

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,

1 district manager. And we have Tonja Stewart
 2 on the line. And I understand that Barbara
 3 might be joining us. Barbara, I don't know if
 4 you have yet.
 5 (No response.)
 6 MR. MENDENHALL: Okay. Obviously we'll
 7 note for the record if she does join.
 8 So Item Number Two is the consent
 9 agenda. I'll ask first if there is a motion
 10 to approve that.
 11 MR. CHESNEY: So moved.
 12 MR. MENDENHALL: Okay. Do we have a
 13 second?
 14 CHAIRMAN MILLS: Second.
 15 MR. MENDENHALL: All right. Any
 16 discussion or questions or comments on the
 17 consent agenda?
 18 (No response.)
 19 MR. MENDENHALL: Hearing none, all in
 20 favor?
 21 (All members signify in the
 22 affirmative.)
 23 MR. MENDENHALL: Any opposed?
 24 CHAIRMAN MILLS: No.
 25 MR. MENDENHALL: Okay. That motion

1 carries.
 2 (Motion passes.)
 3 MR. MENDENHALL: So we have three main
 4 items, and we have some resident and guest
 5 speaker input tonight.
 6 We're going to start off with River
 7 Oaks, but first I wanted to give the floor to
 8 the chair for opening comments.
 9 CHAIRMAN MILLS: Thank you, Andy.
 10 So as we can see this evening, we've got
 11 residents that have some things on their minds
 12 tonight. But in deference to the legal safe
 13 capacity of this building, we're going to
 14 enforce the kind of shuttling in and out of
 15 folks based on topics in order to stay safe.
 16 So I appreciate everyone's patience.
 17 Fortunately, it's no longer cold or
 18 rainy outside, so that makes this easier to
 19 administer. But the order we're going to go
 20 through, which was stated on the building as
 21 you came in, is we've got representatives from
 22 Hillsborough County with us that are going to
 23 open tonight with a review about the River
 24 Oaks wastewater project. And we'll get to
 25 that in a minute.

1 And then that will be followed by the
 2 Kingsbridge Avenue residents that are here
 3 with a concern. And then I think most of the
 4 folks that are here are with the golf course
 5 issue. And we'll address that when we get to
 6 that point.
 7 MR. MENDENHALL: Sounds great.
 8 CHAIRMAN MILLS: With that, turn back to
 9 you.
 10 MR. MENDENHALL: All right. So, we'll
 11 -- yes.
 12 MS. WHYTE: The gentleman, I didn't get
 13 his card. So I apologize, here's his blue
 14 book.
 15 MR. MENDENHALL: Great. So we have some
 16 folks here regarding the River Oaks project.
 17 I'll ask if those folks can introduce
 18 themselves to the board, and we do transcribe
 19 these things, so it helps us out in that
 20 regard as well.
 21 MR. HARRINGTON: I'm Bill Harrington.
 22 I'm with the Hillsborough County Public
 23 Utilities Department. With us is also
 24 Stephanie Agliano from the communications
 25 department, consultant.

1 MS. AGLIANO: Neighborhood relations.
 2 MS. ROBINSON: Michelle Robinson, and
 3 I've met with you folks previously with the
 4 project team a few years ago. I'm a
 5 consultant with Hillsborough County doing
 6 public outreach on this whole wastewater
 7 consolidation program.
 8 MR. HARRINGTON: And Darren Alfonso is
 9 also a consultant for the design-build
 10 contractor, one of the firms. Darren, there
 11 you go.
 12 MR. ALFONSO: We have previously -- you
 13 may remember having met at some point in the
 14 past with Tom Rawls. Tom Rawls moved to public
 15 works. I kind of took his place.
 16 CHAIRMAN MILLS: Lucky you.
 17 MR. ALFONSO: So far so good.
 18 CHAIRMAN MILLS: So before you begin,
 19 let me just say we appreciate all of you being
 20 here. As you can imagine, there's some angst
 21 about what's coming, particularly on the heels
 22 of what the residents have just gone through
 23 along Linebaugh, realizing that's a completely
 24 unrelated project, but inconvenience is not
 25 well spelt in this community, so we appreciate

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

1 line, we're going to directional drill that in
 2 the median. So there will be two directional
 3 drills either from the center to the -- will
 4 be from the outside, they'll drill and pull
 5 back pipe.
 6 So we'll drill from the intersection,
 7 you know, or from west of the intersection,
 8 drill to the center, and we'll pull in one
 9 long line of pipe; likewise, we'll drill from
 10 the end here and pull in one long line of pipe
 11 that way.
 12 It won't be the disruptive work that you
 13 see here in the medians or on the shoulders
 14 that you normally used to see with open
 15 excavation. So these are directional drills.
 16 CHAIRMAN MILLS: So it's not going to be
 17 under the median?
 18 MR. ALFONSO: It will be under the
 19 median.
 20 CHAIRMAN MILLS: Under the median.
 21 Okay.
 22 MS. ROBINSON: It tunnels.
 23 MR. ALFONSO: Under. But it tunnels
 24 under. We'll drill a line in, and then we're
 25 going to grab the pipe and just pull it in in

1 one shot.
 2 CHAIRMAN MILLS: Okay.
 3 MS. WHYTE: How deep are you going? How
 4 deep is it --
 5 MR. ALFONSO: It's not -- I don't know
 6 the design. It's been generally about 20-feet
 7 deep.
 8 MS. WHYTE: -- because we have
 9 electrical and stuff like that?
 10 MR. ALFONSO: Yeah, we know. We put it
 11 in.
 12 MS. WHYTE: No. No. No, not that.
 13 But we have our irrigation, and I'm sure
 14 that was already discussed with you.
 15 MR. ALFONSO: Yes, in coordination with
 16 your folks as well. So we're aware of that.
 17 CHAIRMAN MILLS: How will that differ
 18 from what you've already started to do on
 19 Sheldon Road with the removal of all the oak
 20 trees and so forth?
 21 MR. ALFONSO: Anything that we disrupt,
 22 we restore. We'll work together.
 23 MR. MAYS: But you're going under our
 24 trees, is what I was told out there.
 25 MR. ALFONSO: Yes. We're helping cut

1 down, down the center of Sheldon, so we're
 2 digging it up as we go.
 3 This one here, we know about the
 4 disruption, much less invasive, we drill and
 5 see a hole on one side, you'll see a hole on
 6 the other side, and launching a pipe, we're
 7 going to reach through and grab that pipe and
 8 pull it into that hole. That happens in like
 9 a day, that part of the operation.
 10 MR. MAYS: Just like what's going on
 11 now, that's how they did that pipe. That's
 12 why you haven't seen any trees removed, the
 13 only thing is the road got disrupted.
 14 CHAIRMAN MILLS: Okay.
 15 MR. ALFONSO: Where we cause damage, of
 16 course, we have to restore it.
 17 CHAIRMAN MILLS: Okay.
 18 MR. ALFONSO: So now to get to your
 19 angst. Here you go, the intersection. We're
 20 going to kind of roll around this clockwise.
 21 I know that these stages aren't necessarily
 22 the final end game.
 23 We're still working on the best way to
 24 do this. This work needs to start by May so
 25 that we can -- and it will take as much as --

1 as, you know, these five 30-day periods, so
 2 we're talking about five months through here.
 3 We're trying to shorten that. We'd
 4 rather, you know, under-promise and over-
 5 deliver than the other way around. We're
 6 going to start on the west side of the
 7 intersection and lay that pipe up to it.
 8 We're probably going to install then the
 9 next phase, which is actually shown here as
 10 Stage Two. Install this drill -- or this is
 11 the tunnel. We're going to lay a jack and
 12 bore, so it's going to be a big pit here. And
 13 we're going to drill a line underneath that.
 14 Right?
 15 And we'll have to push it as we go and
 16 weld it, and push it and weld it, and it's not
 17 an easy -- it's a complicated thing.
 18 Then the next one we'll do is this one
 19 up here, stage -- what's now known as Stage
 20 One. And so we're going to work our way
 21 around the intersection this way. It's a line
 22 to give up. So by the time we get to the
 23 wastewater line on the other corner, we'll
 24 give back the eastbound traffic on Linebaugh
 25 and quit disrupting this side, so never

1 interrupting more than two at one time.
 2 So it will be this one, then it will be
 3 this one and this one, then it will be, you
 4 know, north and east, and then we'll get out.
 5 We are also looking at another
 6 alternative. It's just that there's a private
 7 owner on the corner there. On the northeast
 8 corner, a private owner owns that like
 9 shopping center or a church or whatever it
 10 used to be.
 11 We're going to try and see if we can
 12 work a deal to see if we can get up in there,
 13 but we, so far, have not been successful doing
 14 that. But if we can get up in there, we can
 15 at least take out the work that's on the east
 16 side, make that a little bit more comfortable
 17 and maybe shorten this time.
 18 MR. ROSS: Question.
 19 MR. ALFONSO: Sure.
 20 MR. ROSS: On Stage Two, as an example,
 21 where I can see that diagonal purple line, is
 22 that the outline of where the underground line
 23 is going to go?
 24 MR. ALFONSO: In general, yes.
 25 MR. ROSS: And during the time that

1 you're performing the work, will cars be
 2 allowed to drive over that on the road, or are
 3 they going to be blocked from going over that?
 4 MR. ALFONSO: So you see this red area
 5 here to the north and the red area over here?
 6 Those are the lanes that will be taken.
 7 MR. ROSS: But where the purple line
 8 itself is, vehicles will still be able to
 9 traverse over that?
 10 MR. ALFONSO: Yes. This is just to show
 11 you where the tunnel is going to be.
 12 CHAIRMAN MILLS: That's your underground
 13 work. Right?
 14 MR. ALFONSO: Right. And it has to go
 15 deep because -- I don't know if you remember
 16 when we started building all the way back in
 17 the late '80s, when we started laying lines up
 18 Sheldon Road and started to open Linebaugh a
 19 little bit, none of this was here -- right?
 20 -- even through the '90s. And then this stuff
 21 started to bloom.
 22 There's a lot of stuff in this
 23 intersection, so we've got to go deep, we've
 24 got to go underneath it.
 25 But the idea is, if we start over here,

1 we're just disrupting this, and then when we
 2 get to, you know, the east, and then -- when
 3 we get to the east and the north and putting
 4 that -- this piece of pipe under, we're
 5 disrupting that; but before we move to the
 6 next stage, we give you that back, and then we
 7 start working back further to the east in the
 8 other way.
 9 What we'd like to do is see there's a
 10 way we can get this line to come up through
 11 the easement in that -- on the east side of
 12 northbound Sheldon, but we need to get
 13 permission from the folks that own that
 14 shopping center and work a deal out with them.
 15 We don't have a lot of time to do that,
 16 so it's either a deal we cut real quick or go
 17 to, you know, Plan A, so --
 18 CHAIRMAN MILLS: In every one of these
 19 stages, Bill, it looks like while there's
 20 lanes moved around, there are always left,
 21 right, and straight ahead.
 22 MR. ALFONSO: Yes. Always a minimum of
 23 two through lanes and one turn lane in each
 24 direction.
 25 CHAIRMAN MILLS: So we're not losing any

1 of that during this project.
 2 MR. ALFONSO: Right. Right.
 3 CHAIRMAN MILLS: Okay.
 4 MR. ALFONSO: Some of those might be
 5 shared. We try to avoid -- and I don't think
 6 there is anywhere there's a shared left turn.
 7 No. So left turn moves. Right?
 8 CHAIRMAN MILLS: Okay.
 9 MR. ALFONSO: So there's no shared left
 10 turn. There might be a shared right turn.
 11 CHAIRMAN MILLS: That's fine.
 12 MR. ALFONSO: But, yeah, people get out
 13 quick. They don't have to wait for anything
 14 to get through.
 15 But I know, I live south of here, so I
 16 drive through that intersection every day and
 17 every night. And every time I come out here,
 18 I drive through that intersection east and
 19 west, so I know that even without anything, A,
 20 there's accidents there, more than 23 a year,
 21 and, B, it's tough even without construction.
 22 So we're sensitive to that, and I get that.
 23 I want to thank you all for having us,
 24 too, by the way. I appreciate the opportunity
 25 to tell you what's going on.

1 MR. LEWIS: Absolutely. Thank you for
 2 coming.
 3 Real quick, you will have a maintenance
 4 and traffic plan to re-stripe these, so the
 5 work done won't be --
 6 MR. ALFONSO: Yes. Yes.
 7 MR. LEWIS: Okay. Okay.
 8 MR. ALFONSO: We've got at least three
 9 different permits for the intersection. So
 10 the traffic guys and -- you know, we're
 11 county. We're going to -- we live here, too.
 12 MR. LEWIS: Sure.
 13 MR. ALFONSO: And we own the
 14 infrastructure.
 15 MR. LEWIS: Right. One silver lining
 16 may be, I guess, to -- if the lanes, the turn
 17 lanes here, only have so much storage now, if
 18 you move it to an actual through lane, you'll
 19 have somewhat infinite storage.
 20 So if you take away the two lefts, but
 21 you're giving to one, there's quite a bit of
 22 length there. Right?
 23 MR. ALFONSO: There is. That is true.
 24 So those people can back up. And, you know, I
 25 haven't even thought about that. That's a

1 good point.
 2 CHAIRMAN MILLS: Yeah, but will the
 3 arrow timing be extended, because it will take
 4 longer to go through one lane than two?
 5 MR. ALFONSO: So one of the things -- we
 6 haven't done it yet -- one of the things we've
 7 asked -- so it's a design/build contract.
 8 We've asked the design/builder to get somebody
 9 to study that and see what the benefit would
 10 be.
 11 But if -- it's an infinitely long queue,
 12 as you just pointed out --
 13 MR. LEWIS: Right.
 14 CHAIRMAN MILLS: But --
 15 MR. ALFONSO: No, this particular left
 16 turn isn't that big of a deal, though.
 17 CHAIRMAN MILLS: -- but if it's a left
 18 turn lane, it doesn't have the sensors in it.
 19 How will it know --
 20 MR. LEWIS: Well, these loops will be --
 21 CHAIRMAN MILLS: Will it be left only in
 22 that case?
 23 MR. ALFONSO: We'll have to redo the
 24 line.
 25 CHAIRMAN MILLS: Right? You see what

1 I'm saying. Right?
 2 MR. ALFONSO: Yes. We can hire a
 3 consultant, and he'll tell us how to re-time
 4 the lights for each of these pieces.
 5 CHAIRMAN MILLS: Because the turn lanes
 6 have sensors to know when no one's coming to
 7 change the light.
 8 MR. ALFONSO: Right. And all that is
 9 going to get -- not all of it, but a lot of
 10 it's going to get disrupted, and we're going
 11 to have to redo it, and we're going to have to
 12 re-time the lights when we're done.
 13 CHAIRMAN MILLS: Okay.
 14 MR. ALFONSO: We know that those are
 15 things we have to do. And it doesn't go --
 16 but if we do this over the summer -- the idea
 17 is to start in May and finish in September --
 18 we do this over the summer, it's a lot less
 19 painful.
 20 CHAIRMAN MILLS: How is rainy season
 21 going to affect this project?
 22 MR. ALFONSO: This work? I mean, you
 23 never know how much. How much -- how it
 24 affects this work? Probably not too much.
 25 It's tunnel work, so --

1 CHAIRMAN MILLS: Okay.
 2 MR. ALFONSO: -- as long as -- you know
 3 what I mean -- it's wet down there now.
 4 CHAIRMAN MILLS: Okay.
 5 MR. ALFONSO: We just have to get rid of
 6 the water. But you go down that deep, it's
 7 wet. So it's already wet. I don't expect it
 8 would hold this part of the work up that much.
 9 It might hold up things like restoration
 10 and paving and things like that, I think.
 11 Other areas, we've got facilities that go with
 12 that pump station build, which is out along
 13 the channel, and you don't really probably
 14 have questions about that. But, you know,
 15 it's out of the way and off to the side.
 16 It's actually up behind where the west
 17 service unit is. If you go up Sheldon Road a
 18 little ways -- is it up or down? Yeah, just
 19 south of here.
 20 MS. WHYTE: Just south.
 21 MR. ALFONSO: Yeah, just south of here.
 22 If you go to Linebaugh, it's just right across
 23 the street on the south of the intersection.
 24 CHAIRMAN MILLS: Yeah. Okay. Good.
 25 Okay.

