

RE: WESTCHASE COMMUNITY
DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: February 6, 2018

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

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

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

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APPEARANCES:
WESTCHASE COMMUNITY DEVELOPMENT
DISTRICT BOARD MEMBERS:

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

ALSO PRESENT:

SEVERN TRENT SERVICES:

Andy Mendenhall

DISTRICT ATTORNEY:

Erin McCormick

DISTRICT ENGINEER:

Tonja Stewart (Telephonically)

WESTCHASE STAFF:

Doug Mays

Sonny Whyte

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1 The transcript of Westchase Community
2 Development District Board Meeting, on the 6th day
3 of February, 2018, at the Westchase Swim and Tennis
4 Club, 10405 Countryway Boulevard, Tampa, Florida,
5 beginning at 4:00 p.m., reported by Kimberly Ann
6 Roberts, Notary Public in and for the State of
7 Florida at Large.

8 * * * * *

9 MR. MENDENHALL: All right. This is the
10 Westchase Community Development District board
11 meeting. Today is Tuesday, February 6,
12 4:00 p.m. And if we can start with a roll
13 call. Start at the far end of the table and
14 work our way back.

15 MR. ROSS: Brian Ross.

16 MS. GRIFFITH: Barbara Hessler Griffith.

17 MR. LEWIS: Matt Lewis.

18 CHAIRMAN MILLS: Jim Mills.

19 MS. McCORMICK: Erin McCormick, district
20 counsel.

21 MR. MENDENHALL: I'm Andy Mendenhall,
22 district manager. And we have our staff, Doug
23 and Sonny back there. And if we want to stand
24 for the flag.

25 (The Pledge of Allegiance is recited.)

1 MR. MENDENHALL: So a lot of you are
2 probably here for the golf course discussion,
3 either to listen or to provide comment. What
4 the board is going to try to do and what they
5 advertised on the website and with regard to
6 this specific meeting, is they're going to try
7 to have that particular portion of the
8 meeting, those discussions, at roughly around
9 5:00. So if there are any folks that are
10 getting off work that want to participate, it
11 gives them a little time to get here.

12 The items that they're going to go over
13 prior to that is mostly routine business.
14 Certainly, you can weigh in on those as well
15 as when we get the audience comments.

16 And when we do have the discussion on
17 the golf course, what we're going to try to do
18 in order to be fair to everybody, number one,
19 when you walked in, I think Sonny was good
20 with grabbing everybody and asking if you had
21 a comment or a question about the golf course,
22 to basically sign one list with your name.

23 These meetings are transcribed, so that
24 way, we can get everybody's names spelled
25 correctly and that sort of thing. So if you

1 signed that list, obviously when we get to
2 that, we'll call you up, and you can come to
3 the podium and direct your questions towards
4 the board.

5 And what we're going to is, everybody is
6 going to get three minutes, so you can ask
7 questions, make comments, that sort of thing.
8 I'll keep track, so if I raise my hand, I
9 won't be mean about it, but I'll let you know
10 if you're, you know, kind of within 30
11 seconds, that way, if you need to wrap it up.

12 In addition, we're going to take all the
13 comments first, so the board can hear all the
14 comments and so that everyone gets an equal
15 three minutes, because a lot of times when
16 there is back and forth, then, unfortunately,
17 sometimes different folks might get to
18 monopolize it a little bit because maybe they
19 ask a question, and it gets answered, and then
20 another question.

21 So the best way to keep it fair is to
22 keep that -- everyone make your comments for
23 three minutes. The board can sit here and
24 listen to all of that, take notes, and then at
25 the end of it, the board can certainly

1 address some of the issues that were brought
2 up, because we'll probably have some of the
3 issues will be repeats and that sort of thing.

4 So hopefully that helps out. Like I
5 said, we'll get into that roughly around 5:00.
6 If you did not put your name on the list and
7 you do want to address the board about that,
8 certainly, while we're going through this
9 earlier part of the meeting, feel free to walk
10 to the back where -- is Sonny still back
11 there?

12 MR. MAYS: Yeah.

13 MR. MENDENHALL: Oh, okay. I see her
14 hand now.

15 So feel free to walk back to Sonny, and
16 you can kind of sign in there, so to speak,
17 and we'll make certain we get to you. All
18 right.

19 CHAIRMAN MILLS: Andy.

20 MR. MENDENHALL: Yes, sir.

21 CHAIRMAN MILLS: Just one other
22 housekeeping note. Since these meetings are
23 transcribed for public record, we would ask
24 that conversations be kept to a minimum so
25 that the reporter can hear who is saying what

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1 and properly transcribing the minutes of this
 2 meeting.
 3 If anyone is called upon, we ask that
 4 you state your name and address clearly for
 5 that record and just be mindful that it is
 6 being recorded, and back noise makes it
 7 difficult for her to keep track -- you can't
 8 have two people speaking at once, and people
 9 speaking over others and that kind of thing,
 10 because it makes it impossible for her to do
 11 her job.
 12 Also, depending on how tonight's meeting
 13 goes -- and I appreciate everyone being here
 14 -- at 6:00, we're going to have a hard stop
 15 for a few minutes to give the reporter a few
 16 minutes break because she's going to be
 17 banging away on the keys for two hours solid,
 18 so usually after two hours, we give her a
 19 break, so be prepared for that. Thanks, Andy.
 20 MR. MENDENHALL: Okay. The next item is
 21 the consent agenda. You have three items on
 22 that consent agenda.
 23 I'll ask, first, if there is a motion to
 24 approve that consent agenda.
 25 CHAIRMAN MILLS: I'll make a motion to

