> <p>11 where if we are not going to -- if we are</p> <p>12 going to use OLM as a third set of eyes or</p> <p>13 whoever it may end up being -- is it only them</p> <p>14 that can provide that scorecard?</p> <p>15 I mean, why can't the board or Doug or</p> <p>16 the rest of our staff provide some sort of</p> <p>17 override so that --</p> <p>18 MR. MENDENHALL: So the way that, at</p> <p>19 least, it exists with your current contractor,</p> <p>20 they are the only ones that have that, you</p> <p>21 know, trademark performance payment. So, at</p> <p>22 least, under your existing contract, it</p> <p>23 prevents you from saying, "Hey, Doug can fill</p> <p>24 in and do this as well as OLM."</p> <p>25 And whether something else can be</p>  |

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| <p style="text-align: right;">Page 53</p> <p>1 drafted or whether there is another company</p> <p>2 that does something similar, certainly an</p> <p>3 opportunity, but you'd have to -- you</p> <p>4 basically just have to get another contract,</p> <p>5 which, you know, as part of your overall due</p> <p>6 process is something you could certainly look</p> <p>7 into it.</p> <p>8 There's not many companies that do</p> <p>9 something similar, but, then again, you could</p> <p>10 decide, that, "Okay, well, we don't want that.</p> <p>11 Maybe, you know, Doug just kind of keeps track</p> <p>12 of, you know, where they are as far as</p> <p>13 score-wise, so to speak."</p> <p>14 You know, now, the other thing is, as</p> <p>15 far as companies, if we go into the payment</p> <p>16 portion, other companies signing onto that</p> <p>17 outside of OLM, so, as an example, if you went</p> <p>18 to companies and said, "Hey, we're going to</p> <p>19 score this. We're going to have our staff</p> <p>20 core it, and we're -- you know, if you do</p> <p>21 well, you'll get that extra payment."</p> <p>22 I haven't seen it done in any other</p> <p>23 districts. That's not to say that it can't</p> <p>24 be, but you might find some companies would be</p> <p>25 reluctant to bid because of that type of set</p> | <p style="text-align: right;">Agenda Page 70<br/>Page 55</p> <p>1 We have left it up to them, so what that</p> <p>2 brings back is, maybe a lower-cost product.</p> <p>3 You know, in the mind of our contractor, you</p> <p>4 know, they -- one on the examples Doug had</p> <p>5 used in our workshop is that during the winter</p> <p>6 they cut back the number of people, because we</p> <p>7 don't specify the number of people that they</p> <p>8 should have on property.</p> <p>9 We don't -- I mean, we specify very</p> <p>10 specific things, like the level of mulch, you</p> <p>11 know, the grass, that type of thing, but we --</p> <p>12 maybe part of the issue is that we -- you</p> <p>13 know, we're not more specific in the actual</p> <p>14 manpower and not scope of services, but the</p> <p>15 direction of the services, so --</p> <p>16 MS. GRIFFITH: So if I can, Mr. Chesney,</p> <p>17 ask you, as I look at the results from the</p> <p>18 report card -- scorecard and I see the same</p> <p>19 feedback being given to our vendor time and</p> <p>20 time again with no actual improvement --</p> <p>21 MR. CHESNEY: Yes.</p> <p>22 MS. GRIFFITH: -- and I see that</p> <p>23 despite, again, negative resident feedback, my</p> <p>24 own negative feedback, we continue to pass, I</p> <p>25 would ask, where do you see is the benefit of</p> |
| <p style="text-align: right;">Page 54</p> <p>1 up, only because, with OLM, at least, good or</p> <p>2 bad, they kind of know what they're getting</p> <p>3 into, whereas if you throw, you know, a wild</p> <p>4 card in there, we're going to score it</p> <p>5 ourselves or something like that, it might</p> <p>6 make some companies hesitant, especially</p> <p>7 obviously with the scope of your landscape</p> <p>8 contract, you know.</p> <p>9 When folks bid on these OLM-type</p> <p>10 contracts, they -- you know, what they should</p> <p>11 be doing is they should be bidding a little</p> <p>12 bit higher to make sure that they're covered</p> <p>13 in case they do get a failure.</p> <p>14 Usually they don't. They go right to</p> <p>15 the line. And so when they get a failure,</p> <p>16 their margins go down to very little or</p> <p>17 nothing, which is, at least in my experience,</p> <p>18 is kind of the problem with some of the OLM</p> <p>19 stuff, not necessarily OLM's fault, but the</p> <p>20 way they are bid, it makes it difficult.</p> <p>21 Yes, sir.</p> <p>22 MR. CHESNEY: I concur. And I think</p> <p>23 part of that might be that, in the past, we</p> <p>24 have given very general direction to OLM in</p> <p>25 drafting the specs.</p>  | <p style="text-align: right;">Page 56</p> <p>1 the scorecard, if it's not translating into</p> <p>2 improved performance?</p> <p>3 MR. CHESNEY: Well, I have a little</p> <p>4 broader perspective on performance. I agree</p> <p>5 with you. I think Mr. Mills brought it up</p> <p>6 yesterday in the workshop, is that it's</p> <p>7 aggravating to see someone fail at the same</p> <p>8 line items and still pass overall.</p> <p>9 So they let one thing go continuously</p> <p>10 and still not enough points to cause them to</p> <p>11 fail. That is an aggravating situation. And</p> <p>12 I guess my -- my thought, I don't have a real</p> <p>13 strong opinion on this, but my thought is, is</p> <p>14 that, perhaps, maybe that somehow be crafted</p> <p>15 within the contract.</p> <p>16 To say, well, you can't fail the same</p> <p>17 thing three months in a row and still pass,</p> <p>18 you know, I mean, those kind of things,</p> <p>19 modification of the contract -- I mean, the</p> <p>20 other solution is, we can go back to how we</p> <p>21 did it before.</p> <p>22 And, Andy, I don't know -- does your</p> <p>23 firm still offer those services? Does Brian</p> <p>24 still -- is he still with you guys?</p> <p>25 MR. MENDENHALL: Brian is not, well, not</p>   |

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| <p style="text-align: right;">Page 57</p> <p>1 with our firm. However, I can look into that</p> <p>2 to see if we have anyone on staff, but, as</p> <p>3 well, there are a number of landscaping</p> <p>4 consultants that -- you know, throughout the</p> <p>5 industry.</p> <p>6 You could find somebody that would</p> <p>7 develop this spec for you, and really the</p> <p>8 drivers are going to be your staff here,</p> <p>9 because, obviously, number one, we have the</p> <p>10 template you've been working with over the</p> <p>11 years. So really what we're doing and what</p> <p>12 OLM would be doing is tweaking that for those</p> <p>13 little things that might make it better.</p> <p>14 For example, specifying how many staff</p> <p>15 members we have here at different times of the</p> <p>16 year, rather than just saying we need this</p> <p>17 many cuts, you know, that sort of thing, so --</p> <p>18 MR. CHESNEY: I mean, I don't disagree</p> <p>19 with you. Our experience has been the more</p> <p>20 you add to it, the higher the potential costs.</p> <p>21 So it's a difficult trade-off. We can</p> <p>22 probably get better. It's just we have to go</p> <p>23 into it with our eyes open, that there is a,</p> <p>24 you know, potential cost increase by changing</p> <p>25 the strategy that we currently have, so --</p> | <p style="text-align: right;">Agenda Page 71<br/>Page 59</p> <p>1 MR. MENDENHALL: Yeah. Absolutely.</p> <p>2 CHAIRMAN MILLS: If they score -- what</p> <p>3 is it now? -- 87. Right? I think. Is that</p> <p>4 right?</p> <p>5 MR. MAYS: Yes.</p> <p>6 CHAIRMAN MILLS: If they score below 87,</p> <p>7 they lose 25 percent.</p> <p>8 MR. MENDENHALL: Right.</p> <p>9 CHAIRMAN MILLS: So maybe 87 to -- I</p> <p>10 don't know what the numbers would be, but --</p> <p>11 MR. MENDENHALL: Right.</p> <p>12 CHAIRMAN MILLS: -- 87 to 90 is one</p> <p>13 bucket. If they score 90 to 92, it's a lesser</p> <p>14 -- you know, something like that.</p> <p>15 MR. MENDENHALL: And my only reason for</p> <p>16 giving my example was to just give you the</p> <p>17 example that, yeah, there probably is some</p> <p>18 flexibility that has been done at times,</p> <p>19 because, you know, we did it as well.</p> <p>20 You know, I've had different boards</p> <p>21 where there have been failures, and they've</p> <p>22 come in and appealed to the board, and in</p> <p>23 certain cases, because of -- you know, even</p> <p>24 just using your example -- maybe it's a first</p> <p>25 time where the score is this, and the board</p>                         |
| <p style="text-align: right;">Page 58</p> <p>1 CHAIRMAN MILLS: Do we have the</p> <p>2 flexibility to change the penalty? 25 percent</p> <p>3 is a big number. Right?</p> <p>4 MR. MENDENHALL: I can tell you, at</p> <p>5 least in my experience, I have a district</p> <p>6 that I was chair for a number of years, and we</p> <p>7 didn't change the penalty, but we found that</p> <p>8 it was unsuccessful in getting our</p> <p>9 particular landscaper in line.</p> <p>10 There were some -- some of the issues I</p> <p>11 talked about, the pricing -- or the amount</p> <p>12 that they were bringing in and making made it</p> <p>13 difficult. So what we wound up doing -- and</p> <p>14 this is kind of like changing the penalty --</p> <p>15 we took away the performance, the penalty, the</p> <p>16 performance payment, so that there was still</p> <p>17 the review.</p> <p>18 And we looked at it as more as of kind</p> <p>19 of OLM giving advisement to the landscaper, as</p> <p>20 well as giving advisement to the board, and</p> <p>21 not looking at it as more of a, you know,</p> <p>22 stick method. And it worked with pretty</p> <p>23 good success.</p> <p>24 CHAIRMAN MILLS: Well, what I'm thinking</p> <p>25 about is maybe a step-up process. Right?</p>   | <p style="text-align: right;">Page 60</p> <p>1 will say, "Well, we're not going to withhold</p> <p>2 the whole amount. We're going to withhold a</p> <p>3 certain percentage," much like what you're</p> <p>4 saying.</p> <p>5 So you might have that opportunity</p> <p>6 already because ultimately you guys are the</p> <p>7 decision makers, so if they fail, certainly</p> <p>8 you have the ability to withhold the whole</p> <p>9 amount, but at the same time, you know, you</p> <p>10 certainly can have the landscaper come and</p> <p>11 talk to you, and you can say, "Well, yeah, you</p> <p>12 know, you just barely failed, so we want</p> <p>13 things to get fixed, so we're only going to</p> <p>14 withhold, you know, a smaller amount.</p> <p>15 CHAIRMAN MILLS: Yeah. I would support</p> <p>16 a three-month hit of some kind. Right? If</p> <p>17 they fail one line item three times in a row,</p> <p>18 maybe that's a ten percent hit.</p> <p>19 MR. MENDENHALL: Sure.</p> <p>20 CHAIRMAN MILLS: I don't know.</p> <p>21 MR. MENDENHALL: You could figure out</p> <p>22 something that works best, yeah. I mean,</p> <p>23 whatever gets you results really.</p> <p>24 Mr. Ross. I'm sorry.</p> <p>25 MR. ROSS: The reason I presented the</p> |

| Page 61   | Agenda Page 72<br>Page 63   |
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| <p>1 issue the way I did is, my advocacy is, let's</p> <p>2 separate the establishment of our</p> <p>3 specifications from the inspection process.</p> <p>4 I think we shouldn't allow one to muddy</p> <p>5 the other, if you will. The inspection</p> <p>6 process, and the reason why it's challenging</p> <p>7 is, it's not as clear. Is it an OLM</p> <p>8 inspection issue, or is it a Davey performance</p> <p>9 issue?</p> <p>10 And so they are kind of joined at the</p> <p>11 hip, to some degree, under this inspection</p> <p>12 payment performance system. I'm advocating</p> <p>13 take out that issue. It should have nothing</p> <p>14 to do what are our specifications.</p> <p>15 And, frankly, I think, for the most part</p> <p>16 when people drive through Westchase, they say</p> <p>17 the community looks nice. I even hear</p> <p>18 sometimes it looks beautiful. So I don't</p> <p>19 think OLM has missed the mark substantially on</p> <p>20 setting the specs.</p> <p>21 I would be receptive if we need a fresh</p> <p>22 set of eyes, my own opinion would be, go with</p> <p>23 Neale. That would be my suggestion. But I</p> <p>24 think we need to separate the two. And then</p> <p>25 if we want to continue on or modify the OLM</p> | <p>1 because we didn't elect to renew or engage in a</p> <p>2 new contract for them to performance an</p> <p>3 inspection service, I feel like we would be</p> <p>4 able to find a capable substitute for that.</p> <p>5 I am not saying there would be</p> <p>6 challenges in doing that, but I almost feel</p> <p>7 like we'd be held hostage, and that almost</p> <p>8 makes -- re-doubles my concern.</p> <p>9 How did we get into this box where</p> <p>10 they're tying the two issues together?</p> <p>11 CHAIRMAN MILLS: Yeah. Well, that's --</p> <p>12 MR. ROSS: They use the spec process</p> <p>13 (inaudible) on the inspection part.</p> <p>14 CHAIRMAN MILLS: Would it be appropriate</p> <p>15 to have OLM invited to our next workshop to</p> <p>16 start this conversation?</p> <p>17 MR. MENDENHALL: I think that would be a</p> <p>18 great idea and --</p> <p>19 CHAIRMAN MILLS: See where we go from</p> <p>20 there and determine what, if anything, that we</p> <p>21 have to do next.</p> <p>22 MR. CHESNEY: What time window, though?</p> <p>23 So, I mean, I would suggest that potentially</p> <p>24 we invite other vendors if there's a thought</p> <p>25 that we might utilize another vendor.</p> |
| Page 62   | Page 64   |
| <p>1 inspection payment performance system, we can</p> <p>2 talk about it.</p> <p>3 If we want to drop it and have another</p> <p>4 inspector, we can do that. That's really</p> <p>5 where I was coming from is separate the two</p> <p>6 and really set the ground without muddying the</p> <p>7 two functions, if you will.</p> <p>8 CHAIRMAN MILLS: So the last time we</p> <p>9 went through this was before my time. But am</p> <p>10 I correct in understanding that OLM will do</p> <p>11 the contract specs if they are also the</p> <p>12 inspector?</p> <p>13 MR. MENDENHALL: We haven't gone to them</p> <p>14 with that specific question. The last time it</p> <p>15 was a given, at least at the time, that they</p> <p>16 would be doing both, so we haven't approached</p> <p>17 them with that question.</p> <p>18 CHAIRMAN MILLS: Okay.</p> <p>19 MR. CHESNEY: They might say no.</p> <p>20 CHAIRMAN MILLS: Which creates a whole</p> <p>21 different set of challenges, but still ones</p> <p>22 that need to be addressed.</p> <p>23 MR. ROSS: And I would actually</p> <p>24 respectfully say they're solvable challenges.</p> <p>25 If a vendor says they're unhappy with us</p>   | <p>1 CHAIRMAN MILLS: Okay. What do you</p> <p>2 recommend?</p> <p>3 MR. CHESNEY: Well, I mean, it's been a</p> <p>4 while since we've done this, so I don't know.</p> <p>5 Do you have any CDDs that use -- I know some</p> <p>6 do it themselves.</p> <p>7 MR. MENDENHALL: Yeah. I mean, so a</p> <p>8 landscaping consultant or architect, you might</p> <p>9 have -- somebody suggested Neale -- if you're</p> <p>10 looking for somebody that does something like</p> <p>11 OLM does with the grading, there is really</p> <p>12 only two firms that I'm aware of.</p> <p>13 There is one called PSA, and there's one</p> <p>14 called -- I'm drawing a blank. I can, of</p> <p>15 course, send you details on them. It is</p> <p>16 slightly different than obviously what OLM</p> <p>17 does. Each of them have their own thing.</p> <p>18 MR. ROSS: To be clear, I'm not looking</p> <p>19 for an alternative inspector. I'm suggesting</p> <p>20 -- that's a conversation for another day.</p> <p>21 MR. MENDENHALL: Okay. Sure.</p> <p>22 MR. ROSS: I'm saying, let's focus</p> <p>23 on --</p> <p>24 MR. MENDENHALL: Just on the specs?</p> <p>25 MR. ROSS: -- we need somebody to give</p>                             |



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| <p style="text-align: right;">Page 65</p> <p>1 us the specs that we is clean, it's not any<br/> 2 other legal concept, and we set that up.<br/> 3 MR. MENDENHALL: Sure. Yeah. I mean,<br/> 4 it really comes down to, do you want two<br/> 5 people, three people? And I can get you names<br/> 6 of folks that have been used in other<br/> 7 districts and --<br/> 8 MR. CHESNEY: We have a set of specs. I<br/> 9 mean, we're talking about modifying the set of<br/> 10 specs. I don't know that Neale would be an<br/> 11 appropriate person to do that. He knows the<br/> 12 property well.<br/> 13 MR. MENDENHALL: I think Neale would be<br/> 14 a great choice, to be honest with you.<br/> 15 MS. GRIFFITH: I would agree with that.<br/> 16 MR. CHESNEY: Okay. So --<br/> 17 CHAIRMAN MILLS: Should we work on this<br/> 18 at the next workshop and/or with Neale or<br/> 19 amongst ourselves and present it? What do you<br/> 20 think? Time line-wise --<br/> 21 MR. CHESNEY: I don't know -- I think<br/> 22 you need to have a consultant in place<br/> 23 realistically October, so September -- I mean,<br/> 24 by, would you say, April?<br/> 25 MR. MENDENHALL: Yeah. Yeah,</p> | <p style="text-align: right;">Agenda Page 73<br/>Page 67</p> <p>1 you at the workshop. Okay. And I'll also get<br/> 2 you some names of the other folks.<br/> 3 Do you want any of them to attend the<br/> 4 workshop, or do you just want their info at<br/> 5 this point?<br/> 6 MR. CHESNEY: No. I think it's our<br/> 7 suggestion that they attend the workshop. Why<br/> 8 not?<br/> 9 MR. MENDENHALL: Okay.<br/> 10 MS. GRIFFITH: And we'll provide you our<br/> 11 feedback, our input, I should say.<br/> 12 MR. MENDENHALL: Do you want one or two<br/> 13 others, Neale? What do you think?<br/> 14 MR. CHESNEY: Well, Neale is really kind<br/> 15 of our consultant. Neale is not going to<br/> 16 monitor our landscaping throughout.<br/> 17 MR. MENDENHALL: Correct.<br/> 18 MR. CHESNEY: So, I mean, yeah, as many<br/> 19 others that would be interested in providing<br/> 20 ongoing consulting services.<br/> 21 MR. MENDENHALL: I'm happy to get the<br/> 22 others I said in the industry. And do you<br/> 23 also want OLM to attend that workshop?<br/> 24 MR. CHESNEY: Why not?<br/> 25 MR. MENDENHALL: Okay.</p> |
| <p style="text-align: right;">Page 66</p> <p>1 realistically.<br/> 2 MR. CHESNEY: You should have who you're<br/> 3 going to utilize to do work on the bid<br/> 4 process.<br/> 5 MR. MENDENHALL: And that's -- that's --<br/> 6 MR. CHESNEY: You only have two months,<br/> 7 really. So I would kind of do both. I would<br/> 8 have us, like, I think as Brian suggested at<br/> 9 the workshop, that we send out our thoughts on<br/> 10 the specifications -- I know Doug has some --<br/> 11 provide the document to Neale, and then have<br/> 12 him bring it back to the workshop.<br/> 13 And I also suggest that -- I say we talk<br/> 14 to these, PSA and some of these other firms,<br/> 15 and just have a conversation with them and<br/> 16 see --<br/> 17 MS. GRIFFITH: I agree.<br/> 18 MR. LEWIS: I like that idea.<br/> 19 MR. ROSS: I have no objection to doing<br/> 20 that. No objection.<br/> 21 MR. MENDENHALL: So just so I'm clear,<br/> 22 we are going to have Neale take a look at the<br/> 23 specs and --<br/> 24 CHAIRMAN MILLS: Join us at the workshop.<br/> 25 MR. MENDENHALL: -- join us at -- join</p>  | <p style="text-align: right;">Page 68</p> <p>1 MR. CHESNEY: I mean, there is obviously<br/> 2 some dissatisfaction with OLM, so, I mean --<br/> 3 MR. MENDENHALL: Well I'll get you that<br/> 4 information. I'll round them up as well. And<br/> 5 we'll put it on the agenda for your next<br/> 6 workshop. Okay. Easy enough.<br/> 7 Anything else on that particular topic?<br/> 8 (No response.)<br/> 9 MR. MENDENHALL: All right. The next<br/> 10 one is much easier, Item B, request for<br/> 11 district chairman to resume chairing the board<br/> 12 meeting.<br/> 13 So this was a request. And I'm fine<br/> 14 with whatever the board is happy with. So<br/> 15 I'll look to you for -- yes, sir.<br/> 16 MR. ROSS: So move.<br/> 17 MR. CHESNEY: Second.<br/> 18 CHAIRMAN MILLS: All right. Any<br/> 19 discussion?<br/> 20 (No response.)<br/> 21 MR. MENDENHALL: All in favor.<br/> 22 (All board members signify in the<br/> 23 affirmative.)<br/> 24 (Motion passes.)<br/> 25 CHAIRMAN MILLS: Okay. You can go ahead</p>  |

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| <p style="text-align: right;">Page 69</p> <p>1 and chair.</p> <p>2 CHAIRMAN MILLS: Great. Good timing as</p> <p>3 we segue into our time certain.</p> <p>4 MR. CHESNEY: Yeah, I have one question</p> <p>5 for the manager, though.</p> <p>6 CHAIRMAN MILLS: Okay.</p> <p>7 MR. CHESNEY: Sonny and I discussed the</p> <p>8 West Park Village signs. If you could set up</p> <p>9 a call between me, you and Alan.</p> <p>10 MR. MENDENHALL: Okay.</p> <p>11 MR. CHESNEY: I'll send you an agenda.</p> <p>12 MR. MENDENHALL: Yes.</p> <p>13 MR. CHESNEY: Or did you already figure</p> <p>14 it out?</p> <p>15 MS. WHYTE: I've got some numbers. I've</p> <p>16 requested our accountant to give me the final</p> <p>17 numbers. I have not seen an email from her.</p> <p>18 If I don't -- the first thing in the morning</p> <p>19 I'll give her a call.</p> <p>20 MR. CHESNEY: Why don't you just put on</p> <p>21 your agenda that between now and the next</p> <p>22 meeting that we work on the signs for West</p> <p>23 Park Village?</p> <p>24 MR. MENDENHALL: Okay.</p> <p>25 MS. WHYTE: Thank you.</p>  | <p style="text-align: right;">Agenda Page 74<br/>Page 71</p> <p>1 I've had corporate memberships, private</p> <p>2 memberships. Currently I'm an unlimited</p> <p>3 member. I do not live on the golf course. I</p> <p>4 think in the discussion about whether we</p> <p>5 should or shouldn't own it is almost</p> <p>6 irrelevant to me.</p> <p>7 The golf course is an amenity to the</p> <p>8 community. It probably far exceeds the</p> <p>9 interest of whether you live on it or not, in</p> <p>10 my opinion; but when you talk about the course</p> <p>11 going away or something along those lines,</p> <p>12 maybe that would change.</p> <p>13 I also wrote a pretty lengthy discussion</p> <p>14 about some of the things associated with a</p> <p>15 potential sale in the WOW. I had a lot of</p> <p>16 residents come up to me and send me notes</p> <p>17 since then.</p> <p>18 Based on a lot research about the</p> <p>19 purchase of this golf course and any others,</p> <p>20 look at it as a business interest beyond just</p> <p>21 personal. One of the general questions was,</p> <p>22 you know, is it a good idea or not?</p> <p>23 And my answer was, kind of depends on</p> <p>24 the details. There was a lot focused on the</p> <p>25 value because of the discussion with the owner</p> |
| <p style="text-align: right;">Page 70</p> <p>1 MR. MENDENHALL: No problem.</p> <p>2 CHAIRMAN MILLS: That's fine. Okay. So</p> <p>3 5:00 hour is upon us, and so it's time for us</p> <p>4 to move into the discussion of the golf</p> <p>5 course. And before the board gets into what is</p> <p>6 a fairly lengthy agenda item that has been</p> <p>7 provided for us to review, at this point, it</p> <p>8 would be appropriate for us to ask the</p> <p>9 residents that have signed in to speak on this.</p> <p>10 If there is anyone that has come in late and</p> <p>11 did not sign in and wishes to speak, please let</p> <p>12 us know. If not, we'll proceed through.</p> <p>13 Again, three minutes. Andy, you going</p> <p>14 to be the timekeeper?</p> <p>15 MR. MENDENHALL: I'll time-keep.</p> <p>16 CHAIRMAN MILLS: Again, if you would,</p> <p>17 come to the podium when your name is called,</p> <p>18 state your name and address clearly for our</p> <p>19 court reporter, and we will proceed</p> <p>20 accordingly.</p> <p>21 First up is Reginald Gillis.</p> <p>22 MR. GILLIS: I go by Reggie Gillis. I</p> <p>23 live at 11806 Marblehead drive, Harbor Links</p> <p>24 in The Estates.</p> <p>25 I'm a frequent user of the golf course.</p> | <p style="text-align: right;">Page 72</p> <p>1 previously.</p> <p>2 My opinion has changed over time. I</p> <p>3 think if there is any one entity that the</p> <p>4 value has less concern is that that would be</p> <p>5 if the community were to own it. Particularly</p> <p>6 over time.</p> <p>7 My biggest recommendation to the board,</p> <p>8 whether it be a private or a public course, is</p> <p>9 that usually you have some type of advisory</p> <p>10 board to have some type of say as far as the</p> <p>11 community, whether it's to be a collective</p> <p>12 board or not.</p> <p>13 Certainly, if were purchased, it could</p> <p>14 possibly serve as a buffer and advisory to the</p> <p>15 board itself and not have it in the daily</p> <p>16 management of the golf course. But I think</p> <p>17 even more so, in the process of the sale.</p> <p>18 As you go through your due diligence in</p> <p>19 looking at it, there are a lot of things that</p> <p>20 do not show up on spreadsheets about why</p> <p>21 things may have been -- they're not --</p> <p>22 condition of the golf course, management, et</p> <p>23 cetera. And there are many residents that</p> <p>24 have spent a lot of time and effort, and, you</p> <p>25 know, I'm not unique in spending thousands of</p>        |

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| <p style="text-align: right;">Page 73</p> <p>1 dollars a year.</p> <p>2 But having a history of it, I personally</p> <p>3 have been playing there for about 15 years,</p> <p>4 and I've been a resident about nine years. So</p> <p>5 subject to that, those are my general</p> <p>6 comments.</p> <p>7 But my bigger concern is that there be</p> <p>8 some type of buffer, some type of advisory</p> <p>9 from the community to ensure that there be</p> <p>10 some type of long-term look. The sale --</p> <p>11 MR. MENDENHALL: About 20 seconds.</p> <p>12 MR. GILLIS: -- the sale, for example,</p> <p>13 may be just looking at the initial cost, but</p> <p>14 there may be a lot of things to look at; for</p> <p>15 example, the clubhouse and what you may or may</p> <p>16 not want to do with it long term.</p> <p>17 CHAIRMAN MILLS: Thank you, sir.</p> <p>18 Doug, can we move the podium over here,</p> <p>19 so we angle it, so people can hear better in</p> <p>20 the back?</p> <p>21 MR. MAYS: Yes.</p> <p>22 CHAIRMAN MILLS: Dave Anderson. If you</p> <p>23 can speak up.</p> <p>24 MR. ANDERSON: Dave Anderson, 12111</p> <p>25 Glenclyff Circle. I was active in the</p>  | <p style="text-align: right;">Agenda Page 75<br/>Page 75</p> <p>1 it was 15 years ago for another 92 cents a</p> <p>2 week. That's 1.84. I'm too old and frail and</p> <p>3 dumb to play golf anymore. Kind of quit about</p> <p>4 three years ago for health problems.</p> <p>5 But I think having a golf course here is</p> <p>6 part of what makes Westchase Westchase. I</p> <p>7 think it's really important.</p> <p>8 I would add one more thing. If we do</p> <p>9 have to subsidize the course for something, I</p> <p>10 think it would be fair that people with homes</p> <p>11 on the course, that includes me, to pay a</p> <p>12 little bit more. Maybe instead of two bucks a</p> <p>13 week, we each chip in, you know, five bucks a</p> <p>14 week for the golf course or something like</p> <p>15 that.</p> <p>16 I think it can be done. Thank you.</p> <p>17 CHAIRMAN MILLS: Thank you, sir.</p> <p>18 Suzanne Buchanan.</p> <p>19 MS. BUCHANAN: Hi. I was under the</p> <p>20 impression that it was going to be -- I put my</p> <p>21 name down in case I had questions. So at this</p> <p>22 point, I don't have any questions, so I will</p> <p>23 bow out for the time being, if that's okay.</p> <p>24 CHAIRMAN MILLS: That's fine. 10429</p> <p>25 Greenhedges.</p> |
| <p style="text-align: right;">Page 74</p> <p>1 organization. Before an HOA was formed, we</p> <p>2 made an attempt to buy the golf course once</p> <p>3 they were releasing everything to you guys and</p> <p>4 were going to sell the golf course. They told</p> <p>5 us they would not entertain an offer from the</p> <p>6 residents.</p> <p>7 We said, "No matter how high it is?"</p> <p>8 And they said, "No, we will not" -- and</p> <p>9 so we sort of anticipated this problem. So</p> <p>10 here we are, that many years later. This was</p> <p>11 done in 1998. You may remember that.</p> <p>12 I would just point out that if this golf</p> <p>13 course goes down the tubes or continues going</p> <p>14 down the tubes, it's going to impact our homes</p> <p>15 a lot. If it goes away, we're all going to be</p> <p>16 out 15 to 25 percent of our home value.</p> <p>17 They said the course is losing tens of</p> <p>18 thousands of dollars a year now. Let's take</p> <p>19 one of the worst-case scenarios. Let's say</p> <p>20 it's losing \$100,000 a year.</p> <p>21 The math says that we can meet that by</p> <p>22 92 cents per home per week. Now, I'm a really</p> <p>23 wealthy guy, so I've got the 92 cents. We</p> <p>24 could find another hundred thousand to improve</p> <p>25 the course and start moving it back to where</p> | <p style="text-align: right;">Page 76</p> <p>1 THE REPORTER: Thank you.</p> <p>2 CHAIRMAN MILLS: Ross Johnson.</p> <p>3 (No response.)</p> <p>4 CHAIRMAN MILLS: No. Thank you. How</p> <p>5 about Scott Heydt. I hope I didn't do too</p> <p>6 bad on that.</p> <p>7 MR. HEYDT: I'll be quick too because</p> <p>8 I want to hear some of the other comments.</p> <p>9 I'm Scott Heydt, 12013 Marblehead Drive.</p> <p>10 I'm not on the golf course, but on this</p> <p>11 street. I agree with the comments that</p> <p>12 concern about property value.</p> <p>13 One thing that should be considered --</p> <p>14 I'm actually for very much the course</p> <p>15 remaining. I'm hoping we do -- whatever group</p> <p>16 takes ownership, whether it's this group,</p> <p>17 Westchase community or privately, that</p> <p>18 everything is re-assessed about the property</p> <p>19 overall, is it being used wisely, because</p> <p>20 perhaps there could be a well-maintained golf</p> <p>21 course and maybe also some additional benefits</p> <p>22 that are for the greater of the community.</p> <p>23 I don't want to be too political because</p> <p>24 we live in Harbor Links where it might be</p> <p>25 about us, I want to see that there's definitely</p>                |