1 MR. ARGUS: Just one quick question.
 2 Thank you for showing up and giving us this
 3 presentation.
 4 MR. ALFONSO: Sure.
 5 MR. ARGUS: You mentioned putting the
 6 pipes 20 feet down. What's the normal water
 7 table level down there? Is it higher than
 8 that?
 9 MR. ALFONSO: Oh, yeah. Yeah. I'll
 10 tell you what. It's just the pipe that we're
 11 floating. In fact, it's that deep, yeah.
 12 You're going to reach water in this kind
 13 of area, eight to ten feet, you're in water.
 14 MR. ARGUS: Okay. Thank you.
 15 MR. ALFONSO: You're welcome.
 16 Anybody else have anything else?
 17 MR. MENDENHALL: Any questions from the
 18 board?
 19 CHAIRMAN MILLS: No.
 20 MR. MENDENHALL: Thank you very much.
 21 CHAIRMAN MILLS: We thank all of you for
 22 being here. I'm guessing that if needed,
 23 you'll be available between now and May?
 24 MR. ALFONSO: Absolutely. I gave one of
 25 my cards here, and I have some more. I can

1 leave them with you if you'd like.
 2 CHAIRMAN MILLS: No, that's fine.
 3 MS. WHYTE: I have it. I'll post it.
 4 MR. ALFONSO: And certainly, the other
 5 gentleman --
 6 MS. WHYTE: I have all your cards at the
 7 office. You brought them in.
 8 MR. ALFONSO: You know, we have folks
 9 that will be communicating.
 10 CHAIRMAN MILLS: Okay. And thank you
 11 very much for being out here this early.
 12 MS. ROBINSON: We'll be posting updates
 13 on Nextdoor, if you guys use that app.
 14 The recent traffic update on Sheldon
 15 Road was posted in Nextdoor, so that will help
 16 you in staying updated and keeping you
 17 apprised of what's going on.
 18 CHAIRMAN MILLS: You got her name?
 19 MR. ROSS: Michele Robinson.
 20 CHAIRMAN MILLS: Okay. Thank you very
 21 much, folks. Good luck.
 22 Kingsbridge Avenue.
 23 MS. WHYTE: Okay.
 24 CHAIRMAN MILLS: Is that it?
 25 MS. WHYTE: That's it.

1 CHAIRMAN MILLS: Okay. So as I said at
 2 the outset earlier, when the county folks were
 3 in here for the River Oaks review, obviously
 4 we've got a number of residents here with us
 5 this evening for a couple of different topics.
 6 And you see Doug is doing a head count
 7 so that we stay under fire department capacity
 8 and don't get into trouble with over capacity.
 9 So that's why we're doing this in waves. So
 10 we appreciate your patience with that.
 11 I understand that some of you are here
 12 for an issue on Kingsbridge Avenue. If you'd
 13 like to make comments, we'd ask that you start
 14 with your name and address because this
 15 meeting is being recorded, and we want to
 16 capture that information for the record.
 17 MR. MENDENHALL: Yes.
 18 CHAIRMAN MILLS: Okay. And so with
 19 that, we'll get through this issue as quickly
 20 as we can, hear what's on your mind. And then
 21 I probably can add some comments at the end
 22 since I probably know a little about this
 23 project.
 24 MR. MENDENHALL: Okay. So let's start
 25 from the back, and we'll work our way forward,

1 if anybody has any questions.
 2 Sir?
 3 MR. ROTOLO: I actually have a
 4 petition here that's signed by some of our
 5 residents. My name is Derek Rotolo.
 6 CHAIRMAN MILLS: What's your address,
 7 Derek?
 8 MR. ROTOLO: 10102 Kingsbridge Avenue.
 9 And I would like this to be part of the record
 10 for the meeting and such. I'll just read the
 11 document, and then we can maybe go over it if
 12 you'd like for signatures, to see the
 13 signatures.
 14 "We, the undersigned owners of
 15 Kingsbridge Avenue, would like to petition the
 16 CDD for clarification of the role of CDD
 17 supervisors. Long ago, the Westchase
 18 Homeowners Association worked with us to
 19 define traffic calming policies and install
 20 traffic calming devices that have kept our
 21 street relatively traffic-free for many years.
 22 Recently CDD supervisor Barbara Griffith
 23 appointed herself as the spokesperson for
 24 Kingsbridge and asked the county officials to
 25 undo the efforts of hundreds of volunteers and

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

1 matter then and do not now. So this board, to
 2 my knowledge, is not involved in that process,
 3 has no say in it even if we wanted to be
 4 involved, and will remain neutral as they were
 5 15 years ago when it was installed.
 6 MR. CHESNEY: Yeah.
 7 CHAIRMAN MILLS: So --
 8 MR. CHESNEY: That was very well said.
 9 So I don't think we need to --
 10 MR. GOLDSTEIN: We appreciate your hard
 11 work.
 12 MR. CHESNEY: Yeah. And I'm not going
 13 to add any more. But just some people were
 14 accused of -- what he might be alluding to is
 15 that it is never -- individual CDD members are
 16 not to express themselves as having, you know,
 17 the approval of the CDD, so, I mean, in
 18 general. And those things are part of our
 19 education process, and all of us are schooled
 20 regularly, I guess, about what is proper and
 21 improper.
 22 So if there is an issue, we will, as a
 23 board, address it.
 24 MS. EDGERLEY: I think that's what we
 25 were requesting, and I think because she is

1 new to the board, she probably did not realize
 2 that, you know, she can use her position on
 3 this board to try to influence. So she
 4 probably just didn't know any better.
 5 CHAIRMAN MILLS: Okay. And that's why I
 6 asked our district manager to address it.
 7 MR. MENDENHALL: Yes.
 8 CHAIRMAN MILLS: I can't -- we can't
 9 address it with her outside of a meeting
 10 because of the Sunshine Laws. We are not
 11 allowed to enter -- and Susan knows this --
 12 but we're not allowed to interact with each
 13 other or communicate with each other outside
 14 of meetings.
 15 Everything that we discuss as board
 16 members has to be in the sunshine and during
 17 public meetings.
 18 MS. McCORMICK: If it's related to the
 19 district. Right.
 20 CHAIRMAN MILLS: If it's related to the
 21 district. Right. And clearly this is.
 22 So it would not be appropriate, just
 23 from an expectation standpoint, perhaps, for
 24 any of us or myself to address this with
 25 Ms. Griffith --

1 MS. EDGERLEY: Right.
 2 CHAIRMAN MILLS: -- privately because of
 3 the Sunshine Laws, but the district manager
 4 can do so.
 5 MR. MENDENHALL: Right. And we've had
 6 -- I mean, I've managed over 50 other
 7 districts, and this is definitely not the
 8 first time something like this comes up,
 9 because, quite frankly, it's -- you know, the
 10 CDD, being a CDD supervisor is unique to
 11 Florida, people come from all over the place,
 12 and very easy to kind of rehash some of the
 13 roles, responsibilities, and limitations. So
 14 it won't be a problem.
 15 MS. EDGERLEY: Thank you.
 16 CHAIRMAN MILLS: Now, hopefully that
 17 addresses your concerns, and if it does, we
 18 appreciate you guys coming in and making us
 19 aware of it.
 20 We're here, you know, every month, so
 21 feel free to join us anytime, if you have
 22 nothing to do on a Tuesday afternoon.
 23 With that, if there are no other
 24 comments, we would like to move to the next
 25 subject and keep the head count legal, so --

1 MS. EDGERLEY: Thank you.
 2 CHAIRMAN MILLS: Thanks, folks.
 3 MR. CHESNEY: I'm sorry for the trouble.
 4 MS. WHYTE: The question is, we're not
 5 going to be able to get all of those in under
 6 the 28. How do you want to handle it?
 7 CHAIRMAN MILLS: All right. Well, let's
 8 do what we can and --
 9 MS. WHYTE: Mr. Marks is going to come
 10 in and speak on behalf of the group, because
 11 Jeff had already addressed it, but we can't
 12 fit 28 --
 13 MALE SPEAKER: That was a golf
 14 tournament. I'm sorry.
 15 CHAIRMAN MILLS: Okay. So good
 16 afternoon. This is the third wave of issues
 17 that we're addressing here this afternoon.
 18 And what we've done for safety purposes
 19 is done this in waves because of the fire
 20 department capacity of this building. We
 21 don't want to create a safety issue or put
 22 anybody in jeopardy.
 23 And so we are now at the subject of the
 24 golf course, which I assume is what you're
 25 here for. I will open with a couple of

1 comments, and then turn it back over to our
 2 district manager to facilitate.
 3 But, you know, the first thing I'll say
 4 is that after almost 20 years of living here
 5 it's amazing when something gets people's
 6 attention, all of a sudden you do actually
 7 live here and show up at meetings.
 8 I thought earlier today, we had a budget
 9 meeting -- series of budget meetings this
 10 summer, and for the final budget meeting, when
 11 we turned for audience comments for approval,
 12 there was not a single person in this room to
 13 offer any audience comments on a pretty
 14 substantial budget process, so --
 15 MALE SPEAKER: We trusted you.
 16 CHAIRMAN MILLS: We appreciate that. We
 17 appreciate that people do pay attention to
 18 what's going on in the community. There have
 19 been a number of issues over the 20 years I've
 20 lived here that have garnered this kind of
 21 attention and rallied the troops, so to speak,
 22 and that's, you know -- you live here, you're
 23 part of the community and should be a
 24 participant in it.
 25 We actually wish there were more

1 participation so it doesn't always fall to the
 2 same busload of people. But for those of you
 3 who are going to make comments today, in the
 4 interest of everyone's time and respect for
 5 that, if it's a duplication of what was just
 6 said, then we can kind of move it along a
 7 little bit.
 8 I understand that somebody may do a --
 9 may be a spokesperson. If you do speak, we
 10 are on the record, so I would ask you open up
 11 with your name and address before you start
 12 your remarks, and we'll kind of go from there.
 13 Let's hear a little bit about what you
 14 have on your mind first, and then I think
 15 we've got some clarification information and
 16 things that we can address after we hear the
 17 flavor of where everyone's at. Right? Is
 18 that fair?
 19 MALE SPEAKER: Could we just know what's
 20 going on? Could you tell us what's going on
 21 so we don't have to worry about what else is a
 22 mistruth? Can you tell us the truth of what's
 23 happening?
 24 CHAIRMAN MILLS: Sure. Do you want to
 25 take that?

1 MR. CHESNEY: I might do it in
 2 conjunction with Brian here.
 3 So at our November board meeting, Brian
 4 asked me to investigate the possibility, he
 5 heard the golf course was for sale, and so I
 6 investigated whether or not it was for sale
 7 and the particulars about it.
 8 As part of that idea -- and I briefly
 9 read some of the comments, and I spent a lot
 10 of time on the phone today with a lot of
 11 different residents, so I understand some of
 12 the comments.
 13 At the beginning, there was multiple
 14 ideas out there as far as how that transaction
 15 would take place, and some of them involved
 16 the park. And we have a memo that will be
 17 made available to the WOW, and I'm sure the
 18 WOW will post where we had our engineer,
 19 StanTech, review the possibility of creating
 20 park space and things like that.
 21 MALE SPEAKER: What park are you talking
 22 about?
 23 MR. CHESNEY: Just there is some
 24 suggestions at the November board meeting that
 25 I gathered from residents about things to do

1 with the golf course. I apologize. I'm not
 2 being very clear. And one of them was a park.
 3 And I think that some of the comments that I
 4 saw and have heard were concerning that.
 5 I will tell you that our very brief
 6 amount of research -- this is really only been
 7 going on a brief amount of time -- that that
 8 is not a consideration. It's not been
 9 anything.
 10 There was the owner of the golf course
 11 had approached us -- I wouldn't say
 12 "approached us"; had communicated about --
 13 about a plan that would do that, but we have
 14 not -- first of all, we haven't entered into
 15 anything. But he is not interested in
 16 pursuing anything other than keeping the golf
 17 course or possibly selling us the golf course,
 18 meaning the CDD, and it remaining a golf
 19 course. So that is -- that's really it.
 20 MR. TITEN: So could I just ask --
 21 MR. CHESNEY: Sure. You can ask
 22 anything you like.
 23 CHAIRMAN MILLS: State your name and
 24 address, please.
 25 MR. TITEN: Okay. I am Edward Titen,

1 and I live at 10409 Greenhedges in the Greens.
 2 Okay?
 3 CHAIRMAN MILLS: Okay.
 4 MR. TITEN: From what was sent in an
 5 email to me, they said that you all were
 6 planning on approving a letter of intent
 7 today. Is that true? Is there really a
 8 letter of intent already drafted?
 9 MR. CHESNEY: No, there is not a letter
 10 of intent already drafted. There is not a
 11 letter of intent drafted. A rough draft, I
 12 have provided a sample letter of intent to our
 13 attorney, if that's what you're getting at.
 14 MR. TITEN: Yeah.
 15 MR. CHESNEY: So I -- Chris probably --
 16 MR. BARRETT: My concern is, is that my
 17 reporting, which Rick had said some people had
 18 doubted, I just wanted everyone here to know
 19 that my reporting on Westchase Neighborhood
 20 News, the WOW, a lot of it is based on
 21 conversations that have been ongoing, and
 22 things have shifted in just even the last 24
 23 hours.
 24 MR. CHESNEY: Yeah. And I'll tell you,
 25 it is our --

1 (Multiple speakers speaking at once.)
 2 MR. CHESNEY: I just wanted to -- I've
 3 being doing this for a while.
 4 So just so you know, it is our intent --
 5 or I shouldn't use that word -- it is our
 6 purpose that we will have an agenda item to
 7 consider making an offer for the golf course
 8 at a meeting, but that has not been scheduled
 9 as of yet.
 10 And I'm looking over at our staff
 11 because they're the ones responsible for doing
 12 that. It might be a continuation of this
 13 meeting, it might be a subsequent meeting,
 14 like our February meeting. I don't want to be
 15 misleading.
 16 MR. MATISOFF: Yeah. Dave Matisoff,
 17 12123 Glenclyff Circle.
 18 You're sort of skipping over a lot of
 19 stuff, which maybe people know, maybe they
 20 don't.
 21 MR. CHESNEY: Sure.
 22 MR. MATISOFF: Maybe I'm ignorant, but
 23 what's the status now of the golf course vis a
 24 vis the owner versus the leasing company?
 25 MR. CHESNEY: Sure.