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1 approve, subject to removal until next month
 2 of Item A, since the meeting minutes were not
 3 provided to the board until a short while ago
 4 today.
 5 MR. MENDENHALL: Okay.
 6 CHAIRMAN MILLS: A little clerical
 7 error, so nobody had the opportunity to review
 8 those minutes yet. So let's postpone that
 9 until next month.
 10 MR. MENDENHALL: Okay.
 11 CHAIRMAN MILLS: But a motion to approve
 12 the balance of the agenda.
 13 MR. MENDENHALL: Do we have a second to
 14 that particular motion?
 15 MR. LEWIS: I'll second.
 16 MR. MENDENHALL: Any further discussion.
 17 MR. ROSS: Discussion down here.
 18 MR. MENDENHALL: Yes, sir.
 19 MR. ROSS: I couldn't find Item C in my
 20 packet. Where did I overlook that or miss
 21 that?
 22 MR. MENDENHALL: I actually sent out an
 23 email on that one. I'm not sure if you saw
 24 it. Basically it was a great deal of detail
 25 sent over by the insurance carrier, so --

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1 MR. ROSS: When was that sent over?
 2 MR. MENDENHALL: When was it sent over?
 3 Five or six days ago probably -- possibly.
 4 MR. ROSS: Okay. Then it got lost in
 5 the email shuffle.
 6 MR. MENDENHALL: Okay.
 7 MR. ROSS: Is there something
 8 confidential about that that would preclude
 9 you from briefly summarizing to me what it is?
 10 MR. MENDENHALL: No. I can summarize.
 11 Essentially from time to time, we wind up
 12 having insurance claims that come through the
 13 district. Generally speaking, we try, when
 14 possible, to brief the board with the
 15 information and not share some of the
 16 strategies of the insurance company as far as
 17 if they feel that it's worthy of settling the
 18 particular cases. And that was just the case
 19 with this particular one.
 20 It was an incident that had happened a
 21 while ago that the insurance company was
 22 prepared to offer a settlement and close the
 23 case, so to speak, so it --
 24 MR. ROSS: So you're recommending that
 25 we accept what was recommended?

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1 MR. MENDENHALL: Yes, that would be my
 2 recommendation.
 3 MR. ROSS: And there was no cost to the
 4 districts?
 5 MR. MENDENHALL: No. So what winds up
 6 happening is, your insurance basically pays it
 7 out.
 8 MR. ROSS: I just wanted to make sure.
 9 Okay. Sorry.
 10 MR. MENDENHALL: Sure. No problem. If
 11 there's no further discussion, all in favor.
 12 (All board members signify in the
 13 affirmative.)
 14 MR. MENDENHALL: Any opposed.
 15 (No response.)
 16 MR. MENDENHALL: Okay. That motion
 17 carries.
 18 (Motion passes.)
 19 (Mr. Chesney enters the meeting.)
 20 MR. MENDENHALL: I will note for the
 21 record that Greg Chesney has joined us.
 22 Welcome.
 23 MR. CHESNEY: Hi.
 24 MR. MENDENHALL: All right. Item Number
 25 Three is Westchase landscape opportunities.

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1 Neale -- I don't know if Neale is here.
 2 CHAIRMAN MILLS: He's running late.
 3 MR. MENDENHALL: Okay. Fair enough. So
 4 we'll come back to that.
 5 The next item is the engineer's report.
 6 Tonja was going to be dialing in. She hasn't
 7 dialed in just yet. I can certainly reach out
 8 to her as we move on to the attorney's report.
 9 CHAIRMAN MILLS: okay.
 10 MS. McCORMICK: The only item on my
 11 report is the documents that are in the agenda
 12 related to the golf course discussion that
 13 we'll talk about when we get to that point.
 14 CHAIRMAN MILLS: Okay.
 15 MS. McCORMICK: If anybody has any
 16 questions for me.
 17 MR. MENDENHALL: Somebody ask at least
 18 one question.
 19 (No response.)
 20 MR. MENDENHALL: I'm going to try to get
 21 Tonja on the phone actually.
 22 (Ms. Stewart appears telephonically.)
 23 MR. MENDENHALL: All right. We have
 24 Tonja Stewart dialing in for the engineer's
 25 report.

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1 MS. STEWART: The issue that I have to
 2 report is about Westlake Townhomes. I just
 3 walked out of a meeting, and I do see that I
 4 have a message from M/I Homes regarding that a
 5 draft deed that were going to send over, but
 6 it wasn't ready, I presume.
 7 So I guess -- I think what is important
 8 -- I don't know if you all talked about this
 9 in your workshop -- we have several moving
 10 parts to this borrow area for conveyance, but
 11 we don't have any particular final documents
 12 to present to the board, but we're kind of on
 13 a --
 14 MR. MENDENHALL: Tonja, can you speak up
 15 just a little bit? We're in a bigger room
 16 than usual.
 17 MS. STEWART: Oh. Do I need to go all
 18 the way back?
 19 CHAIRMAN MILLS: Did you catch the first
 20 part of that?
 21 THE REPORTER: I did.
 22 MS. STEWART: In just a second, I'm
 23 going to my car, and it might be better for
 24 you to hear me. Give me a second.
 25 MR. MENDENHALL: Okay. Fair enough.