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| <p style="text-align: right;">Page 77</p> <p>1 benefits to others, but the golf course, it</p> <p>2 going away, would definitely harm long-term</p> <p>3 values to our houses, so thank you.</p> <p>4 CHAIRMAN MILLS: Thank you, sir.</p> <p>5 Ray Chiaramonte. You still live here?</p> <p>6 (Laughter)</p> <p>7 MR. CHIARAMONTE: 10313 Marchmont Court</p> <p>8 in Village Green. I have never played golf</p> <p>9 since I was in sixth grade, so I don't really</p> <p>10 care about golf, but I care about the ownership</p> <p>11 of the golf course.</p> <p>12 And I think if there is any chance you</p> <p>13 can get control of that, you should absolutely</p> <p>14 exercise it. From a public regulator's</p> <p>15 perspective, I watched what happened with</p> <p>16 Carrollwood Village a number of years ago.</p> <p>17 That came out okay.</p> <p>18 What is going on now with Walden Lake in</p> <p>19 Plant City is a disaster. The building is</p> <p>20 falling apart. The golf course is totally</p> <p>21 unmaintained. It's caused problems with</p> <p>22 people selling their homes. The developer</p> <p>23 tries over and over again to change the land</p> <p>24 lease on it to build apartments on it or</p> <p>25 whatever, looking for the right mix so he can</p> | <p style="text-align: right;">Agenda Page 78<br/>Page 79</p> <p>1 for a quote to run the golf course, we don't</p> <p>2 run the golf course -- right? The board</p> <p>3 wouldn't run the golf course. Right?</p> <p>4 CHAIRMAN MILLS: Correct.</p> <p>5 MR. O'BRIEN: So do you have to take the</p> <p>6 lowest price if there is a bid process?</p> <p>7 MR. CHESNEY: Not for those -- I would</p> <p>8 consider that professional services -- would</p> <p>9 you concur? -- golf course management.</p> <p>10 MS. McCORMICK: Yes. Yes, it would not</p> <p>11 be --</p> <p>12 MR. O'BRIEN: I think it's extremely</p> <p>13 important that there is, you know, the best --</p> <p>14 the most qualified candidate you get, not</p> <p>15 necessarily -- because you could leave, you</p> <p>16 know, the best person or the best group to</p> <p>17 manage it on the sideline and not hire them,</p> <p>18 and I would not like to see that happen.</p> <p>19 So I think that the drafting of a</p> <p>20 request for proposal to each of the vendors,</p> <p>21 whoever is -- I also feel strongly that if you</p> <p>22 can do it, it's much better to have management</p> <p>23 -- directly set up the thing and get</p> <p>24 management team in place and let it be run by</p> <p>25 that management team and don't be involving,</p>        |
| <p style="text-align: right;">Page 78</p> <p>1 get the elected officials for free.</p> <p>2 So, to me, this is about the community</p> <p>3 controlling its destiny. And I really do</p> <p>4 think that any way and I think if anybody has</p> <p>5 any sense they would be willing to pay more to</p> <p>6 support this to make it a high-quality amenity</p> <p>7 for the benefit for the overall community.</p> <p>8 CHAIRMAN MILLS: Thank you, sir.</p> <p>9 Is there anyone that did not sign up</p> <p>10 that would like to address the board on this</p> <p>11 issue?</p> <p>12 Mr. O'Brien, come on up. Please state</p> <p>13 your name and address for the record.</p> <p>14 MR. O'BRIEN: My name is Patrick</p> <p>15 O'Brien, and my address is 12308 Glenclyff</p> <p>16 Avenue. And, I guess, I have three points</p> <p>17 really.</p> <p>18 One is that if -- I believe that, you</p> <p>19 know, we should try and acquire ownership of</p> <p>20 the golf course to manage it, but I think that</p> <p>21 the process that we use is important.</p> <p>22 And one question I have for the CDD</p> <p>23 board is that if, say, you get into a big</p> <p>24 process, whether it's with three different</p> <p>25 golf management companies that you're looking</p>               | <p style="text-align: right;">Page 80</p> <p>1 you know, another golf course management</p> <p>2 company, because they're going to make profit,</p> <p>3 and we lose that profit in Westchase.</p> <p>4 So the question then would be to hire a</p> <p>5 good general manager or a good pro, a good</p> <p>6 person running the operation of the catering</p> <p>7 and all of that, so that's one point.</p> <p>8 The second point is quality, and I</p> <p>9 mentioned this a little bit. I was talking at</p> <p>10 a meeting yesterday evening as well, and I'm</p> <p>11 just saying it because there is community</p> <p>12 here, but I think the quality of the golf</p> <p>13 course has improved a lot the recent months,</p> <p>14 but it needs to be improved a lot more.</p> <p>15 And the problem with making money with</p> <p>16 the golf course, which is the next point I'm</p> <p>17 going to talk about, is going to have a lot to</p> <p>18 do with how easy it is to play through the</p> <p>19 course.</p> <p>20 It is an extremely difficult course. I</p> <p>21 said it yesterday and I'll say it again, the</p> <p>22 25 percent of the golfers that play that</p> <p>23 course stay away because it's so difficult.</p> <p>24 It's very frustrating to play the course.</p> <p>25 Why should it be frustrating? We need</p> |

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| <p style="text-align: right;">Page 81</p> <p>1 to have an open mind, and we need to ask</p> <p>2 people to look at the course and see how can</p> <p>3 it be made not easier --</p> <p>4 MR. MENDENHALL: 30 seconds.</p> <p>5 MR. O'BRIEN: -- pardon?</p> <p>6 MR. MENDENHALL: 30 seconds.</p> <p>7 MR. O'BRIEN: 30 seconds. So that's</p> <p>8 important. And there's lots of things to do</p> <p>9 to make it easier, and people will through and</p> <p>10 pass quicker through the course, and more</p> <p>11 passing through are going to make more money.</p> <p>12 And then, finally, I think it's</p> <p>13 important to do some kind of analysis of how</p> <p>14 many rounds of golf. And I threw out at the</p> <p>15 meeting yesterday 50,000 rounds of golf,</p> <p>16 charging \$40 per round, would bring \$2,000,000</p> <p>17 in. And that's made of revenue from the bar</p> <p>18 and also revenue from people charging. And</p> <p>19 you have to vary the prices. So I think this</p> <p>20 is doable.</p> <p>21 But the most important thing is, who is</p> <p>22 going to be running the course, and can they</p> <p>23 make money? We don't want to be subsidizing</p> <p>24 forever the course. Thank you.</p> <p>25 CHAIRMAN MILLS: Thank you.</p> | <p style="text-align: right;">Agenda Page 77<br/>Page 83</p> <p>1 the course, and then we also -- he was willing</p> <p>2 to provide us with a copy of the purchase</p> <p>3 and sale agreement that was used at the time</p> <p>4 that that purchase of the golf course occurred.</p> <p>5 I've also, in working with Andy, looked</p> <p>6 at some other purchase and sale agreements</p> <p>7 that were used by another community</p> <p>8 development district that had acquired a golf</p> <p>9 course. And I had some other documents too.</p> <p>10 So I just prepared sort of a draft of</p> <p>11 essentially not the purchase and sale</p> <p>12 agreement, the terms that would go into a</p> <p>13 purchase and sale agreement, because I</p> <p>14 thought, based on the discussion that we had</p> <p>15 at last month's meeting, the direction that</p> <p>16 the board was moving is, is they were more</p> <p>17 inclined to just go straight into doing a</p> <p>18 purchase and sale agreement as opposed to</p> <p>19 doing a non-binding letter of intent, to go</p> <p>20 that way, which then we would work with</p> <p>21 (inaudible) and then come up with a purchase</p> <p>22 and sale agreement.</p> <p>23 So that's why I provided this draft of</p> <p>24 terms of the sale and purchase agreement, and</p> <p>25 it's got some blanks in it that would be</p> |
| <p style="text-align: right;">Page 82</p> <p>1 Anyone else?</p> <p>2 (No response.)</p> <p>3 CHAIRMAN MILLS: Okay. So at this</p> <p>4 point, it's appropriate for us to dive into</p> <p>5 the items on the agenda under this topic.</p> <p>6 The first one is to consider the</p> <p>7 proposed terms/golf course purchase and sale</p> <p>8 agreement, and authorize counsel to prepare a</p> <p>9 final purchase and sale agreement based on</p> <p>10 proposed terms, and consultation with</p> <p>11 board-appointed designee. Final agreement to</p> <p>12 be executed by the chair.</p> <p>13 Now I know why I got the chair back.</p> <p>14 I'm either going to be a hero or have to sell</p> <p>15 my house and get out of here.</p> <p>16 So who would like to begin? Erin, you</p> <p>17 want to kind of start?</p> <p>18 MS. McCORMICK: Well, sure. Since the</p> <p>19 last month's meeting that we had, we have</p> <p>20 gotten some of the documents from the current</p> <p>21 owner of the golf course. We got surveys of</p> <p>22 the golf course property. We got the title</p> <p>23 insurance commitment that was provided by</p> <p>24 Chicago Title Insurance at the time that that</p> <p>25 corporation, Standard Corporation, (inaudible)</p>   | <p style="text-align: right;">Page 84</p> <p>1 filled in, but obviously the owner of the golf</p> <p>2 course has not seen anything at this point</p> <p>3 because the board hasn't provided anything, so</p> <p>4 --</p> <p>5 CHAIRMAN MILLS: Okay. Mr. Chesney.</p> <p>6 MR. CHESNEY: So -- okay. Whatever</p> <p>7 internet here is a little slow. I'm just</p> <p>8 trying to get my agenda to come up.</p> <p>9 Can I just look at the agreement?</p> <p>10 MS. McCORMICK: There's that, and then</p> <p>11 the second page of it.</p> <p>12 MR. CHESNEY: Okay. Thank you.</p> <p>13 So my thoughts on this are -- I mean,</p> <p>14 for two months, this has kind of been out</p> <p>15 there.</p> <p>16 I have actually received no negative</p> <p>17 feedback about exploring the purchase of this</p> <p>18 this golf course, which I'll be frank, very</p> <p>19 surprising to me.</p> <p>20 So I would suggest that we go ahead and</p> <p>21 propose moving forward with this. And I say</p> <p>22 we kind of split some of this stuff up. And</p> <p>23 I'm looking at you, because I suggest the</p> <p>24 legal part of it, that you can take. So it</p> <p>25 would be appropriate if you made the motion</p>   |

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| <p style="text-align: right;">Page 85</p> <p>1 then.</p> <p>2 CHAIRMAN MILLS: Mr. Ross.</p> <p>3 MR. ROSS: I appreciate the vote of</p> <p>4 confidence. In all seriousness, Mr. Chesney,</p> <p>5 thank you for all the efforts you put in this,</p> <p>6 the meetings, the work, the review of</p> <p>7 documents, et cetera. You really have done a</p> <p>8 great service to the community, and I don't</p> <p>9 know if we could fully appreciate what efforts</p> <p>10 you put into it.</p> <p>11 And it's because of your efforts that I</p> <p>12 happen to agree with you, I support us moving</p> <p>13 forward. I think that my own processes,</p> <p>14 thought processes, have evolved as we've been</p> <p>15 talking.</p> <p>16 Originally, I was of the mindset we</p> <p>17 should go immediately to a contract. I think</p> <p>18 counsel's choice to go to a term sheet</p> <p>19 initially just to help us crystalize and focus</p> <p>20 on some points is a good move. I think we</p> <p>21 probably all have our individual comments on</p> <p>22 the term sheet, one item or another, but I</p> <p>23 don't think we should use this meeting to get</p> <p>24 bogged down into the weeds.</p> <p>25 There is a couple of important points</p> | <p style="text-align: right;">Agenda Page 78<br/>Page 87</p> <p>1 MR. CHESNEY: So the price that, you</p> <p>2 know, was communicated in the WOW is</p> <p>3 \$4,000,000. I would be happy to answer any</p> <p>4 questions. I think, you know, without giving</p> <p>5 out too much detail, the price -- the price to</p> <p>6 us, as I said, to the community, makes the</p> <p>7 golf course more valuable to us than it is to</p> <p>8 an individual operator.</p> <p>9 So the price also is -- you know, it is</p> <p>10 what he is asking for. He is in a financial</p> <p>11 position where, I mean, he is not a golf</p> <p>12 course owner/operator. He is a private</p> <p>13 individual that owns a golf course.</p> <p>14 So, you know, from a strategic</p> <p>15 standpoint, you can second-guess it, but he --</p> <p>16 you know, he doesn't need to sell it now. He</p> <p>17 might think it, you know, gets better.</p> <p>18 I also think, from looking at the</p> <p>19 financials, I'm not entirely sure -- I've</p> <p>20 never gotten a good answer on how much we're</p> <p>21 allowed to provide from the financial</p> <p>22 information, but -- and that's something we'll</p> <p>23 need to discuss in this process.</p> <p>24 But looking at it, I mean, there is a</p> <p>25 lot of room for growth. If anyone has gone</p> |
| <p style="text-align: right;">Page 86</p> <p>1 that need to be addressed in this meeting.</p> <p>2 One, the period of due diligence, and you all</p> <p>3 have heard me say I think we should ask for</p> <p>4 six months, and given the constraints of how</p> <p>5 we do business, while that would be very</p> <p>6 atypical, I think it justifies asking for six</p> <p>7 months.</p> <p>8 And then the other thing is on the</p> <p>9 price. I really have to defer back to</p> <p>10 Mr. Chesney on his discussions with the</p> <p>11 seller.</p> <p>12 But with that being the case, I'm happy</p> <p>13 to make a motion that we proceed with making a</p> <p>14 proposal to the seller, to the owner, to</p> <p>15 purchase the golf course, provided it's got</p> <p>16 the sixth-month due diligence, and each</p> <p>17 supervisor has a, say, 24- or 48-hour period</p> <p>18 to provide comments to counsel with regard to</p> <p>19 the term sheet and move forward with however</p> <p>20 she recommends, whether it's with a letter of</p> <p>21 intent or whether it's just providing a draft</p> <p>22 of the contract.</p> <p>23 MR. CHESNEY: I'll second that.</p> <p>24 CHAIRMAN MILLS: Okay. Do you want to</p> <p>25 address the price?</p>   | <p style="text-align: right;">Page 88</p> <p>1 and played golf there lately -- I haven't</p> <p>2 played there in years, and I went out there,</p> <p>3 and, I mean, it's -- it's -- it can be empty</p> <p>4 at times.</p> <p>5 I think with the support of the</p> <p>6 community I think there is potential there. I</p> <p>7 think the owner thinks that as well, but I</p> <p>8 think by him being an absentee owner, it's</p> <p>9 difficult for him to do that.</p> <p>10 So is that on the -- is that enough</p> <p>11 answer on the price?</p> <p>12 MS. GRIFFITH: No. I have a question.</p> <p>13 MR. CHESNEY: Sure.</p> <p>14 MS. GRIFFITH: So the idea that we would</p> <p>15 finance the sale --</p> <p>16 MR. CHESNEY: It is my intent -- it</p> <p>17 would be my proposal that we have to have a</p> <p>18 more formalized discussion with our banker,</p> <p>19 but our initial discussions would be that we</p> <p>20 would finance the entire matter.</p> <p>21 MS. GRIFFITH: So I would imagine that</p> <p>22 the banker would look to appraise.</p> <p>23 MR. CHESNEY: Correct.</p> <p>24 MS. GRIFFITH: Have we had an appraiser</p> <p>25 give us a value?</p>   |

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| <p style="text-align: right;">Page 89</p> <p>1 MR. CHESNEY: No, because we haven't</p> <p>2 gotten past that step. I mean, that's why I</p> <p>3 think Brian's suggestion of a long due</p> <p>4 diligence period is appropriate.</p> <p>5 So the way how I view this is, we have</p> <p>6 an initial agreement, which I think will be</p> <p>7 accepted by the owner. If once it's accepted</p> <p>8 by the owner, we need to engage a golf course</p> <p>9 consultant specifically.</p> <p>10 I have two in mind that I presented to</p> <p>11 Andy and Erin, which I can't remember their</p> <p>12 names all of a sudden.</p> <p>13 MR. MENDENHALL: Christovich?</p> <p>14 MR. CHESNEY: Christovich. And what's</p> <p>15 the other one? Billy --</p> <p>16 MR. CHESNEY: Billy Casper --</p> <p>17 MR. CHESNEY: -- Casper's Golf. And</p> <p>18 there's reasons for both of them, which I can</p> <p>19 detail, you know, in a subsequent motion.</p> <p>20 And then we kind of break it up between,</p> <p>21 you know, someone working with the operations</p> <p>22 and on the financial side to come up with,</p> <p>23 like I said, in our workshop yesterday, our</p> <p>24 focus before we enter into a contract is to</p> <p>25 determine what our maximum probable loss is,</p> | <p style="text-align: right;">Agenda Page 79<br/>Page 91</p> <p>1 if the lease is actually assumable. I don't</p> <p>2 know if anyone from Green Golf Partners is</p> <p>3 here. I don't think so.</p> <p>4 MS. GRIFFITH: So -- okay. For past 25</p> <p>5 years, the golf course has been privately</p> <p>6 owned, and so we know that for the next four</p> <p>7 years it will continue to operate as a golf</p> <p>8 course.</p> <p>9 Are we comfortable with that, that for</p> <p>10 at least for the next four years --</p> <p>11 MR. CHESNEY: So we have done some</p> <p>12 exploration about that. It is to the best of</p> <p>13 my knowledge that the only thing that keeps it</p> <p>14 a golf course is its current zoning and the</p> <p>15 residents; in other words, their political</p> <p>16 will. So it's -- there was some -- did we --</p> <p>17 do you want to comment on that?</p> <p>18 MS. McCORMICK: Yes. I mean, at this</p> <p>19 point, because I have seen the title report</p> <p>20 from -- that the current owner provided, and</p> <p>21 it's got about 60 different recorded documents</p> <p>22 that relate to the property. I have done an</p> <p>23 initial review of that, and I have not seen a</p> <p>24 recorded agreement that restricts that -- or</p> <p>25 that requires that the golf course be</p> |
| <p style="text-align: right;">Page 90</p> <p>1 is with the golf course. What amount are we</p> <p>2 likely to lose in acquiring this golf course,</p> <p>3 because, you know, expenses can run deep, you</p> <p>4 know.</p> <p>5 MS. GRIFFITH: So -- okay. And I have a</p> <p>6 few other questions, because if that's the</p> <p>7 objective, is to determine the maximum</p> <p>8 probable loss, the management company today,</p> <p>9 the Green Golf Partners, how long is their</p> <p>10 contract?</p> <p>11 MR. CHESNEY: Their contract is five</p> <p>12 years. They're one year into it. I have</p> <p>13 provided a copy of that to Erin to see if we</p> <p>14 can assume it.</p> <p>15 I have gotten nothing but positive</p> <p>16 reviews from players about their improvement</p> <p>17 of the course. Now, that doesn't mean it that</p> <p>18 it can't be improved. So I'm not entirely</p> <p>19 sure -- the owner of the course currently</p> <p>20 thought that we could just -- we would acquire</p> <p>21 the corporation, thus, we acquire the lease</p> <p>22 that they currently have.</p> <p>23 I'm not a lawyer, and I don't think</p> <p>24 that's possible. I don't think that we can</p> <p>25 acquire a private corporation, so I don't know</p>             | <p style="text-align: right;">Page 92</p> <p>1 initially a private agreement as opposed to</p> <p>2 zoning or --</p> <p>3 MS. GRIFFITH: So -- I'm sorry, Erin. I</p> <p>4 can't hear you.</p> <p>5 So you're saying that you don't see any</p> <p>6 evidence that --</p> <p>7 MS. McCORMICK: Well, I haven't done a</p> <p>8 complete review of all of the documents, but</p> <p>9 in my initial review I have not seen a</p> <p>10 recorded agreement that provides that the golf</p> <p>11 course has to be maintained as a golf course</p> <p>12 in perpetuity with the zoning, you know --</p> <p>13 MS. GRIFFITH: Okay.</p> <p>14 CHAIRMAN MILLS: If I can clarify your</p> <p>15 question. Is your question, because the</p> <p>16 management company has four more years, that</p> <p>17 the golf course has to remain four more years?</p> <p>18 MS. GRIFFITH: So what I've heard is</p> <p>19 that Mr. Newbaur does not necessarily have an</p> <p>20 incentive to sell. Right?</p> <p>21 I hear that there is a golf course</p> <p>22 management company that secured a lease for</p> <p>23 four years, and I hear that we are looking to</p> <p>24 determine what the maximum probable loss is.</p> <p>25 So what I want to understand is, why are</p>   |

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| <p style="text-align: right;">Page 93</p> <p>1 we having the conversation today and not three</p> <p>2 years from now? So why are we in a hurry to</p> <p>3 take on a loss?</p> <p>4 MR. CHESNEY: You know, I thought a lot</p> <p>5 about that personally, because I agree, well,</p> <p>6 why don't we just wait until -- I mean,</p> <p>7 hopefully no one knows Nick that's here.</p> <p>8 But, you know, Nick is 71. Why don't we</p> <p>9 wait until we deal with his estate, and maybe</p> <p>10 we'll get a better deal then? I thought of</p> <p>11 those issues as well, and I don't know the</p> <p>12 answer to that.</p> <p>13 I really don't have a clear idea. I</p> <p>14 know that being in the golf course business is</p> <p>15 hard. I don't think that I really -- I</p> <p>16 wouldn't want to be in this business</p> <p>17 personally, but I step back, and I look at the</p> <p>18 broader picture on if that -- let's say it</p> <p>19 goes in some less stable hands. Maybe the</p> <p>20 estate sells to someone else. Maybe it just</p> <p>21 goes off -- we lose control of that, and that</p> <p>22 has a possible great impact on the home values</p> <p>23 in Westchase.</p> <p>24 That's -- you know, if I had -- if I</p> <p>25 knew that someone had a private owner that</p> | <p style="text-align: right;">Agenda Page 80<br/>Page 95</p> <p>1 that, you know, golf is not going to be that</p> <p>2 sport that it has been.</p> <p>3 And so far, we're already seeing it in</p> <p>4 our own community, the use of the golf course</p> <p>5 is going down, do we want to be the ones who</p> <p>6 own it when nobody is playing?</p> <p>7 So I guess that's why I need to -- we</p> <p>8 heard the gentleman say earlier that he's not</p> <p>9 golfing anymore. You know, are we getting --</p> <p>10 do we think that we're going to do a better</p> <p>11 job if we own it in getting more people out</p> <p>12 there?</p> <p>13 What makes us better at owning and</p> <p>14 managing a golf course that's going to get the</p> <p>15 younger people out there, that is going to get</p> <p>16 more rounds sold?</p> <p>17 And so I don't know if that can be done</p> <p>18 in your two months of due diligence or if</p> <p>19 that's something that would be in our next --</p> <p>20 MR. CHESNEY: No. I think -- no. That</p> <p>21 was not -- that was not what was asked.</p> <p>22 So that would be why you hire a golf</p> <p>23 course management consultant, to review the</p> <p>24 operations and see about provide, you know,</p> <p>25 potentials for improvements and what those</p> |
| <p style="text-align: right;">Page 94</p> <p>1 would be beneficial and keep it up for a long</p> <p>2 period of time, yeah, I wouldn't want to buy</p> <p>3 it. But I think that that's the trade-off.</p> <p>4 I don't know that I know the right</p> <p>5 answer. I think each of us have to think</p> <p>6 about that.</p> <p>7 MS. GRIFFITH: Okay. So because -- you</p> <p>8 said so yourself: You go to the golf course,</p> <p>9 and there are times when there's nobody there.</p> <p>10 Right? So --</p> <p>11 MR. CHESNEY: Just my inspection, there</p> <p>12 was no one there -- there were three golfers</p> <p>13 on the golf course.</p> <p>14 MS. GRIFFITH: I have been there myself,</p> <p>15 and I would agree with that. It's</p> <p>16 unfortunate, because it really is a nice golf</p> <p>17 course, and I really wish that we would golf</p> <p>18 more, especially since we value it so much.</p> <p>19 You know, I think it's important for us to</p> <p>20 also support them.</p> <p>21 But with that said, you know, I've done</p> <p>22 plenty of research on golf, declining sport,</p> <p>23 200 -- and whatever -- 12 golf courses closed</p> <p>24 last year. So, you know, my -- if this is a</p> <p>25 matter of something that is going to happen,</p>                        | <p style="text-align: right;">Page 96</p> <p>1 costs might be.</p> <p>2 MS. GRIFFITH: Okay.</p> <p>3 CHAIRMAN MILLS: Mr. Ross.</p> <p>4 MR. ROSS: Also, Ms. Griffith, I</p> <p>5 would --</p> <p>6 CHAIRMAN MILLS: Can you speak up</p> <p>7 for --</p> <p>8 MR. ROSS: I'm sorry.</p> <p>9 I would respectfully disagree with your</p> <p>10 summary of the situation. The motion that I</p> <p>11 have made in no way obligates us to buy the</p> <p>12 property today. We're not making the decision</p> <p>13 to buy the property today.</p> <p>14 What we're doing is, if we get into</p> <p>15 contract, one, we control our own outcome.</p> <p>16 We're protecting all the residents. A bad</p> <p>17 outcome, can't have it, if we get it under</p> <p>18 contract. But if you didn't allow the due</p> <p>19 diligence process to occur, you may be exactly</p> <p>20 right.</p> <p>21 We collectively may include bad timing,</p> <p>22 bad product, bad project, we're not capable of</p> <p>23 doing it, and that's when we make the</p> <p>24 decision. So I just -- I feel like the way</p> <p>25 you couched the question or the issue isn't</p>   |



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| <p style="text-align: right;">Page 97</p> <p>1 consistent with the motion that I have made.<br/> 2 MS. GRIFFITH: Thank you.<br/> 3 CHAIRMAN MILLS: Mr. Lewis.<br/> 4 MR. LEWIS: The six-month due diligence<br/> 5 period, how did you come up with that? Is<br/> 6 that your experience, or is that enough time<br/> 7 to go through a lot of this stuff?<br/> 8 I mean, I'm one for deadlines, because,<br/> 9 to me, if you put one too far out, you're just<br/> 10 going to let it hang out there, and you never<br/> 11 do anything and you don't act upon it.<br/> 12 MR. ROSS: It was -- I'm sorry.<br/> 13 MR. LEWIS: I was going to say, is that<br/> 14 enough time?<br/> 15 MR. ROSS: Based on my experience, I<br/> 16 feel very strongly two months is inadequate,<br/> 17 and, you know, that's what the professional<br/> 18 said yesterday. He thought it would be two<br/> 19 months.<br/> 20 I just feel that the way we operate as a<br/> 21 district, the hoops we need to jump through,<br/> 22 the information we need to gather, analyze,<br/> 23 evaluate, make conclusions, I just felt in<br/> 24 every way six -- excuse me -- two months was<br/> 25 inadequate. So then it just became, pick a</p> | <p style="text-align: right;">Agenda Page 81<br/>Page 99</p> <p>1 negotiation, if he goes to four months, are we<br/> 2 okay with four months? Can we be, or --<br/> 3 MR. CHESNEY: I think six months.<br/> 4 MS. GRIFFITH: Six months and --<br/> 5 MR. CHESNEY: Well, just look at it. It<br/> 6 has taken us two months just to get the<br/> 7 agreement out. We don't even have an<br/> 8 agreement.<br/> 9 So, I mean, that's part of his thing, is<br/> 10 that -- you know, the golf course has a<br/> 11 greater value to us, which means that, you<br/> 12 know, it benefits him more, so it's in his best<br/> 13 interest to give us the time we need.<br/> 14 So I think he's a reasonable<br/> 15 businessman, and I think he'll see that.<br/> 16 MR. ROSS: I think what Ms. Griffith was<br/> 17 suggesting, should we empower whoever our<br/> 18 negotiator or contact person is, to have<br/> 19 greater flexibility so that they're not boxed<br/> 20 in, and -- but get a sound "no," and we've<br/> 21 wasted another -- lost another month.<br/> 22 I am speaking -- I would just say I<br/> 23 would feel uncomfortable with anything less<br/> 24 than six months. I just -- everything that's<br/> 25 happened, everything that --</p> |
| <p style="text-align: right;">Page 98</p> <p>1 date, to some degree.<br/> 2 And I was looking at more in terms of,<br/> 3 if I was the seller, what would be an<br/> 4 acceptable time period? If it was a year, I<br/> 5 felt like he'd say, "No, you know, I'm not<br/> 6 interested." But six months, he knows we've<br/> 7 got the ability to close. He knows we've got<br/> 8 interest in closing. And so I felt like he<br/> 9 would play ball.<br/> 10 Now, obviously I would defer to<br/> 11 Mr. Chesney's conversations. If he felt like<br/> 12 that it was going to be rejected out of hand,<br/> 13 then so be it, but --<br/> 14 MR. CHESNEY: I don't have a strong idea<br/> 15 of whether it would be rejected. We did have<br/> 16 a discussion, and I suggested six months, and<br/> 17 he suggested 60 days, but I have a feeling --<br/> 18 you know, in attempt to an agreement, he might<br/> 19 be more flexible.<br/> 20 MS. GRIFFITH: So for purposes of the<br/> 21 motion with regard to the due diligence<br/> 22 period, do we want to sort of identify a range<br/> 23 that we're comfortable with?<br/> 24 MR. CHESNEY: I think six months --<br/> 25 MS. GRIFFITH: For purposes of</p>           | <p style="text-align: right;">Page 100</p> <p>1 MR. CHESNEY: I would think a strong<br/> 2 negotiating tactic is saying that we need six<br/> 3 months.<br/> 4 MR. ROSS: Yeah, I don't we couldn't do<br/> 5 it less than that. I wouldn't feel<br/> 6 comfortable.<br/> 7 CHAIRMAN MILLS: And just for<br/> 8 clarification of why that's important, is<br/> 9 because this board operates under the Sunshine<br/> 10 Laws, and we're not able to speak to each<br/> 11 other except during these meetings.<br/> 12 So we're not able to transact anything<br/> 13 that's to communicate on board business after<br/> 14 we leave here today until next month. So it<br/> 15 becomes more difficult than a normal business<br/> 16 environment where you leave here today with<br/> 17 some marching orders, and tomorrow we go to<br/> 18 work on a project and work on it every day<br/> 19 after that as a team.<br/> 20 This board doesn't have that capability.<br/> 21 So that's why we're debating the 60-day versus<br/> 22 the six-month time period. Right?<br/> 23 MR. CHESNEY: (Moves head up and down.)<br/> 24 CHAIRMAN MILLS: Okay.<br/> 25 Any further discussion or questions?</p>   |