1 MR. MATISOFF: I understand it has a
 2 lease. What are the terms of that lease? Can
 3 it be violated?
 4 MR. CHESNEY: Sure. I'm -- okay. I'm
 5 going to -- I don't want to -- the golf course
 6 currently is owned by the same owner that's
 7 had it for -- since 2004. If I make a
 8 mistake, it's all coming from my head.
 9 He, last year, leased it to a private
 10 company, I believe Green Point Partners, and
 11 they are operating it in the hope of making
 12 it, you know, more profitable. So that's the
 13 extent of that.
 14 Now, I don't have -- while I do have
 15 access to some financial information, that has
 16 just been -- I don't have -- first of all, I
 17 don't have any recollection of what the
 18 financial information -- I'm not really -- I
 19 don't feel really -- I'm looking at you. I
 20 mean, I really can't share financial
 21 information from a private company, I guess.
 22 MR. MATISOFF: Well, the reason I asked
 23 is, in other words, the owner entered into a
 24 legal arrangement.
 25 Now, I'm not an attorney -- there are

1 some attorneys here, but -- so he entered into
 2 a legal arrangement with some partner a year
 3 ago -- only a year ago.
 4 So isn't it important to know exactly
 5 what's in that lease?
 6 MR. CHESNEY: Yeah. We have a copy of
 7 it.
 8 MR. MATISOFF: You have a copy of it.
 9 Okay. So can you share what does it say? In
 10 other words, is it a five-year lease that
 11 can't be broken? What are the terms of the
 12 lease? In other words, can he sell this
 13 property with a lease --
 14 MR. CHESNEY: I'll answer it.
 15 MR. MATISOFF: Yes.
 16 MR. CHESNEY: That, I think he'd be
 17 comfortable with. You stop me if --
 18 MS. McCORMICK: Well, I mean, with
 19 respect to giving any legal analysis of what
 20 the ability would be to assign that lease,
 21 that's not been done.
 22 MR. CHESNEY: Yeah, that has not been
 23 done, whether or not the lease can be
 24 assigned. That is -- that is something that
 25 would happen if the board decided to make an

1 offer for the golf course.
 2 But the -- on the assignability, I will
 3 tell you that the owner does believe that the
 4 lease is assignable.
 5 MR. MATISOFF: Okay.
 6 MR. DE ALMENARA: So I'm Sebastian
 7 De Almenara, 10412 Greenmont Drive in the
 8 Greens.
 9 MR. CHESNEY: Yes.
 10 MR. DE ALMENARA: How is the board
 11 thinking that you're going to pay for it?
 12 MR. CHESNEY: Sure. Well, the CDD isn't
 13 much different than when I took over the CDD a
 14 long, long time ago -- or not took over, but
 15 became part of the CDD a long time ago.
 16 We have -- I believe we have the
 17 financial resources to pay for it. We've had
 18 some discussions with our bank. We have a
 19 banking relationship with a local community
 20 bank here. They do not see any problem with
 21 the purchase. And in our initial analysis --
 22 which, like I said, this is very, very new, so
 23 I'm going to have Erin stop me if I start to
 24 go too far.
 25 But in our initial analysis, we do not

1 If you also read in Chris' article, what
 2 we're talking about is we have a certain
 3 capital budget each year, and the
 4 anticipated -- and right now, we're still in
 5 a deficit for it -- but our anticipated future
 6 surplus is around three hundred forty, three
 7 hundred fifty thousand dollars.
 8 Now, I will say that that -- now, that
 9 number changes. If our landscape contract
 10 comes in higher, obviously, that's the same
 11 level of surplus. So, I mean, it is still a
 12 financial impact to the community potentially.
 13 MR. DE ALMENARA: And, just for the
 14 record -- I'm sorry -- I have to finish my last
 15 question.
 16 MR. CHESNEY: Sure.
 17 MR. DE ALMENARA: It seems like you guys
 18 are still very early in the process, very
 19 confused, there's a lot of things that are not
 20 very clear.
 21 Can you please clarify something for us?
 22 What is the process? I mean, is this going to
 23 be something that we're going to forget about,
 24 and then all of a sudden it's going to be
 25 done and that's it, or there's going to be

1 think that there would be any change in the
 2 assessments to any property owners based upon
 3 the purchase of the golf course.
 4 MR. DE ALMENARA: Well, that's great.
 5 However, I heard through reading in the WOW
 6 and some other emails that have been
 7 circulating that some of the funds you guys
 8 are thinking about is some of my CDD
 9 assessment money, supposed to go down, I
 10 believe, this year in the Greens, to use part
 11 of that money, and I guess reassess that
 12 later. Is that true or --
 13 MR. CHESNEY: Well, that -- no. That
 14 was -- I think -- I read that part, too, and
 15 that's -- and I don't want to throw Chris
 16 under the bus because he wrote it, but it
 17 could be a little misleading.
 18 What he is indicating is that some of
 19 the neighborhoods are having their debt
 20 service retired. We would not add any
 21 additional debt service, and that payment
 22 would still go away. So when I'm talking
 23 about there would no change in the
 24 assessments, I'm talking about still the
 25 operating assessment.

1 meetings done? Can you --
 2 MR. CHESNEY: Sure.
 3 MS. McCORMICK: Let me just --
 4 MR. DE ALMENARA: -- can you kind of
 5 carve out the process for me?
 6 MS. McCORMICK: Let me just say, at this
 7 point, as I think Greg had mentioned, or Jim
 8 had mentioned, that there was some discussion
 9 of this at the November meeting.
 10 CHAIRMAN MILLS: Just let me interrupt
 11 you for a second. For the benefit of the
 12 room, Erin is our legal counsel.
 13 MS. McCORMICK: Yes. Sorry. Sorry.
 14 But what I would anticipate is that the
 15 board would probably have an agenda item that
 16 would be posted on the website for the
 17 district for purposes of, you know, more fully
 18 discussing the purchase of the golf course,
 19 and then if there were going to be any action
 20 as far as doing a letter of intent to the
 21 seller to purchase the golf course or doing a
 22 purchase and sales agreement, that would also
 23 be identified on the agenda on the website,
 24 and then there would an opportunity at one of
 25 these CDD meetings for any members of the

1 community to come in and discuss that.
 2 And the board also has the option of,
 3 you know, setting up any meetings that it
 4 would want to or taking other opportunities
 5 for public comments. But this would all be
 6 done in the sunshine at a public meeting.
 7 So at this point, Greg's basically been
 8 acting as a fact finder with respect to the
 9 seller to get information.
 10 But as we were talking about on another
 11 item, any formal action that will be taken
 12 regarding the golf course would have to be by
 13 this board as formal action. So it's not
 14 something that would be done outside of the
 15 public.
 16 MR. FRALEIGH: Can the board --
 17 CHAIRMAN MILLS: Just a minute, sir.
 18 We'll get to you in one second. You're next,
 19 hold on.
 20 And to follow up on what Erin said --
 21 and, again, I appreciate the passion around
 22 this. I understand it. I also live on the
 23 golf course. Right?
 24 So the one question I've heard a couple
 25 times now -- this specific issue is not on

1 today's agenda, so, therefore, no action will
 2 be taken by this board today on this matter,
 3 and we're going to talk more about that in a
 4 second as to how we're going to handle that.
 5 But to your point, sir, my expectation
 6 would be that if the board decides to move
 7 forward in any way, shape, or form with a
 8 letter of intent or a purchase sale agreement
 9 or anything else, there's been a pretty
 10 lengthy time period for due diligence that's
 11 beginning to take shape that would allow us to
 12 have public meetings, public input, us do our
 13 research and homework.
 14 At the end of the process, either it's
 15 something that we do, that we do as a
 16 community, or we don't do -- what we don't do
 17 as a community, and would have to flush out
 18 all those options and variables. Right?
 19 Okay?
 20 And so there's a lot more that's going
 21 to come, as Mr. Chesney has indicated. This
 22 has only been a few weeks, and that includes
 23 during the holidays. So we're kind of in a
 24 very, very preliminary stage. Nothing has
 25 been decided, nothing -- no action has been

1 taken.
 2 Ma'am, you're next. Name and address,
 3 please.
 4 MS. FARLEY: Edith Farley, 12017
 5 Brewster Drive.
 6 Okay. There wasn't any provision to
 7 keep this a golf course when it was first
 8 installed?
 9 MALE SPEAKER: Yes, there was.
 10 MS. FARLEY: There was. What happened
 11 to that? To always keep it a golf course.
 12 MALE SPEAKER: It was sold --
 13 CHAIRMAN MILLS: Hold on, sir, please.
 14 Erin?
 15 MS. McCORMICK: I was just going to say
 16 as part of -- I mean, if the board enters into
 17 some sort of agreement with the seller to do
 18 its due diligence, that's going to have to be
 19 fully vetted. There are a good -- many, many
 20 issues that will have to be researched.
 21 MS. FARLEY: Well, the reason I ask,
 22 because I've been a resident of Westchase for
 23 about 17 years, and I know the golf course is
 24 well played all the time, and I know it's been
 25 a loser money-wise for a long, long time.

1 Okay? And so Nick is trying to unload it.
 2 Everybody gets that. We understand.
 3 And he's trying to probably unload it to
 4 a developer. He would have done that already
 5 if there wasn't some kind of provision that's
 6 preventing him from doing that. And so we
 7 kind of think that the prevention is that you
 8 guys want to buy it, so you all can say, "Hey,
 9 it's a loser," and then flip it over as parks
 10 and recreation. And -- you know what I mean?
 11 That's what we're worried about.
 12 It's like you own it for a few years, it
 13 loses money, and then you go back to the
 14 homeowners and say, "It's a loser, we can't
 15 do it, we need to turn it into a park."
 16 MR. CHESNEY: Yeah. Let me address
 17 that.
 18 First of all, there's been no discussion
 19 like that. Like I said, there was a very --
 20 one of the discussions with the owner involved
 21 some development. Now, we have not --
 22 obviously there are zoning laws and things
 23 like that. I mean, it's currently zoned as a
 24 golf course.
 25 MS. FARLEY: But who can change the

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

1 conversation where Brian said, "Hey, we should
 2 look into this; I heard it's for sale." And
 3 so the board asked Greg to look into it.
 4 Subsequent to that, there has only been
 5 one meeting that I'm aware of between -- well,
 6 there's a tour, Ruben Collazo, the WCA
 7 president and Greg --
 8 MR. CHESNEY: And our engineer.
 9 MR. BARRETT: -- and their engineer went
 10 on a tour of the golf course, and then I
 11 believe Greg and Ruben sat down for -- a
 12 lunch?
 13 MR. CHESNEY: A lunch.
 14 MR. BARRETT: -- a lunch with the owner,
 15 Nick Neubauer. And what they have, the
 16 financials that I've referred to, at least, in
 17 my coverage in which they talked about were
 18 handed to them by another company that had
 19 looked at the golf course to determine what
 20 would be needed to make it profitable and what
 21 was its kind of current value. And that's
 22 where that information comes from.
 23 So that all that information that you're
 24 referring to actually had been put together by
 25 Mr. Neubauer himself in the previous year when

1 he was trying to market the course when he was
 2 trying to sell the course.
 3 So that part of the due diligence that
 4 you would think would take many, many -- was
 5 already present and literally handed to them.
 6 I don't know if that helps at all.
 7 MR. HIRSCH: Well, it doesn't. You want
 8 to know why? Because in print -- and I think
 9 a lot of people are under the assumption that
 10 there has been a bid, and the bid is far
 11 less -- it's far less --
 12 MR. FRALEIGH: No. No.
 13 CHAIRMAN MILLS: Hold on. Hold on.
 14 Hold on.
 15 MR. FRALEIGH: I want to hear what Todd
 16 has to say as a real estate guy and as
 17 possibly our District One --
 18 CHAIRMAN MILLS: Sir?
 19 MR. FRALEIGH: -- Council Member.
 20 CHAIRMAN MILLS: Sir, if anyone speaks,
 21 will you please start with your name and
 22 address.
 23 MR. FRALEIGH: All right. My name is
 24 Paul Fraleigh, Harbor Links.
 25 CHAIRMAN MILLS: Address, please.

1 MR. FRALEIGH: And it's 12018 Marblehead
 2 Drive.
 3 CHAIRMAN MILLS: Thank you. Okay.
 4 MR. MARKS: Yeah, appreciate it.
 5 CHAIRMAN MILLS: Name and address.
 6 MR. MARKS: Todd Marks, 10405 Greenmont
 7 Drive. And I'm in Westchase Law, Westchase
 8 Title here in Westchase.
 9 And so just to clarify, there's no
 10 preclusion or there's no agreement as to
 11 whether the owner, the current owner, is
 12 precluded from selling to a third party?
 13 MS. McCORMICK: No.
 14 MR. MARKS: So we don't know that?
 15 That's what you're saying? We don't know
 16 whether he's precluded from selling to anyone
 17 or everyone?
 18 MS. McCORMICK: We don't -- we have not
 19 investigated that, no. And we haven't done a
 20 title search of the golf course property that
 21 would show a recorded restriction related to
 22 that.
 23 MR. MARKS: Okay. So the way I see this
 24 is -- I appreciate the board's effort to
 25 examine -- or at least, based on reporting,

1 as much as I want to call Barrett fake news,
 2 you know, it's pretty good coverage.
 3 My perspective is, most people here are
 4 here because they don't want, for example, the
 5 cul-de-sac turned into an extension of the
 6 road to townhomes on hole number whatever
 7 because the value of their house will suddenly
 8 go down or plummet.
 9 So we can all agree that that's the goal
 10 here, is that we're trying to manage what's
 11 happening and, you know, preclude some third
 12 party, who, by the way, I think she left, the
 13 madam who asked the question about zoning --
 14 and it's clearly going to go to the county on
 15 a zoning issue if it were to be the case that
 16 it was sold to a third party.
 17 If it were sold to a third party, I
 18 would be stunned if it were \$4,000,000 on a
 19 privately held mortgage over 15 years or
 20 whatever the terms were.
 21 So I think if the CDD could pull it off
 22 at that level, I think would be perfection for
 23 the community to maintain what -- what we all
 24 know and love about Westchase.
 25 Like, for example, when I moved here in

1 '05, you know, the greenery, especially down
 2 at the corner or in the middle of the road, or
 3 just kind of the uniqueness of Westchase, is
 4 unique for a reason.
 5 So I'm not saying I'm happy about being
 6 overassessed for park improvements and having
 7 a little slush fund there to pay for a
 8 mortgage.
 9 MR. CHESNEY: I wouldn't call it a slush
 10 fund.
 11 MR. BARRETT: You weren't listening.
 12 MR. MARKS: You weren't listening.
 13 That's fake news.
 14 MR. BARRETT: It's not fake news.
 15 MR. MARKS: But I think the concept of
 16 what you're trying to do is good. And I want
 17 to try to help take some of the heat off the
 18 board, because -- and I'm just learning about
 19 this in the last couple of days from an email
 20 from Sebastian and talking to Chris Barrett
 21 and reading like the WOW and whatnot.
 22 But I think it's, you know, a good thing
 23 that you're trying to do. I think public
 24 awareness and bigger meeting rooms will be
 25 helpful for the next meeting, you know. And

1 I'm -- I would be shocked if the developer
 2 didn't think that he was precluded if he's
 3 offering something at less than what market
 4 value would be because if you know
 5 Hillsborough County, and the control of growth
 6 and the planned growth, I mean, you see the
 7 townhomes and the apartments and affordable
 8 housing going up all around here, I mean, the
 9 odds of some portion of that being converted
 10 would be very high, you know, whatever that
 11 portion is and wherever it is, and I can guess
 12 which portions of it it would be.
 13 And so, you know, I look forward to, you
 14 know, hearing more about it and seeing what
 15 you all are doing. Appreciate what the
 16 intentions are.
 17 And as far as that goes, if the CDD were
 18 to acquire it, would there be any preclusion
 19 other than, you know, political willpower from
 20 the CDD converting it into whatever they
 21 wanted to convert it into other than zoning
 22 issues or typical land use issues?
 23 MR. CHESNEY: Well, I mean, the CDD has
 24 a very narrow focus. So, I mean, we would be
 25 unable to develop it.

1 MS. McCORMICK: To develop it. Right.
 2 MR. CHESNEY: And I don't really want to
 3 speculate --
 4 MR. MARKS: But, you know, like they
 5 were suggesting earlier, you know, dumping it
 6 off to some other developer, whoever --
 7 MR. CHESNEY: No, we're not -- we have
 8 -- I hate to express how that would work,
 9 because I don't want to give you guys any
 10 thoughts. But, I mean, we can't just -- for
 11 us to have property, we have to -- it has to
 12 be deemed surplus, and then we have to
 13 essentially auction it off, you know, as --
 14 MS. McCORMICK: Right. Well, we're a
 15 government -- I mean, we're a governmental
 16 entity, so essentially the same types of
 17 process that the county or the city would go
 18 through if they own property. They can't --
 19 MR. CHESNEY: Right. But it's not our
 20 intention to do any of that. Our --
 21 historically, we've been purchasing property
 22 when available to, you know, help maintain the
 23 development within it. I mean, a lot of you
 24 know that.
 25 CHAIRMAN MILLS: Again, without

1 getting -- and we'll get to everybody in a
 2 minute.
 3 Without getting too far in the weeds,
 4 too, one of the other benefits potentially, if
 5 the CDD proceeds forward as opposed to say the
 6 WCA, is that we're tax exempt. So the current
 7 costs or operating expenses the current
 8 owner is enduring would actually be reduced by
 9 the amount of the property taxes that he's
 10 paying. Okay? So there's another tab --
 11 MR. MARKS: Is that the one --
 12 MS. McCORMICK: Well, potentially.
 13 CHAIRMAN MILLS: Potentially. Again,
 14 you're talking into the months of due
 15 diligence. Right?
 16 But at broad first look, that's another
 17 potential advantage for this entity, not
 18 others to --
 19 MR. MARKS: Is that amount in the
 20 ballpark?
 21 MS. McCORMICK: No. And it -- I mean,
 22 you know, there's statute and case law that
 23 governs whether property is exempt even when
 24 it was owned by a community development
 25 district. So it depends on the use of the

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,

1 development issue. It's just, you know, the
2 overall -- I mean, we -- right now -- and this
3 is my opinion personally, and I just met Nick
4 two weeks ago, three weeks ago, whatever, the
5 12th, so that's my first meeting with him --
6 is that, you know, he -- you know, he's been a
7 relatively, you know, benevolent owner, a good
8 owner.

9 I mean, it could have been worse, you
10 know. I mean, if he's losing, you know, money
11 at different times, he could have cut -- you
12 know, cut his losses and -- there's a lot of
13 things I imagine he could have done. But he
14 has attempted to maintain the value of the
15 property, whereas some other owners maybe
16 might not.