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1 CHAIRMAN MILLS: These are high tech
 2 meetings, folks.
 3 MS. STEWART: Okay. Can you hear me
 4 better?
 5 MR. MENDENHALL: We can hear you good.
 6 MS. STEWART: Okay. How far back do you
 7 want me to go? Do you want me to start over?
 8 MR. MENDENHALL: The court reporter
 9 caught it. Does anyone else want Tonja to
 10 start over or -- you can start from where you
 11 were, it seems like.
 12 MS. STEWART: Okay. The bottom line is,
 13 is that we're on a fast-moving schedule
 14 because of the transition between the
 15 developer HOA and resident HOA, but we don't
 16 have the final documents together.
 17 And there was a discussion with the
 18 developer and the HOA president that the
 19 wetland mitigation area that we have been
 20 discussing, including as part of the
 21 conveyance, the HOA doesn't have funding for
 22 five years of monitoring, maintenance and
 23 reporting.
 24 So they came back and asked us to --
 25 they would pay the 2018 cost to do that work,

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1 but were asking the district to pay the
 2 remainder.
 3 We went back and asked the developer if
 4 they would at least split it with us. I
 5 have not gotten a response back from them, as
 6 well as I asked the developer and HOA to sent
 7 me the draft deed, which I don't have.
 8 So I don't know if you all had any
 9 discussion about this issue in the workshop.
 10 CHAIRMAN MILLS: Tonja, this is Jim.
 11 The discussion we had yesterday was simply a
 12 quick review of where we're at, and I guess
 13 the urgency to get this done before residents
 14 control so that we don't have to start all
 15 over again. Correct?
 16 MS. STEWART: Correct.
 17 CHAIRMAN MILLS: Okay. And so can you
 18 advise the board, what is the -- absent of
 19 them sharing or participating in the
 20 maintenance costs, what is the annual number
 21 the board would have to entertain to accept
 22 that provision?
 23 MS. STEWART: I believe that it has been
 24 estimated at \$4,000 a year, and one of the
 25 things that Doug and I talked about was maybe

1 even getting with A & B Aquatics to see if
2 they could provide the same service and how
3 much it would cost. There may be some savings
4 there. We don't know.

5 CHAIRMAN MILLS: Okay. So what do you
6 need from us today to get this wrapped up?

7 MS. STEWART: I think what we need is,
8 we need the board to say, yes, it's okay for
9 us to continue with the conveyance with the
10 understanding that the district may incur some
11 cost for future monitoring, maintenance and
12 reporting, waiting for the developer to, you
13 know, respond to us with requests to split the
14 cost with us, and also to allow the attorney
15 to review the deed -- draft deed as soon as we
16 get it so that it could be something that
17 could be in process, particularly, if Erin has
18 any modifications or something that we can get
19 in the works ASAP.

20 MS. McCORMICK: Tonja, this is Erin.
21 What's the status of the permit on the borrow
22 pit?

23 MS. STEWART: As soon as they give us
24 the go ahead on the draft conveyance, once we
25 agree that we will take on the operation of

1 sounds like we still have enough time, Tonja,
2 that this would be brought back for final
3 approval to the board at the March meeting.
4 Is that correct?

5 MS. STEWART: That is the goal. As a
6 matter of fact, they moved the transition
7 meeting from March 7 to like April 7, so they
8 moved their transition out a month to try and
9 help to get this done.

10 So that is the goal to have everything
11 taken care of to bring to the board at the
12 March meeting.

13 MS. McCORMICK: Yeah. That would be my
14 concern, just that we have a chance to review
15 everything and get final approval in March.

16 CHAIRMAN MILLS: Okay.

17 MR. LEWIS: And the fee was only for one
18 year that we may or may not split with the
19 developer?

20 MS. McCORMICK: Five years.

21 CHAIRMAN MILLS: Five.

22 MR. LEWIS: Oh, five years.

23 CHAIRMAN MILLS: It's ours after that
24 anyway.

25 MR. LEWIS: Right. Right.

1 the monitoring, maintenance and reporting, we
2 can finalize the legal description, and then
3 they were put on notice that as soon as that
4 happens, which we hoped it would be today,
5 they would be prepared to submit it to SWFWMD
6 next week.

7 They believe they can get a permit
8 within 30 days, so I'm happy, as soon as you
9 all give me the go ahead to follow up with an
10 email this evening to M/I, Heidt Designs,
11 with the understanding that we need to get
12 this thing taken care of immediately

13 CHAIRMAN MILLS: What is your
14 recommendation, Tonja?

15 MS. STEWART: Well, because of the
16 sensitivity of this open water body to the
17 Westchase residents and some of the storm
18 events that we experienced a few years ago, I
19 think it is the district's best interest to
20 have control over this property.

21 CHAIRMAN MILLS: Okay. Erin, any other
22 concerns or questions?

23 MS. McCORMICK: No. I mean, my concern
24 is just to make sure that the permit split
25 happens before the conveyance does, and it

1 CHAIRMAN MILLS: But originally, if I
2 understand correctly, the developer was going
3 to split it with us --

4 MS. McCORMICK: Right.

5 CHAIRMAN MILLS: -- for five years.

6 MS. McCORMICK: Tonja, have you done a
7 review of the current condition of the wetland
8 area to make sure that what they're
9 representing as far as the maintenance cost
10 that you don't have any problems with that
11 area that might incur more cost to the
12 district?

13 MS. STEWART: I have not, but I can send
14 an environmental scientist out there to take a
15 look at it for us.

16 CHAIRMAN MILLS: Tonja, if you would,
17 we've got 50 or so people sitting in front of
18 us today, unlike our normal meeting where Bob
19 Argus is sitting in front of us.