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| <p style="text-align: right;">Page 101</p> <p>1 (No response.)</p> <p>2 THE CHAIR: We have a motion on the</p> <p>3 board -- or on the table rather -- to enter</p> <p>4 into a -- what is it called? What was the</p> <p>5 motion again?</p> <p>6 MR. ROSS: I said that we proceed with</p> <p>7 making an offer to the owner and that we</p> <p>8 defer to counsel's professional judgment</p> <p>9 whether that would be best presented in a</p> <p>10 letter of intent or LOI or an actual draft of</p> <p>11 a contract.</p> <p>12 CHAIRMAN MILLS: Do we have a second?</p> <p>13 MR. CHESNEY: (Moves head up and down.)</p> <p>14 CHAIRMAN MILLS: All in favor?</p> <p>15 (All board members signify in the</p> <p>16 affirmative.)</p> <p>17 CHAIRMAN MILLS: None opposed.</p> <p>18 (Motion passes.)</p> <p>19 CHAIRMAN MILLS: We're going to work</p> <p>20 buying a golf course. We'll see how it goes.</p> <p>21 Stay tuned, folks.</p> <p>22 MS. McCORMICK: Is the board going to</p> <p>23 designate one of the board members that will</p> <p>24 be working with me on the offer that --</p> <p>25 MS. WHYTE: Erin --</p>   | <p style="text-align: right;">Agenda Page 82<br/>Page 103</p> <p>1 documents and what we're going to do as part</p> <p>2 of the due diligence period.</p> <p>3 We need to select a management</p> <p>4 consulting company to review what we currently</p> <p>5 have in place and come up with anticipated</p> <p>6 series of potential investments. I do have</p> <p>7 some questions for Zack here.</p> <p>8 MR. VERVAECKE: I didn't want to</p> <p>9 interrupt earlier.</p> <p>10 MR. CHESNEY: No. That's all right,</p> <p>11 because some of this -- it's really easy.</p> <p>12 I mean, the first question -- if I can</p> <p>13 just ask you a couple of questions.</p> <p>14 MR. VERVAECKE: Sure.</p> <p>15 Would you like me to come to the podium?</p> <p>16 MR. CHESNEY: Sure. Please.</p> <p>17 MR. VERVAECKE: I didn't want to</p> <p>18 interrupt earlier, so --</p> <p>19 MR. CHESNEY: Yeah. No. It's all</p> <p>20 right. She has your card, so I don't think</p> <p>21 you need to --</p> <p>22 MS. WHYTE: You might want to introduce</p> <p>23 yourself to the audience.</p> <p>24 MR. VERVAECKE: Zack Vervaecke with</p> <p>25 Green Golf Partners. I'm currently the</p>      |
| <p style="text-align: right;">Page 102</p> <p>1 CHAIRMAN MILLS: Let's just pause for a</p> <p>2 second. We are having a mass exodus.</p> <p>3 All right. If we can have everyone</p> <p>4 one's attention for the court reporter. She</p> <p>5 can't hear if everyone is speaking. Thank you</p> <p>6 very much.</p> <p>7 MR. CHESNEY: So I have some thoughts on</p> <p>8 organizing this, and I don't know -- I'm going</p> <p>9 to look to all the board members.</p> <p>10 I think we should break it up into</p> <p>11 certain pieces, like the initial -- this</p> <p>12 contract stuff. So I've had -- you know, I</p> <p>13 had three people send me sample LOIs. I've</p> <p>14 had this and that and -- who knows?</p> <p>15 So I have a question here, is that any</p> <p>16 management consultant that we hire to help us</p> <p>17 determine our maximum probable loss will --</p> <p>18 will have -- will be able to assist on that</p> <p>19 part. So I don't know when to engage them.</p> <p>20 After we get a kind of initial acceptance from</p> <p>21 the current owner or prior to presenting any</p> <p>22 documents?</p> <p>23 I'm just going to tell you what I think</p> <p>24 we need to have. So we should have someone</p> <p>25 that works through the initial contractual</p> | <p style="text-align: right;">Page 104</p> <p>1 interim manager at Westchase Golf Club. My</p> <p>2 official title is senior vice president of</p> <p>3 operations and partner in Green Golf Partners.</p> <p>4 So I'll be happy to answer as many</p> <p>5 questions as I can that you currently have.</p> <p>6 MR. CHESNEY: Sure. You called me about</p> <p>7 an hour -- two hours ago. Right?</p> <p>8 MR. VERVAECKE: I did in the --</p> <p>9 MR. CHESNEY: Sitting in the dining room</p> <p>10 in the club, trying to get me to drink, so I</p> <p>11 -- you're on top of your customer service</p> <p>12 scam.</p> <p>13 So I'm not -- I have a copy of your</p> <p>14 lease agreement. Do you know if the lease</p> <p>15 agreement is assumable?</p> <p>16 MR. VERVAECKE: I'd have to ask an</p> <p>17 attorney on that.</p> <p>18 MR. CHESNEY: That's my question.</p> <p>19 MR. VERVAECKE: Does it transfer from</p> <p>20 ownership to ownership, new ownership? That</p> <p>21 would be the question that I would have for</p> <p>22 our attorney.</p> <p>23 MR. CHESNEY: Because I doubt it would</p> <p>24 be acquired, so -- is there anything you would</p> <p>25 like to --</p> |

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| <p style="text-align: right;">Page 105</p> <p>1 MS. McCORMICK: Yeah, I haven't actually<br/> 2 seen it, so I don't have an answer for that.<br/> 3 MR. CHESNEY: Yeah, I thought I emailed<br/> 4 to you. I thought I had.<br/> 5 But, I mean, that's my main question,<br/> 6 because I'm familiar with your agreement, so I<br/> 7 understand, you know, my maximum possible<br/> 8 loss --<br/> 9 MR. VERVAECKE: Is zero.<br/> 10 MR. CHESNEY: -- is zero. Yeah, I know,<br/> 11 if it's assumable.<br/> 12 MR. VERVAECKE: Yes. The current<br/> 13 agreement, you know, we are afforded a<br/> 14 management fee, and we pay a base variable<br/> 15 rent to Nick, and then anything over the net<br/> 16 we split 50/50, plus reserve of capital.<br/> 17 MR. CHESNEY: I guess my next question<br/> 18 is -- I never got really a very clear answer<br/> 19 from Nick on capital improvements, if they're<br/> 20 made.<br/> 21 MR. VERVAECKE: We reserve currently one<br/> 22 percent of gross revenue for capital<br/> 23 expenditures. It's not a ton of money, but we<br/> 24 knew assuming this lease at Westchase was<br/> 25 going to be extremely tight.</p> | <p style="text-align: right;">Agenda Page 83<br/>Page 107</p> <p>1 overcommit.<br/> 2 MR. CHESNEY: I've gotten nothing but<br/> 3 positive reviews of your performance.<br/> 4 MR. VERVAECKE: It's we improve golf<br/> 5 courses. There is a long way to go, while you<br/> 6 guys work through whether or not to purchase.<br/> 7 We have another property down in Cape<br/> 8 Coral that was privately held. It was called<br/> 9 Royalty Golf Club. The owner shut the doors<br/> 10 in August of 2016. The Cape Royal HOA then<br/> 11 had to assume the maintenance of the property,<br/> 12 making sure that it was maintained, mowed down<br/> 13 properly, and they finally worked out<br/> 14 purchasing the property through the existing<br/> 15 owner, and we assumed that lease March 1st of<br/> 16 2017.<br/> 17 You know, my only comment and suggestion<br/> 18 is if you're able -- that property sat vacant,<br/> 19 no golf, and they incurred, you know, roughly<br/> 20 \$100,000 in maintenance costs and -- plus<br/> 21 about another \$125,000 in maintenance<br/> 22 equipment within a period of about eight to<br/> 23 ten months.<br/> 24 So, you know, it's -- it can happen. It<br/> 25 can also go the other way. They purchased it</p> |
| <p style="text-align: right;">Page 106</p> <p>1 MR. CHESNEY: Yes.<br/> 2 MR. VERVAECKE: And it was a short time<br/> 3 frame. So for us to commit a large chunk of<br/> 4 capital, you know, that we can go back to the<br/> 5 bank and finance over, say, ten years, this<br/> 6 one was a little bit different, a shorter time<br/> 7 frame, and the profit margins --<br/> 8 MR. CHESNEY: Okay.<br/> 9 MR. VERVAECKE: -- afforded.<br/> 10 MR. CHESNEY: That was my main question.<br/> 11 CHAIRMAN MILLS: Mr. Ross.<br/> 12 MR. ROSS: Related to the issue of<br/> 13 assumability, regardless of what's the legal<br/> 14 status of the agreement, is it the desire of<br/> 15 your company to retain the arrangement with<br/> 16 the golf course regardless of who is the<br/> 17 owner?<br/> 18 MR. VERVAECKE: It is something that we<br/> 19 would consider, yes.<br/> 20 MR. ROSS: But you're not ready to<br/> 21 commit that --<br/> 22 MR. VERVAECKE: Not without consulting<br/> 23 with some of my other partners. It is<br/> 24 definitely something that we would consider --<br/> 25 strongly consider. I don't want to</p>                             | <p style="text-align: right;">Page 108</p> <p>1 and released that property from them, and it's<br/> 2 going really well. So we'll actually have all<br/> 3 27 holes open Friday.<br/> 4 CHAIRMAN MILLS: Mr. Lewis.<br/> 5 MR. LEWIS: If I could ask, what -- you<br/> 6 said you had a long way to go here, for this<br/> 7 property. Can you share those ideas, or<br/> 8 what --<br/> 9 MR. VERVAECKE: We've had some key<br/> 10 personnel change over there, and we've had to<br/> 11 make some of those decisions to try and drive<br/> 12 the ball down the course a little more.<br/> 13 We're working through the process of<br/> 14 finding a new executive chef, new menus, rate<br/> 15 structures, marketing, improving the<br/> 16 atmosphere, customer service. There's a<br/> 17 multitude of items that need to be addressed<br/> 18 continually, so -- which it doesn't happen<br/> 19 overnight unfortunately.<br/> 20 MR. LEWIS: What about the course<br/> 21 itself? I don't want to get (inaudible). But<br/> 22 I heard one gentleman, Reggie -- I forgot your<br/> 23 last name. I kind of shared the same thought<br/> 24 thought, I mean, as a resident and a golfer,<br/> 25 the playability of the course.</p>                                |

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| <p style="text-align: right;">Page 109</p> <p>1 MR. VERVAECKE: It's tough.</p> <p>2 MR. LEWIS: Is that something that you</p> <p>3 guys are working on?</p> <p>4 MR. VERVAECKE: It's one the things I've</p> <p>5 been contemplating. How do you soften the</p> <p>6 golf course, I refer to it as. You know,</p> <p>7 every hole out there, you can lose a golf ball</p> <p>8 on it.</p> <p>9 And to 75 percent of the golfing populace</p> <p>10 that plays three or four times a week, they</p> <p>11 might come once a month or once every other</p> <p>12 month as a group, but, you know, playing it on</p> <p>13 a daily, weekly basis, you know, it is a</p> <p>14 difficult track.</p> <p>15 And the question is, you've got to bring</p> <p>16 in a golf course architect and say, "Hey, what</p> <p>17 can I do to soften the golf course," and then,</p> <p>18 "How much is that going to cost," you know,</p> <p>19 and there's a multitude of things that you can</p> <p>20 potentially do, and some can be really</p> <p>21 expensive.</p> <p>22 MR. LEWIS: Maybe a follow-up question</p> <p>23 to that would be, do you guys have any kind of</p> <p>24 a golf course architect on your staff, or do</p> <p>25 you work --</p> | <p style="text-align: right;">Agenda Page 84<br/>Page 111</p> <p>1 history of the Westchase community.</p> <p>2 From my understanding, ten years ago,</p> <p>3 they had somebody lease the restaurant space,</p> <p>4 and for a year or two period of time it was</p> <p>5 successful. Longevity-wise, it doesn't sound</p> <p>6 like it's been the community center that you,</p> <p>7 you know, suggested continuously year over</p> <p>8 year.</p> <p>9 MS. GRIFFITH: Well, I appreciate you</p> <p>10 taking time to learn the community because we</p> <p>11 are a bit unique.</p> <p>12 MR. VERVAECKE: Yes.</p> <p>13 MS. GRIFFITH: And so, you know, if you</p> <p>14 have an opportunity to drive through our West</p> <p>15 Park Village and take a look at Irish 31,</p> <p>16 Catch 23, and go over to the World of Beer,</p> <p>17 that's how Westchasers like to hang out. We</p> <p>18 like our indoor-outdoor environment, which is</p> <p>19 one of the reasons I spend a lot of my</p> <p>20 lunchtime at the clubhouse is because I can</p> <p>21 sit outside and enjoy a nice lunch with a</p> <p>22 beautiful view, but I'm only going to go there</p> <p>23 for lunch because it doesn't really have much</p> <p>24 a hang-out feel.</p> <p>25 MR. VERVAECKE: Atmosphere.</p> |
| <p style="text-align: right;">Page 110</p> <p>1 MR. VERVAECKE: We work with two or</p> <p>2 three -- and now I'm drawing -- I'm drawing an</p> <p>3 absolute blank right now.</p> <p>4 MR. LEWIS: You don't necessarily have</p> <p>5 to name names, though.</p> <p>6 MR. VERVAECKE: There's a couple that we</p> <p>7 work with. There's several within the</p> <p>8 industry. I'll think of it as soon as I</p> <p>9 leave.</p> <p>10 CHAIRMAN MILLS: Zack, we appreciate you</p> <p>11 being here.</p> <p>12 One of the items that has gotten a lot</p> <p>13 of attention is what I would characterize --</p> <p>14 and you mentioned the menus -- the</p> <p>15 underutilization of the clubhouse and the food</p> <p>16 and beverage operation.</p> <p>17 It could really be a center for the</p> <p>18 community, and in the 20 years I've now lived</p> <p>19 here, it's not that. Right? So --</p> <p>20 MR. VERVAECKE: I still -- you know,</p> <p>21 only having lived down here for three years --</p> <p>22 we live in Clearwater. We've had this</p> <p>23 property since January 1st, 2017. I'm still</p> <p>24 getting to know the community as a whole, the</p> <p>25 history of the golf course, let alone the</p>            | <p style="text-align: right;">Page 112</p> <p>1 MS. GRIFFITH: But, yet, you have that</p> <p>2 opportunity to make it more of an</p> <p>3 indoor-outdoor -- and that really is --</p> <p>4 MR. VERVAECKE: So that's the next on</p> <p>5 the list.</p> <p>6 MR. CHESNEY: One percent of revenues,</p> <p>7 that's not --</p> <p>8 MR. VERVAECKE: For capital</p> <p>9 Improvements?</p> <p>10 MR. CHESNEY: Yes.</p> <p>11 MR. VERVAECKE: It's tight.</p> <p>12 MR. CHESNEY: It's 1/10th.</p> <p>13 MR. VERVAECKE: Work your way there</p> <p>14 slowly, but surely.</p> <p>15 CHAIRMAN MILLS: Any other questions for</p> <p>16 Zack?</p> <p>17 MR. CHESNEY: No. I will say this, is</p> <p>18 that I have visited the course a couple of</p> <p>19 times in the interim, and, you know, I have</p> <p>20 had some positive feedback. But why is the</p> <p>21 Christmas wreath still up?</p> <p>22 MR. VERVAECKE: Oooh. I'll have that</p> <p>23 one on the to-do. We like it up year-round.</p> <p>24 It still lights up year-round inside, don't</p> <p>25 they?</p>  |

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| <p style="text-align: right;">Page 113</p> <p>1 Great. I left my business card. You</p> <p>2 know, my cell phone and email are on it if</p> <p>3 anybody has any other questions. I'll be</p> <p>4 happy to answer them.</p> <p>5 CHAIRMAN MILLS: I'm sure we'll be</p> <p>6 talking again.</p> <p>7 MR. VERVAECKE: I look forward to it.</p> <p>8 CHAIRMAN MILLS: Thank you.</p> <p>9 MR. VERVAECKE: Thank you.</p> <p>10 CHAIRMAN MILLS: Okay. So we're kind of</p> <p>11 back to being -- you have roles. Right?</p> <p>12 MR. CHESNEY: Yes.</p> <p>13 CHAIRMAN MILLS: So I kind of saw the</p> <p>14 legal part of it in Brian's wheelhouse if his</p> <p>15 capacity is needed to get this thing buttoned</p> <p>16 up.</p> <p>17 MR. ROSS: First of all, obviously I'm</p> <p>18 happy to do whatever is appropriate, but I do</p> <p>19 strongly feel that neither the supervisors nor</p> <p>20 the residents should be conducting the due</p> <p>21 diligence.</p> <p>22 We could be here as conduits of</p> <p>23 information, support, feedback, bouncing</p> <p>24 ideas, whatever it may be to facilitate the</p> <p>25 process, but I don't want to be the one who's</p>  | <p style="text-align: right;">Agenda Page 85<br/>Page 115</p> <p>1 and supply information and kind of overseeing</p> <p>2 that or helping those questions that come</p> <p>3 about that. But, I mean, just these basic</p> <p>4 agreement questions --</p> <p>5 MR. ROSS: Happy to take on that role,</p> <p>6 happy to.</p> <p>7 MS. GRIFFITH: I would say that I guess</p> <p>8 the way I sort of envision this happening --</p> <p>9 and I would agree. I do get nervous concern</p> <p>10 when we are rolling up our sleeves and</p> <p>11 becoming personally invested in this, and then</p> <p>12 we come to the table and vote.</p> <p>13 So I do think we need to take a bit of</p> <p>14 an arm's length approach. You know, we heard</p> <p>15 yesterday at the workshop from Mr. Ekovich,</p> <p>16 and he sounded like a great resource who's been</p> <p>17 down this road more than once, and, to me, it</p> <p>18 seems that somebody like him would be able to</p> <p>19 answer those questions: What type of contract</p> <p>20 do we use?</p> <p>21 MR. CHESNEY: Well, my suggestion, both</p> <p>22 -- both golf course management firms that I</p> <p>23 identified, both of them have that level of</p> <p>24 expertise.</p> <p>25 MS. GRIFFITH: Okay.</p> |
| <p style="text-align: right;">Page 114</p> <p>1 charged with that responsibility, because</p> <p>2 someone may say I have bias, that I favor</p> <p>3 either one outcome or the other outcome, and</p> <p>4 then I have done a disservice to the</p> <p>5 community.</p> <p>6 So I hope all supervisors agree with</p> <p>7 that, that it's not our job, and, frankly, as</p> <p>8 I said, I don't want the residents to be doing</p> <p>9 the due diligence. I want to hear from them,</p> <p>10 but not them doing the due diligence.</p> <p>11 MR. CHESNEY: I concur. I am just</p> <p>12 saying that there are basic questions, like do</p> <p>13 I use a letter of intent, or I don't even know</p> <p>14 the other word?</p> <p>15 MS. McCORMICK: Right. A purchase and</p> <p>16 sale agreement.</p> <p>17 MR. CHESNEY: So it comes to the</p> <p>18 supervisors, we either decide as a group to</p> <p>19 identify -- I mean, I have no problems</p> <p>20 reviewing -- working with, you know, a</p> <p>21 consultant and reviewing his due diligence</p> <p>22 work for the -- you know, the financial</p> <p>23 aspect and then discussing, I guess, with --</p> <p>24 we probably have, you know -- I guess, would</p> <p>25 you handle, I guess, working with the banker</p> | <p style="text-align: right;">Page 116</p> <p>1 MR. CHESNEY: I will be -- you know, I</p> <p>2 think we should engage them sooner rather than</p> <p>3 later.</p> <p>4 MS. McCORMICK: Now, do they have like</p> <p>5 in-house counsel that they work with, or are</p> <p>6 they --</p> <p>7 MR. CHESNEY: No.</p> <p>8 MS. McCORMICK: Okay. So they would be</p> <p>9 doing more of the consultant part of it.</p> <p>10 MR. CHESNEY: Yes.</p> <p>11 MS. McCORMICK: Okay.</p> <p>12 MR. CHESNEY: And then as far as, you</p> <p>13 know, legal aspects, I think Steve had a good</p> <p>14 view that engaging an attorney to assist you</p> <p>15 that is familiar in golf course transactions is</p> <p>16 a good idea.</p> <p>17 I know in the past when we had you</p> <p>18 essentially work out an arrangement with</p> <p>19 someone. And Steve had identified two. I</p> <p>20 think I emailed them to you.</p> <p>21 MS. McCORMICK: Yeah. I mean, I have a</p> <p>22 couple of people that I have been thinking</p> <p>23 about that I could reach out to and work with</p> <p>24 on this, but I know it sounds like you also</p> <p>25 had gotten some recommendations from --</p>   |

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| <p style="text-align: right;">Page 117</p> <p>1 MR. CHESNEY: Just the ones that we got<br/> 2 yesterday from Steve.<br/> 3 MS. McCORMICK: Yeah. And so that would<br/> 4 be, I think, one of the issues to decide, who<br/> 5 is going to make that decision as to who is<br/> 6 going to help with --<br/> 7 MR. CHESNEY: Then, once again, I would<br/> 8 say, you know, Brian could help on that, and<br/> 9 the golf course management consultant. So I<br/> 10 really -- there's two consulting proposals.<br/> 11 Okay? I literally got one -- I got them<br/> 12 today, so I have not been able to present<br/> 13 them.<br/> 14 I don't know exactly how we would handle<br/> 15 this. And the difference between the two is,<br/> 16 one company was a company that Nick had<br/> 17 utilized last year prior to the involvement of<br/> 18 Green Golf Partners to do some consulting<br/> 19 work, so they knew the property very well.<br/> 20 And I know you wanted a workshop, but<br/> 21 they were the ones that helped assist in the<br/> 22 initial financial analysis that was presented<br/> 23 at the December meeting.<br/> 24 Since then, we've had lots of people<br/> 25 reach out, none of which I've responded to,</p> | <p style="text-align: right;">Agenda Page 86<br/>Page 119</p> <p>1 CDD, and they have some issues with it, so<br/> 2 they have been looking for a consultant for a<br/> 3 while; and in that process, I had interviewed<br/> 4 four different firms, most of them are similar<br/> 5 to what Greg is saying, they're small firms<br/> 6 usually, consultants that set up shop.<br/> 7 The one that I had spoken to is<br/> 8 Christovich, which is one of the two that Greg<br/> 9 is mentioning. Ultimately they were the one<br/> 10 that was chosen out of Heritage Harbor. I had<br/> 11 a pretty extensive conversation.<br/> 12 We have folks in my office that go to<br/> 13 some of the conventions with the PGA, because<br/> 14 we have a couple golf course communities, and<br/> 15 so when I was starting this search for<br/> 16 somebody for Heritage Harbor, I called them up<br/> 17 and asked them for recommendations, and that's<br/> 18 how I actually got the information for<br/> 19 Christovich specifically.<br/> 20 In fact, the other three folks that I<br/> 21 talked to were not recommended by the PGA.<br/> 22 They just happen to be folks I found in other<br/> 23 ways. So long story short, I haven't worked<br/> 24 with them directly, because they literally had<br/> 25 a contract signed probably two weeks ago;</p> |
| <p style="text-align: right;">Page 118</p> <p>1 including numerous residents, because I agree<br/> 2 with Brian that involving residents with this<br/> 3 is not a good idea.<br/> 4 But one of the other firms was a firm<br/> 5 that the City of Temple Terrace has recently<br/> 6 engaged to do the same type of analysis.<br/> 7 They're a smaller firm. They're based here in<br/> 8 Florida versus a national firm, very similar<br/> 9 work product.<br/> 10 They review the contract, sample<br/> 11 contract, they review the financials, they<br/> 12 come up with a list of potential investments<br/> 13 and develop what our maximum probable loss is.<br/> 14 Both quotes were actually exactly the<br/> 15 same. They were \$12,500 for that service,<br/> 16 plus expenses, which is, you know, travel and<br/> 17 mileage types of things.<br/> 18 So, you know, it's my suggestion that we<br/> 19 would engage one of them. I know Andy has<br/> 20 interviewed --<br/> 21 MR. MENDENHALL: Yes.<br/> 22 MR. CHESNEY: -- one of them. I don't<br/> 23 know if he has an opinion on them.<br/> 24 MR. MENDENHALL: Yeah. So at Heritage<br/> 25 Harbor CDD, they have golf courses within the</p>                               | <p style="text-align: right;">Page 120</p> <p>1 however, through the process, you know, I was<br/> 2 impressed by what they had to say.<br/> 3 Some of the body of work that they have<br/> 4 done, Temple Terrace is the one -- and I'm<br/> 5 just looking real quick at some of the<br/> 6 information they had sent across.<br/> 7 They have actually done this sort of<br/> 8 thing, this sort of analysis with a number of<br/> 9 different golf courses, different types,<br/> 10 private, public, government controlled, that<br/> 11 sort of thing, and different sizes as well.<br/> 12 So, to me, that was good. In addition,<br/> 13 the board itself had to review all the<br/> 14 information from all the folks, and they<br/> 15 thought that this one probably, you know, was<br/> 16 their best option.<br/> 17 So I don't know the other firms, so they<br/> 18 could be equally just as good, but I did not<br/> 19 have --<br/> 20 MR. CHESNEY: Billy Casper's Golf had<br/> 21 been on the property all of last year. It's a<br/> 22 bigger national firm. So it would be one of<br/> 23 their reps out of Sarasota that would be<br/> 24 utilizing -- and they do it, they actually<br/> 25 competed against -- it's my understanding that</p>   |

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| <p style="text-align: right;">Page 121</p> <p>1 they competed against Green Golf Partners for</p> <p>2 the management of the Westchase golf course</p> <p>3 and were unsuccessful.</p> <p>4 I reached out -- actually they called</p> <p>5 me, and I agreed to, you know, talk with them</p> <p>6 just because they had a lot of information</p> <p>7 about the golf course initially, but the</p> <p>8 references that we've received from Greg --</p> <p>9 whatever his last name --</p> <p>10 MR. MENDENHALL: Christovich.</p> <p>11 MR. CHESNEY: -- Christovich have been</p> <p>12 strong. I would recommend we engage them to</p> <p>13 work through this process.</p> <p>14 MS. GRIFFITH: I like the idea. I</p> <p>15 understand the value of a government</p> <p>16 management company, to help us manage it, but</p> <p>17 to get there is where I think we need the</p> <p>18 right consultant, the right experience.</p> <p>19 So is that what we're thinking, that --</p> <p>20 MR. CHESNEY: Yeah, I just think -- I'll</p> <p>21 be blunt, is that I think that Billy Casper's</p> <p>22 ultimate motivation is to become the manager</p> <p>23 of the golf course, which is not what I think</p> <p>24 is necessarily the best interest of Westchase.</p> <p>25 This other guy, though, is a smaller</p> | <p style="text-align: right;">Agenda Page 87<br/>Page 123</p> <p>1 beforehand and give his or her two cents about</p> <p>2 it.</p> <p>3 MR. CHESNEY: Okay.</p> <p>4 MS. GRIFFITH: Can I ask, what is our</p> <p>5 goal as far as a target date to present it?</p> <p>6 CHAIRMAN MILLS: We need a second first.</p> <p>7 MS. GRIFFITH: Oh.</p> <p>8 MR. CHESNEY: Second.</p> <p>9 MS. GRIFFITH: All right. So what is</p> <p>10 our target date to present an offer to</p> <p>11 Mr. Newbauer?</p> <p>12 MR. CHESNEY: Well, I think after this</p> <p>13 meeting, I'm going to give him a call and tell</p> <p>14 him the general -- what happened, besides half</p> <p>15 the -- I know there are people in our</p> <p>16 community that are friends with him.</p> <p>17 CHAIRMAN MILLS: He probably already</p> <p>18 knows.</p> <p>19 MR. CHESNEY: Yeah, he probably already</p> <p>20 knows. But so -- and then I'll just tell him,</p> <p>21 you know, he'll be hearing from our attorney</p> <p>22 kind of thing, but I would think that that</p> <p>23 should happen within the next, you know,</p> <p>24 couple of weeks.</p> <p>25 MS. McCORMICK: Yeah. Well, that would</p>   |
| <p style="text-align: right;">Page 122</p> <p>1 firm. Has a wide variety of engagements, from</p> <p>2 management to just some general consulting</p> <p>3 work, and I just think he would be more</p> <p>4 appropriate for our situation.</p> <p>5 CHAIRMAN MILLS: Mr. Ross.</p> <p>6 MR. ROSS: So are you recommending that</p> <p>7 we retain that person?</p> <p>8 MR. CHESNEY: Yes.</p> <p>9 MR. ROSS: What was the name again?</p> <p>10 MR. MENDENHALL: Christovich. It's</p> <p>11 Christovich and Associates.</p> <p>12 MR. ROSS: I got an email from that</p> <p>13 guy that --</p> <p>14 MR. MENDENHALL: Yeah, Christovich</p> <p>15 and --</p> <p>16 MR. ROSS: I move that we retain</p> <p>17 Christovich at a fee not to exceed 12,500 --</p> <p>18 MR. CHESNEY: Plus expenses.</p> <p>19 MR. ROSS: -- plus expenses, with</p> <p>20 retention to be as soon as possible, and</p> <p>21 certainly no later than prior to us submitting</p> <p>22 either an LOI or a proposed contract to the</p> <p>23 seller; meaning, I would want my consultant --</p> <p>24 MS. McCORMICK: Right.</p> <p>25 MR. ROSS: -- to look at that</p>  | <p style="text-align: right;">Page 124</p> <p>1 be the hope -- I mean, we'll work with</p> <p>2 Christovich, and then I'll work with Brian,</p> <p>3 and we'll get an offer ready to present as</p> <p>4 soon as possible.</p> <p>5 MR. CHESNEY: Because then we can</p> <p>6 actually begin the other part of it, and then</p> <p>7 maybe, you know, knock this down.</p> <p>8 Then we have to have a realistic</p> <p>9 conversation with a bank about what we're</p> <p>10 going to do. And I'm going to go back to what</p> <p>11 you alluded to on doing this, you know, why do</p> <p>12 you want to do it now? I don't know, because</p> <p>13 it restricts us.</p> <p>14 I mean, it restricts on things like, oh,</p> <p>15 you know, we want to re-landscape Linebaugh</p> <p>16 kind of thing or add lights to the monuments.</p> <p>17 I mean, you know, it's important for us to</p> <p>18 identify what level of restrictions that we'll</p> <p>19 have on our organization.</p> <p>20 MR. ROSS: I need to modify my motion.</p> <p>21 CHAIRMAN MILLS: Yes, sir.</p> <p>22 MR. ROSS: I would like the retention to</p> <p>23 be by legal counsel -- and help me with this,</p> <p>24 Erin --</p> <p>25 MS. McCORMICK: Uh-huh.</p> |