17 MR. FRALEIGH: He's attempted to maintain
18 the property because he has no choice.

19 MR. CHESNEY: Yeah.

20 MR. FRALEIGH: You -- if he lets it go,
21 it will be worth a million dollars.

22 MR. CHESNEY: Yeah, I understand. I'm
23 not naive.

24 MR. TITEN: So let me just say, I think
25 what you guys are attempting to do is good. I

1 think your motives are good. Okay? And
2 getting this course in the community is a good
3 thing. Okay?

4 But there is no rush. Okay? He's been
5 trying to liquidate this. There are no
6 buyers, there's no developer is going to buy
7 the course at the value he wants because the
8 homeowners won't allow it to be rezoned.
9 Okay? It's never going to happen.

10 You're his best avenue. Okay? So
11 you're not under any real pressure because no
12 developer is coming -- he's been shopping this
13 thing forever. Okay? And he is stuck with
14 maintaining it because his seven million,
15 which may be his four million, but he wants 4.4
16 -- okay? -- equivalent courses have been
17 purchased for two -- okay -- by other
18 golf-course-running companies that want to
19 make a profit.

20 So I think for you guys, all I wanted to
21 really know at the end of this meeting was the
22 following: I wanted to make sure that, from
23 the attorney, this is going to be an open
24 process. Okay? There will be open meetings.

25 And I didn't hear about this at all

1 except for emails. Okay? And I know my
2 community could have emailed me, and I would
3 have appreciated it, because this is the
4 single biggest purchase you guys have ever
5 endeavored to take.

6 So here's the biggest thing in the
7 community. Okay? So I would just like to say
8 to you, I think it's incumbent to make sure
9 with it this big you make sure everyone gets a
10 chance to know what's going on. And then
11 there are a lot of people -- just so you know,
12 there are a lot of very knowledgeable people
13 who have been involved in the golfing
14 community that could be of value to you all in
15 doing the analysis. Okay?

16 But at the end of the day, Nick isn't
17 going anywhere. Anywhere. You're his best
18 and really his only good buyer. Okay?

19 So if we can help you, now that we know
20 this is something you're willing to do or be
21 active, I will sign up to work if you want me
22 to, and I know there are others who want to
23 help you do it. We don't want to see it
24 turned into a fiasco.

25 But nobody -- don't think for a

1 second -- nobody is rushing to write him a
2 check tomorrow.

3 MR. CHESNEY: Well, we weren't either,
4 so --

5 CHAIRMAN MILLS: Right. So with that --
6 and I think the board gets the sense that, you
7 know, a golf course continuing as a golf
8 course is the direction that we'd like to
9 take, at least by, you know, 20 out of 10,000
10 of the Westchase residents. Right?

11 Since this was not on the agenda for
12 today, so no action can be taken, as I said at
13 the outset, but we do have an interest in
14 moving the ball forward, at least, to get it
15 to the due diligence stage. I think an
16 appropriate thing to entertain would be a
17 motion -- right -- to continue this meeting.
18 How would we do that?

19 MS. McCORMICK: Well, if we're going to
20 continue this meeting, the next meeting that
21 we have is scheduled for the first Tuesday in
22 February. It's our regular board meeting. If
23 we're going to do anything on this before
24 that, then we would need to continue this
25 meeting at the end of the meeting, instead of

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

1 course to a linear park would be a great idea.
 2 And so has there been discussion in the
 3 community? Sure. So have I said to myself,
 4 would that even work? I can't imagine how
 5 that would work.
 6 I'm just -- so to answer your question
 7 very directly, clearly there has been
 8 contemplation of what's the best way to go
 9 forward.
 10 MR. TITEN: I'm sure there's lots of
 11 opinions.
 12 MR. ROSS: But there's been no
 13 commitment. Zero.
 14 MR. TITEN: But since I have for 18
 15 years trusted these gentlemen and whoever else
 16 has served, and they have done an outstanding
 17 job of running this community -- and I am very
 18 happy to live here. Okay? You've done a
 19 wonderful job. I have no complaints.
 20 But on this issue, if you're talking
 21 about anything else other than maintaining
 22 what was promised when I purchased, and many
 23 others did, that this is an 18-hole
 24 professional golf course with a clubhouse and
 25 a community, if you're going a different

1 direction, just honestly tell me that's where
 2 you're going, because if you're telling me
 3 that's the direction you're looking at or
 4 you're looking at turning it into retail or
 5 doing anything else, just be honest with me,
 6 because if you are, I'm not the guy who's
 7 going to support you.
 8 But if you're looking at this to protect
 9 the community and do all the good things you
 10 have done, then we're here to align with you
 11 and help you.
 12 MR. ROSS: Okay. But I go back to my
 13 analogy that you're all on Mile 14 and 15.
 14 There are other people in the community who
 15 say that's a horrible long-term use. Golf
 16 courses are failing in Florida. We ought to
 17 get rid of the golf course.
 18 And so my comment to that person may be,
 19 how do I look the person in the eye who bought
 20 a home ten years ago with the representation
 21 this is going to be a golf course homesite,
 22 how do I tell that person no?
 23 So in order to have a discussion in the
 24 community, we have to contemplate different
 25 viewpoints, different opinions, in order to --

1 MR. TITEN: It seems like there's a lot
 2 of conversation that's happened since November
 3 to now.
 4 MR. ROSS: Right.
 5 MR. TITEN: It seems like there's a lot
 6 more than just these discussions. This golf
 7 course has been for sale for a long time.
 8 What has prompted these discussions with
 9 the CDD and the homeowners association has
 10 gotten involved in eventually buying this golf
 11 course? What prompted that? Somebody
 12 approach you guys?
 13 MR. ROSS: I think it's us doing our
 14 job. You heard Greg say he thought it was
 15 appropriate to invite the WCA president to be
 16 involved. I'm not going to criticize Greg for
 17 that. He was trying to do what he thought was
 18 good for this community.
 19 MR. TITEN: What prompted it? Something
 20 prompted it.
 21 CHAIRMAN MILLS: Okay. You weren't here
 22 for the earlier part of the meeting. What
 23 prompted it was the November meeting, Mr. Ross
 24 communicated to the board he had heard the
 25 golf course was for sale.

1 MR. TITEN: From who?
 2 MR. ROSS: Who did I hear it from? I
 3 heard it from Doug Mays, our field manager.
 4 CHAIRMAN MILLS: Yeah. And that
 5 prompted --
 6 MR. TITEN: Did somebody approach you?
 7 MR. MAYS: Well, somebody mentioned it
 8 at the golf course. I never heard it -- we
 9 never heard it was for sale. Just I was
 10 standing at the golf course one day talking to
 11 him, and one of the golf people said, "Hey,
 12 you know, the golf course is for sale."
 13 I never heard it. Like you're saying
 14 it's been going on for years? We said we've
 15 never talked about that.
 16 MR. FARLEY: Sure. He's been looking
 17 for a buyer for a long time.
 18 MR. MAYS: Right.
 19 MR. FARLEY: I'm just curious as to what
 20 has caused now --
 21 MR. MAYS: First time we heard about it.
 22 MR. MENDENHALL: We heard about it -- he
 23 brought it to the board's attention --
 24 MR. FRALEIGH: I think the owner is
 25 keeping it away from these guys.

1 CHAIRMAN MILLS: He brought it to the
 2 board's attention, and the board took an
 3 action to ask Greg to look into it, and that's
 4 how where we got to where we're at.
 5 MR. ROSS: And I'll share with you my
 6 motivation. My motivation was I don't want a
 7 bad outcome. I don't want a bankruptcy there.
 8 I'm not saying Nick's going to do a
 9 bankruptcy, but maybe the next owner or the
 10 next owner.
 11 I don't want someone to say "I want to
 12 stick it into Chapter 11" that goes on for
 13 four years, and the golf course looks like
 14 crap for four years. That's not fair to those
 15 homeowners. Could that happen? Yes. Is it
 16 likely? Maybe not.
 17 But I'm looking at the bad outcomes, and
 18 that's not fair to those homeowners, it's not
 19 fair to the community. So I saw it as let's
 20 go kick the tires on it. Let's go look at it,
 21 get it under contract, do some hard work, and
 22 see what's going on.
 23 MR. TITEN: Get it under contract. What
 24 is the research? What have you used to
 25 analyze the value that's been reported? It's

1 the reporting value of \$4,000,000. Is that
 2 true?
 3 MR. MENDENHALL: You have to have one
 4 person -- this is transcribed, so it's very
 5 difficult when a lot of people are calling
 6 out. So if we can just try to be a little bit
 7 more orderly and let Mr. Ross respond, please.
 8 MR. ROSS: And so to your point,
 9 remember you're asking a question that happens
 10 at Mile 3 or Mile 5. We don't have a letter
 11 of intent. We don't have a contract. We're
 12 not there yet.
 13 And so what normally happens, in my
 14 experience -- and I am a lawyer -- what
 15 normally happens on a commercial transaction
 16 is you've got a period called inspection
 17 period, due diligence, and that's where you
 18 find the answers to all this stuff.
 19 MR. TITEN: Don't you usually have a
 20 purchase price agreement by then?
 21 MR. ROSS: Of course. Of course.
 22 MR. TITEN: All I'm saying is, how did
 23 you get to that number?
 24 MR. ROSS: We haven't gotten to a
 25 number. We haven't gotten to a number.

1 MR. FRALEIGH: It's the owner's number
 2 that he's throwing up.
 3 MR. TITEN: Where did that number come
 4 from?
 5 MR. ROSS: Yeah. So Greg has been
 6 talking to the owner, and I'm sure -- I know
 7 that he has told him he's got a number. I'm
 8 sure he's told him other terms. I don't know
 9 those terms.
 10 But the point of it is, in my experience
 11 -- this is all my experience, and it's
 12 different than these gentlemen, is I want to
 13 get it under contract, because then I control
 14 the process, then I can get all the documents,
 15 then I have full power.
 16 And if at the end of the day I say it
 17 doesn't make sense, I say I cancel, and I get
 18 my deposit back, and it cost me nothing more
 19 than my time and energy and my professional
 20 counsel. That's a good deal for the Westchase
 21 community for me to go in and do my homework
 22 and figure out what's going on there.
 23 MALE SPEAKER: I have a question. I
 24 wonder, do you folks, any or all of you, have
 25 some contact with the zoning commission? If,

1 in fact, this owner has wanted to sell that
 2 for years -- let's take that as a fact.
 3 The first thing you want to do as a
 4 developer is go to someone in the zoning
 5 commission. You're going to find him. So I'm
 6 wondering if this guy has wanted to sell it
 7 for a year, two years, whatever, you know,
 8 what has stopped him?
 9 I think this -- I would not be so
 10 sanguine as to say that it can't be changed.
 11 Zoning commissions can do whatever the hell
 12 they want.
 13 MR. ROSS: I don't disagree with that.
 14 MALE SPEAKER: And so the question is,
 15 maybe someone should find out how the
 16 county --
 17 MALE SPEAKER: Ask him.
 18 MALE SPEAKER: Call the county.
 19 MALE SPEAKER: Has he gone and made
 20 attempts behind the back -- he owns it, he can
 21 do whatever he wants. He doesn't have to go
 22 through the CDD. So he -- has he -- because
 23 this would affect your time line.
 24 In other words, it feels rushed to
 25 people because, you know, it's happened all of

1 a sudden. But what's behind this guy? I
 2 mean, he's asking for 50 cents on the dollar.
 3 Right? Was he turned down in a preliminary
 4 fashion? Did he go informally to the zoning
 5 commission already?
 6 I mean, these are questions which we
 7 need to know.
 8 MR. CHESNEY: And I'm going to say, I
 9 don't want to speculate on the business case,
 10 but, I mean, I have reviewed the business
 11 case. So, I mean, I understand. I understand
 12 his position. And some of those answers, you
 13 know, we're attempting to get, I guess, at
 14 least on some of the restrictions that are
 15 potentially on there.
 16 But I don't know how to answer, but,
 17 yes. Some of those things have been
 18 considered.
 19 MR. MARKS: So I mentioned that earlier
 20 about is everything still on the table? Of
 21 course, everyone is excitable, so everyone
 22 jumps in.
 23 My only point I want to make is, I'm on
 24 the board of the Westchase Charitable
 25 Foundation. Just to get approval to do the

1 tennis -- the tennis tournament this past
 2 weekend through the WCA, what the lawyers
 3 wanted for the indemnification and the
 4 liability and the exposure for tennis, let
 5 alone golf. So I'm hoping that part of your
 6 proposals contemplate or cover the new imposed
 7 risk or liabilities on residents or on the CDD
 8 as a result of owning it.
 9 And then if we operate it, then we truly
 10 assign all that risk to whoever the manager.
 11 Is that typical for them to assume that risk?
 12 I mean, I would worry about a golf ball
 13 upside the head before I would a tennis ball.
 14 And you thought they were talking about
 15 meteors when we tried to get a waiver.
 16 So, you know, that's just the last issue
 17 I want to make on that, so --
 18 CHAIRMAN MILLS: So it sounds like then,
 19 unless somebody has a different opinion, that
 20 we agenda this item for our February 6th
 21 meeting, our regular meeting, Tuesday,
 22 February 6th, and Sonny has already confirmed
 23 with the WCA staff that the swim and tennis
 24 center building is available for that meeting.
 25 So we will move this meeting to that room on

1 February the 6th, and everybody and anybody
 2 that wishes to come --
 3 MR. FRALEIGH: Same time, 4:00 p.m.?
 4 CHAIRMAN MILLS: 4:00 p.m., our normal
 5 time.
 6 MR. MARKS: Is it possible to amend that
 7 time? I mean, because it's hard for working
 8 class people, you know, to take off jobs.
 9 Like, you know, we have cushy jobs where we
 10 can leave, you know, Ross and I, but, you
 11 know, sometimes it's hard for people to get
 12 there by 4:00.
 13 CHAIRMAN MILLS: What's the sentiment of
 14 the board?
 15 MR. BARRETT: Can you change a
 16 publicly noticed meeting without --
 17 MR. MENDENHALL: We'll wind up
 18 advertising again because of the different
 19 location.
 20 MR. CHESNEY: Yeah. I was going to say
 21 we can't normally change the location.
 22 MS. McCORMICK: I mean, we have other
 23 issues. We could put this at the end of it,
 24 and it wouldn't come up until later in the
 25 meeting.

1 CHAIRMAN MILLS: We could do that.
 2 MR. FARLEY: The swim and tennis center
 3 is fine, but I think we have to hear what Paul
 4 said. You know, once this particular meeting
 5 gets out to everybody, you already turned -- a
 6 lot of people went home that were already here
 7 before this today. So would I suggest a
 8 bigger place than the swim and tennis center?
 9 MR. MARKS: That's big. That's big.
 10 MR. FRALEIGH: Is that the only agenda
 11 item for a particular meeting as opposed to
 12 making people guess when it's going to be?
 13 You know, I mean, it's sort of --
 14 CHAIRMAN MILLS: Well, with all due
 15 respect, other than this, nobody ever shows up
 16 here. So it's nice to have company this
 17 afternoon.
 18 MR. FRALEIGH: You're going to need a
 19 bigger room.
 20 MR. CHESNEY: Yeah. Well, we can do the
 21 discussion part in our workshop. We can
 22 invite -- we can actually -- I don't know if
 23 you want to invite anyone pertinent. I don't
 24 know.
 25 MR. MENDENHALL: It's up to you. I

1 mean, your routine business goes generally
 2 pretty quick. So you could certainly
 3 piggyback onto a regular meeting and obviously
 4 stay focused in one secular meeting on that,
 5 putting it towards the end of the meeting, as
 6 suggested, because that would be later.
 7 MR. CHESNEY: Yeah, we could do that.
 8 MR. ROSS: Well, remember, there's
 9 different purposes of audience comments.
 10 Sometimes in community settings people just
 11 feel better if they have the chance to come
 12 down and say what's on their heart or mind,
 13 and that's important. Then they're separate
 14 from that.
 15 Sometimes we'll hear something that's
 16 educational to us that we hadn't heard before
 17 or contemplated. So I think there's different
 18 purposes for the audience comments.
 19 MR. CHESNEY: So which does that mean?
 20 Which avenue would make more sense for us?
 21 MS. WHYTE: That's the lawyer talking.
 22 MR. ROSS: In my opinion?
 23 MR. CHESNEY: Yes, I'm asking your
 24 opinion.
 25 MR. ROSS: And I'm trying to be mindful

1 of a conversation I had with Erin earlier as
 2 to the best way to go.
 3 If it was up to me, what we'd do is we
 4 would have a draft of a contract that would be
 5 available for us to contemplate, that that
 6 contract would be circulated some number of
 7 days prior to the meeting, that then everybody
 8 would not be talking about emails and rumors
 9 and stuff, that we would have a real document
 10 that is something that we're contemplating,
 11 that we would vote up or down or amend or
 12 whatever we want to, and that then those
 13 audience comments would be zeroed in, and I
 14 think it would just be part of our regular
 15 meeting, and people, if they didn't want to
 16 come down, they could give their comments in
 17 writing, and we'd have -- we'd consider those,
 18 et cetera.
 19 MR. TITEN: Is a purchase of this
 20 magnitude only needed by the board members of
 21 the group? Is it just gated community-wide?
 22 Is there no bylaws that say something of this
 23 magnitude and scale needs to have community
 24 approval to buy something this large?
 25 MS. McCORMICK: Not with respect to --

1 not with respect to the district. Acquisition
 2 of property is something that the board would
 3 make the final determination about. So it's
 4 not something that would --
 5 MR. TITEN: It doesn't need resident
 6 approval. So if the residents are against
 7 this, they can proceed anyway?
 8 MS. McCORMICK: Well, I don't think that
 9 there's any desire to proceed --
 10 MR. ROSS: Yeah. What I'm advocating is
 11 getting under contract. It's a very, very
 12 different question to proceed with a
 13 transaction.
 14 MR. TITEN: I just want to ask you, what
 15 is the rush?
 16 MR. FARLEY: What's the urgency?
 17 MR. TITEN: Do you really believe some
 18 other outside party is going to pay him twice
 19 what's being paid for other golf courses in
 20 the general community we live here and that
 21 developer is not going to do a due diligence,
 22 like I can't rezone it, and can't do it, give
 23 him 4,000,000, when no one has spent more than
 24 three for residents, for communities that have
 25 pledged in their dues to pay the fees?