20 Can you detail for the audience the
21 exact area we're referencing here?

22 MS. STEWART: Yes. It's an open water
23 body area that is in -- Doug and Sonny help me
24 out -- the townhome community, Stonebridge
25 or --

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1 MS. WHYTE: Behind Stonebridge and
 2 Stockbridge.
 3 MR. BARRETT: Sturbridge.
 4 MS. WHYTE: Sturbridge.
 5 MS. STEWART: It's an open water body
 6 that by this piece of property that is now
 7 developed with some easements over some mowing
 8 maintenance that was part of the original
 9 Thomas Ranch property, if I recall.
 10 And the developer of the townhomes
 11 project is willing to convey it over to the
 12 district since it really benefits the
 13 Westchase residents in those two townhome
 14 communities since back in 2013, when we
 15 started having above average rainfall and we
 16 were inspecting drainage systems, that was one
 17 critical open water body that we did a lot of
 18 maintenance on for positive drainage from the
 19 backyards of those units, and those backyards
 20 of those units -- those townhouses are
 21 significantly lower than the Westlake Townhome
 22 units.
 23 So it's kind of important to have
 24 control over being able to maintain the water
 25 flowing out of that water body.

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1 CHAIRMAN MILLS: Is there a motion?
 2 Mr. Ross.
 3 MR. ROSS: Can I make sure I'm clear on
 4 the summary of the issue, that we, as a board,
 5 have already determined that we believe it's
 6 in the best interest of the Westchase
 7 community that we take control of this body of
 8 water, that there's a timing issue, that if we
 9 don't go lickety split, we may have to start
 10 all over again.
 11 In the process, we're incurring
 12 professional fees, whether it's our engineer
 13 or our legal counsel, and the monetary dispute
 14 is over an aggregate of 20 grand, and
 15 somebody's turned out the idea of splitting
 16 ten and ten. Is that a fair summary?
 17 CHAIRMAN MILLS: She has not heard back
 18 from the developer whether they're splitting
 19 it or not. Apparently they are going to cover
 20 this year's costs, so it sounds like maybe
 21 four years.
 22 MR. ROSS: Okay. So eight and eight.
 23 CHAIRMAN MILLS: And it is in the best
 24 interest, as I understand it, both for the
 25 water and flooding issues that Tonja has

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1 detailed, but, additionally, there is now
 2 access to that waterway on the other side of
 3 the water that we didn't have before because
 4 now we have residents in another community
 5 living over there; and in order to control
 6 access and prohibit boating and skiing and
 7 fishing and whatever else may transpire, we'll
 8 have the ability to fence that off and let
 9 some growth grow to prevent access on the
 10 other side, that if we didn't have ownership
 11 and control of that waterway, we would not be
 12 able to do for the benefit of our residents to
 13 have that waterway behind --
 14 MR. ROSS: Got it. You confirmed my
 15 understanding. And so with all that being
 16 said, I'll move that the district move forward
 17 and have our professionals move forward with
 18 consummating the transaction as expeditiously
 19 as possible with the proviso that the
 20 developer pay us \$8,000 to satisfy its
 21 obligations with regard to -- excuse me -- it
 22 would be \$12,000 -- eight plus four -- \$12,000
 23 to satisfy its maintenance obligations.
 24 And the reason I word it that way is, I
 25 don't believe we want to spend more

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1 professional time chasing them to get
 2 reimbursed.
 3 I'm thinking it would be better off to
 4 get them just to pay their share, them to
 5 accept the same reality that I'm suggesting,
 6 at some point we want to get our professionals
 7 out, they want to get their professionals out,
 8 let's get beyond who's going to blink first
 9 mentality, and just throw something out there
 10 to see if they'll do it, we can get our
 11 professionals to get the deal done.
 12 MR. MENDENHALL: Do we have a second to
 13 Mr. Ross' motion?
 14 MS. McCORMICK: Let me just ask --
 15 MR. CHESNEY: Well, I was going to say I
 16 was going to second it, but I was going to ask
 17 you. Does that sound --
 18 MS. McCORMICK: The only other thing, I
 19 think if M/I is in agreement with that and is
 20 proceeding, then you may want to consider
 21 directing Stantec to send an environmental
 22 scientist to do the review of the mitigation
 23 area as well.
 24 MR. ROSS: Thank you for clarifying
 25 that. I thought it was implicit in my motion.

1 We want professionals to handle it.
 2 MS. McCORMICK: Okay.
 3 MR. ROSS: Whatever you guys believe
 4 needs to be done for legal review, for
 5 engineer review, absolutely. Whatever is
 6 appropriate, that's definitely implicit in the
 7 motion.
 8 MR. CHESNEY: Okay. Besides that, also
 9 -- I mean, is 12 grand, do you think, what is
 10 necessary? Do you think they'll take that?
 11 MS. McCORMICK: Is 12 grand necessary --
 12 MR. CHESNEY: The amount, the splitting,
 13 as opposed to --
 14 MS. McCORMICK: Do you think M/I Homes
 15 will?
 16 MR. CHESNEY: Yeah, M/I. Yes.
 17 MS. McCORMICK: I don't know if they
 18 will or not. I mean, if they say no, then I
 19 think we're probably at a standstill because
 20 it sounds like they're not going to submit the
 21 permit application until we have agreement on
 22 this issue. I thought they were already
 23 submitting an application.
 24 MR. CHESNEY: My thought is that it's
 25 important enough to have it, that --