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| <p style="text-align: right;">Page 125</p> <p>1 MR. ROSS: -- what my desire is, that</p> <p>2 our due diligence would be within the cloak of</p> <p>3 confidentiality of attorney/client. I don't</p> <p>4 want things getting out there that we're</p> <p>5 not controlling the release of information.</p> <p>6 MS. McCORMICK: Right.</p> <p>7 MR. ROSS: So I think if you hire the</p> <p>8 consultant on behalf of the district, then</p> <p>9 it's within the cloak of confidentiality. Am</p> <p>10 I right about that?</p> <p>11 MS. McCORMICK: I think that that would</p> <p>12 -- that would improve our ability to keep</p> <p>13 information that we want to -- attorney/client</p> <p>14 privilege. I don't want to represent that</p> <p>15 we'll be able to do that completely, but</p> <p>16 it --</p> <p>17 MR. ROSS: So I would like to make that</p> <p>18 amendment to my own motion, that it be through</p> <p>19 counsel.</p> <p>20 CHAIRMAN MILLS: Is that okay? Second.</p> <p>21 MR. CHESNEY: Oh, yeah, second. I</p> <p>22 agree.</p> <p>23 I mean, that was also my intent was, if</p> <p>24 we hired any other counsel, it would be done</p> <p>25 through Erin --</p> | <p style="text-align: right;">Agenda Page 88<br/>Page 127</p> <p>1 (Motion passes.)</p> <p>2 CHAIRMAN MILLS: Okay. That consultant</p> <p>3 part of it, for me -- you guys can weigh in on</p> <p>4 this -- takes a lot of the list of this agenda</p> <p>5 and captures it. Right?</p> <p>6 MR. CHESNEY: Right.</p> <p>7 CHAIRMAN MILLS: And so I think as we</p> <p>8 move forward, to your point, Brian, about</p> <p>9 arm's -- Barbara, about arm's length, a lot of</p> <p>10 this is the weeds. Right? And if we let them</p> <p>11 navigate through that, we become the</p> <p>12 overseers, not the doers. Right?</p> <p>13 MR. ROSS: If you'll allow me to comment</p> <p>14 on that. I a hundred percent agree with you.</p> <p>15 I don't want people to have the impression</p> <p>16 we're doing the elbow grease.</p> <p>17 But, on the other hand, I want them to</p> <p>18 have confidence that in the selection of our</p> <p>19 professionals, we're covering all of our</p> <p>20 bases, so if you'll allow me to circle back to</p> <p>21 the consultant, I don't know the consultant</p> <p>22 that Greg is recommending. I don't think any</p> <p>23 of us do.</p> <p>24 And, frankly, you're probably just</p> <p>25 getting educated on the scope of their skill</p>  |
| <p style="text-align: right;">Page 126</p> <p>1 CHAIRMAN MILLS: Any further discussion?</p> <p>2 (No response.)</p> <p>3 CHAIRMAN MILLS: All in favor.</p> <p>4 (All board members signify in the</p> <p>5 affirmative.)</p> <p>6 CHAIRMAN MILLS: None opposed. We now</p> <p>7 have the ability to proceed with that.</p> <p>8 (Motion passes.)</p> <p>9 MR. ROSS: Can I make a follow-up</p> <p>10 motion?</p> <p>11 CHAIRMAN MILLS: Yes, sir.</p> <p>12 MR. ROSS: I move that we authorize</p> <p>13 district counsel to retain special counsel to</p> <p>14 assist with this project and to have that</p> <p>15 special counsel retained prior to submitting</p> <p>16 either a letter of intent or a contract, so</p> <p>17 that that special counsel can, likewise, give</p> <p>18 their two cents on the document that we're</p> <p>19 proposing.</p> <p>20 CHAIRMAN MILLS: I'll second that.</p> <p>21 Any discussion?</p> <p>22 (No response.)</p> <p>23 CHAIRMAN MILLS: All in favor.</p> <p>24 (All board members signify in the</p> <p>25 affirmative.)</p>  | <p style="text-align: right;">Page 128</p> <p>1 set. At the end of the day, we need to make</p> <p>2 sure our due diligence, whether it's through</p> <p>3 our, quote, unquote, primary consultant or</p> <p>4 other consultants, we cover the list of items</p> <p>5 that I put on here, whether it's restaurant</p> <p>6 operation, condition of golf course, condition</p> <p>7 of the physical structure, whether there is</p> <p>8 environmental contamination.</p> <p>9 I want the community to hear these</p> <p>10 articulations that we're not just dumping it</p> <p>11 in the hands of the consultant and assuming he</p> <p>12 or she can do everything.</p> <p>13 This is just like the initial domino to</p> <p>14 help us have a captain, if you will, of the</p> <p>15 ship.</p> <p>16 CHAIRMAN MILLS: And it would be my</p> <p>17 expectation at that point that we'll get</p> <p>18 monthly briefings on all of that as we go</p> <p>19 through this due diligence period. Right?</p> <p>20 And then aside from those that are</p> <p>21 naturally captured by consulting and legal</p> <p>22 services, the opportunity for continued public</p> <p>23 comment or public education of this process</p> <p>24 may well result in folks sitting in front of</p> <p>25 us for a few months to stay tuned to where we</p> |



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| <p style="text-align: right;">Page 129</p> <p>1 are at in this process and what's going on.<br/> 2 So we'll have to gauge that and welcome that.<br/> 3 The only thing I would caution us on is<br/> 4 to -- you know, I've had a number of residents<br/> 5 ask me prior to today what we're going to do.<br/> 6 Of course, you have to be careful -- right? --<br/> 7 because one of my answers was, "It's on the<br/> 8 agenda for to us evaluate on Tuesday." Right?<br/> 9 And I had one resident say, "What are<br/> 10 you going to do?"<br/> 11 I said, "We're going to evaluate it on<br/> 12 Tuesday." Right? So we have to be careful as<br/> 13 we go through this, that we don't become our<br/> 14 own independent spokespeople just because a<br/> 15 neighbor is prompting us -- right? -- because<br/> 16 it is a five-person deal.<br/> 17 But I would expect the residents to<br/> 18 stay at least dialed and hanging on every<br/> 19 word in the WOW as they always do or not.<br/> 20 So what else do we have on this?<br/> 21 MR. CHESNEY: Can I ask, when do you<br/> 22 think would be appropriate to engage our bank?<br/> 23 MR. ROSS: You're asking me?<br/> 24 MR. CHESNEY: I'm asking everyone.<br/> 25 MR. ROSS: I have it in my notes here. I</p> | <p style="text-align: right;">Agenda Page 89<br/>Page 131</p> <p>1 just, I imagine we'll compare -- you know,<br/> 2 so -- you know, the typical commercial loan<br/> 3 will be ten years, 20-year amortization --<br/> 4 MR. MENDENHALL: Right. Okay.<br/> 5 MR. CHESNEY: -- and up to the full, you<br/> 6 know, purchase amount.<br/> 7 MR. MENDENHALL: Got it.<br/> 8 CHAIRMAN MILLS: Further discussion?<br/> 9 (No response.)<br/> 10 CHAIRMAN MILLS: All in favor.<br/> 11 (All board members signify in the<br/> 12 affirmative.)<br/> 13 CHAIRMAN MILLS: None opposed.<br/> 14 (Motion passes.)<br/> 15 CHAIRMAN MILLS: Anything else on the<br/> 16 golf course? Mr. Ross.<br/> 17 MR. ROSS: I've just got a couple of<br/> 18 other points here. I make the motion that we<br/> 19 authorize legal counsel to obtain an update --<br/> 20 excuse me -- we get the title commitment from<br/> 21 the seller, don't we, Erin?<br/> 22 MS. McCORMICK: We do have the title<br/> 23 commitment.<br/> 24 MR. ROSS: Yeah, I know we've got it,<br/> 25 but I was going to say, go ahead and get the</p> |
| <p style="text-align: right;">Page 130</p> <p>1 think we're there. I'm not naive that we're<br/> 2 ready to say we're going to buy this, but I<br/> 3 think some of us are knowledgeable about the<br/> 4 process of procuring a letter of commitment<br/> 5 for financing. It's just doing some legwork<br/> 6 and getting some letter. You don't<br/> 7 necessarily accept it when you get it, so --<br/> 8 MR. CHESNEY: And I would like to make a<br/> 9 motion that Andy contacts Jim Nelson at our<br/> 10 bank and provide any necessary underwriting<br/> 11 information he will need.<br/> 12 CHAIRMAN MILLS: I'll second that.<br/> 13 MR. ROSS: I would like to offer a<br/> 14 friendly amendment. And even obtain a<br/> 15 commitment letter, if they're so inclined to<br/> 16 do so.<br/> 17 MR. CHESNEY: Sure. I accept that<br/> 18 amendment.<br/> 19 CHAIRMAN MILLS: The two should move in<br/> 20 parallel. Right?<br/> 21 MR. ROSS: Yeah.<br/> 22 MR. MENDENHALL: Okay. Got it.<br/> 23 CHAIRMAN MILLS: Any discussion further<br/> 24 on that?<br/> 25 MR. CHESNEY: My discussion on that is</p>   | <p style="text-align: right;">Page 132</p> <p>1 update when it's appropriate, but we're not<br/> 2 there. It's not appropriate yet.<br/> 3 And the other thing, similar to getting<br/> 4 the surveys updated, I think those surveys<br/> 5 could be invaluable to the community, so even<br/> 6 if we weren't to go forward with the<br/> 7 transaction, I would be saying, still go ahead<br/> 8 and get the surveys updated, but that's really<br/> 9 out a few weeks.<br/> 10 MS. McCORMICK: Right.<br/> 11 MR. ROSS: So I'll just make the motion<br/> 12 whenever counsel deems it appropriate that<br/> 13 they're authorized to get whatever title<br/> 14 updates, source documents for the title work,<br/> 15 and updates to the survey. That's my motion.<br/> 16 CHAIRMAN MILLS: Second?<br/> 17 MR. CHESNEY: Sure.<br/> 18 CHAIRMAN MILLS: Any discussion?<br/> 19 (No response.)<br/> 20 CHAIRMAN MILLS: All in favor.<br/> 21 (All board members signify in the<br/> 22 affirmative.)<br/> 23 (Motion passes.)<br/> 24 CHAIRMAN MILLS: Moving along here,<br/> 25 it --</p>                  |

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| <p style="text-align: right;">Page 133</p> <p>1 MS. GRIFFITH: Well, (inaudible) if</p> <p>2 there's any other discussion with regard to</p> <p>3 the golf course, so -- I am curious. I do</p> <p>4 agree, monthly updates, every one of our board</p> <p>5 meetings somebody should be there to be give</p> <p>6 us an update.</p> <p>7 Do you think that our Sunshine Law</p> <p>8 restrictions that they -- do we envision that</p> <p>9 either counsel, the bank, the advisor would</p> <p>10 potentially need something from us in between?</p> <p>11 Do we need to make ourselves available</p> <p>12 for a biweekly conference call? Do we -- do</p> <p>13 you envision that inability to meet is going</p> <p>14 to slow down the process?</p> <p>15 MR. CHESNEY: No, I don't think so. I</p> <p>16 think that -- you know, we might want to -- do</p> <p>17 we have all our workshop dates?</p> <p>18 MS. WHYTE: Up until April.</p> <p>19 MR. CHESNEY: Are they always so close</p> <p>20 to our meeting?</p> <p>21 MS. WHYTE: Absolutely.</p> <p>22 MR. MENDENHALL: They're advertised for</p> <p>23 a year.</p> <p>24 MS. WHYTE: They're advertised for a</p> <p>25 year. They're already pre-booked through</p> | <p style="text-align: right;">Agenda Page 90<br/>Page 135</p> <p>1 CHAIRMAN MILLS: Right.</p> <p>2 MS. GRIFFITH: If anything material</p> <p>3 happens between, say, now and the next board</p> <p>4 meeting or the next workshop and you need</p> <p>5 something, I just -- because we want to make</p> <p>6 sure that -- that all of these folks we're</p> <p>7 sending out to do work on our behalf, if they</p> <p>8 need something from us, I want to make sure</p> <p>9 they have it.</p> <p>10 MR. LEWIS: Yeah, that's why I didn't --</p> <p>11 and that's why I was asking Brian earlier, is</p> <p>12 that enough time with the way we operate to</p> <p>13 keep moving, but okay.</p> <p>14 CHAIRMAN MILLS: Brian.</p> <p>15 MR. ROSS: I did have a couple more</p> <p>16 items.</p> <p>17 CHAIRMAN MILLS: Speak up again.</p> <p>18 MR. ROSS: Once we get into due</p> <p>19 diligence, I think it's imperative that any</p> <p>20 due diligence involving the seller's physical</p> <p>21 assets must include our field manager.</p> <p>22 I think it's critical that we have the</p> <p>23 field manager involved from the get-go and is</p> <p>24 knowledgeable and able to help us in</p> <p>25 documenting history on a go-forth basis.</p>  |
| <p style="text-align: right;">Page 134</p> <p>1 until April.</p> <p>2 MR. MENDENHALL: So technically as far</p> <p>3 as your ability to have them, as long as you</p> <p>4 can have them at the library, you have it for</p> <p>5 the year, and they are set for the day before</p> <p>6 your regular meeting.</p> <p>7 MR. CHESNEY: Yeah, I was just thinking</p> <p>8 that --</p> <p>9 MS. GRIFFITH: Can the dates change?</p> <p>10 MR. CHESNEY: Yeah, we'd have to</p> <p>11 re-advertise.</p> <p>12 MR. MENDENHALL: Re-advertise, yeah,</p> <p>13 basically.</p> <p>14 MR. CHESNEY: I don't anticipate that</p> <p>15 being a problem, because, I mean, Brian said</p> <p>16 our consultants have kind of the direction</p> <p>17 here on what to do, and then we just kind</p> <p>18 of --</p> <p>19 CHAIRMAN MILLS: And between meetings,</p> <p>20 either Erin or Andy can email us individually</p> <p>21 with information, and we can go back to them</p> <p>22 with that. It doesn't circumvent anything.</p> <p>23 It just --</p> <p>24 MS. McCORMICK: Yeah, we just can't take</p> <p>25 any formal board action by motion.</p>   | <p style="text-align: right;">Page 136</p> <p>1 That's my own personal opinion. I don't</p> <p>2 think a motion is necessary on that. But the</p> <p>3 other thing is, sort of related to all of the</p> <p>4 issues we talked about, the reality is, there</p> <p>5 are going to be things that crop up in</p> <p>6 between, there is going to be something.</p> <p>7 So if I need to make a motion, I'll move</p> <p>8 that Supervisor Chesney be the point person to</p> <p>9 work with our legal counsel and our consultant</p> <p>10 to facilitate the performance of the due</p> <p>11 diligence, performance of consummation of a</p> <p>12 letter of intent or a contract, and to have</p> <p>13 the authority to make non-monetary decisions</p> <p>14 that would facilitate the continue forward</p> <p>15 movement to the district's stated objectives</p> <p>16 of understanding the property and the issues</p> <p>17 that come up with evaluating the property.</p> <p>18 MR. CHESNEY: I will accept that</p> <p>19 reluctantly, except the legal part of it.</p> <p>20 MR. ROSS: And I'll accept it.</p> <p>21 CHAIRMAN MILLS: Okay.</p> <p>22 MR. ROSS: So the intentions are to</p> <p>23 provide a point person to our legal counsel</p> <p>24 and our consultant, so they've just got</p> <p>25 day-to-day ministerial questions and they're</p> |

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| <p style="text-align: right;">Page 137</p> <p>1 kind of looking for some kind of heads up from<br/> 2 the board, Greg, Supervisor Chesney, would<br/> 3 have the --<br/> 4 MR. CHESNEY: We would like this<br/> 5 presentation -- or the board would like your<br/> 6 analysis in this format. Okay. I understand.<br/> 7 MR. ROSS: Yeah.<br/> 8 MS. GRIFFITH: Then with that in mind, I<br/> 9 would like to understand if Supervisor Chesney<br/> 10 is making decisions on behalf of the board,<br/> 11 how will the board then learn of what those<br/> 12 decisions were so we can at least be made<br/> 13 aware?<br/> 14 MR. CHESNEY: It's my understanding that<br/> 15 what you're saying is not any actual<br/> 16 decisions.<br/> 17 MS. GRIFFITH: No. But how will -- will<br/> 18 we get an update, a summary, to say, "This is<br/> 19 what I -- these are the decisions that were<br/> 20 made on behalf of the board"?<br/> 21 MR. CHESNEY: Well, I mean --<br/> 22 MS. McCORMICK: If it's a formal<br/> 23 decision, it would have to come to the board<br/> 24 for approval; otherwise, it would go in, you<br/> 25 know, my report, or if it's related to</p>   | <p style="text-align: right;">Agenda Page 91<br/>Page 139</p> <p>1 comfortable putting these other issues off to<br/> 2 another day and working through them at that<br/> 3 point.<br/> 4 MS. GRIFFITH: So ultimately I would<br/> 5 agree these issues need to be accounted for.<br/> 6 CHAIRMAN MILLS: Yes, sir.<br/> 7 MR. GILLIS: Can we ask questions?<br/> 8 CHAIRMAN MILLS: Sure. State your name<br/> 9 again, please.<br/> 10 MR. GILLIS: Reggie Gillis, Harbor<br/> 11 Links, 11806.<br/> 12 My one question is, a lot of this<br/> 13 discussion has been about the negative and<br/> 14 about all the potential loss, but will the<br/> 15 analysis include potential positives?<br/> 16 For example, the board member is<br/> 17 concerned about what the golf course is doing.<br/> 18 Someone is taking a look at potential market<br/> 19 that you could go into the -- the questions to<br/> 20 Zack was centered around the one percent re-<br/> 21 investment.<br/> 22 But the sale itself, in that discussion<br/> 23 about should you or should you not do it,<br/> 24 could also involve what you might want to do<br/> 25 with the clubhouse if the investment were</p>   |
| <p style="text-align: right;">Page 138</p> <p>1 something that somebody else is working on,<br/> 2 then it would go in their board, but we would<br/> 3 -- I mean, that is going to be part of the<br/> 4 monthly status report.<br/> 5 And I guess to supplement that, if it is<br/> 6 something that we know ultimately is going to<br/> 7 require all the board to act on and it's<br/> 8 something that can't wait until the next<br/> 9 monthly meeting, then I would either call or<br/> 10 email each board member individually to<br/> 11 discuss it with them.<br/> 12 CHAIRMAN MILLS: Okay. All in favor.<br/> 13 (All board members signify in the<br/> 14 affirmative.)<br/> 15 (Motion passes.)<br/> 16 MR. ROSS: And the last thing I had was,<br/> 17 this laundry list of stuff that I threw out<br/> 18 there, I just have the same anxiety that<br/> 19 everybody does. I don't want to miss<br/> 20 something. We want to make sure we cover<br/> 21 everything. But just because I put it on this<br/> 22 list doesn't mean we need to take it up now.<br/> 23 I think a fair number of these items<br/> 24 really wouldn't come to fruition until we know<br/> 25 we have a signed contract. So I feel very</p> | <p style="text-align: right;">Page 140</p> <p>1 larger.<br/> 2 So my general question is, is the<br/> 3 analysis looking at, you know, how bad things<br/> 4 could be, or the other side of it is, you<br/> 5 know, why aren't so many other private<br/> 6 investors so interested not from a real estate<br/> 7 standpoint, but it is a golf course for the<br/> 8 last several years, why have they been so<br/> 9 interested in this golf course?<br/> 10 And those things are beyond simply<br/> 11 purchasing the golf course. They're about<br/> 12 reinvestment and about what you can do in the<br/> 13 long run.<br/> 14 So my general question is, will that<br/> 15 analysis include that and not just focusing on<br/> 16 the potential downside.<br/> 17 CHAIRMAN MILLS: And my sense -- and<br/> 18 anybody can chime in as well -- we've had<br/> 19 conversations about things like capital<br/> 20 improvements and what it would take to go from<br/> 21 a currently net operating loss to a profit,<br/> 22 and those will be all part of when we get<br/> 23 further down the road, things that we'll look<br/> 24 for the consultants and others to provide<br/> 25 feedback and guidance on what we can do to</p> |

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| <p style="text-align: right;">Page 141</p> <p>1 improve it from property to --</p> <p>2 MR. GILLIS: The motives of the</p> <p>3 consultants may not be what community want</p> <p>4 long term. That's why I suggest some other</p> <p>5 input.</p> <p>6 CHAIRMAN MILLS: We had a conversation</p> <p>7 at the workshop, Reggie, again, further down</p> <p>8 the road of if, in fact, at the conclusion of</p> <p>9 this due diligence we do ultimately purchase</p> <p>10 the property, at that point it would be</p> <p>11 appropriate to engage a resident advisory</p> <p>12 board that would help us with those kinds of</p> <p>13 issues.</p> <p>14 As Mr. Ross stated previously, it's</p> <p>15 premature now to do that for a lot of reasons,</p> <p>16 but if we become the owners, that's the time</p> <p>17 when we'll look to folks like yourself maybe</p> <p>18 or, you know, some other folks that have some</p> <p>19 good input and can provide that to us.</p> <p>20 So I think that's further down the road.</p> <p>21 MS. GRIFFITH: Can I add, though, to</p> <p>22 that?</p> <p>23 I agree the golf course has tremendous</p> <p>24 potential. I think that's why we had Green</p> <p>25 Golf partners show their interest in the golf</p> | <p style="text-align: right;">Agenda Page 92<br/>Page 143</p> <p>1 the intent is you really want to purchase the</p> <p>2 golf course.</p> <p>3 Do we -- do you currently hold the right</p> <p>4 of first refusal?</p> <p>5 MS. McCORMICK: Not now.</p> <p>6 CHAIRMAN MILLS: Not currently, no.</p> <p>7 MR. JOHNSON: So what happens if someone</p> <p>8 walks down with a check?</p> <p>9 CHAIRMAN MILLS: One of the reasons we</p> <p>10 want to get -- we're going to attempt to get</p> <p>11 it under the contract.</p> <p>12 Our understanding is that it would give</p> <p>13 us the ability to go through the due</p> <p>14 diligence, but, you know --</p> <p>15 MR. CHESNEY: I think if that happens,</p> <p>16 we're in the same situation we currently are.</p> <p>17 We have a private owner that owns the golf</p> <p>18 course in Westchase.</p> <p>19 MR. JOHNSON: So you don't know what he</p> <p>20 want to do with it.</p> <p>21 CHAIRMAN MILLS: Yes. Correct.</p> <p>22 Yes, ma'am.</p> <p>23 MS. COOLIDGE: My name is Lynn Coolidge,</p> <p>24 and I live at 12109 Glendcliff Circle. My</p> <p>25 question is related to the lack of line items</p>   |
| <p style="text-align: right;">Page 142</p> <p>1 course. We have heard from numerous residents</p> <p>2 with regard to their ideas of what they would</p> <p>3 do. I know what I would do.</p> <p>4 So I would say, talk to Zack and his</p> <p>5 team. It sounds like they're in it to turn</p> <p>6 this thing around and make it the best golf</p> <p>7 course it can be.</p> <p>8 I would say also to the residents, stop</p> <p>9 going to the Eagles, golf local. Right? So</p> <p>10 with that said, I would say that for the next</p> <p>11 four years, Zack -- you know, Zack is our guy</p> <p>12 to help us turn this around whether we own it</p> <p>13 or not.</p> <p>14 We want -- we do want to see that golf</p> <p>15 course turn around.</p> <p>16 CHAIRMAN MILLS: Okay. Moving along,</p> <p>17 we're going to go back up to the field</p> <p>18 manager's report.</p> <p>19 MR. MAYS: You've got another comment</p> <p>20 over there, Mr. Mills.</p> <p>21 CHAIRMAN MILLS: Oh, I'm sorry.</p> <p>22 MR. JOHNSON: Ross Johnson (phonetic)</p> <p>23 12409 Asheville. I had to miss the first part</p> <p>24 of the meeting. But given the discussion in</p> <p>25 the first part of the meeting, it seems like</p>                            | <p style="text-align: right;">Page 144</p> <p>1 on this long list on the subject of the</p> <p>2 discussion of the golf course and the</p> <p>3 establish protocol of identifying and</p> <p>4 evaluating possible future uses of the golf</p> <p>5 course property.</p> <p>6 Does that mean other than a golf course?</p> <p>7 CHAIRMAN MILLS: Do you want to address</p> <p>8 that?</p> <p>9 MR. ROSS: I'm the one who put that on</p> <p>10 the list. There has been discussion by some</p> <p>11 residents that they think that the use should</p> <p>12 be something other than a golf course, and so</p> <p>13 that those people feel like they have a voice,</p> <p>14 I think they should have the opportunity to</p> <p>15 articulate that.</p> <p>16 So, yes, that's what it is intended to</p> <p>17 say, that once we get to that point -- and</p> <p>18 we're not there -- we're not there -- so, for</p> <p>19 example, if we make an offer and we're turned</p> <p>20 down and the person sells it to somebody else,</p> <p>21 there is no sense in wasting time and energy</p> <p>22 talking about that.</p> <p>23 But once we get to whatever appropriate</p> <p>24 point in time, I think we should make sure</p> <p>25 that everybody feels like they had a chance to</p> |

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| <p style="text-align: right;">Page 145</p> <p>1 give their two cents as to what their<br/>2 particular vision is.<br/>3 MS. COOLIDGE: It won't be used for<br/>4 housing? It will for uses other than housing?<br/>5 MR. ROSS: If I could complete my<br/>6 thought, and thank you for sharpening my too<br/>7 broad of an answer, one of the reasons that I<br/>8 have advocated the pursuit of the golf course<br/>9 for exactly what you're saying, I don't want<br/>10 personally an outside interest determining what<br/>11 is the future use of that golf course, and<br/>12 specifically the example that you gave, some<br/>13 sort of multi-family housing, whether it's<br/>14 apartments, condos or whatever.<br/>15 And we can debate how likely or unlikely<br/>16 that might be, but I don't want that to<br/>17 happen, and I don't think that's in the best<br/>18 interest of the community.<br/>19 So when I talk about alternative uses,<br/>20 the most common one that I've heard is, some<br/>21 other form of recreational use.<br/>22 In fact, the district can only buy it if<br/>23 it was recreational. We can't engage in money-<br/>24 making ventures like developing ventures like<br/>25 developing apartments and stuff like that.</p> | <p style="text-align: right;">Agenda Page 93<br/>Page 147</p> <p>1 appreciated if we had some kind of fencing or<br/>2 something to kind of make our Sunday<br/>3 afternoons a little nicer without extra<br/>4 (inaudible).<br/>5 My second point is, I can't always make<br/>6 it to meetings. Are we going to have a very<br/>7 good way of communicating to the community,<br/>8 updates about this process, I'm assuming the<br/>9 minutes are available on the website or<br/>10 something?<br/>11 CHAIRMAN MILLS: Yes, they are. And<br/>12 Chris Barrett is here from the WOW, and he<br/>13 reports on a regular basis.<br/>14 MS. BUCHANAN: Okay.<br/>15 MR. BARRETT: It's thrown in front of<br/>16 your house.<br/>17 MS. COOLIDGE: I read it religiously.<br/>18 MR. BARRETT: There was another reader<br/>19 back here before.<br/>20 MS. COOLIDGE: But like an email update<br/>21 to all the residents, because I know half my<br/>22 neighbors aren't here.<br/>23 So how are we going to be kept abreast<br/>24 of all of this, especially if there is a<br/>25 decision to be made?</p>   |
| <p style="text-align: right;">Page 146</p> <p>1 And so there was some discussion about<br/>2 something like a linear park, a jogging path,<br/>3 a bike path, you know, something like that.<br/>4 MS. COOLIDGE: Thank you.<br/>5 CHAIRMAN MILLS: Sure. Yes, ma'am.<br/>6 MS. BUCHANAN: Suzanne Buchanan, 10429<br/>7 Greenhedges Drive. I really appreciate you<br/>8 guys. This is my first meeting. I have not<br/>9 ever bought a golf course before.<br/>10 It's very enlightening. We live on the<br/>11 sixth fairway, so we get hit a lot. It was a<br/>12 stupid place to buy, but anyway -- but<br/>13 softening the course would be awesome.<br/>14 I don't know if you guys give out any<br/>15 decorum information to play. We've notice<br/>16 that some of the language and behavior has<br/>17 been somewhat interesting, to say the least.<br/>18 We've had people in our backyards<br/>19 looking for balls, and I've been like, "Excuse<br/>20 me, this is private property," and we've been<br/>21 given the middle finger at times and filthy<br/>22 language.<br/>23 So if we were to buy it, if we could<br/>24 have -- if we're going to pay more money to<br/>25 live on the course, it would be really</p>                                     | <p style="text-align: right;">Page 148</p> <p>1 CHAIRMAN MILLS: Well, as we stated<br/>2 earlier, we are not able to communicate with<br/>3 each other between meetings, so it really is<br/>4 going to be at meetings like this where we<br/>5 conduct this business and continue this<br/>6 process in the open for everyone that is so<br/>7 inclined and/or is reported on ably by the<br/>8 WOW.<br/>9 So, yes, sir.<br/>10 MR. JOHNSON: Back to my first question<br/>11 on the right of first refusal, if someone were<br/>12 to make an offer in the next short period of<br/>13 time, what is the status of the golf course<br/>14 for zoning, given the fact that if someone<br/>15 said, "I'm going to buy the place" and want to<br/>16 built a bunch of houses or residential?<br/>17 Is the golf course a separate zoning<br/>18 situation that they would be prevented from<br/>19 doing that without going before the<br/>20 Hillsborough County Board?<br/>21 MS. McCORMICK: Well, all of the<br/>22 Westchase community is part of one planned<br/>23 development zoning district, and the golf<br/>24 course property currently is zoned as a golf<br/>25 course.</p> |