1 MR. ROSS: Yeah, I'd like to respond to
 2 that, because, again, remember, we haven't
 3 talked about this outside of the meeting.
 4 What's driving my train, me, personally,
 5 Brian Ross, is not the purchase price. I have
 6 no idea if this golf course is worth four
 7 million, 3.5, 4.6 -- I have no idea.
 8 But what I'm extremely concerned about
 9 is a bad outcome for the community, a lengthy
 10 bankruptcy, a transfer of the property to not
 11 as a responsible owner. And I happen to agree
 12 with Greg, we could have had a lot worse
 13 situations.
 14 So it's not so much I'm in a rush to get
 15 it at a bargain price. It's rather I want to
 16 be ahead of the curve so that I can help
 17 effectuate a good outcome for the community.
 18 That's what I want.
 19 MR. TITEN: So --
 20 MR. FARLEY: Why do you think this is
 21 doing that?
 22 MR. TITEN: No. Wait. So, in essence,
 23 what you're saying is --
 24 MR. ROSS: I'm not suggesting anything
 25 yet.

1 MR. TITEN: So, in essence, what you're
2 saying is, you're going to put some number on
3 it within your best judgment. Okay? You're
4 going to tie it up, and then you're going to
5 do your real due diligence.

6 If you don't do this and you guys go
7 through this and say, "Wow, \$4,000,000 for
8 this piece of property is crazy," you'll walk
9 away from the deal or you're going to propose
10 a counter offer, or you're going to try to
11 negotiate at that point what you think would
12 be appropriate.

13 MR. ROSS: I can't speak for the
14 district, but, for me, that's how I do my
15 business. That's how I do it.

16 MR. TITEN: Okay. And your goal and
17 objective -- if I knew your goal and objective
18 was the 18-hole golf course with a clubhouse
19 to be maintained in perpetuity, then I'd say I
20 have no problem with your plan.

21 MR. ROSS: Well, no matter what,
22 somebody is going to be unhappy, because I've
23 heard enough conversations that some people
24 are in favor of a linear park.

25 As I said earlier, personally I would

1 what your urgency, that you're worried about a
2 bad outcome.

3 MR. ROSS: Not an urgency, but I am
4 concerned about a bad outcome. And maybe I'm
5 affected by my legal experiences, where I see
6 crazy things happen. You know, not to bore
7 you with any of my personal stories that I've
8 been involved in as a lawyer, but some weird
9 stuff happens.

10 And so when I heard from Doug that the
11 course was on the market, and I think we've
12 all anecdotally heard that there's been a few
13 rough years there, I thought, hey, let's go
14 look at it and see if we can get it under
15 contract and kick the tires.

16 MR. FARLEY: Prudent.

17 MR. ROSS: Yeah. I just thought it was
18 just smart business maneuver. Nothing more or
19 less.

20 CHAIRMAN MILLS: Gentleman in the back.
21 Name and address, please.

22 MR. BLAIR: Ken Blair, 13117 Glenciff
23 Circle. And my question is really to Brian,
24 because, Brian, you mentioned that you've
25 heard -- you have heard from other people in

1 have a difficult time looking anybody in the
2 eye who bought a house on a golf course X
3 number of years ago with the representation I
4 was getting a golf course lot. I don't
5 understand how you just tell that person too
6 bad, so sad. I don't get it.

7 I'm not saying I'm not open minded
8 enough to hear a conversation about it, but
9 that's not where I am.

10 But then on top of that, this notion of
11 a linear park -- again, speaking just for
12 me -- because if it's owned by the CDD, it's
13 public land. I know if I was living on a golf
14 course, I don't want somebody from whatever
15 community running on the golf course at 10:00
16 at night. That's just me. That's not me.

17 MR. TITEN: Fair enough. Thank you.

18 CHAIRMAN MILLS: Yes, sir.

19 MR. FARLEY: Why is this an imminent
20 concern now? Nick has owned this golf course
21 for ten years. Why do think he's going to
22 file bankruptcy now?

23 MR. ROSS: I'm not suggesting it's
24 imminent. I just --

25 MR. FARLEY: I thought you said that's

1 the neighborhood that they are in favor of a
2 linear park, my question is, how many of those
3 people who are in favor of a linear park
4 actually live on the golf course?

5 MR. ROSS: Well, first of all, I guess I
6 should clarify, I'm not popular enough to have
7 a lot of conversations with a lot of people.
8 But I've just heard it from a handful of
9 people that they're intrigued by the idea, and
10 whether they live on the golf course or not, I
11 didn't get deep into a conversation.

12 I want to be respectful of other
13 people's viewpoints and what they're
14 advocating. If somebody thinks it would be a
15 great idea for a linear park, as an elected
16 CDD supervisor, I feel like I have an
17 obligation to listen to the person and try to
18 be open minded.

19 I'm just being frank up front, I think
20 they'd have an uphill battle with me
21 personally, but I'm going to listen to them.
22 I mean, I'm going to just be honest. I feel
23 like that's appropriate.

24 CHAIRMAN MILLS: To add some perspective
25 to that, without deluding the owners that live

1 on the golf course -- and, again, I'm one of
 2 them -- there are 256 homes on the golf course
 3 and 3500 homes in Westchase. Okay?
 4 MR. HIRSCH: Yes. I understand.
 5 CHAIRMAN MILLS: So while -- and, again,
 6 I can't speak for the other board members
 7 either, but, you know, keeping it as a golf
 8 course is not just to the benefit of 256
 9 homes. But there are considerations that this
 10 board and the WCA has to entertain on a
 11 community-wide basis for the betterment of the
 12 entire community. And I don't know the answer
 13 to that yet. But it is a factual delineation
 14 of residents that less than 10 percent of the
 15 residents live on the golf course.
 16 MR. HIRSCH: I understand exactly what
 17 you're saying. You have to also realize that,
 18 like in my case, I've lived here for 24 and a
 19 half years. We were one of the first ones to
 20 move into this neighborhood when it was first
 21 being developed. We bought on our lot
 22 specifically because it was on the golf
 23 course.
 24 MR. ROSS: I understand.
 25 MR. HIRSCH: And I understand there may

1 not be more than 256 lots that join that golf
 2 course, but probably 255 of them bought for
 3 that specific reason.
 4 CHAIRMAN MILLS: I'm not going to
 5 disagree with you, I'm just pointing out the
 6 numbers of and the magnitude of --
 7 MR. HIRSCH: We also paid a premium for
 8 those lots.
 9 CHAIRMAN MILLS: -- the amount of
 10 considerations that are going to have to be
 11 being once there's a letter of intent that
 12 have not begun yet. And you all are bringing
 13 up great points, and we expect -- you know,
 14 we've got banking, engineering, legal,
 15 financial, and corporate business experience
 16 sitting in front of you, and 10,000 assistants
 17 out there that we expect when we -- if we
 18 decide to even move to the next level.
 19 There's going to be a lot more
 20 discussion and a lot more review and
 21 exploration of all the issues you've brought
 22 up, and they're all excellent ones.
 23 We're not doing anything today. We're
 24 not writing a check tonight. And there's more
 25 to come. And I guess I'll close this, unless

1 anybody has any further comments -- wait a
 2 minute -- with, you know, be conscious of
 3 misinformation and rumors and things that
 4 don't have necessarily anything to do with the
 5 topic we're discussing.
 6 I've read the thread today on the social
 7 media, and one comment was, "Can we get a left
 8 turn back into the Fords before we start
 9 this?"
 10 You know, again, I've lived here 20
 11 years. I remember the six lanes of Linebaugh
 12 project, I remember when the World of Beer was
 13 coming in. You know, what happens is, the
 14 community gets into an uproar and is typically
 15 misplaced by lack of information,
 16 misinformation, or what I think, or what you
 17 think, and not necessarily the facts.
 18 And this isn't something that's going to
 19 happen tonight. It's not something that's
 20 going to happen next month. It's a long way
 21 down the road with more public meetings and
 22 input, and we welcome all that from everybody.
 23 MR. HIRSCH: Can I just ask one
 24 question? If you can separate yourself from
 25 the board -- and it's hard to do -- and

1 address -- as you said to this gentleman here,
 2 if it adds up to 10 percent of the overall
 3 Westchase community that lives on the golf
 4 course and we -- and those people, as this
 5 gentleman said, specifically when they paid a
 6 premium price, whatever it is, for -- and paid
 7 attention to basic real estate law about
 8 living on a golf course or near water, or
 9 whatever it might be, you go into that
 10 premise, but as you are, you live on a golf
 11 course, and I don't know what the premise was
 12 that you bought on or anything like that, but
 13 separate yourself and put yourself in this
 14 gentleman's place and let me know how you feel
 15 as one of those 250-some-odd people.
 16 CHAIRMAN MILLS: I'll be happy to
 17 respond, and I'll let Mr. Ross chime in.
 18 MR. ROSS: I appreciate the feelings
 19 behind your comments.
 20 CHAIRMAN MILLS: No. I said I'll
 21 respond.
 22 MR. ROSS: Okay. I'm going to talk --
 23 no.
 24 CHAIRMAN MILLS: It's a fair question.
 25 And I'll step out of all of this and use

1 Walden Lakes in Plant City as an example.
 2 Those people bought on a golf course, too. It
 3 failed, and it's an overgrown property. So
 4 what voice did those people have? They're
 5 screwed. Right?
 6 Our efforts, and you haven't heard
 7 anything tonight to differentiate other than a
 8 general intent that has not yet been voted or
 9 acted upon, is for the protection of the
 10 community.
 11 And in my personal opinion, that's a
 12 golf course. You know. I didn't live on a
 13 golf course for 18 of the 20 years I've lived
 14 here, but I still felt like I lived in a golf
 15 course community.
 16 Now, can that golf course perform
 17 better? We seem to think it can. Right? Can
 18 it can be -- you know, can events that are
 19 Westchase based that are done at the Eagles --
 20 it's an atrocity. Okay?
 21 So there's a lot of potential and a lot
 22 of issues that we haven't even started to
 23 scratch the surface on here tonight. Right?
 24 But to Mr. Ross's point, and maybe I'm
 25 stealing your thunder --

1 MR. ROSS: Steal away.
 2 CHAIRMAN MILLS: -- in the event of a
 3 bad outcome, the 256 residents that bought
 4 into a golf course property paid a premium,
 5 that's where they wanted, that's where they
 6 built their homes 25 years ago. If townhomes
 7 get put behind there, and we didn't do our
 8 diligence to protect what's there now, five
 9 different people will be sitting up here come
 10 election time. Right?
 11 So, you know, there's some realities to
 12 all of this. Right?
 13 And so, Mr. Ross.
 14 MR. ROSS: I wanted to, again,
 15 acknowledge the passion and the thoughtfulness
 16 behind your remark. But what I would ask of
 17 you is to accept an assumption about the four
 18 people that are up here. We're smart, we work
 19 hard, we're honest, we're committed to the
 20 community, we're not motivated by ill intent,
 21 we're not interested in drama and all that
 22 kind of gobble goop.
 23 And so in the discharge of our duties,
 24 we are going to contemplate the two, three,
 25 four -- five sides of an issue. How we come

1 out? Stay tuned, keep coming to our meetings,
 2 et cetera.
 3 But I just beg of you, we are not as far
 4 down the line as you guys are. And I
 5 understand your investment. It's your home,
 6 and so of course you're going to be worried
 7 about this, that, and whether we're going to
 8 take a right turn or left turn and go down that
 9 path. We're just not there yet.
 10 But I -- I love these other guys. They
 11 work hard, they're good people, they're
 12 committed to doing the right thing. And I ask
 13 you to accept that we will be open, honest,
 14 transparent, and like today, listen to you and
 15 what you got to say.
 16 MR. MENDENHALL: Okay.
 17 MR. FRALEIGH: I'm glad we could give
 18 you an animated meeting for a change.
 19 CHAIRMAN MILLS: Yeah. It's nice to see
 20 that we paid for these seats for a reason.
 21 MS. McCORMICK: We're going to
 22 continue --
 23 MR. ROSS: What did we decide to do?
 24 CHAIRMAN MILLS: We're going to put this
 25 as an agenda item on our February 6th meeting

1 at the swim and tennis center.
 2 MS. WHYTE: 4:00 p.m.
 3 CHAIRMAN MILLS: And stay tuned.
 4 MS. McCORMICK: And there may be a draft
 5 letter of intent that would also be on that.
 6 If that's the case, hopefully we'll have a
 7 draft document that will be part of the agenda
 8 materials that will be available.
 9 MS. WHYTE: And it will be posted on our
 10 website, which you can review. It has to be
 11 there seven days prior to the meeting.
 12 MS. McCORMICK: Or maybe it won't be a
 13 letter of intent. Maybe it will be some
 14 other --
 15 MR. CHESNEY: Some additional
 16 information will be available.
 17 (Multiple speakers speaking at once.)
 18 CHAIRMAN MILLS: Hold on. Hold on
 19 please.
 20 MS. WHYTE: The court stenographer is
 21 having a difficult time understanding.
 22 MR. ROSS: I understand that it's
 23 routine in commercial transactions to do a
 24 letter of intent.
 25 MS. McCORMICK: But not needed.