1 THE WITNESS: I'm receptive to any way
 2 to get off the bump, but we've now -- as you
 3 well know, we have been talking about this for
 4 months. Between Tonja and Erin, we're juts
 5 putting more money down the drain.
 6 MR. CHESNEY: Right. More professional
 7 fees instead of getting rid of the permitting.
 8 So I would --
 9 MR. ROSS: I'm willing to amend my
 10 motion to authorize one of the supervisors to
 11 work with our legal counsel to establish an
 12 appropriate financial resolution, if that --
 13 if what you're suggesting, why give them a
 14 hard number, and we get to close, but not
 15 there --
 16 MR. CHESNEY: Right. Sure. Are you
 17 volunteering?
 18 MR. ROSS: No, I'm not volunteering.
 19 I'll volunteer you.
 20 MR. CHESNEY: No, I don't want to do
 21 that.
 22 MR. ROSS: You don't want to?
 23 MR. CHESNEY: How about -- I think Matt
 24 would be the most appropriate person.
 25 MR. ROSS: Okay. Are you willing --

1 MR. LEWIS: Yeah, I'll do it.
 2 MR. ROSS: I move Matt be granted the
 3 authority to negotiate the financial
 4 component.
 5 MR. CHESNEY: Okay. I will accept that
 6 amendment.
 7 CHAIRMAN MILLS: My question is, are you
 8 saying that if they do not provide any
 9 financial participation, that it's a deal
 10 killer, or that there's flexibility, or are
 11 you going leave that to the engineer and legal
 12 staff?
 13 MR. ROSS: I think that would be
 14 important for legal and engineer for input,
 15 and based on my confidence in all of the
 16 supervisors, including Matt, I feel confident
 17 if Matt felt like, okay, this is getting
 18 beyond my comfort zone, I'm going to bring it
 19 back to the full board, I believe that is what
 20 Matt would do.
 21 I think Matt has a full understanding as
 22 to the preciousness of getting this land, but
 23 the preciousness of getting it resolved one
 24 way or the other. So I feel very comfortable
 25 with Matt using his judgment to bringing it

1 back or not bringing it back.
 2 MR. CHESNEY: Okay.
 3 MR. MENDENHALL: Anything else, Tonja?
 4 MR. CHESNEY: We didn't vote on the
 5 motion.
 6 MS. STEWART: No. That's it.
 7 MR. MENDENHALL: Oh, you didn't vote on
 8 it. I'm sorry. Any further discussion?
 9 (No response.)
 10 MR. MENDENHALL: All in favor.
 11 (All board members signify in the
 12 affirmative.)
 13 MR. MENDENHALL: Any opposed.
 14 (No response.)
 15 MR. MENDENHALL: Motion carries.
 16 (Motion passes.)
 17 MR. MENDENHALL: Anything else? I'm
 18 sorry.
 19 MS. STEWART: No. That's all. I'll
 20 assume, with all that, it's okay for me to
 21 move forward and get everything all tied up
 22 nice and neat. Right?
 23 MR. MENDENHALL: Yes.
 24 MS. STEWART: Okay.
 25 CHAIRMAN MILLS: Yes. She did have a

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1 couple items on the agenda, however.
 2 MR. MENDENHALL: Yeah. Tonja, I don't
 3 know if you saw, we had two items on the
 4 agenda, the status of the community map, and
 5 the best pond management practices document.
 6 I didn't know if you had an update on either
 7 of those.
 8 MS. STEWART: I do not have update on
 9 either of them. I've been doing a couple of
 10 paving projects, forgive me. It just has
 11 consumed a lot of my time. So they're fixing
 12 to come to an end, so I promise to bring
 13 information back to the board at the next
 14 meeting.
 15 MR. MENDENHALL: Okay. Thank you.
 16 MS. STEWART: Thank you. Bye bye.
 17 MR. MENDENHALL: Bye.
 18 All right. I saw Neale come in the room
 19 a short while ago. So, Neale, we'll get to
 20 you, your discussion of the landscaping, if
 21 you want to address the board.
 22 MR. STRALOW: Thank you, board members.
 23 For the record, Neale Stralow with Stantec,
 24 landscape architect and planner. I apologize
 25 for my tardiness. I found myself among a

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1 couple accidents in downtown that kind of
 2 close down a few streets, one with a semi.
 3 So I appreciate the opportunity to be
 4 with you. As a general summary of the
 5 materials that have been forwarded to you for
 6 attention, at your December 4th workshop, you
 7 had requested that I meet with staff and
 8 provide some observations about the general
 9 landscape and amenities that Westchase is
 10 known for at your entries and boulevard
 11 medians.
 12 So as a result of that, I met with
 13 staff. We toured -- with Doug and Sonny -- we
 14 toured the entries, looked at all of the
 15 components that have fallen under the normal
 16 maintenance practices with staff and provided
 17 a few opportunity areas as part of this
 18 discussion package that was provided to you.
 19 And really what we saw was, you know,
 20 your architectural elements are strong. They
 21 were established in a period at the beginning
 22 of this community, and part of the landscape
 23 has grown and regrown in those areas, have all
 24 altered grade and been at varying levels of
 25 success.

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1 And so the opportunity exists to do some
 2 retrofit landscaping enhancements in most of
 3 your entries. And systematically what I did
 4 was look at prototypical designs, some of
 5 those exhibits are attached for the multiple
 6 entry types that we saw, and then looked at
 7 what those organizing features are, really how
 8 to highlight the elements that are there, the
 9 architectural walls that are there, the
 10 signage boards that are there.
 11 Some of that has to do with re-grading
 12 and reestablishing the existing grades
 13 adjacent to sidewalks. It has about creating
 14 a backdrop behind those signage elements to
 15 block out some either residence or commercial
 16 buildings that have now been established in
 17 those locations.
 18 I think that the -- there's a
 19 substantial opportunity for enhanced lighting.
 20 It comes with additional costs, but the -- in
 21 order to run electric through those locations,
 22 but it would be a recommendation that I would
 23 make to you to consider in future budgeting in
 24 order to enhance the nighttime appeal of those
 25 elements.