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| <p style="text-align: right;">Page 149</p> <p>1 So in order for them to do a difficult</p> <p>2 use on the property, they would have to apply</p> <p>3 for a modification of the planned development.</p> <p>4 MR. JOHNSON: So it would have to go</p> <p>5 before the Hillsborough County board.</p> <p>6 MS. McCORMICK: Yes, it would have to go</p> <p>7 before the board of county commissioners.</p> <p>8 MR. JOHNSON: So you could object to it</p> <p>9 if you want to.</p> <p>10 CHAIRMAN MILLS: Yes. Mr. O'Brien.</p> <p>11 MR. O'BRIEN: In view of the fact there</p> <p>12 is six months involved here, my suggestion is</p> <p>13 that the day when -- if it is signed in six</p> <p>14 months from today or whatever, say, the end of</p> <p>15 August or something, it's signed.</p> <p>16 You know, Westchase residents should see</p> <p>17 that new vision starting from that day. So my</p> <p>18 suggestion is, it may -- and it's just a</p> <p>19 suggestion -- that the first three months</p> <p>20 should be exploring and due diligence and all</p> <p>21 that, but then by the end of that halfway</p> <p>22 period, after three months, we should be</p> <p>23 getting closer, saying, "Yeah, we can do this.</p> <p>24 We an make this happen."</p> <p>25 And the second three months would be,</p> | <p style="text-align: right;">Agenda Page 94<br/>Page 151</p> <p>1 project to library -- those little take-a-book</p> <p>2 and give-a-book libraries like the one we have</p> <p>3 already in West Park Village.</p> <p>4 He would like to put one in Glenclyff</p> <p>5 Park and one in Baybridge Park. And I told</p> <p>6 him I would bring it to the board's attention.</p> <p>7 I think it's a good idea. The one in West</p> <p>8 Park Village has been very successful, and the</p> <p>9 more we can, you know, get these kids out</p> <p>10 reading, the better it is for the community</p> <p>11 and children themselves.</p> <p>12 So I would like to see if the board</p> <p>13 would be interested in approving that for</p> <p>14 George.</p> <p>15 CHAIRMAN MILLS: Mr. Ross.</p> <p>16 MR. ROSS: I move that we approve the</p> <p>17 request with the proviso that the field</p> <p>18 manager work with the resident in implementing</p> <p>19 and making sure that all appropriate</p> <p>20 precautions are undertaken.</p> <p>21 MR. LEWIS: Second.</p> <p>22 CHAIRMAN MILLS: Second by Mr. Lewis.</p> <p>23 MR. MAYS: And I did forget to mention</p> <p>24 that he is raising the funds to prepare for --</p> <p>25 to prepare for the whole project, so he</p> |
| <p style="text-align: right;">Page 150</p> <p>1 let's get operational and let's get all these</p> <p>2 things get done so that on day one when we</p> <p>3 sign -- when Westchase signs, that the course</p> <p>4 will be -- some changes will be made, but that</p> <p>5 a lot of benefits would start flowing that</p> <p>6 first day that Westchase takes it over.</p> <p>7 And, now, if we're just going to wait</p> <p>8 until we sign and say, you know, what -- I'm</p> <p>9 saying, I think it's not a good thing just to</p> <p>10 hold back for six months and not get stuff</p> <p>11 done in the meantime to make it operational</p> <p>12 and make it better.</p> <p>13 CHAIRMAN MILLS: Thank you. Okay.</p> <p>14 Let's move on to the manager's report.</p> <p>15 MR. MENDENHALL: Field report.</p> <p>16 CHAIRMAN MILLS: Field report.</p> <p>17 MR. MAYS: Just a couple of minor</p> <p>18 things. As we talked about it in the workshop</p> <p>19 the other day, the Eagle Scout project that</p> <p>20 George Doster was working on I think has ran</p> <p>21 into some issues and some time restraints for</p> <p>22 him to get it done in time, so he has asked me</p> <p>23 to tell the board -- or asked the board for</p> <p>24 permission.</p> <p>25 He would like to change his Eagle Scout</p>       | <p style="text-align: right;">Page 152</p> <p>1 wouldn't need any help from the board.</p> <p>2 CHAIRMAN MILLS: Okay. We have a</p> <p>3 motion, seconded. Any 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: Motion passes five to</p> <p>9 zero.</p> <p>10 (Motion passes.)</p> <p>11 MR. MAYS: The second thing is, is</p> <p>12 nothing really pertaining to, you know, not</p> <p>13 necessarily my job, but just want to bring up</p> <p>14 something.</p> <p>15 Earlier, the board discussed a lot about</p> <p>16 landscaping when Neale was here, and I didn't</p> <p>17 feel like it was the time to bring it up with</p> <p>18 all the residents here, because they were in a</p> <p>19 hurry, a lot of them wanted to get out of</p> <p>20 here, they wanted to talk about the golf.</p> <p>21 But I have been here a long time. I</p> <p>22 have been through every landscape company</p> <p>23 that's been out here. I've had -- probably</p> <p>24 for every complaint you've got, I've got two</p> <p>25 compliments from residents that think this</p>   |

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| <p style="text-align: right;">Page 153</p> <p>1 community is a beautiful community.</p> <p>2 They come to our office as new residents</p> <p>3 and like to tell us, you know, they bought in</p> <p>4 this community because of how well it's</p> <p>5 maintained.</p> <p>6 Yes, all the landscape companies that</p> <p>7 we've had on this property the 13 years that</p> <p>8 I've been here, they'll leave a weed or two</p> <p>9 around, there will be a weed in the bush.</p> <p>10 Nobody is perfect on this stuff. I can</p> <p>11 probably go to you all's houses and pick them</p> <p>12 apart, too, and my understanding is, that's</p> <p>13 what Neale was here to do.</p> <p>14 Yes, we have outdated plant material,</p> <p>15 and that's what we're here to do, re-landscape</p> <p>16 the property, make some changes, put a few</p> <p>17 dollars into this property.</p> <p>18 But under my -- I mean, I feel like</p> <p>19 Davey has done a good job for this property</p> <p>20 for the cost, with the amount of staff that</p> <p>21 they have. And I just wanted to let the board</p> <p>22 know that that's my feelings on how this</p> <p>23 community looks. So just want to put that out</p> <p>24 there.</p> <p>25 CHAIRMAN MILLS: Thank you.</p> | <p style="text-align: right;">Agenda Page 95<br/>Page 155</p> <p>1 CHAIRMAN MILLS: Okay.</p> <p>2 MR. LEWIS: -- provided that it's very</p> <p>3 similar to last year.</p> <p>4 MS. WHYTE: Yes, it is. I have all the</p> <p>5 insurances and everything. I will be getting</p> <p>6 all of that if the board so approves it.</p> <p>7 MS. GRIFFITH: Second.</p> <p>8 CHAIRMAN MILLS: Second by Ms. Griffith.</p> <p>9 Any discussion?</p> <p>10 (No response.)</p> <p>11 CHAIRMAN MILLS: All in favor.</p> <p>12 (All board members signify in the</p> <p>13 affirmative.)</p> <p>14 CHAIRMAN MILLS: Five to zero.</p> <p>15 (Motion passes.)</p> <p>16 MS. WHYTE: Thank you. You've all seen</p> <p>17 the little report I sent out this afternoon.</p> <p>18 Anybody have any question on that?</p> <p>19 (No response.)</p> <p>20 MS. WHYTE: It was very brief.</p> <p>21 Basically Baybridge Park, all that is</p> <p>22 completed. We're meeting with Dynamo Canada.</p> <p>23 Where is Erin? It was sent out this afternoon</p> <p>24 onto DropBox.</p> <p>25 CHAIRMAN MILLS: By email or just</p>   |
| <p style="text-align: right;">Page 154</p> <p>1 MR. MAYS: And I think Sonny's got a</p> <p>2 couple of things that she needs to address</p> <p>3 also.</p> <p>4 MS. WHYTE: Again, my apologies for the</p> <p>5 lateness in getting everything back to you. I</p> <p>6 had a family emergency.</p> <p>7 Irish 31 has requested, March 10th, to</p> <p>8 use the West Park Village Center Park for a</p> <p>9 free community-wide event. They hosted it</p> <p>10 last year, and they would like the board's</p> <p>11 blessing to allow them to do it again this</p> <p>12 year.</p> <p>13 It was a very successful event last</p> <p>14 year. It is a little larger this year.</p> <p>15 There's going to be -- my understanding is</p> <p>16 they're involved with the Lightning, they're</p> <p>17 involved with the Tampa Bay Bucs.</p> <p>18 They're going to be joining along with</p> <p>19 some events, but it is a free community event,</p> <p>20 March 10th, from 12:00 till 4:00, West Park</p> <p>21 Village, if the board chooses to approve the</p> <p>22 usage.</p> <p>23 CHAIRMAN MILLS: Motion?</p> <p>24 MR. LEWIS: I'll make the motion to</p> <p>25 approve --</p>  | <p style="text-align: right;">Page 156</p> <p>1 DropBox?</p> <p>2 MS. WHYTE: Just on DropBox, under</p> <p>3 "Field Office Report."</p> <p>4 CHAIRMAN MILLS: Oh, okay.</p> <p>5 MS. WHYTE: We're meeting with Dynamo</p> <p>6 tomorrow morning at 11:00. The people from</p> <p>7 Canada are in. They're also, my</p> <p>8 understanding, bringing the gentleman who did</p> <p>9 the Pour and Play, so we'll have a better</p> <p>10 answer or an update for you at next month's</p> <p>11 meeting.</p> <p>12 But we're meeting with them tomorrow.</p> <p>13 Hold on. My computer keeps going to sleep.</p> <p>14 Keswick Forest subdivision over here off of</p> <p>15 Countryway have approached Doug and our office</p> <p>16 to put some lighting in, where they've asked</p> <p>17 us to explore solar.</p> <p>18 So we're working on giving them some</p> <p>19 ideas on cost. We did mention to them that</p> <p>20 they might want to wait to see where the board</p> <p>21 goes with their future projects, but, at this</p> <p>22 point, they just wanted an update as to</p> <p>23 financially how much it would be so that they</p> <p>24 can go to their community and say, "Would you</p> <p>25 be interested in spending this type of money"</p> |

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| <p style="text-align: right;">Page 157</p> <p>1 within their community. Again, it's an update<br/> 2 we can give you in the future.<br/> 3 MR. CHESNEY: Did we charge Radcliffe<br/> 4 for theirs specifically?<br/> 5 MS. WHYTE: Yes. Yes. They were the<br/> 6 first community.<br/> 7 MR. CHESNEY: I know we did signs and<br/> 8 stuff --<br/> 9 MS. WHYTE: We did the Vineyards as<br/> 10 well. We just did the Vineyards. They paid<br/> 11 for it out of their account.<br/> 12 And then, of course, lastly, the biggest<br/> 13 one is West Park Village. I uploaded Arete<br/> 14 Industries proposal, which is a company that<br/> 15 has given us a proposal to put in the new<br/> 16 signage for West Park Village.<br/> 17 And I would like the -- if we go forward<br/> 18 with this, I would also like the board's<br/> 19 blessing. The county is willing to give us<br/> 20 the signage that we need. In this particular<br/> 21 case, 62 stop signs, 25 speed limits signs --<br/> 22 and I'll give you the list -- handicapped<br/> 23 signs, do not enter signs, one way signs, all<br/> 24 of that, as long as we supply them with a<br/> 25 letter of letting them know what we're doing</p>   | <p style="text-align: right;">Agenda Page 96<br/>Page 159</p> <p>1 you're --<br/> 2 MR. LEWIS: Yes, maybe it was. I just<br/> 3 remember there being -- it's not just a "Bam."<br/> 4 MS. WHYTE: No. I did look at their<br/> 5 fund balance, and I did request, as I<br/> 6 indicated earlier, Mary, who is our accountant,<br/> 7 to give me an unassigned fund balance, because<br/> 8 they also -- we assess for the alleyways, so<br/> 9 I'm just waiting to hear those numbers.<br/> 10 They do have a very good fund balance.<br/> 11 So it might not be as bad as we originally<br/> 12 thought.<br/> 13 MR. CHESNEY: I think the reason they<br/> 14 have a good fund balance, too, is I think we<br/> 15 -- the alleyway came in less than proposed.<br/> 16 MS. WHYTE: Yeah, there was -- so once I<br/> 17 have those numbers, it will give -- I was kind<br/> 18 of hoping to get them from her today, but I,<br/> 19 at this point, when I left the office, I<br/> 20 hadn't received them.<br/> 21 MS. GRIFFITH: And, Sonny, did you say<br/> 22 when the work would be done?<br/> 23 MS. WHYTE: We can go forth -- once I<br/> 24 commit to the county, once I send that letter<br/> 25 to the county, they'll fabricate the signs, I</p> |
| <p style="text-align: right;">Page 158</p> <p>1 them, which is pretty straight forward.<br/> 2 We're going to be adding them to the<br/> 3 balance of the Arete Industries proposal,<br/> 4 which comes in at a final amount of one thirty<br/> 5 four nine twenty five. That is the DOT<br/> 6 requirement for all signages in West Park<br/> 7 Village due to the standards have changed<br/> 8 since they were implemented.<br/> 9 We cannot use the existing signs. All<br/> 10 code has changed. So any discussions from the<br/> 11 board, any feedback, anything you would like<br/> 12 me to work on or not work on?<br/> 13 MR. LEWIS: Did I recall from last<br/> 14 month's meeting or the meeting before that we<br/> 15 are maybe looking to maybe do that in stages?<br/> 16 MS. WHYTE: Unfortunately, it would be<br/> 17 very difficult to do that. The cost would go<br/> 18 up substantially, because you're going to<br/> 19 split it up into sections. It would be the<br/> 20 installation price would go up considerably.<br/> 21 MR. CHESNEY: I think I might have made<br/> 22 the suggestion that we can charge the<br/> 23 residents over a number of years.<br/> 24 MR. LEWIS: Okay.<br/> 25 MR. CHESNEY: That might have been what</p> | <p style="text-align: right;">Page 160</p> <p>1 will then commit to Arete Industries and have<br/> 2 them order the parts.<br/> 3 I would probably say -- Doug, what do we<br/> 4 usually look at? Six to eight weeks?<br/> 5 MR. MAYS: Six to eight weeks.<br/> 6 MS. WHYTE: Usually when you're ordering<br/> 7 parts and stuff like that, it's six to eight<br/> 8 weeks. I will -- I've already talked to<br/> 9 Tonja. Tonja is familiar with this proposal.<br/> 10 MS. MCCORMICK: Are we paying sales tax<br/> 11 on this, or is --<br/> 12 MS. WHYTE: Not that I'm aware of.<br/> 13 MS. MCCORMICK: So we're purchasing this<br/> 14 directly from Arete --<br/> 15 MS. WHYTE: Yes.<br/> 16 MS. MCCORMICK: -- the signage?<br/> 17 MS. WHYTE: Yes.<br/> 18 MS. MCCORMICK: So we should be able to<br/> 19 use our tax exempt I.D. number, so we don't<br/> 20 pay sales tax.<br/> 21 MS. WHYTE: Yes.<br/> 22 MS. MCCORMICK: And so I would recommend<br/> 23 that we also put this, though, in a standard<br/> 24 form of contract that the district uses.<br/> 25 Is that what we're planning on doing, as</p>   |



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| <p style="text-align: right;">Page 161</p> <p>1 opposed to just signing the proposal?</p> <p>2 MS. WHYTE: Usually when we do things</p> <p>3 like -- we have not done that before, I don't</p> <p>4 believe, that I'm aware of --</p> <p>5 MS. McCORMICK: Yeah, we should --</p> <p>6 MS. WHYTE: -- but if you can --</p> <p>7 certainly it's up to the board's decision as</p> <p>8 to how you want to handle it.</p> <p>9 CHAIRMAN MILLS: There are no taxes on</p> <p>10 the quote?</p> <p>11 MS. WHYTE: No.</p> <p>12 MS. McCORMICK: It doesn't -- no, it</p> <p>13 doesn't look like --</p> <p>14 MS. WHYTE: We've worked with them on</p> <p>15 many of our other signages. They actually did</p> <p>16 the bridge signage and stuff like that, this</p> <p>17 company.</p> <p>18 CHAIRMAN MILLS: And, Erin, we did</p> <p>19 confirm that this is under the RFP-required</p> <p>20 threshold dollar amount.</p> <p>21 MS. McCORMICK: Right. It is.</p> <p>22 MS. WHYTE: Correct.</p> <p>23 CHAIRMAN MILLS: And the board did</p> <p>24 previously identify this as a reflectivity</p> <p>25 break-away safety issue --</p>   | <p style="text-align: right;">Agenda Page 97<br/>Page 163</p> <p>1 CHAIRMAN MILLS: Signs.</p> <p>2 MR. ROSS: Signs. Thank you.</p> <p>3 MS. GRIFFITH: Second.</p> <p>4 CHAIRMAN MILLS: Second by Ms. Griffith.</p> <p>5 Any discussion?</p> <p>6 MR. CHESNEY: Can I ask, do you know</p> <p>7 what the fund balance is currently? You said</p> <p>8 it was healthy.</p> <p>9 MS. WHYTE: It was healthy. It's in the</p> <p>10 hundred and ten and up.</p> <p>11 MR. CHESNEY: The total?</p> <p>12 MS. WHYTE: Uh-huh, which Andy can</p> <p>13 probably --</p> <p>14 MR. MENDENHALL: I might have it.</p> <p>15 MS. WHYTE: I have it on -- I can pull</p> <p>16 it up if you don't have it handy. I believe</p> <p>17 it was in the -- it's one of the -- it's not</p> <p>18 105. Keep going.</p> <p>19 MR. MENDENHALL: Let's see here.</p> <p>20 MS. WHYTE: It's this one. 32A, 4A, 5A.</p> <p>21 So that's about --</p> <p>22 MR. CHESNEY: Well, why don't you break</p> <p>23 it out?</p> <p>24 MR. MENDENHALL: Well, that's --</p> <p>25 MS. WHYTE: Well, that's unassigned, so</p>   |
| <p style="text-align: right;">Page 162</p> <p>1 MS. WHYTE: Oh, absolutely. Some of the</p> <p>2 signs are --</p> <p>3 CHAIRMAN MILLS: -- in case of emergency</p> <p>4 to move forward. And so it sounds like all</p> <p>5 the pieces are falling into place between the</p> <p>6 county assisting with the signage. They can</p> <p>7 provide the number coming in under a</p> <p>8 threshold, so --</p> <p>9 MS. WHYTE: As you can see, the original</p> <p>10 proposal had the numbers -- we thought it</p> <p>11 would come in much higher, but the discount on</p> <p>12 the signs alone that we're getting from the</p> <p>13 county is almost \$16,000 --</p> <p>14 CHAIRMAN MILLS: Okay.</p> <p>15 MS. WHYTE: -- which is a substantial</p> <p>16 savings.</p> <p>17 CHAIRMAN MILLS: Okay. Mr. Ross.</p> <p>18 MR. ROSS: I move that we authorize the</p> <p>19 execution of a contract in accordance with</p> <p>20 legal counsel's recommendation for proceeding</p> <p>21 with the project, and then in that regard,</p> <p>22 authorizing the provision of the letter to the</p> <p>23 county to obtain the product -- approved</p> <p>24 product. I don't know the right term or</p> <p>25 whatever --</p> | <p style="text-align: right;">Page 164</p> <p>1 it's close to that, depending on what --</p> <p>2 MR. MENDENHALL: Well, it depends. It</p> <p>3 depends, because you have tax revenue dollars</p> <p>4 that come in also that drops into that number.</p> <p>5 We can find out.</p> <p>6 MR. CHESNEY: You didn't say an amount.</p> <p>7 MR. MENDENHALL: Oh, I'm sorry. I</p> <p>8 thought Sonny had said it to you.</p> <p>9 Currently it looks like you have 70,868</p> <p>10 as the excess -- well --</p> <p>11 MS. WHYTE: It's very difficult to read</p> <p>12 that.</p> <p>13 MR. CHESNEY: Well, you can tell me all</p> <p>14 the numbers, too.</p> <p>15 MR. MENDENHALL: Yes. Your ending fund</p> <p>16 balance is one eighty three one seventy two,</p> <p>17 but that's going to include --</p> <p>18 MR. CHESNEY: I understand.</p> <p>19 MR. MENDENHALL: -- all your tax</p> <p>20 revenues that come in --</p> <p>21 MR. CHESNEY: I understand.</p> <p>22 MR. MENDENHALL: -- so far.</p> <p>23 MR. CHESNEY: All your tax revenues that</p> <p>24 come in --</p> <p>25 MR. MENDENHALL: Yeah, because when you</p> |

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| <p style="text-align: right;">Page 165</p> <p>1 get --</p> <p>2 MR. CHESNEY: Oh, because we're in the</p> <p>3 time period that's collecting money. Okay.</p> <p>4 MR. MENDENHALL: We're in the six months</p> <p>5 that we're collecting checks.</p> <p>6 MS. WHYTE: It's a good, healthy --</p> <p>7 MR. CHESNEY: What is the breakout,</p> <p>8 though, between the alleyways and unassigned?</p> <p>9 MR. MENDENHALL: This doesn't have the</p> <p>10 unassigned.</p> <p>11 MS. WHYTE: Doesn't have the unassigned.</p> <p>12 That's why I asked for it.</p> <p>13 MR. CHESNEY: 183,000, that's fairly</p> <p>14 substantial since you just paved it.</p> <p>15 MR. MENDENHALL: Yeah.</p> <p>16 CHAIRMAN MILLS: Okay. Any further</p> <p>17 discussion?</p> <p>18 (No response.)</p> <p>19 CHAIRMAN MILLS: All in favor.</p> <p>20 (All board members signify in the</p> <p>21 affirmative.)</p> <p>22 CHAIRMAN MILLS: Passes five to zero.</p> <p>23 MS. WHYTE: Thank you.</p> <p>24 (Motion passes.)</p> <p>25 MS. WHYTE: And lastly but not least,</p>  | <p style="text-align: right;">Agenda Page 98<br/>Page 167</p> <p>1 then disassembling them, so the idea was to</p> <p>2 have shade structures for the kids.</p> <p>3 And I will say despite not reading the</p> <p>4 feedback, I'm actually withdrawing my</p> <p>5 proposal.</p> <p>6 MS. WHYTE: Okay.</p> <p>7 MS. GRIFFITH: I've had a change of</p> <p>8 heart.</p> <p>9 CHAIRMAN MILLS: And we deferred this</p> <p>10 from last month because you were not present,</p> <p>11 so --</p> <p>12 MS. GRIFFITH: Thank you. Yes.</p> <p>13 MR. LEWIS: And I did follow up with the</p> <p>14 WSA, and they were in favor of it, but --</p> <p>15 MS. GRIFFITH: They were. They were,</p> <p>16 but --</p> <p>17 CHAIRMAN MILLS: Okay. Thank you.</p> <p>18 Sonny, anything else?</p> <p>19 MS. WHYTE: No.</p> <p>20 AUDIENCE SPEAKER: Does that means it's</p> <p>21 not going to happen?</p> <p>22 CHAIRMAN MILLS: That's correct.</p> <p>23 AUDIENCE SPEAKER: Oh, okay.</p> <p>24 CHAIRMAN MILLS: That request has been</p> <p>25 withdrawn.</p>  |
| <p style="text-align: right;">Page 166</p> <p>1 last month Doug was asked to get shade</p> <p>2 structures pricing proposals. Just FYI, I've</p> <p>3 sent them off. I received a phone call</p> <p>4 yesterday from the voting member of Glenclyff,</p> <p>5 and I uploaded it to your DropBox.</p> <p>6 The resident said she polled, we're not</p> <p>7 in favor of a shade structure at the -- just</p> <p>8 their opinion is, they do not want to see it.</p> <p>9 They are not in favor of it.</p> <p>10 So I put her email onto your DropBox</p> <p>11 files for you to review.</p> <p>12 MS. GRIFFITH: So I have not seen that</p> <p>13 email.</p> <p>14 MS. WHYTE: Literally, I just got it</p> <p>15 earlier, and I uploaded it, so --</p> <p>16 MS. GRIFFITH: So I hadn't seen it.</p> <p>17 But, first of all, thank you for doing that,</p> <p>18 taking the time and getting the quote for the</p> <p>19 shade structures.</p> <p>20 I did meet with a couple of Glenclyff</p> <p>21 residents and explained sort of the logic</p> <p>22 behind wanting to put shade structures --</p> <p>23 proposing shade structures at Glenclyff.</p> <p>24 During the soccer games you see coaches</p> <p>25 sort of bringing in these tent structures and</p> | <p style="text-align: right;">Page 168</p> <p>1 MR. LEWIS: I have a question. Doug,</p> <p>2 any more follow-up on a potential slide there</p> <p>3 at Glenclyff?</p> <p>4 MR. MAYS: That's what we're going to</p> <p>5 talk about tomorrow.</p> <p>6 MS. WHYTE: Tomorrow.</p> <p>7 MR. LEWIS: Oh, you are. Okay.</p> <p>8 MS. WHYTE: We'll get to those</p> <p>9 proposals.</p> <p>10 MR. MAYS: That's one of the</p> <p>11 representatives from Dynamo is coming down to</p> <p>12 look at that and the repair.</p> <p>13 MR. LEWIS: Gotcha. Thank you.</p> <p>14 MS. WHYTE: He's prepared to bring a</p> <p>15 proposal and a design and everything with him.</p> <p>16 MR. LEWIS: Great.</p> <p>17 CHAIRMAN MILLS: Anything else?</p> <p>18 MS. WHYTE: Not from us, unless you have</p> <p>19 something for us.</p> <p>20 AUDIENCE SPEAKER: I would like to say</p> <p>21 that Glenclyff Park, it's amazing how many</p> <p>22 people use that park. It looks like there is</p> <p>23 not much going on there because there is</p> <p>24 usually really not a lot of things in there --</p> <p>25 but it is used all the time. I live on that</p> |

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| <p style="text-align: right;">Page 169</p> <p>1 street. It's great. Lots of happy --</p> <p>2 MS. WHYTE: Thank you.</p> <p>3 MR. MAYS: Yeah, we're seeing it well</p> <p>4 used.</p> <p>5 MS. WHYTE: It's a different type of</p> <p>6 structure. Thank you.</p> <p>7 CHAIRMAN MILLS: At this point on the</p> <p>8 agenda, it's audience comments. Anything we</p> <p>9 have not addressed?</p> <p>10 (No response.)</p> <p>11 CHAIRMAN MILLS: okay. Just checking it</p> <p>12 off.</p> <p>13 Next is supervisor requests. I'll start</p> <p>14 down at the end. Mr. Ross.</p> <p>15 MR. ROSS: I always have to go first.</p> <p>16 I shared this anecdote with Doug Mays,</p> <p>17 and I wanted to share this with the board as</p> <p>18 well.</p> <p>19 I had somebody from the county out</p> <p>20 working on the water meter at my house, and me</p> <p>21 being me I start chit-chatting with the guy,</p> <p>22 and we're talking about all kinds of stuff,</p> <p>23 and we get into the reclaimed work, and on and</p> <p>24 on and on.</p> <p>25 The gentleman didn't know I was a</p>  | <p style="text-align: right;">Agenda Page 99<br/>Page 171</p> <p>1 And I should apologize to you. If anything I</p> <p>2 said in this landscaping process that caused</p> <p>3 you to think I thought you were doing a bad</p> <p>4 job or that the community looked anything less</p> <p>5 than that, shame on me.</p> <p>6 I think we all know me by now. I got a</p> <p>7 craw in my sides about these hedges and about</p> <p>8 some of our parks and some of the performance</p> <p>9 of Davey, but I don't see that as a reflection</p> <p>10 of you.</p> <p>11 I've seen you out there too many times</p> <p>12 working with Davey. I believe you've got a</p> <p>13 good working relationship, but I think there</p> <p>14 is nothing wrong with us being self evaluative</p> <p>15 in saying, hey, we can lift our game.</p> <p>16 So I want to emphasize to you, if in my</p> <p>17 hyperbole or blustering I said something that</p> <p>18 bothered you or upset you, shame on me,</p> <p>19 because I really think you do a great job, and</p> <p>20 the community is very, very fortunate to have</p> <p>21 you on our staff, very, very fortunate.</p> <p>22 That's it.</p> <p>23 CHAIRMAN MILLS: Ms. Griffith.</p> <p>24 MS. GRIFFITH: I was actually -- thank</p> <p>25 you. I agree with that wholeheartedly. In</p> |
| <p style="text-align: right;">Page 170</p> <p>1 supervisor, and he, out of the blue,</p> <p>2 volunteered, "Oh, yeah, we work with the guy</p> <p>3 at the CDD. His name is Doug." And he pays</p> <p>4 this great compliment about how great he is to</p> <p>5 work with, how responsive he is, how good he</p> <p>6 is at providing direction, and just the</p> <p>7 working relationship that they have with them,</p> <p>8 and I'm sure it was Sonny as well.</p> <p>9 You didn't get mentioned. Just Doug got</p> <p>10 mentioned by name. So at some point, I let</p> <p>11 him know I was a supervisor and I appreciated</p> <p>12 the feedback. And it still didn't change his</p> <p>13 opinion of Doug.</p> <p>14 But I just wanted the board to know that</p> <p>15 this pure happenstance incident somebody out</p> <p>16 of the county is saying good stuff about our</p> <p>17 staff and the way they work.</p> <p>18 And related to that, I was listening</p> <p>19 closely to Doug's earlier remarks a few</p> <p>20 minutes about the community. And I'll state</p> <p>21 publicly I agree with him. I think the</p> <p>22 community looks great in the general sense. I</p> <p>23 think it looks beautiful.</p> <p>24 I think when people come through here</p> <p>25 they talk about how good the community looks.</p> | <p style="text-align: right;">Page 172</p> <p>1 fact, on my drive over here today, I saw in</p> <p>2 front of one of the communities that they're</p> <p>3 digging something up.</p> <p>4 And I thought this community always has</p> <p>5 something going on. How do Doug and Sonny</p> <p>6 stay on top of it all? And, you know, when I</p> <p>7 first joined the board, I thought, you know</p> <p>8 what. I'm going to -- I've just been there</p> <p>9 and I'm going to figure it all out.</p> <p>10 And then it didn't take me long for me</p> <p>11 to realize I don't need to. You guys got it,</p> <p>12 so --</p> <p>13 MR. MAYS: We try.</p> <p>14 MS. GRIFFITH: -- thank you.</p> <p>15 CHAIRMAN MILLS: That's it.</p> <p>16 MS. GRIFFITH: That's it.</p> <p>17 CHAIRMAN MILLS: Mr. Lewis.</p> <p>18 MR. BARRETT: When you guys are done, if</p> <p>19 you would come back to audience comments for</p> <p>20 one second, please. It's a nice thing.</p> <p>21 CHAIRMAN MILLS: In that case, maybe.</p> <p>22 MR. LEWIS: I'll go later. Go ahead.</p> <p>23 MR. BARRETT: Thank you. As you know, I</p> <p>24 sent the real estate data to you earlier</p> <p>25 today, those of you who checked your email or</p>  |

|   |  |
|---|--|
| <p style="text-align: right;">Page 173</p> <p>1 not.</p> <p>2 I don't necessarily attribute -- for</p> <p>3 those of you who are wondering, we look at</p> <p>4 real estate values for the March edition of</p> <p>5 the WOW, and for the first time since we've</p> <p>6 expanded into some northwest communities,</p> <p>7 we're looking at north of here.</p> <p>8 And what's really evident to me in</p> <p>9 looking at that data is that Westchase home</p> <p>10 values, in some cases, are significantly</p> <p>11 higher than homes that you would think just</p> <p>12 north of us that are younger and they're also</p> <p>13 neotraditional, you would think they'd be more</p> <p>14 expensive. And on a square-foot basis, the</p> <p>15 homes in the Bridges are more expensive than</p> <p>16 those.</p> <p>17 And I know we had a consultant in</p> <p>18 saying, you know, attributing much of that to</p> <p>19 the fact that we're a golf course community.</p> <p>20 I don't necessarily agree.</p> <p>21 I attribute it to the fact that we have</p> <p>22 a great HOA and a great CDD, and, in</p> <p>23 particular, Doug and Sonny and how much you</p> <p>24 people are on top of things. And I know that,</p> <p>25 you know, I'm the first person to complain</p>                  | <p style="text-align: right;">Agenda Page 160<br/>Page 175</p> <p>1 job, and we appreciate it.</p> <p>2 The last item I have, last month, you</p> <p>3 weren't here, we had a presentation from the</p> <p>4 Kingsford folks about a petition that they</p> <p>5 presented to the board, and I asked Andy to</p> <p>6 follow up with you and make sure you got a</p> <p>7 copy of that and had a conversation with him.</p> <p>8 I explained to them that we couldn't or</p> <p>9 I couldn't have that conversation with you,</p> <p>10 and I just wanted to close the loop on that</p> <p>11 and make sure that commitment I made to them</p> <p>12 was complete.</p> <p>13 MS. GRIFFITH: Yes.</p> <p>14 MR. MENDENHALL: (Moves head up and</p> <p>15 down. )</p> <p>16 CHAIRMAN MILLS: Okay. All right. With</p> <p>17 that, a motion to adjourn would be</p> <p>18 appropriate.</p> <p>19 MR. CHESNEY: So moved.</p> <p>20 CHAIRMAN MILLS: Second.</p> <p>21 MS. GRIFFITH: Second.</p> <p>22 CHAIRMAN MILLS: All in favor.</p> <p>23 (All board members signify in the</p> <p>24 affirmative, and the motion passes.)</p> <p>25 CHAIRMAN MILLS: Thanks, everyone, for</p> |
| <p style="text-align: right;">Page 174</p> <p>1 about how something looks, and I know that</p> <p>2 drives some people crazy, but I wanted to say</p> <p>3 that I looked at those numbers, and I say this</p> <p>4 -- we're a really great community, and it's</p> <p>5 reflected in our home values because of our</p> <p>6 two government agencies that are working on</p> <p>7 behalf of residents.</p> <p>8 I don't say that very often, but I just</p> <p>9 wanted to pay you that compliment.</p> <p>10 CHAIRMAN MILLS: Thank you. Mr. Lewis.</p> <p>11 MR. LEWIS: If this golf course purchase</p> <p>12 goes through, can I operate the mower on the</p> <p>13 fairway?</p> <p>14 CHAIRMAN MILLS: Mr. Chesney.</p> <p>15 MR. LEWIS: That's all I got.</p> <p>16 MR. CHESNEY: I don't have anything.</p> <p>17 CHAIRMAN MILLS: All right. And then</p> <p>18 I'll echo the comments about staff as well.</p> <p>19 You know, because -- to Mr. Ross' point, just</p> <p>20 because we identify things and want them to be</p> <p>21 better doesn't mean they're not good now.</p> <p>22 Right? But, you know, don't come looking for</p> <p>23 weeds in my yard until after this weekend.</p> <p>24 Now I know I've got to get out there and</p> <p>25 make sure I'm okay. But you guys do a great</p> | <p style="text-align: right;">Page 176</p> <p>1 coming tonight.</p> <p>2 (At 7:00 p.m., the meeting adjourns.)</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 <hr/>James P. Mills, Chairman</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>  |

## REPORTER'S CERTIFICATE

STATE OF FLORIDA:  
COUNTY OF HILLSBOROUGH:

I, Kimberly Ann Roberts, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED February 23, 2018.