1 MR. ROSS: I get it. And I'm not going
 2 to diminish -- that's your frame of reference
 3 and experience.
 4 But I just feel like Greg has busted his
 5 rear end to communicate. He's got good
 6 information. Why not have something more
 7 solid for the community so that whether it be
 8 an LOI that is a two-page document that's got
 9 ten paragraphs and says boop, boop, boop,
 10 boop, boop?
 11 Why not have the typical contract that's
 12 going to be -- what? -- 30 pages or whatever
 13 it is, and people can dive into it in whatever
 14 detail they want to, and it will be a more
 15 meaningful conversation?
 16 MS. McCORMICK: We can do -- we can do
 17 that. We can have, you know, a draft purchase
 18 and sale agreement. At the end of the day,
 19 it's all going to be subject to being vetted
 20 and discussed at that public meeting, and then
 21 the board will decide whether it wants to move
 22 on it at the February meeting or not.
 23 MR. FARLEY: Okay. Let me just ask you
 24 one thing to make completely sure I'm clear.
 25 If you're going to do that, is your intent

1 then to vote on it at that meeting with the
 2 signing of the contract?
 3 MR. CHESNEY: Well, it's not a contract
 4 at that point, but it's a --
 5 MR. FARLEY: Well, I mean, if you do a
 6 purchase contract, it is a contract. I just
 7 want to know -- I think --
 8 MR. CHESNEY: I'm not a lawyer, so --
 9 MR. FARLEY: -- to have an effective
 10 meeting, I think it's important that you
 11 communicate what's the purpose of the meeting.
 12 MR. ROSS: That's what we're talking
 13 about. We're not there yet. So my purpose to
 14 present the contract is there is no cost to
 15 the community, there is no penalty to the
 16 community, you can opt out at any time in the
 17 due diligence period.
 18 MR. CHESNEY: Yes, that would be my
 19 intent as well, yes.
 20 MR. ROSS: The other thing is the legal
 21 fees that Erin is going to have spend
 22 whatever time and energy on, and it's going to
 23 be more expensive than an LOI.
 24 MR. CHESNEY: Yeah, and we had, in our
 25 workshop, discussed potentially at some point

1 maybe hiring a consultant to help us through
 2 the process. You know, we had identified one.
 3 MR. ROSS: Okay. If you feel like we're
 4 not ready to go to contract, you're the lead,
 5 and I'll defer to your judgment.
 6 MR. CHESNEY: I don't know that a
 7 contract -- I'm not a lawyer, so I don't know.
 8 The contract doesn't -- I mean, it's just a
 9 document.
 10 MR. ROSS: Yeah, I think the contract --
 11 MS. McCORMICK: Hire a consultant or
 12 have counsel --
 13 MR. CHESNEY: A consultant --
 14 MS. McCORMICK: Okay.
 15 MR. ROSS: Are you saying you want a
 16 consultant for the contract?
 17 MR. CHESNEY: I think going through the
 18 due diligence period you should retain a
 19 consultant.
 20 MR. ROSS: Agreed. Again, we can talk
 21 about that more if we get it under contract,
 22 but --
 23 MR. CHESNEY: Sure.
 24 MR. ROSS: -- I'm not disagreeing with
 25 that, but --

1 MR. CHESNEY: And that's why I wanted to
 2 have the extra week, because I know we have a
 3 proposal for them, but I don't -- I don't know
 4 what it says. I got it over Christmas.
 5 MR. ROSS: Because my concern about the
 6 LOI, we're just going to have a repeat of this
 7 meeting, that people expressing --
 8 MS. McCORMICK: Right.
 9 MR. ROSS: -- their very legitimate
 10 fears, concerns, apprehensions, whatever you
 11 want to use, and those are -- I'm not going to
 12 diminish those, but we're not going to resolve
 13 that between now and the entry into a
 14 contract.
 15 We don't resolve the apprehensions until
 16 after we're in the contract and they've got
 17 contractual obligations to produce their
 18 documents. That's my point.
 19 MR. FRALEIGH: The letter of intent
 20 would then tell us what's the intent. Is the
 21 intent to purchase what the price is?
 22 MR. ROSS: No.
 23 MR. FRALEIGH: We don't know any of
 24 that.
 25 MR. ROSS: A letter of intent is --

1 MR. FRALEIGH: I know what a letter of
 2 intent is. I've sold businesses. I
 3 understand what a letter of intent is.
 4 Somewhere in that letter of intent --
 5 MR. ROSS: Okay. We'll agree to
 6 disagree then.
 7 MR. FRALEIGH: -- okay -- it's going to
 8 say what the price is in that letter of
 9 intent. Correct?
 10 MR. ROSS: That's one of the things it
 11 does. It does not commit you to moving
 12 forward with the same documents.
 13 MR. FRALEIGH: Okay. I understand that.
 14 But it's the letter of intent, it's saying
 15 that we're willing at this point in time,
 16 prior to due diligence, that we would venture
 17 in to say this is what I think we're willing
 18 to pay. I think the homeowners should have
 19 some say as to what that is.
 20 MR. ROSS: I had the impression that
 21 half the room already knew what that
 22 Mr. Neubauer was --
 23 MR. FRALEIGH: I think I asked that
 24 question and you said you don't know what the
 25 price was.

1 MR. CHESNEY: It's \$4,000,000 --
 2 MR. FRALEIGH: I think it's -- for what
 3 it's worth -- your downside is not to do what
 4 you just said. Those are intelligent business
 5 decisions.
 6 But without the commitment of what your
 7 intent to do with the property is, is where
 8 the homeowners are going to light the torches.
 9 That's really -- because if you work this
 10 backwards and said -- I would tell you, you
 11 wouldn't fill that room.
 12 If you put out -- hypothetically, if you
 13 put out a notice that said, "We're going" --
 14 the CDD or whatever your initials are, "We're
 15 going to go ahead and buy the golf course to
 16 be a golf course and keep it as a golf course
 17 community in perpetuity," you won't fill the
 18 room.
 19 MR. CHESNEY: Yeah. How about -- maybe
 20 I can clear some of this up, some of this
 21 concern is that -- so, yes, I did contact
 22 StanTech to look at various options.
 23 And I don't want to speak on multiple --
 24 I mean, multiple residents, as Brian
 25 indicates, might have multiple ideas of what

1 can happen to the golf course.
 2 MR. TITEN: Who is StanTech? I'm sorry.
 3 MR. CHESNEY: StanTech's our engineering
 4 firm. So I did engage them. There is a memo
 5 on what it would take to turn it into a linear
 6 park, and I released that as part of the
 7 minutes at our workshop. I'm sure it will get
 8 to Chris here in the next couple week of --
 9 the next week or so.
 10 Anyways -- and all it is, so after
 11 reviewing that memo, I will tell you my
 12 recommendation -- I'm only one of five votes
 13 on here -- based on the financial information,
 14 I would not recommend that you do that. It
 15 doesn't make any sense. I mean, it's just a
 16 colossal expense. I mean, it's expensive
 17 enough to buy the land.
 18 So, I mean, if that makes you feel any
 19 better, as someone that's done most of the
 20 projections, there's no way I would recommend
 21 us buying it as anything else other than a
 22 golf course. And I've spent more time on
 23 this.
 24 MR. TITEN: If that's what you commit
 25 to, you will not have --

1 MR. CHESNEY: Yeah. So as someone that
 2 knows -- and I don't want to talk for anyone
 3 else -- but as someone who knows the most at
 4 this time about this transaction, I would not
 5 recommend that it be purchased for anything
 6 else, as a golf course. It doesn't make any
 7 sense, because you would lose the revenue
 8 stream from the -- the property, and the
 9 property costs a substantial amount of money.
 10 MR. HIRSCH: But to his point, and what
 11 was mentioned earlier, is that regardless of
 12 what is said here, an opinion or whatever, you
 13 guys have the last say in the matter. You
 14 have -- regardless of what you agree on --
 15 MR. FRALEIGH: Unless the WCA buys it.
 16 MR. CHESNEY: Yeah. I mean, someone
 17 else could buy it, yeah.
 18 MR. FRALEIGH: Why isn't that being
 19 discussed? And that's why I want that
 20 suggestion to go forward.
 21 MR. CHESNEY: You know what. I can talk
 22 to you a little bit about that.
 23 MR. HIRSCH: I want to tell you
 24 something right now, though. If you, down the
 25 road, after your projection, if you want to go

1 to contract or whatever, your next meeting is
2 going to be -- well, you might as well rent
3 out Raymond James stadium, because people are
4 going to need room, you know, to flex their
5 muscles here on their own part.

6 And they're going to go back, to what
7 Brian said to me, to their passions, and
8 you're going to hear it; and you're going to
9 hear it, and hear it all over again, and hear
10 it for as many times, because when you do make
11 that final decision, you know, you will have
12 the pulse of this community as far as that is
13 concerned.

14 MR. CHESNEY: Yeah. So, like I said, I
15 mean, we stopped at once the financial models
16 -- we kind of looked at it and on what makes
17 sense. So I really -- I wouldn't worry about
18 that as much.

19 I think the broader issue is, is it
20 worth -- you know, you have an owner that has
21 a certain price. Is it worth controlling, as
22 a community? Is it worth controlling that
23 asset, you know? You know, that, even I
24 struggle with still.

25 I mean, I don't really know myself yet.

1 And I want -- I would wonder if the
2 input, if you guys do and -- present it to the
3 community on what you would do if you want to
4 keep this a golf community, what you would do
5 better to make this a little more attractive
6 than anything else and not to have the tragedy
7 that happened, you know, in Plant City.

8 And I just -- I just think, from my
9 perspective, I haven't seen any big changes
10 here other than the upkeep of the course and
11 the clubhouse. I haven't seen the major
12 changes that would attract people. But that's
13 because it's remained the same, as everybody
14 else has.

15 But I think it's really important that
16 if you enter and buy this as a golf community,
17 that the community itself, as well as -- as
18 well as the CDD or WCA, to make sure that this
19 is a better golf course to go to. Make
20 improvements, go out and make additions to it,
21 but -- and I'm not going to suggest
22 privatization here, but, I mean, that's -- if
23 you're going to ask us to, you know, put up
24 more money on this, then it should be run the
25 right way and not the way it's been run for

1 I've got to think about that. Is it worth
2 controlling that asset for a price, which, you
3 know, you don't know what the future holds,
4 but, you know, I'm thinking -- I'm thinking --
5 please don't hold me to it -- it might be, you
6 know, \$65 per homeowner.

7 Now, if you look around, well, \$65 per
8 year to guarantee that Westchase always has
9 Westchase Golf Club and retains that stature?
10 I mean, the golf course is great. It has a
11 great reputation. So, I mean, that might be
12 worth it.

13 MR. TITEN: It's a no-brainer.
14 No-brainer.

15 MR. CHESNEY: So that's what I'm saying,
16 focus on the broader issue that affects
17 everybody's homes.

18 MR. HIRSCH: Well, I would like you
19 guys, if you buy it -- if you buy the
20 property, that I -- you know, I mean,
21 obviously it's been a lot of mistakes. Maybe
22 there's no more mistakes to be made. I don't
23 know. I don't know how this golf course was
24 run, but obviously it's not being run well
25 enough.

1 the last 17 years.

2 CHAIRMAN MILLS: I would agree with
3 that.

4 I'm going to call a stop here. For
5 those of you who have not attended meetings
6 previously, our court stenographer has been
7 banging away for two hours, and I promised her
8 a union break at 6:00. So we're going to take
9 five or ten minutes and give her a break.

10 We will be reconvening on February 6th
11 with this issue. The last thing I'll tell you
12 before I give her a break is, to your point,
13 sir, perhaps, if the board puts out that the
14 intention is to keep it a golf course, in your
15 opinion, the room won't be full next month.

16 MR. CHESNEY: It might be.

17 THE COURT: But it might be full of the
18 people that Brian has spoken to that want it
19 to be something else.

20 MR. CHESNEY: Yeah.

21 CHAIRMAN MILLS: And that's the
22 challenge in the 20 years I've participated as
23 a voting member, as a WCA president, as a
24 county commissioner, Citizen Advisory
25 Committee member, and as a member of this

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 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 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 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 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 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: 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

1 right. So we'll be able to see that in
 2 whatever you send us?
 3 MS. STEWART: Absolutely. Yeah. This
 4 will be the -- a test. We're going to fix it
 5 in the first test to see how things work, how
 6 things go.
 7 CHAIRMAN MILLS: Okay.
 8 MS. STEWART: And then the next thing is
 9 in regard to the stormwater management, best
 10 management practices. I had made some
 11 suggestions on maybe, you know, offering some
 12 modification to the pond management company to
 13 see if we can't get them into a more BMP-
 14 oriented, I guess, service and operation so
 15 that we can try to reduce or minimize any kind
 16 of water quality and erosion problems.
 17 That's really the goal, is to get
 18 them -- because they're kind of the full-time
 19 eyes and ears years of our pond, get them
 20 engaged in doing what we need to do to, you
 21 know, do the best we can on having the best
 22 water management practices.
 23 CHAIRMAN MILLS: Mr. Ross.
 24 MR. ROSS: Hey, Tonja. This is Brian.
 25 I saw on your suggestion of the

1 development of best management practices, and
 2 my reaction to that was one of head
 3 scratching, that, in my world, when someone is
 4 on a regular, long-term contract for service,
 5 it's my expectation that that service provider
 6 is going to be ahead of the curve in advising
 7 the client as to best management practices,
 8 what's going right, what's going wrong, et
 9 cetera.
 10 And the way I reacted to your written
 11 materials was either I have a misunderstanding
 12 of the nature of the contract that we have
 13 with AB, or AB is not proceeding consistent
 14 with what my expectations were.
 15 Could you help clarify that?
 16 MS. STEWART: Yes. As a matter of fact,
 17 I believe Doug and Sonny and I have kind of
 18 talked about this over the years. If you look
 19 back, we've been talking about, you know,
 20 protecting the grass area, not treating the
 21 grass area and killing it for a brown ring.
 22 So we've been talking about some of
 23 these things for well over ten years, aquatic
 24 planting. So it's something that we've
 25 engaged in conversation among ourselves. But

1 I am universally finding that the -- and Andy
 2 can probably speak on this, too -- the pond
 3 management services in residential
 4 developments -- okay -- it starts with a
 5 relationship with the developer who creates
 6 the scope of services.
 7 The scope of services are typically
 8 whatever the minimal services that they can
 9 get away with. Okay? So no one actually
 10 looked at the long-term impact to stormwater
 11 ponds, which is what we've been doing for the
 12 past ten years. Okay? So what happens is,
 13 the contract that the developments start out
 14 with was created with the developer, and we
 15 inherited as a district in the management
 16 (inaudible) of the contract.
 17 So I think what has happened is, the
 18 companies, because they're so competitive,
 19 their business really does revolve around
 20 providing restricted minimal services. They
 21 don't look outside the box. They don't look
 22 at the long-term impact of what can happen to
 23 the pond flow if they're not protected or
 24 what happens with water when it discharges
 25 downstream if we're not addressing any kind of

1 water quality problems.
 2 And I don't know, Andy, if you want to
 3 agree or disagree or offer an opinion on this,
 4 too.
 5 MR. MENDENHALL: Yeah.
 6 MS. STEWART: But it's like we're
 7 universally seeing that this is just standard
 8 operating procedure with these pond management
 9 companies.
 10 MR. MENDENHALL: Yeah.
 11 MS. STEWART: And I think you also will
 12 find very similarly with landscape maintenance
 13 companies, trying to engage more with them.
 14 MR. MENDENHALL: Yeah, I would agree
 15 with what you're saying, Tonja. And this is
 16 something that wholesale we see it in
 17 different communities with different pond
 18 maintenance companies.
 19 Basically this sort of thing that Tonja
 20 is describing, you see it until you tell them
 21 you see it, and then you try to get it
 22 rectified, and it's an unfortunate thing.
 23 And like you said, it's with almost
 24 every pond company that I've dealt with. I
 25 deal with it personally. I have a pond behind

1 my house, and it's the first thing I saw when
2 I moved in shortly afterwards, my entire pond
3 bank across there was brown, and, you know,
4 you start seeing the erosion.

5 So it's one of those things that Tonja
6 is good at obviously noticing these things and
7 keeping on top of, which we have staff also,
8 but it's a matter of redirecting them and also
9 putting into place some of the plans that, you
10 know, Tonja comes up with and what we've
11 talked about as far as mitigating some of
12 these things with plantings or with best
13 management practices, that sort of thing.

14 MR. ROSS: Okay. Then two responses I
15 have. I point the finger at nobody other than
16 myself. For whatever reason, as long as I've
17 been on this board, I always had the
18 impression -- I'm not saying anybody made this
19 representation to me -- but I had the
20 impression that it was more of a triumvirate,
21 that Tonja was working with AB, AB is working
22 with our field team, field team is working
23 with Tonja, and they're communicating and
24 talking and identifying problems and solving
25 problems. And I guess that was a

1 and then we need to have the board approve the
2 addendum or the modification to the contract
3 to include these best management practices.

4 MS. STEWART: Well, but I believe that
5 Doug is also involved in this. I know that
6 Doug has regular communications with A&B
7 Aquatics. I mean, we talk all the time about
8 this. I mean, we're basically saying -- and I
9 don't know if Doug wants to offer out anything
10 that maybe A&B Aquatics has to say or
11 communication that he's had with them, or the
12 basic same understanding that he sees the same
13 thing, you know. You talk, and sometimes --
14 forgive me -- you might just get a blank look.

15 You know, I hear that a lot with
16 landscape maintenance companies, you know, and
17 it's like -- to me, it just seems like it's an
18 industry issue, and I don't believe that we
19 can necessarily fix an industry issue,
20 particularly when we're in a construction boom
21 where people are taking on more work and can't
22 get enough people to do the work that they
23 have. And maybe those people may not be fully
24 experienced to do the things like we want to
25 do at the level that we want to do them.