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1 By doing a system -- systematic
 2 enhancement through your landscape entries and
 3 boulevard medians, you would be able to
 4 improve the overall aesthetic, do it in a
 5 manner that is sequenced and logical, use the
 6 advantage of the new specifications that Doug
 7 has been working on with going out to
 8 nurseries to provide those limited designs
 9 within the parameters of what you want as a
 10 set of entry features so that you gain and
 11 maintain continuity across your palate.
 12 That is, in essence, a short
 13 presentation. I don't know if you had a
 14 chance to really look at those elements and
 15 those photo simulizations that we made.
 16 If there's any specific questions, I'll
 17 be glad to answer those.
 18 MR. MENDENHALL: Yes, sir.
 19 MR. ROSS: First of all, I want to
 20 compliment you. I felt like the product you
 21 gave us, the presentation complimented exactly
 22 what we asked for, so I appreciate both your
 23 approach and the product that you provided to
 24 us. It was very helpful for me.
 25 My specific comments about it are, I

1 would like to see the other three community
2 entry points addressed as well. You know, how
3 we got it at the front at Linebaugh and
4 Sheldon? But I think we need to give
5 importance to the other three entry points.
6 People do use that a lot. So that would be
7 one thing I would add to it.

8 I would also add in, that if we do move
9 forward, that the contemplation -- and this
10 really necessarily isn't in your bailiwick,
11 Neale -- but we shouldn't make the same
12 mistake, in my view that we made on the front
13 entryway, where we purchase plants with the
14 overexpectation that they're going to mature
15 into a certain vision.

16 And as you may have heard, some of us
17 feel that what was represented to us did not
18 come to fruition, and so I think having
19 learned from that experience as we go through
20 a, I guess, budgeting process, that we look at
21 going ahead and acquiring the more mature
22 plants so that we have affirmation that we're
23 getting what was sold to us -- not sold to us,
24 but represented to us.

25 Obviously, I'm not a landscape expert or

1 whatever the original design, it's easily
2 retained, so that as we pass through the years
3 and somebody is doing this eight years, ten
4 years, 15 years from now, they're not going to
5 wonder, what were those guys and gals
6 thinking, whatever.

7 But other than those specific comments,
8 my own suggested plan of action to the board
9 is that we -- oh, I also wanted to compliment
10 you for working with Doug. I think that was
11 great -- that we move forward with completing
12 the visionary plan that you've been working
13 on, that we move forward with getting bids or
14 whatever else, and then come back to us for
15 consideration.

16 MR. STRALOW: I would like to add one
17 quick response and -- or augment one of your
18 comments. The needs for color are great.
19 Okay? You can either accomplish that through
20 annuals or plant materials, but the challenge
21 that you continue to have is that these
22 landscapes are seen at high speed, and really
23 what you're trying to do is to draw attention
24 to your major elements.

25 Lighting does that well, broad bands of

1 anything like that, but I do have two just
2 general points, and I feel like your
3 presentation is consistent with this. But I
4 just would like to emphasize that we focus
5 less on ornamental plants, and we focus more
6 on -- my words, nobody else's -- more
7 traditional, clean lines.

8 And, again, I think your presentation
9 did that or your materials with use of color.
10 I think part of our mistake on the front was
11 we bought into let's get these cool-looking
12 plants, and in my judgment, it didn't happen.
13 So that's one thing.

14 And the other thing is, that I feel
15 like, similar to your presentation, that we
16 have had perhaps some erosion of standards
17 just as time has past, and dirt accumulates or
18 mulch accumulates, or whatever else it may be,
19 we need to make sure that we contemplate that
20 on our go-forward basis or the same thing is
21 going to happen again.

22 So let's not kid ourselves, and
23 implement something as if it's not going to
24 happen again. And to that end, whatever we
25 do, it needs to be easily maintained, and

1 color does that well. And, you know, the
2 detailed planting, it has its place in a -- or
3 larger plant palate has a place in places
4 where people are going to be walking and being
5 able to see that textural change. And so
6 that's why I make that recommendation.

7 MR. ROSS: And if I suggested not using
8 color --

9 MR. STRALOW: No. And I just want to
10 emphasize that, because it is -- most of your
11 landscapes in these areas and these public
12 areas are going to be high-speed views.

13 MR. ROSS: I'm with you on that. Okay.
14 Thank you.

15 MR. MENDENHALL: Mr. Chesney.

16 MR. CHESNEY: Did Doug share with you
17 the nursery process quotes that he had
18 received?

19 MR. STRALOW: Yes.

20 MR. CHESNEY: So is the pricing with
21 this design consistent with that prior?

22 MR. STRALOW: Yes. I think that the --
23 yes. He identified a range, and I think that
24 that's a comfortable range for enhancement.

25 And, ultimately, it comes down to the

1 legal of maturity that you're asking for
 2 install of the larger materials. Okay?
 3 And the trees and palms and -- you know,
 4 you're paying for that maturity. Seasonal
 5 color, you change for the amount of times that
 6 you're changing those out.
 7 MR. CHESNEY: And I know in our workshop
 8 we discussed the challenges with the lighting
 9 MR. STRALOW: Yes.
 10 MR. CHESNEY: Do you have any idea on
 11 connections, TECO connections?
 12 MR. STRALOW: I spoke with Tonja --
 13 Tonja, Stantec, your CDD engineer. It really
 14 is a site specific -- I don't have a good
 15 answer for you.
 16 This is about getting TECO out to the
 17 specific location and determining the linear
 18 footage and the cost per that to deliver --
 19 ultimately, you end up with a bill -- an
 20 electric bill at the end of the month.
 21 Doug did show me the Radcliffe -- we
 22 toured the Radcliffe entry where a solar
 23 application was made. That opportunity is
 24 rare because of sign angles and your other
 25 entries.