Kimberly Ann Roberts  
Notary Public  
State of Florida at Large

**2C.**

**Westchase  
Community Development District**

*Financial Report*

*January 31, 2018*

**Prepared by**



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**Westchase  
Community Development District**

**Financial Statements**

**(Unaudited)**

**January 31, 2018**

**Balance Sheet**  
January 31, 2018

| ACCOUNT DESCRIPTION                 | GENERAL<br>FUND (001) | GENERAL<br>FUND -<br>HARBOR<br>LINKS (002) | GENERAL<br>FUND - THE<br>ENCLAVE<br>(003) | GENERAL<br>FUND -<br>SAVILLE<br>ROW (004) | GENERAL<br>FUND -<br>COMMERCIAL<br>ROAD (005) | GENERAL<br>FUND -<br>RADCLIFFE<br>(008) | GENERAL<br>FUND - THE<br>GREENS<br>(102) | GENERAL<br>FUND -<br>STONEBRIDGE<br>(103) |
|-------------------------------------|-----------------------|--|---|---|---|---|--|---|
| <b>ASSETS</b>                       |                       |  |   |   |   |   |  |   |
| Cash - Checking Account             | \$ -                  | \$ -                                       | \$ -                                      | \$ -                                      | \$ -  | \$ -                                    | \$ -                                     | \$ -                                      |
| Accounts Receivable                 | 20,706                | -  | -   | -   | -   | -                                       | -  | -   |
| Due From Other Funds                | 4,059,044             | 259,983                                    | 31,224                                    | 40,402                                    | 22,973  | 810                                     | 524,094                                  | 64,105                                    |
| Investments:                        |                       |  |   |   |   |   |  |   |
| Certificates of Deposit - 12 Months | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Certificates of Deposit - 24 Months | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Certificates of Deposit - 36 Months | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Certificates of Deposit - 9 Months  | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Money Market Account                | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Prepayment Account                  | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Reserve Fund                        | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Revenue Fund                        | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Prepaid Items                       | 117                   | -  | -   | -   | -   | -                                       | -  | -   |
| Deposits                            | 6,403                 | 3,628                                      | 4,043                                     | 20  | -   | -                                       | 7,425                                    | 800                                       |
| <b>TOTAL ASSETS</b>                 | <b>\$ 4,086,270</b>   | <b>\$ 263,611</b>                          | <b>\$ 35,267</b>                          | <b>\$ 40,422</b>                          | <b>\$ 22,973</b>                              | <b>\$ 810</b>                           | <b>\$ 531,519</b>                        | <b>\$ 64,905</b>                          |

**Balance Sheet**  
January 31, 2018

| ACCOUNT DESCRIPTION                          | GENERAL<br>FUND (001) | GENERAL<br>FUND -<br>HARBOR<br>LINKS (002) | GENERAL<br>FUND - THE<br>ENCLAVE<br>(003) | GENERAL<br>FUND -<br>SAVILLE<br>ROW (004) | GENERAL<br>FUND -<br>COMMERCIAL<br>ROAD (005) | GENERAL<br>FUND -<br>RADCLIFFE<br>(008) | GENERAL<br>FUND - THE<br>GREENS<br>(102) | GENERAL<br>FUND -<br>STONEBRIDGE<br>(103) |
|--|-----------------------|--|---|---|---|---|--|---|
| <b><u>LIABILITIES</u></b>                    |                       |  |   |   |   |   |  |   |
| Accounts Payable                             | \$ 15,648             | \$ -                                       | \$ -                                      | \$ 117                                    | \$ -  | \$ -                                    | \$ 14,398                                | \$ -                                      |
| Accrued Expenses                             | 1,496                 | 524  | 1,525                                     | 27  | -   | -                                       | 4,449                                    | 492                                       |
| Sales Tax Payable                            | 64                    | 2  | -   | -   | -   | -                                       | 7  | 4   |
| Deferred Compensation-Current                | 713                   | -  | -   | -   | -   | -                                       | -  | -   |
| Due To Other Funds                           | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| <b>TOTAL LIABILITIES</b>                     | <b>17,921</b>         | <b>526</b>                                 | <b>1,525</b>                              | <b>144</b>                                | <b>-</b>                                      | <b>-</b>                                | <b>18,854</b>                            | <b>496</b>                                |
| <b><u>FUND BALANCES</u></b>                  |                       |  |   |   |   |   |  |   |
| <b>Nonspendable:</b>                         |                       |  |   |   |   |   |  |   |
| Prepaid Items                                | 117                   | -  | -   | -   | -   | -                                       | -  | -   |
| Deposits                                     | 6,403                 | 3,628                                      | 4,043                                     | 20  | -   | -                                       | 7,425                                    | 800                                       |
| <b>Restricted for:</b>                       |                       |  |   |   |   |   |  |   |
| Debt Service                                 | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| Capital Projects                             | -                     | -  | -   | -   | -   | -                                       | -  | -   |
| <b>Assigned to:</b>                          |                       |  |   |   |   |   |  |   |
| Operating Reserves                           | 692,291               | 3,466                                      | 4,372                                     | 2,893                                     | 17  | -                                       | 64,469                                   | 2,571                                     |
| Reserves - Erosion Control                   | 60,000                | -  | -   | -   | -   | -                                       | -  | -   |
| Reserves - Roadways                          | 502,031               | 30,546                                     | -   | 3,686                                     | 4,647   | -                                       | 89,160                                   | 13,787                                    |
| <b>Unassigned:</b>                           | <b>2,807,507</b>      | <b>225,445</b>                             | <b>25,327</b>                             | <b>33,679</b>                             | <b>18,309</b>                                 | <b>810</b>                              | <b>351,611</b>                           | <b>47,251</b>                             |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 4,068,349</b>   | <b>\$ 263,085</b>                          | <b>\$ 33,742</b>                          | <b>\$ 40,278</b>                          | <b>\$ 22,973</b>                              | <b>\$ 810</b>                           | <b>\$ 512,665</b>                        | <b>\$ 64,409</b>                          |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 4,086,270</b>   | <b>\$ 263,611</b>                          | <b>\$ 35,267</b>                          | <b>\$ 40,422</b>                          | <b>\$ 22,973</b>                              | <b>\$ 810</b>                           | <b>\$ 531,519</b>                        | <b>\$ 64,905</b>                          |

**Balance Sheet**  
January 31, 2018

| ACCOUNT DESCRIPTION                 | GENERAL<br>FUND -WEST<br>PARK<br>VILLAGE<br>(323,4,5A,6)<br>(104) | GENERAL<br>FUND -<br>WEST PARK<br>VILLAGE<br>(324-C5)<br>(105) | GENERAL<br>FUND -<br>VINEYARDS<br>(106) | SERIES 2000<br>DEBT<br>SERVICE<br>FUND | SERIES<br>2007-2<br>DEBT<br>SERVICE<br>FUND | SERIES 2007-<br>3 DEBT<br>SERVICE<br>FUND | WESTCHASE<br>UNINSURABLE<br>ASSETS FUND | CLEARING<br>FUND    | TOTAL                |
|-------------------------------------|---|--|---|--|---|---|---|---------------------|----------------------|
| <b>ASSETS</b>                       |   |  |   |  |   |   |   |                     |                      |
| Cash - Checking Account             | \$ -  | \$ -   | \$ -                                    | \$ -                                   | \$ -  | \$ -                                      | \$ -                                    | \$ 2,301,919        | \$ 2,301,919         |
| Accounts Receivable                 | -   | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 20,706               |
| Due From Other Funds                | 171,066   | 23,096   | 167,392                                 | -                                      | -   | -   | -                                       | -                   | 5,364,189            |
| Investments:                        |   |  |   |  |   |   |   |                     |                      |
| Certificates of Deposit - 12 Months | -   | -  | -                                       | -                                      | -   | -   | 271,451                                 | 679,824             | 951,275              |
| Certificates of Deposit - 24 Months | -   | -  | -                                       | -                                      | -   | -   | 413,303                                 | 926,482             | 1,339,785            |
| Certificates of Deposit - 36 Months | -   | -  | -                                       | -                                      | -   | -   | -                                       | 104,196             | 104,196              |
| Certificates of Deposit - 9 Months  | -   | -  | -                                       | -                                      | -   | -   | -                                       | 337,739             | 337,739              |
| Money Market Account                | -   | -  | -                                       | -                                      | -   | -   | -                                       | 1,014,029           | 1,014,029            |
| Prepayment Account                  | -   | -  | -                                       | 2                                      | -   | -   | -                                       | -                   | 2                    |
| Reserve Fund                        | -   | -  | -                                       | 58,500                                 | -   | -   | -                                       | -                   | 58,500               |
| Revenue Fund                        | -   | -  | -                                       | 205,928                                | 270,176                                     | 568,034                                   | -                                       | -                   | 1,044,138            |
| Prepaid Items                       | -   | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 117                  |
| Deposits                            | 18,600  | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 40,919               |
| <b>TOTAL ASSETS</b>                 | <b>\$ 189,666</b>   | <b>\$ 23,096</b>   | <b>\$ 167,392</b>                       | <b>\$ 264,430</b>                      | <b>\$ 270,176</b>                           | <b>\$ 568,034</b>                         | <b>\$ 684,754</b>                       | <b>\$ 5,364,189</b> | <b>\$ 12,577,514</b> |

**Balance Sheet**  
January 31, 2018

| ACCOUNT DESCRIPTION                          | GENERAL<br>FUND -WEST<br>PARK<br>VILLAGE<br>(323,4,5A,6)<br>(104) | GENERAL<br>FUND -<br>WEST PARK<br>VILLAGE<br>(324-C5)<br>(105) | GENERAL<br>FUND -<br>VINEYARDS<br>(106) | SERIES 2000<br>DEBT<br>SERVICE<br>FUND | SERIES<br>2007-2<br>DEBT<br>SERVICE<br>FUND | SERIES 2007-<br>3 DEBT<br>SERVICE<br>FUND | WESTCHASE<br>UNINSURABLE<br>ASSETS FUND | CLEARING<br>FUND    | TOTAL                |
|--|---|--|---|--|---|---|---|---------------------|----------------------|
| <b>LIABILITIES</b>                           |   |  |   |  |   |   |   |                     |                      |
| Accounts Payable                             | \$ -  | \$ -   | \$ 106                                  | \$ -                                   | \$ -  | \$ -                                      | \$ -                                    | \$ -                | \$ 30,269            |
| Accrued Expenses                             | 8,650   | -  | -                                       | 1,000                                  | 533   | 533                                       | -                                       | -                   | 19,229               |
| Sales Tax Payable                            | -   | -  | 2                                       | -                                      | -   | -   | -                                       | -                   | 79                   |
| Deferred Compensation-Current                | -   | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 713                  |
| Due To Other Funds                           | -   | -  | -                                       | -                                      | -   | -   | -                                       | 5,364,188           | 5,364,188            |
| <b>TOTAL LIABILITIES</b>                     | <b>8,650</b>  | <b>-</b>   | <b>108</b>                              | <b>1,000</b>                           | <b>533</b>                                  | <b>533</b>                                | <b>-</b>                                | <b>5,364,188</b>    | <b>5,414,478</b>     |
| <b>FUND BALANCES</b>                         |   |  |   |  |   |   |   |                     |                      |
| <b>Nonspendable:</b>                         |   |  |   |  |   |   |   |                     |                      |
| Prepaid Items                                | -   | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 117                  |
| Deposits                                     | 18,600  | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 40,919               |
| <b>Restricted for:</b>                       |   |  |   |  |   |   |   |                     |                      |
| Debt Service                                 | -   | -  | -                                       | 263,430                                | 269,643                                     | 567,501                                   | -                                       | -                   | 1,100,574            |
| Capital Projects                             | -   | -  | -                                       | -                                      | -   | -   | 684,754                                 | -                   | 684,754              |
| <b>Assigned to:</b>                          |   |  |   |  |   |   |   |                     |                      |
| Operating Reserves                           | 24,965  | 1,330  | 6,636                                   | -                                      | -   | -   | -                                       | -                   | 803,010              |
| Reserves - Erosion Control                   | -   | -  | -                                       | -                                      | -   | -   | -                                       | -                   | 60,000               |
| Reserves - Roadways                          | 36,795  | 7,206  | 66,441                                  | -                                      | -   | -   | -                                       | -                   | 754,299              |
| <b>Unassigned:</b>                           | <b>100,656</b>  | <b>14,560</b>  | <b>94,207</b>                           | <b>-</b>                               | <b>-</b>                                    | <b>-</b>                                  | <b>-</b>                                | <b>1</b>            | <b>3,719,363</b>     |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 181,016</b>   | <b>\$ 23,096</b>   | <b>\$ 167,284</b>                       | <b>\$ 263,430</b>                      | <b>\$ 269,643</b>                           | <b>\$ 567,501</b>                         | <b>\$ 684,754</b>                       | <b>\$ 1</b>         | <b>\$ 7,163,036</b>  |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 189,666</b>   | <b>\$ 23,096</b>   | <b>\$ 167,392</b>                       | <b>\$ 264,430</b>                      | <b>\$ 270,176</b>                           | <b>\$ 568,034</b>                         | <b>\$ 684,754</b>                       | <b>\$ 5,364,189</b> | <b>\$ 12,577,514</b> |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                         | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|---|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                      |                  |                        |                             |  |
| Interest - Investments                      | \$ 214           | \$ 2,462               | \$ 3,000                    | 82.07%                                 |
| Interest - Tax Collector                    | 493              | 493                    | -                           | 0.00%                                  |
| Special Assmnts- Tax Collector              | 145,089          | 2,473,728              | 2,701,123                   | 91.58%                                 |
| Special Assmnts- Discounts                  | (5,191)          | (97,751)               | (108,045)                   | 90.47%                                 |
| Other Miscellaneous Revenues                | -                | 1,895                  | -                           | 0.00%                                  |
| Gate Bar Code/Remotes                       | -                | 19                     | -                           | 0.00%                                  |
| Pavilion Rental                             | 936              | 4,007                  | 4,000                       | 100.18%                                |
| <b>TOTAL REVENUES</b>                       | <b>141,541</b>   | <b>2,384,853</b>       | <b>2,600,078</b>            | <b>91.72%</b>                          |
| <b><u>EXPENDITURES</u></b>                  |                  |                        |                             |  |
| <b><u>Administration</u></b>                |                  |                        |                             |  |
| P/R-Board of Supervisors                    | 1,600            | 5,600                  | 13,000                      | 43.08%                                 |
| FICA Taxes                                  | 122              | 428                    | 995                         | 43.02%                                 |
| ProfServ-Dissemination Agent                | 1,000            | 1,000                  | -                           | 0.00%                                  |
| ProfServ-Engineering                        | 3,043            | 6,537                  | 36,000                      | 18.16%                                 |
| ProfServ-Legal Services                     | 8,991            | 29,880                 | 90,000                      | 33.20%                                 |
| ProfServ-Mgmt Consulting Serv               | 9,008            | 36,031                 | 108,093                     | 33.33%                                 |
| ProfServ-Recording Secretary                | 1,375            | 4,286                  | 11,000                      | 38.96%                                 |
| Auditing Services                           | 5,500            | 5,500                  | 7,592                       | 72.44%                                 |
| Postage and Freight                         | 43               | 207                    | 1,200                       | 17.25%                                 |
| Insurance - General Liability               | -                | 35,801                 | 39,383                      | 90.90%                                 |
| Printing and Binding                        | -                | 48                     | 600                         | 8.00%                                  |
| Legal Advertising                           | 259              | 1,108                  | 3,000                       | 36.93%                                 |
| Misc-Assessmnt Collection Cost              | 2,798            | 47,520                 | 54,022                      | 87.96%                                 |
| Misc-Credit Card Fees                       | 10               | 52                     | 220                         | 23.64%                                 |
| Misc-Contingency                            | -                | -                      | 100                         | 0.00%                                  |
| Office Supplies                             | -                | -                      | 550                         | 0.00%                                  |
| Annual District Filing Fee                  | -                | 175                    | 175                         | 100.00%                                |
| <b>Total Administration</b>                 | <b>33,749</b>    | <b>174,173</b>         | <b>365,930</b>              | <b>47.60%</b>                          |
| <b><u>Flood Control/Stormwater Mgmt</u></b> |                  |                        |                             |  |
| Contracts-Lake and Wetland                  | 8,333            | 33,333                 | 100,000                     | 33.33%                                 |
| Contracts-Fountain                          | 500              | 2,255                  | 7,020                       | 32.12%                                 |
| R&M-Aquascaping                             | -                | 1,750                  | 15,000                      | 11.67%                                 |
| R&M-Drainage                                | -                | 6,300                  | 28,000                      | 22.50%                                 |
| R&M-Fountain                                | 104              | 679                    | 3,000                       | 22.63%                                 |
| <b>Total Flood Control/Stormwater Mgmt</b>  | <b>8,937</b>     | <b>44,317</b>          | <b>153,020</b>              | <b>28.96%</b>                          |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION            | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--------------------------------|------------------|------------------------|-----------------------------|--|
| <b><u>Right of Way</u></b>     |                  |                        |                             |  |
| Payroll-Salaries               | 14,925           | 54,208                 | 178,145                     | 30.43%                                 |
| Payroll-Benefits               | 4,039            | 29,001                 | 62,454                      | 46.44%                                 |
| Payroll - Overtime             | 1,455            | 6,545                  | 17,500                      | 37.40%                                 |
| Payroll - Bonus                | -                | 18,085                 | 33,652                      | 53.74%                                 |
| FICA Taxes                     | 2,023            | 9,309                  | 25,954                      | 35.87%                                 |
| Contracts-Police               | 11,554           | 48,471                 | 180,000                     | 26.93%                                 |
| Contracts-Other Services       | 1,630            | 6,520                  | 19,560                      | 33.33%                                 |
| Contracts-Landscape            | 43,801           | 177,903                | 525,608                     | 33.85%                                 |
| Contracts-Mulch                | -                | 73,796                 | 147,592                     | 50.00%                                 |
| Contracts-Plant Replacement    | -                | 17,653                 | 52,959                      | 33.33%                                 |
| Contracts-Road Cleaning        | -                | 2,784                  | 8,351                       | 33.34%                                 |
| Contracts-Security Alarms      | -                | 160                    | 641                         | 24.96%                                 |
| Contracts-Pest Control         | 48               | 192                    | 576                         | 33.33%                                 |
| Fuel, Gasoline and Oil         | 525              | 3,541                  | 13,000                      | 27.24%                                 |
| Communication - Teleph - Field | 441              | 1,545                  | 11,600                      | 13.32%                                 |
| Utility - General              | 2,087            | 8,104                  | 32,000                      | 25.33%                                 |
| Utility - Reclaimed Water      | 629              | 5,013                  | 11,000                      | 45.57%                                 |
| Insurance - General Liability  | -                | 3,427                  | 3,770                       | 90.90%                                 |
| R&M-General                    | 1,202            | 7,753                  | 58,009                      | 13.37%                                 |
| R&M-Equipment                  | 32               | 32                     | 20,000                      | 0.16%                                  |
| R&M-Grounds                    | 1,772            | 24,535                 | 177,153                     | 13.85%                                 |
| R&M-Irrigation                 | 562              | 13,711                 | 25,000                      | 54.84%                                 |
| R&M-Sidewalks                  | -                | -                      | 17,000                      | 0.00%                                  |
| R&M-Signage                    | 400              | 400                    | 6,000                       | 6.67%                                  |
| R&M-Walls and Signage          | 4,246            | 16,951                 | 32,500                      | 52.16%                                 |
| Misc-Holiday Decor             | -                | 4,714                  | 5,000                       | 94.28%                                 |
| Misc-Taxes (Streetlights)      | -                | 34,084                 | 28,724                      | 118.66%                                |
| Misc-Contingency               | -                | -                      | 5,000                       | 0.00%                                  |
| Office Supplies                | -                | 88                     | 3,500                       | 2.51%                                  |
| Cleaning Services              | -                | -                      | 1,680                       | 0.00%                                  |
| Op Supplies - General          | -                | 59                     | 6,000                       | 0.98%                                  |
| Op Supplies - Uniforms         | 280              | 280                    | 600                         | 46.67%                                 |
| Supplies - Misc.               | -                | -                      | 600                         | 0.00%                                  |
| Subscriptions and Memberships  | -                | -                      | 400                         | 0.00%                                  |
| Conference and Seminars        | -                | -                      | 1,000                       | 0.00%                                  |
| <b>Total Right of Way</b>      | <b>91,651</b>    | <b>568,864</b>         | <b>1,712,528</b>            | <b>33.22%</b>                          |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL     | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|----------------------------|-----------------------------|--|
| <b><u>Common Area</u></b>                    |                  |                            |                             |  |
| Contracts-Other Landscape                    | 480              | 1,920                      | -                           | 0.00%                                  |
| R&M-General                                  | 4,750            | 5,997                      | 17,000                      | 35.28%                                 |
| R&M-Boardwalks                               | -                | -                          | 700                         | 0.00%                                  |
| R&M-Brick Pavers                             | -                | -                          | 1,200                       | 0.00%                                  |
| R&M-Grounds                                  | -                | 2,250                      | 1,500                       | 150.00%                                |
| R&M-Signage                                  | -                | -                          | 1,400                       | 0.00%                                  |
| R&M-Walls and Signage                        | -                | -                          | 900                         | 0.00%                                  |
| Misc-Internet Services                       | 616              | 2,881                      | 5,400                       | 53.35%                                 |
| Impr - Park                                  | -                | -                          | 340,500                     | 0.00%                                  |
| <b>Total Common Area</b>                     | <b>5,846</b>     | <b>13,048</b>              | <b>368,600</b>              | <b>3.54%</b>                           |
| <b>TOTAL EXPENDITURES</b>                    | <b>140,183</b>   | <b>800,402</b>             | <b>2,600,078</b>            | <b>30.78%</b>                          |
| Excess (deficiency) of revenues              |                  |                            |                             |  |
| Over (under) expenditures                    | 1,358            | 1,584,451                  | -                           | 0.00%                                  |
| Net change in fund balance                   | <u>\$ 1,358</u>  | <u>\$ 1,584,451</u>        | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>2,483,898</b>           | <b>2,483,898</b>            |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b><u>\$ 4,068,349</u></b> | <b><u>\$ 2,483,898</u></b>  |  |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                        |                             |  |
| Interest - Investments                       | \$ 31            | \$ 181                 | \$ 125                      | 144.80%                                |
| Special Assmnts- Tax Collector               | 3,571            | 60,886                 | 66,483                      | 91.58%                                 |
| Special Assmnts- Discounts                   | (230)            | (4,336)                | (4,792)                     | 90.48%                                 |
| Capital Improvement                          | 2,864            | 48,830                 | 53,319                      | 91.58%                                 |
| Gate Bar Code/Remotes                        | 33               | 103                    | -                           | 0.00%                                  |
| <b>TOTAL REVENUES</b>                        | <b>6,269</b>     | <b>105,664</b>         | <b>115,135</b>              | <b>91.77%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                        |                             |  |
| <b><u>Administration</u></b>                 |                  |                        |                             |  |
| Misc-Assessmnt Collection Cost               | 124              | 2,108                  | 2,396                       | 87.98%                                 |
| Misc-Credit Card Fees                        | -                | 3                      | 15                          | 20.00%                                 |
| <b>Total Administration</b>                  | <b>124</b>       | <b>2,111</b>           | <b>2,411</b>                | <b>87.56%</b>                          |
| <b><u>Right of Way</u></b>                   |                  |                        |                             |  |
| Communication - Teleph - Field               | 236              | 940                    | 3,500                       | 26.86%                                 |
| Electricity - Streetlighting                 | 524              | 2,046                  | 8,585                       | 23.83%                                 |
| Insurance - General Liability                | -                | 1,522                  | 1,674                       | 90.92%                                 |
| R&M-General                                  | -                | 5,130                  | 19,700                      | 26.04%                                 |
| R&M-Gate                                     | -                | 145                    | 6,340                       | 2.29%                                  |
| R&M-Streetlights                             | -                | -                      | 2,600                       | 0.00%                                  |
| 1st Quarter Operating Reserves               | -                | -                      | 1,733                       | 0.00%                                  |
| Reserve - Roadways                           | -                | -                      | 15,273                      | 0.00%                                  |
| <b>Total Right of Way</b>                    | <b>760</b>       | <b>9,783</b>           | <b>59,405</b>               | <b>16.47%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>884</b>       | <b>11,894</b>          | <b>61,816</b>               | <b>19.24%</b>                          |
| Excess (deficiency) of revenues              |                  |                        |                             |  |
| Over (under) expenditures                    | 5,385            | 93,770                 | 53,319                      | 175.87%                                |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                  |                        |                             |  |
| Contribution to (Use of) Fund Balance        | -                | -                      | 53,319                      | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>-</b>         | <b>-</b>               | <b>53,319</b>               | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ 5,385         | \$ 93,770              | \$ 53,319                   | 175.87%                                |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>169,315</b>         | <b>169,315</b>              |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b>\$ 263,085</b>      | <b>\$ 222,634</b>           |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL  | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|-------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                         |                             |  |
| Interest - Investments                       | \$ 95            | \$ 116                  | \$ 40                       | 290.00%                                |
| Special Assmnts- Tax Collector               | 976              | 16,644                  | 18,174                      | 91.58%                                 |
| Special Assmnts- Discounts                   | (35)             | (658)                   | (727)                       | 90.51%                                 |
| <b>TOTAL REVENUES</b>                        | <b>1,036</b>     | <b>16,102</b>           | <b>17,487</b>               | <b>92.08%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                         |                             |  |
| <b><u>Administration</u></b>                 |                  |                         |                             |  |
| Misc-Assessmnt Collection Cost               | 19               | 320                     | 363                         | 88.15%                                 |
| <b>Total Administration</b>                  | <b>19</b>        | <b>320</b>              | <b>363</b>                  | <b>88.15%</b>                          |
| <b><u>Right of Way</u></b>                   |                  |                         |                             |  |
| R&M-Streetlights                             | 1,525            | 6,089                   | 17,124                      | 35.56%                                 |
| <b>Total Right of Way</b>                    | <b>1,525</b>     | <b>6,089</b>            | <b>17,124</b>               | <b>35.56%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>1,544</b>     | <b>6,409</b>            | <b>17,487</b>               | <b>36.65%</b>                          |
| Excess (deficiency) of revenues              |                  |                         |                             |  |
| Over (under) expenditures                    | (508)            | 9,693                   | -                           | 0.00%                                  |
| Net change in fund balance                   | <u>\$ (508)</u>  | <u>\$ 9,693</u>         | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>24,049</b>           | <b>24,049</b>               |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b><u>\$ 33,742</u></b> | <b><u>\$ 24,049</u></b>     |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL  | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|-------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                         |                             |  |
| Interest - Investments                                       | \$ 3             | \$ 32                   | \$ 42                       | 76.19%                                 |
| Special Assmnts- Tax Collector                               | 492              | 8,394                   | 9,166                       | 91.58%                                 |
| Special Assmnts- Discounts                                   | (18)             | (332)                   | (367)                       | 90.46%                                 |
| Gate Bar Code/Remotes  | -                | 33                      | -                           | 0.00%                                  |
| <b>TOTAL REVENUES</b>  | <b>477</b>       | <b>8,127</b>            | <b>8,841</b>                | <b>91.92%</b>                          |
| <b><u>EXPENDITURES</u></b>                                   |                  |                         |                             |  |
| <b><u>Administration</u></b>                                 |                  |                         |                             |  |
| Misc-Assessmnt Collection Cost                               | 9                | 161                     | 182                         | 88.46%                                 |
| Misc-Credit Card Fees  | -                | 1                       | 5                           | 20.00%                                 |
| <b>Total Administration</b>                                  | <b>9</b>         | <b>162</b>              | <b>187</b>                  | <b>86.63%</b>                          |
| <b><u>Right of Way</u></b>                                   |                  |                         |                             |  |
| Communication - Teleph - Field                               | 304              | 758                     | 1,425                       | 53.19%                                 |
| Insurance - General Liability                                | -                | 406                     | 447                         | 90.83%                                 |
| R&M-General  | -                | -                       | 1,500                       | 0.00%                                  |
| R&M-Gate   | -                | 550                     | 2,939                       | 18.71%                                 |
| R&M-Streetlights   | 27               | 108                     | 500                         | 21.60%                                 |
| Reserve - Roadways   | -                | -                       | 1,843                       | 0.00%                                  |
| <b>Total Right of Way</b>                                    | <b>331</b>       | <b>1,822</b>            | <b>8,654</b>                | <b>21.05%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>340</b>       | <b>1,984</b>            | <b>8,841</b>                | <b>22.44%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 137              | 6,143                   | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ 137</u>    | <u>\$ 6,143</u>         | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>34,135</b>           | <b>34,135</b>               |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <u><b>\$ 40,278</b></u> | <u><b>\$ 34,135</b></u>     |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL  | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|-------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                         |                             |  |
| Interest - Investments                                       | \$ 1             | \$ 3                    | \$ 10                       | 30.00%                                 |
| Special Assmnts- Tax Collector                               | 374              | 6,371                   | 6,956                       | 91.59%                                 |
| Special Assmnts- Discounts                                   | (13)             | (252)                   | (278)                       | 90.65%                                 |
| <b>TOTAL REVENUES</b>  | <b>362</b>       | <b>6,122</b>            | <b>6,688</b>                | <b>91.54%</b>                          |
| <b><u>EXPENDITURES</u></b>                                   |                  |                         |                             |  |
| <b><u>Administration</u></b>                                 |                  |                         |                             |  |
| Misc-Assessmnt Collection Cost                               | 7                | 122                     | 139                         | 87.77%                                 |
| <b>Total Administration</b>                                  | <b>7</b>         | <b>122</b>              | <b>139</b>                  | <b>87.77%</b>                          |
| <b><u>Right of Way</u></b>                                   |                  |                         |                             |  |
| R&M-General  | -                | -                       | 5,000                       | 0.00%                                  |
| Reserve - Roadways   | -                | -                       | 1,549                       | 0.00%                                  |
| <b>Total Right of Way</b>                                    | <b>-</b>         | <b>-</b>                | <b>6,549</b>                | <b>0.00%</b>                           |
| <b>TOTAL EXPENDITURES</b>                                    | <b>7</b>         | <b>122</b>              | <b>6,688</b>                | <b>1.82%</b>                           |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 355              | 6,000                   | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ 355</u>    | <u>\$ 6,000</u>         | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>16,973</b>           | <b>16,973</b>               |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <u><b>\$ 22,973</b></u> | <u><b>\$ 16,973</b></u>     |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                        |                             |  |
| Interest - Investments                                       | \$ -             | \$ -                   | \$ -                        | 0.00%                                  |
| <b>TOTAL REVENUES</b>  | -                | -                      | -                           | <b>0.00%</b>                           |
| <b><u>EXPENDITURES</u></b>                                   |                  |                        |                             |  |
| <b>TOTAL EXPENDITURES</b>                                    | -                | -                      | -                           | <b>0.00%</b>                           |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                | -                      | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ -</u>      | <u>\$ -</u>            | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>810</b>             | -                           |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <u><b>\$ 810</b></u>   | <u><b>\$ -</b></u>          |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL  | YEAR TO DATE<br>ACTUAL   | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-------------------|--------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                   |                          |                             |  |
| Interest - Investments                                       | \$ 254            | \$ 563                   | \$ 500                      | 112.60%                                |
| Special Assmnts- Tax Collector                               | 16,148            | 275,317                  | 300,625                     | 91.58%                                 |
| Special Assmnts- Discounts                                   | (578)             | (10,879)                 | (12,025)                    | 90.47%                                 |
| Gate Bar Code/Remotes  | 98                | 562                      | -                           | 0.00%                                  |
| <b>TOTAL REVENUES</b>  | <b>15,922</b>     | <b>265,563</b>           | <b>289,100</b>              | <b>91.86%</b>                          |
| <b><u>EXPENDITURES</u></b>                                   |                   |                          |                             |  |
| <b><u>Administration</u></b>                                 |                   |                          |                             |  |
| Misc-Assessmnt Collection Cost                               | 311               | 5,289                    | 6,013                       | 87.96%                                 |
| Misc-Credit Card Fees  | 6                 | 14                       | 120                         | 11.67%                                 |
| <b>Total Administration</b>                                  | <b>317</b>        | <b>5,303</b>             | <b>6,133</b>                | <b>86.47%</b>                          |
| <b><u>Right of Way</u></b>                                   |                   |                          |                             |  |
| Contracts-Security Services                                  | 14,044            | 55,379                   | 154,000                     | 35.96%                                 |
| Contracts-Pest Control                                       | 20                | 40                       | 240                         | 16.67%                                 |
| Communication - Teleph - Field                               | 170               | 679                      | 4,000                       | 16.98%                                 |
| Insurance - General Liability                                | -                 | 777                      | 855                         | 90.88%                                 |
| R&M-General  | 35                | 13,658                   | 21,760                      | 62.77%                                 |
| R&M-Gate   | -                 | 3,898                    | 10,000                      | 38.98%                                 |
| R&M-Streetlights   | 4,579             | 17,445                   | 48,000                      | 36.34%                                 |
| Reserve - Roadways   | -                 | -                        | 44,112                      | 0.00%                                  |
| <b>Total Right of Way</b>                                    | <b>18,848</b>     | <b>91,876</b>            | <b>282,967</b>              | <b>32.47%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>19,165</b>     | <b>97,179</b>            | <b>289,100</b>              | <b>33.61%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | (3,243)           | 168,384                  | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ (3,243)</u> | <u>\$ 168,384</u>        | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                   | <b>344,281</b>           | <b>344,281</b>              |  |
| <b>FUND BALANCE, ENDING</b>                                  |                   | <u><b>\$ 512,665</b></u> | <u><b>\$ 344,281</b></u>    |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL  | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|-------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                         |                             |  |
| Interest - Investments                                       | \$ 30            | \$ 80                   | \$ 80                       | 100.00%                                |
| Special Assmnts- Tax Collector                               | 884              | 15,077                  | 16,463                      | 91.58%                                 |
| Special Assmnts- Discounts                                   | (32)             | (596)                   | (659)                       | 90.44%                                 |
| Gate Bar Code/Remotes  | 66               | 131                     | -                           | 0.00%                                  |
| <b>TOTAL REVENUES</b>  | <b>948</b>       | <b>14,692</b>           | <b>15,884</b>               | <b>92.50%</b>                          |
| <b><u>EXPENDITURES</u></b>                                   |                  |                         |                             |  |
| <b><u>Administration</u></b>                                 |                  |                         |                             |  |
| Misc-Assessmnt Collection Cost                               | 17               | 290                     | 329                         | 88.15%                                 |
| Misc-Credit Card Fees  | 2                | 4                       | 5                           | 80.00%                                 |
| <b>Total Administration</b>                                  | <b>19</b>        | <b>294</b>              | <b>334</b>                  | <b>88.02%</b>                          |
| <b><u>Right of Way</u></b>                                   |                  |                         |                             |  |
| Communication - Teleph - Field                               | 117              | 469                     | 1,700                       | 27.59%                                 |
| Insurance - General Liability                                | -                | 316                     | 348                         | 90.80%                                 |
| R&M-General  | -                | -                       | 1,000                       | 0.00%                                  |
| R&M-Gate   | -                | 1,138                   | 3,800                       | 29.95%                                 |
| R&M-Streetlights   | 492              | 1,932                   | 5,596                       | 34.52%                                 |
| Reserve - Roadways   | -                | -                       | 3,106                       | 0.00%                                  |
| <b>Total Right of Way</b>                                    | <b>609</b>       | <b>3,855</b>            | <b>15,550</b>               | <b>24.79%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>628</b>       | <b>4,149</b>            | <b>15,884</b>               | <b>26.12%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 320              | 10,543                  | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ 320</u>    | <u>\$ 10,543</u>        | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>53,866</b>           | <b>53,866</b>               |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <u><b>\$ 64,409</b></u> | <u><b>\$ 53,866</b></u>     |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL  | YEAR TO DATE<br>ACTUAL   | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-------------------|--------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                   |                          |                             |  |
| Interest - Investments                       | \$ 454            | \$ 554                   | \$ 300                      | 184.67%                                |
| Special Assmnts- Tax Collector               | 6,392             | 108,987                  | 119,005                     | 91.58%                                 |
| Special Assmnts- Discounts                   | (229)             | (4,307)                  | (4,760)                     | 90.48%                                 |
| <b>TOTAL REVENUES</b>                        | <b>6,617</b>      | <b>105,234</b>           | <b>114,545</b>              | <b>91.87%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                   |                          |                             |  |
| <b><u>Administration</u></b>                 |                   |                          |                             |  |
| Misc-Assessmnt Collection Cost               | 123               | 2,094                    | 2,380                       | 87.98%                                 |
| <b>Total Administration</b>                  | <b>123</b>        | <b>2,094</b>             | <b>2,380</b>                | <b>87.98%</b>                          |
| <b><u>Right of Way</u></b>                   |                   |                          |                             |  |
| R&M-Streetlights                             | 8,650             | 34,428                   | 99,900                      | 34.46%                                 |
| Reserve - Roadways                           | -                 | -                        | 12,265                      | 0.00%                                  |
| <b>Total Right of Way</b>                    | <b>8,650</b>      | <b>34,428</b>            | <b>112,165</b>              | <b>30.69%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>8,773</b>      | <b>36,522</b>            | <b>114,545</b>              | <b>31.88%</b>                          |
| Excess (deficiency) of revenues              |                   |                          |                             |  |
| Over (under) expenditures                    | (2,156)           | 68,712                   | -                           | 0.00%                                  |
| Net change in fund balance                   | <u>\$ (2,156)</u> | <u>\$ 68,712</u>         | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                   | <b>112,304</b>           | <b>112,304</b>              |  |
| <b>FUND BALANCE, ENDING</b>                  |                   | <u><b>\$ 181,016</b></u> | <u><b>\$ 112,304</b></u>    |  |