1 misunderstanding on my part, and, again, I
2 blame nobody but me, which leads me to the
3 next point: That should be the antithesis of
4 how we do business here. We should be
5 exercising best -- and I'm looking at you
6 because --

7 MR. MENDENHALL: Yeah.

8 MR. ROSS: -- we should be exercising
9 best management practices. That should be
10 reduced to writing. That should be
11 incorporated into the contract. And, frankly,
12 that's not the kind of vendor that I want
13 providing services.

14 I want somebody who's out there and they
15 observe, oh, we should be doing something
16 different, or doing X instead of Y, tell us.
17 I mean, that should be a requirement, and if
18 not contractually, then ethically it should be
19 a requirement.

20 So I'm all in favor of reducing to
21 writing best management practices,
22 incorporating that into our contract, and if
23 it need be, we go bid it out.

24 MS. McCORMICK: Tonja, do you -- I guess
25 what we need to do is you need to talk to A&B,

1 So it's kind of like -- I -- I agree we
2 can talk to A&B. I mean -- Doug, I mean, do
3 you have an opinion about what A&B's position
4 is on this?

5 MR. MAYS: Well, we've continued to, you
6 know, train, manage, and help A&B Aquatics
7 understand what we're trying to do, what we're
8 trying to accomplish by protecting the
9 shorelines from erosion, protecting plant
10 materials, things like that. So I think that
11 they're listening and learning as we do this.

12 So I think some of the things have
13 improved a lot because of some of the things
14 you suggested that we do to them. So I'll
15 pass on to them.

16 So I think between the landscapers and
17 the aquatics people, we've still got some
18 issues, but I think some of them are water
19 quality issues, not necessarily issues that
20 the landscaper and aquatics people are doing.

21 So I've seen some improvement myself,
22 especially with erosion. We're still having
23 to struggle with ponds with some of the plant
24 material, but I've have seen quite a bit of
25 improvement on some of the ponds.

1 Perfect example was yesterday, I told
2 them we had a pond they needed to look at, and
3 he came out and he called me up, said, "Doug,
4 we've got too much wind out here, so we have
5 to come back tomorrow and we'll try it again."

6 So we are understanding getting it,
7 because when there's wind, it blows their
8 chemicals on the grass. That's what kills the
9 grass. So I do believe they're getting it.

10 MS. STEWART: Okay. Good. And that's
11 really the point, because the reason that this
12 came up is an issue, and I've been talking
13 about this with all my clients, is that
14 obviously everyone is putting some money aside
15 for erosion repair.

16 But if you continue down the path we're
17 going over the next how many years, do we need
18 to increase the reserve? Do we need to talk
19 about the long-term erosion that we need to
20 deal with?

21 And that's why it came up, because if,
22 indeed, we're having issues with getting
23 people engaged, then we have to talk about the
24 other options to prepare you for what we need
25 to do in the future.

1 provide that, but I will tell you, super
2 helpful, and some of the communities that do
3 have better ponds do that reporting.

4 MS. McCORMICK: Yeah. I've seen them do
5 a picture of each individual pond. They give
6 it a number, and they show you this is what it
7 looks like right now.

8 MR. ROSS: It would really great if we
9 had a global map -- oh, sorry. If I need to
10 make a motion that we adopt and have our
11 engineer prepare and circulate best management
12 practices circular, or whatever we want to
13 call it, I'll make that motion.

14 Do we need a motion or can -- because if
15 there's an issue A&B doesn't know what they're
16 doing until Doug tells them, then, yeah, we
17 need to have something in writing that's
18 incorporated into a contract.

19 So do I need to make a motion, or can we
20 just direct Tonja to do that?

21 MR. MAYS: Well, I think I should get
22 with A&B Aquatics first to see what kind of
23 templates they have for a paper trail and
24 things like that.

25 MR. ROSS: That's what they're talking

1 But hearing Doug say that, you know, it
2 sounds like to me that they are making some
3 improvements and engaging in it, then I think
4 we're headed in the right direction.

5 MS. McCORMICK: Tonja, is this anything
6 that it would be helpful if Andy were
7 providing some kind of like -- based on a
8 specific amount of time, whether it's
9 bi-monthly or quarterly or semi-annually --
10 like a report to the board that would be part
11 of the agreement so that they have to go
12 through each pond and identify what the status
13 is on a regular basis?

14 MR. MENDENHALL: I will tell you
15 anecdotally that I have the districts that
16 that is done for by pond companies --

17 MS. McCORMICK: Right.

18 MR. MENDENHALL: -- it is very helpful
19 because it doesn't let things necessarily get
20 overlooked, and they have to answer for
21 certain issues that are very obvious by
22 pictures. To me, it's super helpful.

23 Now, I don't know if A&B is structured
24 to be able to do those reports or, you know,
25 what additional burden, you know, how they

1 about. I'm talking about before you get to
2 that.

3 The dog should be, are we doing the
4 right stuff? The reporting is the tail of the
5 dog.

6 MR. MENDENHALL: Yeah.

7 MR. ROSS: So what I'm hearing is that
8 while we're making improvement, for whatever
9 reason, A&B is not on their own -- I don't
10 want to say capable, that sounds
11 inappropriate. But they're not implementing
12 the best management practices. And if they're
13 not doing it, we need to make sure we're able
14 to communicate to them what our expectations
15 are. I mean, that's --

16 MR. MENDENHALL: I think that's the good
17 way to approach that, to have Tonja develop
18 that, grab that, look at the contract with
19 basically with what they're doing, see if
20 there is any delta, and if not, hand off to
21 A&B this is what we're expecting. Is there
22 any issue with that?

23 If there is, then you go into more of a
24 contracting phase and incorporate it in if
25 there's some sort of changes that need to be

1 made. But I think that's probably the best
 2 way.
 3 MR. ROSS: And in the contract phase is
 4 when we do exactly what you said, that we have
 5 a requirement that we get some of quarterly
 6 report, or whatever it may be.
 7 MR. MENDENHALL: Yeah.
 8 MR. ROSS: So do I need to make a motion
 9 that she do the best management practices?
 10 MR. MENDENHALL: I would think you just
 11 direct her to create that.
 12 MS. STEWART: I was going to say, I
 13 think I understand. I can do it.
 14 MR. ROSS: I keep looking at Jim. I'm
 15 not powerful enough.
 16 CHAIRMAN MILLS: I think you're good.
 17 MS. McCORMICK: Okay. So we'll bring
 18 the -- once she's developed the
 19 specifications, and then she can come back to
 20 the board for approval.
 21 CHAIRMAN MILLS: Okay.
 22 MS. STEWART: And then an update on the
 23 map. I just wanted to let you know that we
 24 are in the process of working on it. If
 25 you'll recall, we are going to add -- I think

1 about ten years ago we did a full court
 2 website search on all the recorded
 3 documents. So we're in the process of trying
 4 to add that to the map, too.
 5 So we also had a conversation with our
 6 GIS people to figure out what kind of program
 7 we could use that's going to be, I think, the
 8 most user friendly for staff, for Doug and
 9 Sonny and whoever may follow them.
 10 So we're probably going to have a little
 11 conference call with their GIS people, with
 12 Doug and Sonny, and talk about what level,
 13 because I understand that there are some
 14 programs that they will go out there at no
 15 charge that may be helpful to pull this
 16 together, and that's beyond what I actually
 17 understand, to be honest with you.
 18 So we're going to get together and try
 19 to get exactly what we want to be able to
 20 input and what -- how we do it over the next
 21 30 days. So I'm just wanting to let you know
 22 that we are progressing on a resource for
 23 data.
 24 MR. MENDENHALL: Anything else, Tonja?
 25 MS. STEWART: No, that's it.

1 MR. MAYS: I got one thing for Tonja.
 2 Tonja, what's -- where is Neal at on the
 3 landscaping issues that we've been discussing?
 4 Is he ready to sit down with me?
 5 MS. STEWART: I have -- forgive me,
 6 Doug, I just assumed you and he were talking.
 7 I'm happy to follow up with him to engage in
 8 what's going on. I was not aware that you
 9 haven't talked to him.
 10 MR. MAYS: Okay. I haven't heard from
 11 him, so either tell him to call me or if you
 12 want me to, I'll call him.
 13 MS. STEWART: I will absolutely -- I
 14 will send an email while I'm here in the
 15 office still when I'm done, ask him to get
 16 back with me. Okay?
 17 MR. MAYS: Okay. I know the last
 18 conversation we had we were supposed to get
 19 together and I haven't heard anything. So --
 20 MR. BARRETT: He's been busy turning the
 21 golf course into a park.
 22 MS. STEWART: I will do a reminder.
 23 MR. MAYS: Okay. Thank you.
 24 MS. STEWART: Uh-huh.
 25 MR. MENDENHALL: Thanks, Tonja.

1 CHAIRMAN MILLS: Thanks, Tonja.
 2 MS. STEWART: Thank you. You have a
 3 good night.
 4 MR. MENDENHALL: Okay. Next item is our
 5 attorney's report.
 6 So, Erin, if you would.
 7 MS. McCORMICK: I talked with the Dynamo
 8 representative -- the Dynamo Canada
 9 representative, and he is going to be coming
 10 out on site the week of February 2nd.
 11 Did he call you, Sonny?
 12 MS. WHYTE: No, he hasn't called me yet.
 13 MS. McCORMICK: He said he's going to be
 14 here this week. So he has been talking to
 15 Jeff Jones, who's the regional guy here, that
 16 he recognizes there's a warranty on that
 17 surfacing. He would like to come out and take
 18 a look at it and see exactly what's going on
 19 with it.
 20 And he said that Jeff had also mentioned
 21 to him that the district may be interested in
 22 adding a slide to the park, so he's going to
 23 look at it from that standpoint, too.
 24 But, I mean, he's acknowledged that they
 25 were going to do whatever they needed to do to

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

1 almost seven years, and I had a handle
 2 replaced. I called the guy that came in,
 3 replaced the handle.
 4 He looked at it, he said, "Sure." I got
 5 three brand-new sliding doors, and I won't
 6 even disclose what the price was, brand new,
 7 with no questions asked.
 8 It was -- that's the difference. And I
 9 don't know the warranty on these companies. I
 10 can only speak for Simonton, which is sold
 11 everywhere.
 12 MR. CHESNEY: The other thing, too, is I
 13 noticed that you're going to keep the --
 14 what's the word I'm looking for --
 15 MS. WHYTE: Door jamb?
 16 MR. CHESNEY: No. The -- what are
 17 those --
 18 MR. MAYS: The decorative slots?
 19 MR. CHESNEY: Yeah, the decorative
 20 slats.
 21 MS. WHYTE: Oh, really?
 22 MR. CHESNEY: Well, that's what I was
 23 going to say, is I've notice that when people
 24 have been replacing windows around the
 25 community, they get rid of them.

1 MS. WHYTE: Yeah, that's old --
 2 MR. MAYS: You can see it's only like a
 3 few hundred dollars extra, so you don't have
 4 to have them. If you'd rather have clear
 5 windows all the way through, then --
 6 MR. CHESNEY: Personally, I think they
 7 look better, but I always leave that stuff up
 8 to -- personally to Sonny, but -- you know.
 9 MR. MAYS: So it's just an extra option.
 10 It's like an option.
 11 MR. MENDENHALL: Mr. Ross.
 12 MR. ROSS: I made the casual remark at
 13 the end of the workshop, you know, we're going
 14 to have to start paying for a new roof and
 15 other stuff there, and at some point, does it
 16 make more sense just to redo the whole
 17 building?
 18 It was a very casual remark, but as I
 19 thought about it later in the night, maybe
 20 there's some validity to my remark.
 21 Did you think anything more about it?
 22 MR. MAYS: Not really, because the
 23 building is made of block. It's 20 years old.
 24 Like, you know, we never mentioned it.
 25 You know, when your house is 20 years

1 old, you don't tear it down and rebuild it.
 2 You know, if it's still sound, a sound house,
 3 which most houses that are made of block in
 4 this area are, reinforced solid. It's already
 5 been through quite a few windstorms in the
 6 20-some years, and it's been around, so I
 7 didn't give it much thought.
 8 MR. ROSS: Okay.
 9 MR. MAYS: I can, if everyone wants to.
 10 MR. ROSS: No. I trust you.
 11 MR. MAYS: The only reason I would
 12 consider it is if we had talked about --
 13 there's been a lot of concern about the short
 14 distance. That's quite a bit more on moving
 15 into a new area, you got to move the gates and
 16 everything, so you're spending a lot more
 17 money. So that's, you know, we'd have another
 18 25 people in here in the Greens saying
 19 something about that, too, probably.
 20 But my opinion, it's a solid building.
 21 The roof wouldn't be \$5,000, it's that small.
 22 If you had to redo the roof, it would be
 23 probably 2500 for that roof. We did the one,
 24 and we did the one gazebo ourselves. So it's
 25 small enough that we can do those type of

1 things ourselves.
 2 MR. ROSS: Okay.
 3 CHAIRMAN MILLS: But I would say, to
 4 address some of your concerns, there are other
 5 modifications or improvements that are needed
 6 there. I think it falls short of a full raze
 7 and rebuild.
 8 MR. ROSS: I don't have enough of an
 9 insight, but I did hear the remark that it was
 10 operationally inefficient or something like
 11 that.
 12 CHAIRMAN MILLS: Yeah, the cabinets
 13 inside, and the flooring and all is just --
 14 it's horrendous, you know. It's not a good
 15 working environment. Right?
 16 MR. MAYS: The first thing was the
 17 doorway, because the way they operate -- so
 18 we're going to change that doorway, make it a
 19 little wider so it can give them a little
 20 easier access getting in and out. So that's
 21 one of the major changes.
 22 CHAIRMAN MILLS: There's no ability to
 23 put sliding doors there. Right? There's no
 24 space for that?
 25 MR. MAYS: No, no space for that.

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 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 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 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

1 quote, and we move forward with it now. I
 2 think -- that's just my opinion.
 3 CHAIRMAN MILLS: That we do move
 4 forward?
 5 MR. LEWIS: YES.
 6 MS. WHYTE: Would you let us choose --
 7 MR. LEWIS: Sure.
 8 MS. WHYTE: -- depending on warranties
 9 and stuff like that?
 10 CHAIRMAN MILLS: Which?
 11 MR. LEWIS: Simonton.
 12 CHAIRMAN MILLS: Do you want to make a
 13 motion?
 14 MR. LEWIS: Yeah. I'll make a motion
 15 that we moved forward with Simonton Storm
 16 Breaker plus --
 17 MR. MENDENHALL: Do we have a second to
 18 that motion?
 19 CHAIRMAN MILLS: I'll second that.
 20 MR. MAYS: PGT Wind Guard is \$210 more.
 21 That's all. The Simonton ones are a little
 22 cheaper, \$210 cheaper.
 23 MR. MENDENHALL: Any further discussion
 24 on that motion?
 25 (No response.)

1 CHAIRMAN MILLS: So -- yeah. So we
 2 don't know what the warranties are. Right?
 3 MR. LEWIS: I guess what I would add is,
 4 just as we get more information or we get a
 5 better quote, we get that in writing.
 6 MR. MAYS: I'll check all that, but we
 7 can hang on till next --
 8 CHAIRMAN MILLS: Well, what you could do
 9 is --
 10 MR. MAYS: I'd be guessing.
 11 CHAIRMAN MILLS: -- up to -- because the
 12 PGT is a couple hundred bucks more, you could
 13 approve the Simonton not to exceed the 14998,
 14 subject to warranty.
 15 MR. MAYS: What kind of warranty do you
 16 think they have on them? She's got Simonton's
 17 for lifetime, so --
 18 MS. WHYTE: And Window Depot actually --
 19 CHAIRMAN MILLS: Oh, that's true. The
 20 lower-priced ones are lifetime. Right?
 21 MR. CHESNEY: Yeah, that's what she
 22 said.
 23 MS. WHYTE: That's what I got.
 24 MR. MAYS: For the Simonton.
 25 CHAIRMAN MILLS: So if you can confirm

1 that -- right? -- then we'll just go with
 2 that.
 3 MS. WHYTE: Well, we'd have to get it in
 4 writing anyway.
 5 CHAIRMAN MILLS: Okay. All right. So
 6 we're going to want the Simonton's -- right?
 7 -- subject to --
 8 MR. MENDENHALL: All in favor?
 9 (All members signify in the
 10 affirmative.)
 11 MR. MENDENHALL: Any opposed?
 12 (No response.)
 13 MR. BARRETT: What's the final price?
 14 CHAIRMAN MILLS: 14782.
 15 MR. BARRETT: Thank you.
 16 And that's with Window Depot?
 17 CHAIRMAN MILLS: Window Depot.
 18 MR. MENDENHALL: Window Depot, Simonton.
 19 (Motion passes.)
 20 CHAIRMAN MILLS: What else you got?
 21 MR. MAYS: Met with Matt out at the
 22 soccer field. Ms. Griffith asked for quotes
 23 for canopies over the soccer players in the
 24 soccer field. So we met out there and got a
 25 couple of quotes on 8 by 20 and a 10 by 25, as

1 you can see, by the proposals in there.
 2 And Mr. Lewis recommended we get the
 3 smallest. It's good enough, it would be
 4 perfect for what we need, 8 x 20, which is the
 5 \$16,000 and some change for two canopies.
 6 And, again, if you want more quotes, we
 7 can get more quotes. They're standard for the
 8 industry. They're not a lot of difference in
 9 them price-wise.
 10 So I went with a vendor that has been --
 11 that put our surfacing over here on the
 12 Baybridge Park that, his warranty and
 13 everything, and he's a very reputable vendor.
 14 So I got him to give us a quote.
 15 So if the board wants more quotes, we
 16 can get more. I just wanted to get a price to
 17 start with. So if they say, yeah, don't spend
 18 more than \$16,000, I'll go get more quotes.
 19 But, as of now, we've got one quote for
 20 \$16,318 for two canopies over there at the
 21 soccer field.
 22 CHAIRMAN MILLS: And this is on the far
 23 side of the field. Right?
 24 MR. MAYS: Correct.
 25 CHAIRMAN MILLS: What's interesting is

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 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 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 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.