1 And then, secondarily, the LED lamps
 2 have come a long way -- lighting has coming a
 3 long way and the brightness and the intensity
 4 and the energy efficiency has improved. It
 5 doesn't negate the amount that you're going to
 6 have to pay to bring electricity there and not
 7 have an ongoing cost.
 8 MR. CHESNEY: Yeah. I mean, because
 9 intuitively there is electricity running all
 10 the way down because there's street lights,
 11 so --
 12 MR. STRALOW: Right.
 13 MR. CHESNEY: -- you think it would not
 14 be crazy, but I guess we'll see.
 15 MR. STRALOW: I would be hesitant to
 16 give you a linear footage cost without TECO
 17 joining us on site.
 18 MR. MENDENHALL: Yes. Barbara.
 19 MS. GRIFFITH: So one of the things when
 20 it comes to our community, in particular --
 21 our community is 25 years old. Right? So
 22 when everything is new at the same time, it's
 23 all old at the same time. Of course, we've
 24 been maintaining the landscape.
 25 One of the things that I've talked about

1 is, how do we do a better job of manicuring
 2 the landscape? And so I like what you've
 3 presented here. I love the idea of canopies.
 4 I love the idea of the lighting. I do think
 5 it's consistent with the Westchase brand.
 6 I do think we do deserve a bit of
 7 grandeur in our appearance. So I appreciate
 8 that. I will just tack onto the lighting,
 9 agree, because this is the probably the third
 10 time now that we've had conversations about
 11 lighting and how it would benefit the
 12 community, everything from holiday lights.
 13 We're not necessarily able to maximize
 14 what we're going to do with holiday lights
 15 because we don't have lighting, or we want to
 16 put in a security camera, well, we don't have
 17 electric running. So, you know, the more and
 18 more I hear about the benefits of getting
 19 electric, it seems that it would justify that
 20 effort.
 21 One of the other things, too -- we have
 22 a pretty big community. One of the questions
 23 I had in our workshop last night was, is this
 24 something that you would foresee that we could
 25 do, perhaps, in a phased approach?

1 MR. STRALOW: Well, certainly. I think
 2 an example of components that you have, sign
 3 panel maintenance was an item I spoke with
 4 Sonny and Doug about, and what successes
 5 you've had and, you know, challenges to that.
 6 And there's different materials and different
 7 sizes, and it appears to paint on regular and
 8 some don't.
 9 That is probably something over a period
 10 of a longer -- longer horizon that you would
 11 like to consider budgeting for, replacement of
 12 panels, so that you can upgrade them, because
 13 they do have a life, and paint is not the same
 14 as some of the new product that is out, but
 15 that is, you know, part of your enhancement,
 16 and probably would need to be phased over a
 17 period of time.
 18 I think you would be successful in
 19 sequencing entries and landscaper -- landscape
 20 nurseries could respond to that in a way -- I
 21 don't know how you were going to be proposing
 22 to package some of those, whether it was going
 23 to be a complete or individualized.
 24 MR. MAYS: Yeah, we're still trying to
 25 figure out the best way to do it. I'm

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1 thinking one section at a time, so a little
2 bit at a time.
3 MS. GRIFFITH: I want to mention that
4 there are some low-hanging fruit here, some
5 things that we could probably take care of
6 easily.
7 I know that Doug and I had a
8 conversation about, you know, my sentiments on
9 mulch. I think we've overmulched the
10 community. And I don't -- you know, it's just
11 the mulch beds seem to grow. And so if there
12 is a way to kind of design it that we don't
13 need to rely on mulch so much, because there's
14 maybe a more compact or --
15 MR. STRALOW: Yeah, I think that the
16 understory trees specifically in your medians,
17 you've moved to a relatively clean palate
18 under a canopy.
19 If I was going to make a recommendation
20 to you, I would suggest those native-type
21 materials to go in so that you can, you know,
22 ensure that you're going to have something
23 that is going to survive relatively on its own
24 with a maximum shape so that you don't have to
25 have expensive maintenance of pruning and

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1 controlling that.
2 But, as I mentioned in these exhibits,
3 part of your parkway feel is a canopy with
4 open grass and views, and that's a beautiful
5 element to your drive.
6 And so having, some of those --
7 maintaining those views and not overplanting
8 those areas is equally important.
9 MS. GRIFFITH: And thank you very much
10 for this.
11 MR. MENDENHALL: Yes. Mr. Chair.
12 CHAIRMAN MILLS: What's your
13 recommendation as far as next steps and
14 timing? Obviously there is a budget cycle
15 coming up in a few months.
16 MR. STRALOW: Right. And I think that
17 that's what the goal was, is for me to provide
18 this -- these observations with some quota
19 simulizations about how to organize them,
20 enhance those elements that are there, the
21 architectural elements.
22 I think what staff was anticipating on
23 doing is coming forward with a set of
24 specifications, and using these as guidance so
25 that they can evaluate the proposals as they