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL  | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|-------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                         |                             |  |
| Interest - Investments                                       | \$ 24            | \$ 40                   | \$ 25                       | 160.00%                                |
| Special Assmnts- Tax Collector                               | 421              | 7,186                   | 7,847                       | 91.58%                                 |
| Special Assmnts- Discounts                                   | (15)             | (284)                   | (314)                       | 90.45%                                 |
| <b>TOTAL REVENUES</b>  | <b>430</b>       | <b>6,942</b>            | <b>7,558</b>                | <b>91.85%</b>                          |
| <b><u>EXPENDITURES</u></b>                                   |                  |                         |                             |  |
| <b><u>Administration</u></b>                                 |                  |                         |                             |  |
| Misc-Assessmnt Collection Cost                               | 8                | 138                     | 157                         | 87.90%                                 |
| <b>Total Administration</b>                                  | <b>8</b>         | <b>138</b>              | <b>157</b>                  | <b>87.90%</b>                          |
| <b><u>Right of Way</u></b>                                   |                  |                         |                             |  |
| R&M-Streetlights   | -                | 1,255                   | 4,999                       | 25.11%                                 |
| Reserve - Roadways   | -                | -                       | 2,402                       | 0.00%                                  |
| <b>Total Right of Way</b>                                    | <b>-</b>         | <b>1,255</b>            | <b>7,401</b>                | <b>16.96%</b>                          |
| <b>TOTAL EXPENDITURES</b>                                    | <b>8</b>         | <b>1,393</b>            | <b>7,558</b>                | <b>18.43%</b>                          |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 422              | 5,549                   | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ 422</u>    | <u>\$ 5,549</u>         | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>17,547</b>           | <b>17,547</b>               |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <u><b>\$ 23,096</b></u> | <u><b>\$ 17,547</b></u>     |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                        |                             |  |
| Interest - Investments                       | \$ 8             | \$ 136                 | \$ 150                      | 90.67%                                 |
| Special Assmnts- Tax Collector               | 1,430            | 24,376                 | 26,617                      | 91.58%                                 |
| Special Assmnts- Discounts                   | (51)             | (964)                  | (1,065)                     | 90.52%                                 |
| Gate Bar Code/Remotes                        | 33               | 197                    | -                           | 0.00%                                  |
| <b>TOTAL REVENUES</b>                        | <b>1,420</b>     | <b>23,745</b>          | <b>25,702</b>               | <b>92.39%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                        |                             |  |
| <b><u>Administration</u></b>                 |                  |                        |                             |  |
| Misc-Assessmnt Collection Cost               | 28               | 468                    | 532                         | 87.97%                                 |
| Misc-Credit Card Fees                        | 1                | 4                      | 25                          | 16.00%                                 |
| <b>Total Administration</b>                  | <b>29</b>        | <b>472</b>             | <b>557</b>                  | <b>84.74%</b>                          |
| <b><u>Right of Way</u></b>                   |                  |                        |                             |  |
| Communication - Teleph - Field               | 68               | 441                    | 1,150                       | 38.35%                                 |
| Insurance - General Liability                | -                | 317                    | 349                         | 90.83%                                 |
| R&M-General                                  | -                | -                      | 4,401                       | 0.00%                                  |
| R&M-Drainage                                 | -                | -                      | 3,000                       | 0.00%                                  |
| R&M-Gate                                     | -                | 313                    | 5,000                       | 6.26%                                  |
| Misc-Internet Services                       | 106              | 424                    | 1,272                       | 33.33%                                 |
| Reserve - Roadways                           | -                | -                      | 9,973                       | 0.00%                                  |
| <b>Total Right of Way</b>                    | <b>174</b>       | <b>1,495</b>           | <b>25,145</b>               | <b>5.95%</b>                           |
| <b>TOTAL EXPENDITURES</b>                    | <b>203</b>       | <b>1,967</b>           | <b>25,702</b>               | <b>7.65%</b>                           |
| Excess (deficiency) of revenues              |                  |                        |                             |  |
| Over (under) expenditures                    | 1,217            | 21,778                 | -                           | 0.00%                                  |
| Net change in fund balance                   | \$ 1,217         | \$ 21,778              | \$ -                        | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>145,506</b>         | <b>145,506</b>              |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b>\$ 167,284</b>      | <b>\$ 145,506</b>           |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                        |                             |  |
| Interest - Investments                       | \$ 19            | \$ 94                  | \$ -                        | 0.00%                                  |
| Special Assmnts- Tax Collector               | 9,448            | 161,092                | 175,900                     | 91.58%                                 |
| Special Assmnts- Discounts                   | (338)            | (6,366)                | (7,036)                     | 90.48%                                 |
| <b>TOTAL REVENUES</b>                        | <b>9,129</b>     | <b>154,820</b>         | <b>168,864</b>              | <b>91.68%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                        |                             |  |
| <b><u>Administration</u></b>                 |                  |                        |                             |  |
| ProfServ-Dissemination Agent                 | -                | -                      | 1,000                       | 0.00%                                  |
| ProfServ-Trustee Fees                        | -                | 3,717                  | 3,717                       | 100.00%                                |
| Misc-Assessmnt Collection Cost               | 182              | 3,095                  | 3,518                       | 87.98%                                 |
| <b>Total Administration</b>                  | <b>182</b>       | <b>6,812</b>           | <b>8,235</b>                | <b>82.72%</b>                          |
| <b><u>Debt Service</u></b>                   |                  |                        |                             |  |
| Principal Debt Retirement                    | -                | -                      | 110,000                     | 0.00%                                  |
| Principal Prepayments                        | -                | 15,000                 | -                           | 0.00%                                  |
| Interest Expense                             | -                | 16,863                 | 33,725                      | 50.00%                                 |
| <b>Total Debt Service</b>                    | <b>-</b>         | <b>31,863</b>          | <b>143,725</b>              | <b>22.17%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>182</b>       | <b>38,675</b>          | <b>151,960</b>              | <b>25.45%</b>                          |
| Excess (deficiency) of revenues              |                  |                        |                             |  |
| Over (under) expenditures                    | 8,947            | 116,145                | 16,904                      | 687.09%                                |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                  |                        |                             |  |
| Contribution to (Use of) Fund Balance        | -                | -                      | 16,904                      | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>-</b>         | <b>-</b>               | <b>16,904</b>               | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ 8,947         | \$ 116,145             | \$ 16,904                   | 687.09%                                |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>147,285</b>         | <b>147,285</b>              |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b>\$ 263,430</b>      | <b>\$ 164,189</b>           |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                        |                             |  |
| Interest - Investments                       | \$ 13            | \$ 54                  | \$ -                        | 0.00%                                  |
| Special Assmnts- Tax Collector               | 11,656           | 198,732                | 217,000                     | 91.58%                                 |
| Special Assmnts- Discounts                   | (417)            | (7,853)                | (8,680)                     | 90.47%                                 |
| <b>TOTAL REVENUES</b>                        | <b>11,252</b>    | <b>190,933</b>         | <b>208,320</b>              | <b>91.65%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                        |                             |  |
| <b><u>Administration</u></b>                 |                  |                        |                             |  |
| ProfServ-Arbitrage Rebate                    | -                | -                      | 200                         | 0.00%                                  |
| ProfServ-Dissemination Agent                 | -                | -                      | 333                         | 0.00%                                  |
| ProfServ-Trustee Fees                        | -                | 4,337                  | 4,337                       | 100.00%                                |
| Misc-Assessmnt Collection Cost               | 225              | 3,818                  | 4,340                       | 87.97%                                 |
| <b>Total Administration</b>                  | <b>225</b>       | <b>8,155</b>           | <b>9,210</b>                | <b>88.55%</b>                          |
| <b><u>Debt Service</u></b>                   |                  |                        |                             |  |
| Principal Debt Retirement                    | -                | -                      | 270,000                     | 0.00%                                  |
| Interest Expense                             | -                | 5,400                  | 10,800                      | 50.00%                                 |
| <b>Total Debt Service</b>                    | <b>-</b>         | <b>5,400</b>           | <b>280,800</b>              | <b>1.92%</b>                           |
| <b>TOTAL EXPENDITURES</b>                    | <b>225</b>       | <b>13,555</b>          | <b>290,010</b>              | <b>4.67%</b>                           |
| Excess (deficiency) of revenues              |                  |                        |                             |  |
| Over (under) expenditures                    | 11,027           | 177,378                | (81,690)                    | -217.14%                               |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                  |                        |                             |  |
| Contribution to (Use of) Fund Balance        | -                | -                      | (81,690)                    | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>-</b>         | <b>-</b>               | <b>(81,690)</b>             | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ 11,027        | \$ 177,378             | \$ (81,690)                 | -217.14%                               |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>92,265</b>          | <b>92,265</b>               |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b>\$ 269,643</b>      | <b>\$ 10,575</b>            |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION                          | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                  |                        |                             |  |
| Interest - Investments                       | \$ 21            | \$ 89                  | \$ -                        | 0.00%                                  |
| Special Assmnts- Tax Collector               | 27,180           | 463,419                | 506,017                     | 91.58%                                 |
| Special Assmnts- Discounts                   | (972)            | (18,312)               | (20,241)                    | 90.47%                                 |
| <b>TOTAL REVENUES</b>                        | <b>26,229</b>    | <b>445,196</b>         | <b>485,776</b>              | <b>91.65%</b>                          |
| <b><u>EXPENDITURES</u></b>                   |                  |                        |                             |  |
| <b><u>Administration</u></b>                 |                  |                        |                             |  |
| ProfServ-Arbitrage Rebate                    | -                | -                      | 200                         | 0.00%                                  |
| ProfServ-Dissemination Agent                 | -                | -                      | 333                         | 0.00%                                  |
| ProfServ-Trustee Fees                        | -                | 4,337                  | 4,337                       | 100.00%                                |
| Misc-Assessmnt Collection Cost               | 524              | 8,902                  | 10,120                      | 87.96%                                 |
| <b>Total Administration</b>                  | <b>524</b>       | <b>13,239</b>          | <b>14,990</b>               | <b>88.32%</b>                          |
| <b><u>Debt Service</u></b>                   |                  |                        |                             |  |
| Principal Debt Retirement                    | -                | -                      | 415,000                     | 0.00%                                  |
| Interest Expense                             | -                | 27,731                 | 55,463                      | 50.00%                                 |
| <b>Total Debt Service</b>                    | <b>-</b>         | <b>27,731</b>          | <b>470,463</b>              | <b>5.89%</b>                           |
| <b>TOTAL EXPENDITURES</b>                    | <b>524</b>       | <b>40,970</b>          | <b>485,453</b>              | <b>8.44%</b>                           |
| Excess (deficiency) of revenues              |                  |                        |                             |  |
| Over (under) expenditures                    | 25,705           | 404,226                | 323                         | 125147.37%                             |
| <b><u>OTHER FINANCING SOURCES (USES)</u></b> |                  |                        |                             |  |
| Contribution to (Use of) Fund Balance        | -                | -                      | 323                         | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>-</b>         | <b>-</b>               | <b>323</b>                  | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ 25,705        | \$ 404,226             | \$ 323                      | 125147.37%                             |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b> |                  | <b>163,275</b>         | <b>163,275</b>              |  |
| <b>FUND BALANCE, ENDING</b>                  |                  | <b>\$ 567,501</b>      | <b>\$ 163,598</b>           |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2018

| ACCOUNT DESCRIPTION  | JAN-18<br>ACTUAL | YEAR TO DATE<br>ACTUAL   | ANNUAL<br>ADOPTED<br>BUDGET | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|------------------|--------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                                       |                  |                          |                             |  |
| Interest - Investments                                       | \$ -             | \$ 870                   | \$ -                        | 0.00%                                  |
| <b>TOTAL REVENUES</b>  | <b>-</b>         | <b>870</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| <b><u>EXPENDITURES</u></b>                                   |                  |                          |                             |  |
| <b>TOTAL EXPENDITURES</b>                                    | <b>-</b>         | <b>-</b>                 | <b>-</b>                    | <b>0.00%</b>                           |
| Excess (deficiency) of revenues<br>Over (under) expenditures | -                | 870                      | -                           | 0.00%                                  |
| Net change in fund balance                                   | <u>\$ -</u>      | <u>\$ 870</u>            | <u>\$ -</u>                 | <u>0.00%</u>                           |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2017)</b>                 |                  | <b>683,884</b>           | <b>-</b>                    |  |
| <b>FUND BALANCE, ENDING</b>                                  |                  | <b><u>\$ 684,754</u></b> | <b><u>\$ -</u></b>          |  |

**Westchase  
Community Development District**

**Supporting Schedules**

**January 31, 2018**

Non-Ad Valorem Special Assessments  
(Hillsborough County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2018

| Date<br>Received         | Net Amount<br>Received | Interest/<br>Discount<br>Amount | Property<br>Appraiser | Collection<br>Costs | Gross<br>Amount<br>Received | ALLOCATION BY FUND                 |   |   |  |  |  |
|--------------------------|------------------------|---------------------------------|-----------------------|---------------------|-----------------------------|------------------------------------|---|---|--|--|--|
|                          |                        |                                 |                       |                     |                             | 001 General<br>Fund<br>Assessments | 002 Harbor Links<br>Fund<br>Assessments | 002 Harbor Links<br>Fund<br>Capital Improv. | 003 The Enclave<br>Fund<br>Assessments | 004 Saville Row<br>Fund<br>Assessments | 005 Commercial Road<br>Fund<br>Assessments |
| Assessments Levied       |                        |                                 |                       |                     | \$ 4,224,695<br>100%        | \$ 2,701,123<br>63.94%             | \$ 66,483<br>1.57%                      | \$ 53,319<br>1.26%                          | \$ 18,174<br>0.43%                     | \$ 9,166<br>0.22%                      | \$ 6,956<br>0.16%                          |
| 11/07/17                 | 38,465                 | 1,934                           |                       | 785                 | 41,184                      | 26,332                             | 648                                     | 520   | 177                                    | 89                                     | 68   |
| 11/16/17                 | 374,977                | 15,943                          |                       | 7,653               | 398,573                     | 254,834                            | 6,272                                   | 5,030                                       | 1,715                                  | 865                                    | 656  |
| 11/24/17                 | 864,719                | 36,766                          |                       | 17,647              | 919,132                     | 587,661                            | 14,464                                  | 11,600                                      | 3,954                                  | 1,994                                  | 1,513                                      |
| 12/11/17                 | 1,953,956              | 83,079                          |                       | 39,877              | 2,076,911                   | 1,327,905                          | 32,684                                  | 26,212                                      | 8,935                                  | 4,506                                  | 3,420                                      |
| 12/15/17                 | 195,279                | 7,048                           |                       | 3,985               | 206,312                     | 131,909                            | 3,247                                   | 2,604                                       | 888                                    | 448                                    | 340  |
| 01/10/18                 | 214,432                | 8,119                           |                       | 4,376               | 226,926                     | 145,089                            | 3,571                                   | 2,864                                       | 976                                    | 492                                    | 374  |
| <b>TOTAL</b>             | <b>3,641,826</b>       | <b>152,888</b>                  | <b>-</b>              | <b>74,323</b>       | <b>3,869,038</b>            | <b>2,473,728</b>                   | <b>60,886</b>                           | <b>48,830</b>                               | <b>16,644</b>                          | <b>8,394</b>                           | <b>6,371</b>                               |
| % COLLECTED              |                        |                                 |                       |                     | 91.6%                       | 91.6%                              | 91.6%                                   | 91.6%                                       | 91.6%                                  | 91.6%                                  | 91.6%                                      |
| <b>TOTAL OUTSTANDING</b> |                        |                                 |                       |                     | <b>355,657</b>              | <b>227,395</b>                     | <b>5,597</b>                            | <b>4,489</b>                                | <b>1,530</b>                           | <b>772</b>                             | <b>586</b>                                 |



Non-Ad Valorem Special Assessments  
(Hillsborough County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2016

| ALLOCATION BY FUND                    |  |  |  |                                      |                                    |                                      |                                      |  |
|---------------------------------------|--|--|--|--------------------------------------|------------------------------------|--------------------------------------|--------------------------------------|--|
| 102 The Greens<br>Fund<br>Assessments | 103 Stonebridge<br>Fund<br>Assessments | 104 West Park Village<br>Fund<br>Assessments | 105 West Park Village<br>Fund<br>Assessments | 106 Vineyards<br>Fund<br>Assessments | 254 DS 2000<br>Fund<br>Assessments | 256 DS 2007-2<br>Fund<br>Assessments | 257 DS 2007-3<br>Fund<br>Assessments |  |
| \$ 300,625<br>7.12%                   | \$ 16,463<br>0.39%                     | \$ 119,005<br>2.82%                          | \$ 7,847<br>0.19%                            | \$ 26,617<br>0.63%                   | \$ 175,900<br>4.16%                | \$ 217,000<br>5.14%                  | \$ 506,017<br>11.98%                 |  |
| 2,931                                 | 160                                    | 1,160  | 76   | 259                                  | 1,715                              | 2,115                                | 4,933                                |  |
| 28,362                                | 1,553                                  | 11,227                                       | 740  | 2,511                                | 16,595                             | 20,473                               | 47,739                               |  |
| 65,404                                | 3,582                                  | 25,891                                       | 1,707  | 5,791                                | 38,269                             | 47,211                               | 110,090                              |  |
| 147,791                               | 8,093                                  | 58,504                                       | 3,857  | 13,085                               | 86,474                             | 106,680                              | 248,764                              |  |
| 14,681                                | 804                                    | 5,812  | 383  | 1,300                                | 8,590                              | 10,597                               | 24,711                               |  |
| 16,148                                | 884                                    | 6,392  | 421  | 1,430                                | 9,448                              | 11,656                               | 27,180                               |  |
| <b>275,317</b>                        | <b>15,077</b>                          | <b>108,987</b>                               | <b>7,186</b>                                 | <b>24,376</b>                        | <b>161,092</b>                     | <b>198,732</b>                       | <b>463,418</b>                       |  |
| 91.6%                                 | 91.6%                                  | 91.6%  | 91.6%  | 91.6%                                | 91.6%                              | 91.6%                                | 91.6%                                |  |
| <b>25,308</b>                         | <b>1,386</b>                           | <b>10,018</b>                                | <b>661</b>                                   | <b>2,241</b>                         | <b>14,808</b>                      | <b>18,268</b>                        | <b>42,599</b>                        |  |

**Cash & Investment Report  
December 31, 2017**

| <u>ACCOUNT NAME</u>           | <u>DATE OPENED</u> | <u>MATURITY</u> | <u>BANK NAME</u> | <u>YIELD</u> | <u>BALANCE</u>      |
|-------------------------------|--------------------|-----------------|------------------|--------------|---------------------|
| <b>CLEARING FUND</b>          |                    |                 |                  |              |                     |
| Public Funds Checking         |                    | n/a             | Jefferson Bank   | n/a          | 2,301,916 (3)       |
| Certificate of Deposit-8199   | 8-06-17            | 5/6/2018        | Jefferson Bank   | 0.27%        | 169,019             |
| Certificate of Deposit-9344   | 1-20-17            | 7/20/2018       | Jefferson Bank   | 0.27%        | 168,720             |
| 9 months Subtotal             |                    |                 |                  |              | 337,739             |
| Certificate of Deposit-5019   | 5-18-17            | 5/18/2018       | Jefferson Bank   | 0.45%        | 339,878             |
| Certificate of Deposit-3719   | 6-19-17            | 6/19/2018       | Jefferson Bank   | 0.71%        | 339,946             |
| 12 months Subtotal            |                    |                 |                  |              | 679,824             |
| Certificate of Deposit-1416   | 7-20-16            | 7/20/2018       | Jefferson Bank   | 0.51%        | 309,213             |
| Certificate of Deposit-8473   | 5-18-16            | 5/18/2018       | Jefferson Bank   | 0.55%        | 309,977             |
| Certificate of Deposit-1530   | 6-19-16            | 6/19/2018       | Jefferson Bank   | 0.31%        | 307,292             |
| 24 months Subtotal            |                    |                 |                  |              | 926,482             |
| Certificate of Deposit-3385   | 5-18-15            | 5/18/2018       | Jefferson Bank   | 0.75%        | 34,760              |
| Certificate of Deposit-6423   | 6-19-15            | 6/19/2018       | Jefferson Bank   | 0.77%        | 34,756              |
| Certificate of Deposit-4544   | 7-20-15            | 7/20/2018       | Jefferson Bank   | 0.70%        | 34,681              |
| 36 months Subtotal            |                    |                 |                  |              | 104,196             |
| Money Market Account          | 5-07-12            | n/a             | Jefferson Bank   | 0.35%        | 1,014,029           |
| <b>Subtotal</b>               |                    |                 |                  |              | <b>6,248,882</b>    |
| <b>DEBT SERVICE FUNDS</b>     |                    |                 |                  |              |                     |
| Series 2000 Reserve Account   |                    |                 | U.S. Bank        | 0.15%        | 58,500 (1)          |
| Series 2000 Revenue Account   |                    |                 | U.S. Bank        | 0.15%        | 205,928 (1)         |
| Series 2007-2 Revenue Account |                    |                 | U.S. Bank        | 0.15%        | 270,176 (1)         |
| Series 2007-3 Revenue Account |                    |                 | U.S. Bank        | 0.15%        | 568,034 (1)         |
| <b>Subtotal</b>               |                    |                 |                  |              | <b>307,855</b>      |
| <b>UNINSURABLE ASSETS</b>     |                    |                 |                  |              |                     |
| Certificate of Deposit-4426   | 5-18-17            | 5/18/2018       | Jefferson Bank   | 0.45%        | 271,451 (2)         |
| Certificate of Deposit-1338   | 5-18-16            | 5/18/2018       | Jefferson Bank   | 0.55%        | 413,303 (2)         |
| <b>Subtotal</b>               |                    |                 |                  |              | <b>684,755</b>      |
| <b>Total</b>                  |                    |                 |                  |              | <b>\$ 7,241,492</b> |

(1) U.S. Bank Open Ended Monthly Commercial Paper Manual Sweep

(2) The two former uninsurable accounts are now held in these two Certificates of Deposit.