1 MR. CHESNEY: I got the impression from
 2 that group that they had -- I don't know.
 3 MR. MAYS: I had a conversation with
 4 Davey Management this morning about some of
 5 our discussions in the workshop yesterday, and
 6 the first thing they did was start going out
 7 and buying plants and installing plants in
 8 some holes and things like that.
 9 And I basically told them -- I said,
 10 "You're giving me an excuse for something that
 11 that's not a good excuse for. We have an
 12 irrigation system out here. If it's not
 13 watering that plant, it's because you aren't
 14 getting the water system working properly.
 15 Yes, I understand we're in a construction now,
 16 but this has been an issue with, you know,
 17 some board members for a lot longer than the
 18 last few months since this project has been
 19 going on. So either straighten it up, or you
 20 might not be asked to re-bid this property --
 21 re-bid the property when it does come up
 22 again."
 23 And he -- "You're right. You're right.
 24 I'll fix it." So let's see if he -- see where
 25 it goes from there.

1 MR. ROSS: If you'll permit me, let me
 2 elaborate on what he's talking about, that
 3 after the workshop, we were walking out, I
 4 raised what I've raised before about the
 5 hedges in Westchase, and specifically it's the
 6 hedges along Sheldon and along Countryway, in
 7 our parks, that they're not uniform in size of
 8 plants, they're not continuous. They have
 9 gaps, they're -- plants have died, kids have
 10 run over them, whatever it is; and then some
 11 of the plants are not full, they're twiggy or
 12 whatever else.
 13 And I'm not dismissing weather
 14 conditions, play, whatever causes destruction.
 15 But if we have a regular vendor on site and
 16 it's their responsibility to maintain these
 17 hedges to a certain single level, and then on
 18 top of that, we got an inspector who's not
 19 citing them for when they don't hit that
 20 level, we got an issue here. There's a
 21 shortfall.
 22 And so what I was suggesting to Doug is,
 23 we either need to notify Davey, notify OLM, or
 24 both, and tell them let's pick it up, and
 25 specifically -- and you've heard this from me

1 before, we're going to run out of time in this
 2 fiscal year -- that there are just so many
 3 projects we're talking about.
 4 And so I would advocate on what I
 5 intended to ask the board -- and Doug has
 6 already run with it -- is let's have Doug
 7 notify OLM and notify Davey we want these
 8 hedges to be properly maintained in accordance
 9 with the contract, and we want OLM to cite,
 10 report, however they do it in their reports,
 11 when Davey doesn't Maintain them to the proper
 12 level.
 13 And, again, I'm talking about the hedges
 14 on Sheldon and Countryway, our two main
 15 thoroughfares and --
 16 MR. MAYS: Linebaugh.
 17 MR. ROSS: Oh, that's right. We have
 18 Linebaugh in Westchase.
 19 Yeah, I meant Linebaugh and Countryway,
 20 and then the hedges in the park. And I ask
 21 you all to support me to have Doug provide
 22 that notification to them, not as a
 23 contractual default, but, "Come on, guys, you
 24 know, lift up the game."
 25 MR. MAYS: But there are some of those

1 things that do fall under the contract, and
 2 that's I told them, too. I said, "I can
 3 understand if kids are running through them
 4 and they're damaging them, that's not your
 5 fault, but there are certain areas where the
 6 plants have died because you didn't check the
 7 irrigation properly, and that's your fault;
 8 and that is under the contract for you to
 9 replace."
 10 So that's why he went out and replaced
 11 about 30 plants today in some of the holes and
 12 things like that, so --
 13 CHAIRMAN MILLS: It's been a little
 14 while since we've probably raised this issue,
 15 but can you revisit with -- what's the guy's
 16 name, the head guy?
 17 MR. ROSS: Paul.
 18 MR. MAYS: Joe. It's here, OLM.
 19 CHAIRMAN MILLS: No, Davey.
 20 MR. MAYS: Paul is the property manager.
 21 CHAIRMAN MILLS: Okay. To review with
 22 his staff of guys proper safety procedures.
 23 One of the guys was on Gretna Green earlier
 24 today, wielding a chain saw without safety
 25 goggles.

1 MR. MAYS: See, they do it all the time.
 2 I've seen their safety manager here. And if
 3 he's doing that, I guarantee you Paul didn't
 4 see him. I'll get with him again.
 5 CHAIRMAN MILLS: It was an observation,
 6 you know, driving down the road.
 7 MR. MAYS: I told them myself, you know,
 8 because ultimately it's unsafe practice there.
 9 In the long run, it's protecting them. And I
 10 told them myself, "we want you to go home to
 11 your families. We don't want to have to call
 12 them and tell them you cut your arm off and
 13 bled to death because" -- I mean, they even
 14 have to wear chaps.
 15 I was in the tree business for years. I
 16 didn't use them because they were worthless as
 17 far as I was concerned. But they are a
 18 beneficial tool, they do help.
 19 So they require chaps, they require a
 20 helmet, they require safety goggles. They've
 21 had so many issues with safety. You know,
 22 sometimes you can tell people until you're
 23 blue in the face, and whether they --
 24 CHAIRMAN MILLS: Well -- and it's going
 25 to rise potentially to the level of

1 and what they should be doing. Like I said,
 2 it ultimately protects them.
 3 CHAIRMAN MILLS: Yeah.
 4 MR. ROSS: But to add on to your point,
 5 I think it ties into mine. When your vendor
 6 hears, either directly or indirectly, the same
 7 issues month after month after month -- how
 8 long have we been talking about the general
 9 landscaping in Westchase, and the hedges in
 10 particular? -- at some point, you got to be
 11 proactive to say "I care enough to -- I'm
 12 going to take care of it" before you got to go
 13 sic your field manager on them.
 14 I mean, that's kind of -- it's silly.
 15 It's not the kind of vendor, in my view, we
 16 want? I want a vendor who's going to be ahead
 17 of the curve, I want someone who's proud of
 18 this community, takes care of this community,
 19 holds it to the same standards that we want it
 20 to be held to.
 21 MR. MAYS: Which I know Paul does that,
 22 but some of his employees, you know, they're
 23 making less than normal sometimes, and they --
 24 you know, you can't be everywhere seeing
 25 everything that goes on.

1 consideration when we --
 2 MR. MAYS: Right.
 3 CHAIRMAN MILLS: -- have contract
 4 discussions and bidding discussions. Right?
 5 If they're not able to do that, there
 6 are companies I've worked for that wouldn't
 7 hire contractors that didn't pass the most
 8 stringent safety requirements. Didn't matter
 9 what the price was. Didn't matter what the
 10 service or reputation was. If safety wasn't
 11 number one and exercised all the time, you
 12 didn't get to work.
 13 MR. MAYS: Oh, every morning they have
 14 staff meetings, and they do loosening up
 15 exercises before they go out and talk about
 16 what their jobs are for the day. And then he
 17 ask me, "Do I have anything?"
 18 And every time he says that, I go over
 19 to him and I talk to him about different
 20 things. And some mornings, I say, "No, I got
 21 nothing today." But after having meetings and
 22 briefings and talking with you guys, he tells
 23 me sometimes that's when I get a chance to go
 24 in there and voice our opinions in the
 25 community and tell them how important it is

1 MR. ROSS: And I get that, and I'm
 2 mindful of that, but that doesn't mean the
 3 point isn't well taken. The -- and so I go
 4 back to, I don't want to get lost in the
 5 shuffle.
 6 Are you guys in agreement that Doug
 7 notify OLM that they need to start taking care
 8 of these hedges?
 9 CHAIRMAN MILLS: Absolutely.
 10 MR. LEWIS: I agree.
 11 MR. ROSS: Good. Good. Thank you.
 12 MR. MAYS: Unless the board has any more
 13 questions for me, Sonny has got -- do you have
 14 anything?
 15 MS. WHYTE: Oh, gosh, no.
 16 Do you guys have anything for me after
 17 our workshop last night?
 18 CHAIRMAN MILLS: No.
 19 MR. MAYS: That's all we got, if you
 20 have no questions for us.
 21 MS. WHYTE: Just an update quickly. I
 22 did talk to the county this afternoon, and
 23 they sent down an email to the traffic people
 24 about what they can get for us and how quickly
 25 they can get us our potential signage.

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 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 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 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

1 Christmas, there's a park in front of my
2 house, there must have been 25 kids having a
3 great time in that park. They were playing
4 soccer, lacrosse, Frisbee, squirt guns -- it
5 was a great, great advertisement for
6 Westchase.

7 And I pass that on to our field team,
8 that they were having a great time, and the
9 adults were gathered in that little middle
10 area, you know, that's there, and they were
11 sitting there having their Coca-Colas and
12 talking about and all this kind of stuff.

13 And I comment that it would have been a
14 great commercial for Westchase. It's why
15 people live in Westchase. It was just a great
16 situation, and everybody was having a great
17 time, and I just wanted to tell you guys that,
18 you know, we have a great community.

19 And sometimes guys like me come in and
20 fuss about stuff, and we got to stop and
21 remember, hey, you know, things are pretty
22 good. So that was it.

23 MR. CHESNEY: Actually on Christmas Day,
24 I walked to the golf course. I did. And I
25 was amazed at the people that -- I mean, there

1 MS. McCORMICK: Well, probably sooner
2 rather than later. I was thinking we may want
3 to put that as an agenda item on the February
4 meeting also.

5 MR. CHESNEY: Yeah. I looked at what he
6 had sent me. He had just sent me a
7 generalized scope of service. I thought that
8 he had included a price in there, but he
9 included just a price for extra services. You
10 know what I mean, so it wasn't like -- he
11 didn't quote me any \$150 an hour or whatever.

12 Like, you know, he didn't quote me an
13 actual price. So -- or I would have brought
14 it up.

15 MR. ROSS: Your comment reminded me of
16 something I said while you were out of the
17 room. If you could ask Mr. Neubauer if he
18 would provide you a copy of the contract that
19 he used to purchase the property, and if you
20 provide that to Erin, that could greatly
21 streamline any discussions with him, because
22 we don't even know whether it would be
23 acceptable to him.

24 MR. CHESNEY: Sure. That would not be a
25 problem. I'm sure he would have that.

1 was a huge family out there playing croquet,
2 and that had set up like a picnic table, and
3 it -- kind of the same thing. You know, I was
4 like, wow, this is a beautiful photo.

5 I mean, they were playing croquet and
6 they had food, and it was -- I mean, it looked
7 catered, and then there was -- you walked
8 farther and there was a group of little girls,
9 and they were playing duck, duck, goose, and
10 just as you meandered around, and it was very
11 nice.

12 MR. BARRETT: You didn't tell them that
13 it's only for golf?

14 MR. CHESNEY: No. Well, there were lots
15 of golfers getting some free golf in there
16 walking, but -- it's true.

17 One thing I meant to ask my fellow
18 supervisors, or I'm just kind of thinking the
19 timing is, you know, we have -- it's my
20 intention to get a more formalized proposal or
21 scope from the consultant for the golf course.

22 And I'm just curious if anyone has any
23 input or what that should look like, when we
24 would even engage it, that kind of thing,
25 because I think --

1 MS. McCORMICK: It think it's good.

2 MR. LEWIS: I thought about this
3 earlier, too, when you actually said that
4 earlier, and I failed to bring it up.

5 But how long -- if we put it on the
6 agenda to acquire for -- maybe that's the
7 wrong term -- with this consultant, are we
8 definitely going with that consultant, or are
9 we looking to just put it on the agenda to
10 kind of discuss going with --

11 MR. CHESNEY: Well, that -- I'm going to
12 be frank. So when it comes to this, is that
13 we would be foolish to try to go and solicit
14 different consultants. This particular
15 consultant knows the property the best because
16 Nick had engaged them last year in a review of
17 the golf course.

18 They then wanted to manage the property,
19 which they did not get that job from Nick, but
20 they know this property better than anyone.
21 So it would be economically foolish for us to
22 hire any other consultant if we're going to
23 hire a consultant.

24 MR. LEWIS: Yeah. And I agree. And I'm
25 just not sure where the other two stood. But

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

1 working on it, on two things that we'd like to
 2 bring to the board to possibly either for your
 3 consideration to remove, to add, to change,
 4 whatever, so we've been working on it.
 5 I did speak to Paul, if we do keep OLM,
 6 what the time frame would be. He said, you
 7 know, March, April. And then bid it out by
 8 having the -- you know, depending on what the
 9 requirements and what the requests are on the
 10 contract itself, on your landscaper.
 11 MR. CHESNEY: I would say March, April,
 12 if you don't intend to keep OLM, but, I mean,
 13 OLM, I mean, they know this very --
 14 MS. WHYTE: Yeah, but -- so it takes a
 15 while for the -- you got to give the
 16 contractor time to get his ducks in a row when
 17 you award a contract to them. It takes them a
 18 couple of months to secure -- if you're going
 19 to an outside contractor --
 20 MR. ROSS: For each step of the process.
 21 MS. WHYTE: Oh, absolutely.
 22 CHAIRMAN MILLS: And that's why I
 23 brought it up. It's here. Right.
 24 MR. MENDENHALL: Yeah.
 25 CHAIRMAN MILLS: Well, let's keep it on

1 a motion.
 2 CHAIRMAN MILLS: So moved.
 3 MR. MENDENHALL: Second.
 4 MR. CHESNEY: Second.
 5 MR. MENDENHALL: All in favor?
 6 (All members signify in the affirmative
 7 and motion passes.)
 8 MR. MENDENHALL: Okay. Meeting's
 9 adjourned.
 10 CHAIRMAN MILLS: Thanks everybody.
 11 Happy New Year.
 12 (At 7:30 p.m., the meeting adjourns.)
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James P. Mills

1 the radar and keep it in front of us.
 2 MS. WHYTE: We were going to bring it up
 3 and I was going to put it on the agenda for
 4 our next field office report for the next
 5 month because that's something I don't need to
 6 start working.
 7 MR. CHESNEY: I mean, that would be a
 8 good thing to do in conjunction with it.
 9 Because he sends out, OLM, I don't know if you
 10 ever looked at it, he sends out a very
 11 detailed contract or bid specs. And it's like
 12 you need this much mulch, you need to trim
 13 this many times, this kind of thing.
 14 So if you're going to -- by changing
 15 some of the plantings and look through Neal's
 16 thing, you know, that might change then some
 17 of the things you contract with, you know.
 18 MR. ROSS: Which is why there's a time
 19 urgency -- or a sense of time.
 20 CHAIRMAN MILLS: Keep it in front of us.
 21 MR. ROSS: Yeah.
 22 MR. MENDENHALL: Okay. Matt, anything?
 23 MATT: No, I don't have anything.
 24 MR. MENDENHALL: Okay. Then adjournment
 25 would be next. If somebody would like to make

REPORTER'S CERTIFICATE

STATE OF FLORIDA:
 COUNTY OF HILLSBOROUGH:

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.

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 January 29, 2018.

Kimberly Ann Roberts
 Notary Public
 State of Florida at Large