(3) Excess funds were moved to the Money Market Account.

**2D.**

**WESTCHASE  
COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2017**

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2017, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters*****Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

**Report on Other Legal and Regulatory Requirements**

We have also issued our report dated February 15, 2018, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

February 15, 2018

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

Our discussion and analysis of Westchase Community Development District, Hillsborough County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2017. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$14,578,520.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,178,818, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2017, the District's governmental funds reported combined ending fund balances of \$4,489,390, an increase of \$167,778 in comparison with the prior fiscal year. A portion of fund balance is non-spendable for prepaid and other items, restricted for debt service and capital projects, assigned to reserves and projects, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), physical environment (maintenance), and culture and recreation functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.



OVERVIEW OF FINANCIAL STATEMENTS (Continued)Fund Financial Statements (Continued)Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains four governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general, debt service 2000, debt service 2007, and capital projects funds, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

|                                     | NET POSITION<br>SEPTEMBER 30, |               |
|-------------------------------------|-------------------------------|---------------|
|                                     | 2017                          | 2016          |
| Current and other assets            | \$ 4,591,475                  | \$ 4,634,765  |
| Capital assets, net of depreciation | 12,180,875                    | 12,202,370    |
| Total assets                        | 16,772,350                    | 16,837,135    |
| Current liabilities                 | 143,830                       | 372,433       |
| Long-term liabilities               | 2,050,000                     | 3,065,000     |
| Total liabilities                   | 2,193,830                     | 3,437,433     |
| Net position                        |                               |               |
| Net investment in capital assets    | 10,130,875                    | 9,137,370     |
| Restricted                          | 1,046,244                     | 1,069,822     |
| Unrestricted                        | 3,401,401                     | 3,192,510     |
| Total net position                  | \$ 14,578,520                 | \$ 13,399,702 |

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

|                                  | 2017                 | 2016                 |
|----------------------------------|----------------------|----------------------|
| Revenues:                        |                      |                      |
| Program revenues:                |                      |                      |
| Charges for services             | \$ 4,456,444         | \$ 4,469,594         |
| Capital grants and contributions | 3,044                | 3,597                |
| General revenues:                |                      |                      |
| Unrestricted investment earnings | 9,605                | 11,277               |
| Total revenues                   | <u>4,469,093</u>     | <u>4,484,468</u>     |
| Expenses:                        |                      |                      |
| General government               | 352,198              | 374,445              |
| Physical environment             | 2,793,460            | 2,936,760            |
| Culture and recreation           | 18,290               | 36,946               |
| Interest                         | 126,327              | 170,498              |
| Total expenses                   | <u>3,290,275</u>     | <u>3,518,649</u>     |
| Change in net position           | <u>1,178,818</u>     | <u>965,819</u>       |
| Net position - beginning         | <u>13,399,702</u>    | <u>12,433,883</u>    |
| Net position - ending            | <u>\$ 14,578,520</u> | <u>\$ 13,399,702</u> |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2017 was \$3,290,275. The costs of the District's activities were primarily funded by program revenues, which decreased slightly from the prior year. Program revenues were comprised primarily of assessments for both fiscal years. In total, expenses, including depreciation, decreased from the prior fiscal year. The majority of the decrease was the result of a nonrecurring loss on disposal of capital assets in the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2017.

The majority of the variance between budgeted and actual general fund revenues for the current fiscal year is the result of unbudgeted miscellaneous revenues, including amenity charges. In addition, less homeowners took advantage of the discount available on assessments for early payment than expected. Actual general fund expenditures for the fiscal year ended September 30, 2017 were less than appropriations due primarily to anticipated costs which were not incurred in the current fiscal year.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2017, the District had \$22,835,975 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$10,655,100 has been taken, which resulted in a net book value of \$12,180,875. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2017, the District had \$2,050,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEARS BUDGETS AND OTHER EVENTS

The District anticipates that the general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Westchase Community Development District's Finance Department at 210 N. University Drive, Suite 702, Coral Springs, Florida 33071.

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2017**

|                                       | Governmental<br>Activities |
|---------------------------------------|----------------------------|
| <b>ASSETS</b>                         |                            |
| Cash and cash equivalents             | \$ 1,412,055               |
| Investments                           | 2,045,845                  |
| Due from other government             | 27,999                     |
| Other receivable                      | 4,390                      |
| Prepaid expenses                      | 3,717                      |
| Deposits                              | 40,921                     |
| Restricted assets:                    |                            |
| Investments                           | 1,056,548                  |
| Capital assets:                       |                            |
| Non-depreciable                       | 6,864,655                  |
| Depreciable, net                      | 5,316,220                  |
| Total assets                          | <u>16,772,350</u>          |
| <b>LIABILITIES</b>                    |                            |
| Accounts payable and accrued expenses | 87,486                     |
| Wages payable                         | 14,599                     |
| Accrued interest payable              | 41,745                     |
| Non-current liabilities:              |                            |
| Due within one year                   | 795,000                    |
| Due in more than one year             | 1,255,000                  |
| Total liabilities                     | <u>2,193,830</u>           |
| <b>NET POSITION</b>                   |                            |
| Net investment in capital assets      | 10,130,875                 |
| Restricted for debt service           | 362,360                    |
| Restricted for capital projects       | 683,884                    |
| Unrestricted                          | 3,401,401                  |
| Total net position                    | <u>\$ 14,578,520</u>       |

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

| Functions/Programs               | Expenses   | Program Revenues           |  | Net (Expense)<br>Revenue and<br>Changes in Net<br>Position |
|----------------------------------|------------|----------------------------|--|--|
|                                  |            | Charges<br>for<br>Services | Capital<br>Grants and<br>Contributions | Governmental<br>Activities                                 |
| Governmental activities:         |            |                            |  |  |
| General government               | \$ 352,198 | \$ 352,198                 | \$ -                                   | \$ -   |
| Physical environment             | 2,793,460  | 2,918,729                  | 3,044                                  | 128,313  |
| Culture and recreation           | 18,290     | 27,123                     | -                                      | 8,833  |
| Interest on long-term debt       | 126,327    | 1,158,394                  | -                                      | 1,032,067  |
| Total governmental activities    | 3,290,275  | 4,456,444                  | 3,044                                  | 1,169,213  |
| General revenues:                |            |                            |  |  |
| Unrestricted investment earnings |            |                            |  | 9,605  |
| Total general revenues           |            |                            |  | 9,605  |
| Change in net position           |            |                            |  | 1,178,818  |
| Net position - beginning         |            |                            |  | 13,399,702   |
| Net position - ending            |            |                            |  | \$ 14,578,520  |

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2017**

|                                       | Major Funds         |                      |                      |                     | Total                 |
|---------------------------------------|---------------------|----------------------|----------------------|---------------------|-----------------------|
|                                       | General             | Debt Service<br>2000 | Debt Service<br>2007 | Capital<br>Projects | Governmental<br>Funds |
| <b>ASSETS</b>                         |                     |                      |                      |                     |                       |
| Cash and cash equivalents             | \$ 1,389,583        | 1,009                | \$ 21,463            | \$ -                | \$ 1,412,055          |
| Investments                           | 2,045,845           | 142,486              | 230,178              | 683,884             | 3,102,393             |
| Due from other government             | 20,681              | 1,073                | 6,245                | -                   | 27,999                |
| Other receivable                      | 4,390               | -                    | -                    | -                   | 4,390                 |
| Prepaid expenses                      | -                   | 3,717                | -                    | -                   | 3,717                 |
| Deposits                              | 40,921              | -                    | -                    | -                   | 40,921                |
| Total assets                          | <u>\$ 3,501,420</u> | <u>\$ 148,285</u>    | <u>\$ 257,886</u>    | <u>\$ 683,884</u>   | <u>\$ 4,591,475</u>   |
| <b>LIABILITIES AND FUND BALANCES</b>  |                     |                      |                      |                     |                       |
| Liabilities:                          |                     |                      |                      |                     |                       |
| Accounts payable and accrued expenses | \$ 85,420           | \$ 1,000             | \$ 1,066             | \$ -                | \$ 87,486             |
| Wages payable                         | 14,599              | -                    | -                    | -                   | 14,599                |
| Total liabilities                     | <u>100,019</u>      | <u>1,000</u>         | <u>1,066</u>         | <u>-</u>            | <u>102,085</u>        |
| Fund balances:                        |                     |                      |                      |                     |                       |
| Nonspendable:                         |                     |                      |                      |                     |                       |
| Prepaid items and deposits            | 40,921              | 3,717                | -                    | -                   | 44,638                |
| Restricted for:                       |                     |                      |                      |                     |                       |
| Debt service                          | -                   | 143,568              | 256,820              | -                   | 400,388               |
| Capital projects                      | -                   | -                    | -                    | 683,884             | 683,884               |
| Assigned to:                          |                     |                      |                      |                     |                       |
| Operating reserves                    | 803,010             | -                    | -                    | -                   | 803,010               |
| Roadway projects                      | 754,299             | -                    | -                    | -                   | 754,299               |
| Erosion Control                       | 60,000              | -                    | -                    | -                   | 60,000                |
| Unassigned:                           | 1,743,171           | -                    | -                    | -                   | 1,743,171             |
| Total fund balances                   | <u>3,401,401</u>    | <u>147,285</u>       | <u>256,820</u>       | <u>683,884</u>      | <u>4,489,390</u>      |
| Total liabilities and fund balances   | <u>\$ 3,501,420</u> | <u>\$ 148,285</u>    | <u>\$ 257,886</u>    | <u>\$ 683,884</u>   | <u>\$ 4,591,475</u>   |

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2017**

|                                   |              |
|-----------------------------------|--------------|
| Fund balance - governmental funds | \$ 4,489,390 |
|-----------------------------------|--------------|

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

|                          |                     |            |
|--------------------------|---------------------|------------|
| Cost of capital assets   | 22,835,975          |            |
| Accumulated depreciation | <u>(10,655,100)</u> | 12,180,875 |

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

|   |                    |                             |
|---|--------------------|-----------------------------|
| Accrued interest payable                | (41,745)           |                             |
| Bonds payable                           | <u>(2,050,000)</u> | (2,091,745)                 |
| Net position of governmental activities |                    | <u><u>\$ 14,578,520</u></u> |

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

|  | Major Funds  |                      |                      |                     | Total                 |
|--|--------------|----------------------|----------------------|---------------------|-----------------------|
|  | General      | Debt Service<br>2000 | Debt Service<br>2007 | Capital<br>Projects | Governmental<br>Funds |
| REVENUES   |              |                      |                      |                     |                       |
| Assessments  | \$ 3,271,775 | \$ 169,762           | \$ 987,952           | \$ -                | \$ 4,429,489          |
| Interest   | 9,605        | 269                  | 699                  | 3,044               | 13,617                |
| Miscellaneous revenue  | 27,123       | -                    | -                    | -                   | 27,123                |
| Total revenues   | 3,308,503    | 170,031              | 988,651              | 3,044               | 4,470,229             |
| EXPENDITURES   |              |                      |                      |                     |                       |
| Current:   |              |                      |                      |                     |                       |
| General government   | 317,569      | 7,039                | 27,590               | -                   | 352,198               |
| Physical environment   | 2,305,752    | -                    | -                    | -                   | 2,305,752             |
| Culture and recreation                                       | 18,290       | -                    | -                    | -                   | 18,290                |
| Debt service:  |              |                      |                      |                     |                       |
| Principal  | -            | 110,000              | 905,000              | -                   | 1,015,000             |
| Interest   | -            | 41,535               | 103,463              | -                   | 144,998               |
| Capital outlay   | 466,213      | -                    | -                    | -                   | 466,213               |
| Total expenditures   | 3,107,824    | 158,574              | 1,036,053            | -                   | 4,302,451             |
| Excess (deficiency) of revenues<br>over (under) expenditures |              |                      |                      |                     |                       |
|  | 200,679      | 11,457               | (47,402)             | 3,044               | 167,778               |
| OTHER FINANCING SOURCES (USES)                               |              |                      |                      |                     |                       |
| Transfers in (out)   | 9,060        | -                    | (9,060)              | -                   | -                     |
| Total other financing sources (uses)                         | 9,060        | -                    | (9,060)              | -                   | -                     |
| Net change in fund balances                                  |              |                      |                      |                     |                       |
|  | 209,739      | 11,457               | (56,462)             | 3,044               | 167,778               |
| Fund balances - beginning                                    | 3,191,662    | 135,828              | 313,282              | 680,840             | 4,321,612             |
| Fund balances - ending                                       | \$ 3,401,401 | \$ 147,285           | \$ 256,820           | \$ 683,884          | \$ 4,489,390          |

See notes to the financial statements



**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

|  |                     |
|--|---------------------|
| Net change in fund balances - total governmental funds   | \$ 167,778          |
| Amounts reported for governmental activities in the statement of activities are different because:   |                     |
| Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.  | 466,213             |
| Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.   | (487,708)           |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | 1,015,000           |
| Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial statements.                       | (1,136)             |
| The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.   | 18,671              |
| Change in net position of governmental activities  | <u>\$ 1,178,818</u> |

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Westchase Community Development District ("District") was created on January 9, 1991 by Ordinance 91-1 of the Board of County Commissioners of Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. In a prior fiscal year, the District and Westchase East Community Development District passed resolutions allowing actions to be taken to merge the Districts. Pursuant to the agreement, Westchase Community Development District is the surviving District and assumed all indebtedness of, and received title to all property owned by Westchase East Community Development District.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. For debt service, certain amounts are collected at lot closings as advance payments and are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments, and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund 2000**

The debt service fund is used to account for the accumulation of resources for the payment of principal and interest on long-term debt, Series 2000.

### **Debt Service Fund 2007**

The debt service fund is used to account for the accumulation of resources for the payment of principal and interest on long-term debt, Series 2007.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity****Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

**Inventories and Prepaid Items**

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets**

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u>                | <u>Years</u> |
|------------------------------|--------------|
| Improvements                 | 10 - 30      |
| Buildings and infrastructure | 15 - 40      |
| Infrastructure               | 15 - 40      |
| Machinery and equipment      | 10 - 15      |

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity (Continued)**Capital Assets (Continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity (Continued)****Fund Equity/Net Position (Continued)**

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal agreements that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the District would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**Other Disclosures****Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

**NOTE 4 – DEPOSITS AND INVESTMENTS****Deposits**

The District's cash balances including certificates of deposit as shown below were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)****Investments**

The District's investments were held as follows at September 30, 2017:

|   | Amortized Cost      | Credit Risk | Maturities                           |
|---|---------------------|-------------|--------------------------------------|
| U.S. Bank N.A. Open Commercial Paper      | \$ 361,662          | S&P A-1+    | Open ended                           |
| First American Government Obligation CL Y | 11,001              | S&P AAAm    | Weighted average maturities: 23 days |
| Certificate of Deposit - 9 months         | 168,435             | N/A         | 10/20/17                             |
| Certificate of Deposit - 9 months         | 168,905             | N/A         | 05/06/18                             |
| Certificate of Deposit - 12 months        | 339,497             | N/A         | 06/19/18                             |
| Certificate of Deposit - 12 months        | 339,345             | N/A         | 06/19/18                             |
| Certificate of Deposit - 12 months        | 271,147             | N/A         | 05/18/18                             |
| Certificate of Deposit - 24 months        | 412,737             | N/A         | 05/18/18                             |
| Certificate of Deposit - 24 months        | 309,553             | N/A         | 05/18/18                             |
| Certificate of Deposit - 24 months        | 307,292             | N/A         | 06/19/18                             |
| Certificate of Deposit - 24 months        | 308,820             | N/A         | 07/20/18                             |
| Certificate of Deposit - 36 months        | 34,695              | N/A         | 05/18/18                             |
| Certificate of Deposit - 36 months        | 34,689              | N/A         | 06/19/18                             |
| Certificate of Deposit - 36 months        | 34,615              | N/A         | 07/20/18                             |
| Total Investments                         | <u>\$ 3,102,393</u> |             |                                      |

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. In addition, non-participating interest earning investment contracts should also be reported using a cost based measure. Accordingly, the District's investments have been reported at amortized cost above.

**NOTE 5 – CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2017 was as follows:

|  | Beginning<br>Balance | Additions  | Reductions   | Ending<br>Balance |
|--|----------------------|------------|--------------|-------------------|
| <u>Governmental activities</u>               |                      |            |              |                   |
| Capital assets, not being depreciated        |                      |            |              |                   |
| Land and improvements                        | \$ 6,864,655         | \$ -       | \$ -         | \$ 6,864,655      |
| Construction in progress                     | 655,609              | -          | (655,609)    | -                 |
| Total capital assets, not being depreciated  | 7,520,264            | -          | (655,609)    | 6,864,655         |
| Capital assets, being depreciated            |                      |            |              |                   |
| Infrastructure                               | 9,892,408            | -          | -            | 9,892,408         |
| Buildings                                    | 486,796              | -          | -            | 486,796           |
| Improvements other than buildings            | 4,351,155            | 1,080,934  | -            | 5,432,089         |
| Machinery and equipment                      | 132,933              | 40,888     | (13,794)     | 160,027           |
| Total capital assets, being depreciated      | 14,863,292           | 1,121,822  | (13,794)     | 15,971,320        |
| Less accumulated depreciation for:           |                      |            |              |                   |
| Infrastructure                               | (6,330,188)          | (335,393)  | -            | (6,665,581)       |
| Buildings                                    | (246,387)            | (19,256)   | -            | (265,643)         |
| Improvements other than buildings            | (3,515,306)          | (125,830)  | -            | (3,641,136)       |
| Machinery and equipment                      | (89,305)             | (7,229)    | 13,794       | (82,740)          |
| Total accumulated depreciation               | (10,181,186)         | (487,708)  | 13,794       | (10,655,100)      |
| Total capital assets, being depreciated, net | 4,682,106            | 634,114    | -            | 5,316,220         |
| Governmental activities capital assets, net  | \$ 12,202,370        | \$ 634,114 | \$ (655,609) | \$ 12,180,875     |

Depreciation expense was charged to the physical environment function/program.

**NOTE 6 – LONG-TERM LIABILITIES****Series 2000**

On August 1, 2000 the District issued \$1,740,000 of Capital Improvement Revenue Bonds, Series 2000 due on May 1, 2021 with a fixed interest rate of 7.1%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2002 through May 1, 2021.

The Series 2000 Bonds are subject to redemption at the option of the District prior to their maturity as outlined in the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2017.

**Series 2007**

On April 25, 2007, the District issued \$9,275,000 of Special Assessment Revenue Refunding Bonds, Series 2007 consisting of \$2,070,000 Term Bonds Series 2007-1 due on May 1, 2017 with a fixed interest rates of 3.5% - 4%, \$2,515,000 Term Bonds Series 2007-2 due on May 1, 2018 with fixed interest rates of 3.5% - 4%, and \$4,690,000 Term Bonds Series 2007-3 due on May 1, 2020 with fixed interest rates of 3.5% - 4.25%. The Bonds were issued to refund the outstanding balances of the Series 1995 1997, and 1998 Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2008 through their respective maturity dates. The 2007-1 Bonds were paid off during the current fiscal year.



**NOTE 6 – LONG-TERM LIABILITIES (Continued)****Series 2007 (Continued)**

The Series 2007-2 and 2007-3 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture provides for a surety bond to be obtained in place of funding for the Debt Service Reserve Fund (the "Reserve Fund"). The Debt Service Reserve Fund Surety Bond constitutes a Debt Service Reserve Fund Insurance Policy under the Bond Indenture. The District has obtained the required bonding which has a market value of \$609,100 and is in compliance with the reserve requirement.

In addition, the Bond Indenture has certain other restrictions and requirements including the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with those requirements at September 30, 2017.

**Long-term debt activity**

Changes in long-term liability activity for the fiscal year ended September 30, 2017 were as follows:

|                                | Beginning<br>Balance | Additions   | Reductions            | Ending<br>Balance   | Due Within<br>One Year |
|--------------------------------|----------------------|-------------|-----------------------|---------------------|------------------------|
| <u>Governmental activities</u> |                      |             |                       |                     |                        |
| Bonds payable:                 |                      |             |                       |                     |                        |
| Series 2000                    | \$ 585,000           | \$ -        | \$ (110,000)          | \$ 475,000          | \$ 110,000             |
| Series 2007                    | 2,480,000            | -           | (905,000)             | 1,575,000           | 685,000                |
| Total Bonds payable            | <u>\$ 3,065,000</u>  | <u>\$ -</u> | <u>\$ (1,015,000)</u> | <u>\$ 2,050,000</u> | <u>\$ 795,000</u>      |

At September 30, 2017, the scheduled debt service requirements on the long-term debt were as follows:

| Year ending<br>September 30: | Governmental Activities |                   |                     |
|------------------------------|-------------------------|-------------------|---------------------|
|                              | Principal               | Interest          | Total               |
| 2018                         | \$ 795,000              | \$ 99,988         | \$ 894,988          |
| 2019                         | 550,000                 | 63,740            | 613,740             |
| 2020                         | 575,000                 | 37,088            | 612,088             |
| 2021                         | 130,000                 | 9,230             | 139,230             |
| Total                        | <u>\$ 2,050,000</u>     | <u>\$ 210,046</u> | <u>\$ 2,260,046</u> |

**NOTE 7 – RETIREMENT PLAN**

The District maintains individual retirement accounts for employees who meet a certain pay requirement. The District's required contribution is 2% of the total salaries of qualified participants. Total salaries of qualified participants for the fiscal year ended September 30, 2017 were \$247,117. Employer contributions for the period were \$4,942.

**NOTE 8 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

**NOTE 9 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims have not exceeded commercial insurance coverage over the past three years.

## **NOTE 10 – SUBSEQUENT EVENTS**

### **Bond Payments**

Subsequent to fiscal year end, the District prepaid a total of \$15,000 of the Series 2000 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

### **Bank Account**

Subsequent to the end of the fiscal, the District's checking account was compromised. The District is working with the bank to resolve the matter.

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017**

|  | <u>Budgeted Amounts</u><br>Original & Final | <u>Actual</u><br>Amounts | Variance with<br>Final Budget -<br>Positive<br>(Negative) |
|--|---|--------------------------|---|
| <b>REVENUES</b>  |   |                          |   |
| Assessments  | \$ 3,254,475                                | \$ 3,271,775             | \$ 17,300   |
| Interest   | 8,572                                       | 9,605                    | 1,033   |
| Other revenue  | -   | 27,123                   | 27,123  |
| Total revenues   | <u>3,263,047</u>                            | <u>3,308,503</u>         | <u>45,456</u>   |
| <b>EXPENDITURES</b>  |   |                          |   |
| Current:   |   |                          |   |
| General government   | 375,278                                     | 317,569                  | 57,709  |
| Physical environment   | 2,422,181                                   | 2,305,752                | 116,429   |
| Culture and recreation                                       | -   | 18,290                   | (18,290)  |
| Capital outlay   | 412,269                                     | 466,213                  | (53,944)  |
| Total expenditures   | <u>3,209,728</u>                            | <u>3,107,824</u>         | <u>101,904</u>  |
| Excess (deficiency) of revenues<br>over (under) expenditures | \$ 53,319                                   | 200,679                  | \$ 147,360  |
| <b>OTHER FINANCING SOURCES</b>                               |   |                          |   |
| Use of fund balance  | -   | -                        | -   |
| Transfer in (out)  | -   | 9,060                    | 9,060   |
| Total other financing sources                                | <u>-</u>                                    | <u>9,060</u>             | <u>9,060</u>  |
| Net change in fund balance                                   | <u>\$ 53,319</u>                            | 209,739                  | <u>\$ 156,420</u>   |
| Fund balance - beginning                                     |   | <u>3,191,662</u>         |   |
| Fund balance - ending  |   | <u>\$ 3,401,401</u>      |   |

See notes to required supplementary information

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2017.

The majority of the variance between budgeted and actual general fund revenues for the current fiscal year is the result of unbudgeted miscellaneous revenues, including recreational charged. In addition, less homeowners took advantage of the discount available on assessments for early payment than expected. Actual general fund expenditures for the fiscal year ended September 30, 2017 were less than appropriations due primarily to anticipated costs which were not incurred in the current fiscal year.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated February 15, 2018.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 15, 2018



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

We have examined Westchase Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2017. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2017.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Westchase Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 15, 2018



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated February 15, 2018.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 15, 2018, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Westchase Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Westchase Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

February 15, 2018



## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2016.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2017.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2017.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2017 financial audit report.
6. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
7. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2017. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

## **Fifth Order of Business**

**5A**

## RESOLUTION 2018-1

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTCHASE COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE HILLSBOROUGH COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION

**WHEREAS**, the Westchase Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of Westchase Community Development District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes and to instruct the Hillsborough County Supervisor of Elections (the "Supervisor") to conduct the District's General Elections.

**WHEREAS**, the Supervisor has requested the District adopt a resolution confirming the District's use of the Supervisor for the purpose of conducting the District's future supervisor elections in conjunction with the General Election; and

**WHEREAS**, the District desires to continue to use the Supervisor for the purpose of conducting the District's supervisor elections in conjunction with the General Election.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTCHASE COMMUNITY DEVELOPMENT DISTRICT:

**Section 1.** The Board is currently made up of the following individuals: James P. Mills, Gregory Chesney, Barbara Hessler Griffith, Matt Lewis and Brian Ross.

**Section 2.** The term of office for each member of the Board is as follows:

|                             |        |                             |
|-----------------------------|--------|-----------------------------|
| Supervisor Chesney          | Seat 1 | four year - expires 11/2018 |
| Supervisor Hessler Griffith | Seat 2 | four year – expires 11/2018 |
| Supervisor Lewis            | Seat 3 | four year – expires 11/2020 |
| Supervisor Ross             | Seat 4 | four year – expires 11/2020 |
| Supervisor Mills            | Seat 5 | four year – expires 11/2020 |

**Section 3.** Seat 1 currently held by Mr. Chesney and Seat 2 currently held by Ms. Hessler Griffith are scheduled for the General Election in November 2018.

**Section 4.** Pursuant to section 190.006(8), Florida Statutes, members of the Board shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

**Section 5.** The term of office for the individuals to be elected to the Board in the November 2018 General Election is four years.

**Section 6.** The new Board members shall assume office on the second Tuesday following their election.

**Section 7.** The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

**PASSED AND ADOPTED THIS 6<sup>TH</sup> DAY OF MARCH, 2018.**

**ATTEST:**

**WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT**

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Andrew P. Mendenhall, PMP  
Secretary

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James P. Mills  
Chairman

## **Sixth Order of Business**

## Westchase

## Field Office Report

**Assigned To** Doug and Sonny

| Issue | 5001 | Westra Reclaim Line/Linebaugh | Open Date |
|-------|------|-------------------------------|-----------|
|-------|------|-------------------------------|-----------|

Westra working on restoration, Gretna Green turning lane has been opened

| Issue | 5002 | Holiday Decorations | Open Date 12/5/2017 |
|-------|------|---------------------|---------------------|
|-------|------|---------------------|---------------------|

Require discussion on what you would like to see next year as 90% need replacements

| Issue | 5003 | Green Dwelling Live | Open Date 10/2/2017 |
|-------|------|---------------------|---------------------|
|-------|------|---------------------|---------------------|

Ongoing

| Issue | 5004 | West Park Village Signage | Open Date 10/01/2017 |
|-------|------|---------------------------|----------------------|
|-------|------|---------------------------|----------------------|

Working on Verbiage for the Contract, Arete Industries is working with Erin.. they have some concerns

| Issue | 5005 | Irrigation | Open Date 2/27/2018 |
|-------|------|------------|---------------------|
|-------|------|------------|---------------------|

System requires an update to Version #3

## Field Office Report for March 2018 Meeting

### Landscape

- Palm Tree Trimming starting 2.27

### Parks

- Repair completed at Pour and Play
- Still working on securing proposal for Baybridge Canopy and WPV Canopy
- Looking to add 4 benches into the playground at WPV

### Irrigation

- Our Sentinel System has been in 2010 it requires a upgrade just like your computer
- Proposal is attached..