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1 come in and compare it against a design
2 guidance, and say, "This is really what we
3 want to do," and, you know, you have
4 flexibility of the materials, but it will come
5 down to what the nursery can do with the
6 budget provided.
7 CHAIRMAN MILLS: Okay.
8 MR. STRALOW: So I would recommend that
9 you move forward with these, and then if the
10 panels are part of the ongoing and longer term
11 discussion, that that would come back to you
12 in some form, you know, for future budgeting
13 so that you might be able to establish a line
14 item for that.
15 I do think that there is additional
16 investigation that would be needed for the
17 electric, and you may choose to prioritize
18 locations or you may choose to evaluate every
19 entry, and, you know, that really comes down
20 to talking probably with Tonja with myself and
21 a TECO rep to really give you some better
22 per-linear-foot-type costs.
23 CHAIRMAN MILLS: It's a great start, so
24 I appreciate it as well.
25 MR. MENDENHALL: Okay. Anything else

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1 for Neale?
2 (No response.)
3 MR. MENDENHALL: Thank you very much.
4 MR. STRALOW: Thank you so much. I
5 appreciate it.
6 MR. MENDENHALL: All right. That moves
7 us to the manager's report. I had just a
8 couple items.
9 The first item is regarding requesting
10 OLM to draft a proposed landscaping
11 specifications and contract for bidding. So
12 that's something definitely if the board wants
13 us to move forward with we certainly can do.
14 You might remember we did this -- the
15 last time it was 2014, and I think that the
16 cost that OLM charged for that type of service
17 was \$3,000, but I think we negotiated it down
18 a little bit from that to like 2500.
19 So if the board is interested in doing
20 that, I can certainly go to OLM, obviously get
21 a proposal. If you wanted it to speed up that
22 process, we can have a not-to-exceed amount.
23 That way, we can have them actually start
24 working on it. But I don't know where the
25 board is at with this, so I'll defer towards

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1 you guys.
2 CHAIRMAN MILLS: Okay.
3 MR. MENDENHALL: Yes, sir.
4 MR. ROSS. Thanks. Just the response to
5 the issue, I've got to first make a general
6 observation. I'm not sure where to point the
7 finger, but you guys and gals are aware that I
8 felt now for some time that the maintenance
9 standards of our landscaping has been below
10 the mark.
11 And I don't know if that's because our
12 maintenance standards have just eroded with
13 the passage of time. I don't know if we set
14 them too low with our last spec package.
15 I don't know if our inspection process
16 that OLM is supposed to be performing is
17 falling short of the mark. I just know that
18 in my view we are short, and there's two
19 specific areas that I continue to point to.
20 It's the weeds in the median plant beds
21 when you're driving your vehicle and you're in
22 the turn lane and you see the weeds coming up
23 through the top of the plant bush, you know,
24 we've somehow missed something.
25 And the second one is the hedges in our

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1 parks and along Linebaugh and Countryway. The
2 hedges, again, just through the passage of
3 time, have begun to erode, kids go in them and
4 damage them, whatever it may be. But I say it
5 in the context of, wasn't part of our deal
6 with OLM in their inspection process that they
7 would cite our landscape contractor and there
8 would be a curing of the situation?
9 It seems to me that's not happening. I
10 took seriously the remarks that Doug made at
11 the workshop yesterday in which he feels
12 strongly that there is a benefit to having a
13 third sets of eyes looking at it, that
14 everyone misses something, and that's common
15 sense to me.
16 So my own approach would be, to have OLM
17 draft our landscaping specs, but to exclude
18 the OLM trademark terms and practices, so that
19 it truly specs for the standards that we
20 expect in our community with regard to
21 landscaping, and we don't incorporate in that
22 what OLM should or should not be doing with
23 regard to their -- what they call it -- their
24 payment performance program, and let's take
25 that out.

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1 And then if we're getting benefit for
2 OLM continuing to do their inspection,
3 fabulous, but if they're not, then we can
4 elect to discontinue that practice.
5 As we go through it, I have some
6 specific requests that I would want to happen
7 if we didn't ask ORM to re-draft our
8 landscaping specs, but I think we probably all
9 have our own individual ideas, and we can just
10 submit that outside of the meeting, if you
11 will. But, in general, I think it's important
12 that we provide our board the flexibility to
13 eliminate that payment performance option.
14 MR. MENDENHALL: Mr. Chesney.
15 MR. CHESNEY: May I ask, what do you
16 think the benefit of eliminating the payment
17 performance bonus is when -- I mean, there
18 have been times in the past where we've waived
19 it. So, I mean, we've always had flexibility
20 in working with the contractor.
21 Are you concerned that they haven't
22 failed our current --
23 MR. ROSS: I'm concerned that OLM is not
24 doing the job, and I don't -- I'm not out
25 there with them. I don't know --

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1 MR. CHESNEY: Well, how do you think,
2 though, the payment performance contract locks
3 us in to OLM?
4 MR. MENDENHALL: Erin.
5 MS. McCORMICK: I mean, I can answer
6 that. I think that they have asserted that
7 using that contract with the payment and
8 performance is exclusive to them, so they
9 don't want to use that agreement if they're
10 not going to be continuing our arrangement
11 with them.
12 But that being said, I mean, there's two
13 different things here. There's that, and then
14 there's the agreement itself. And we
15 certainly can do a different landscaping
16 maintenance agreement that wouldn't
17 necessarily be using OLM standard contract
18 that's formed the basis -- and then on the
19 specs, we could approach them and ask them to,
20 you know, work with us on the specs for the
21 new contracting process that you're going to
22 go through if they are not willing to do it if
23 we're not going to be continuing with their
24 services, then we can use another company to
25 help us develop the specifications.

1 MR. CHESNEY: Well, as I brought up in
2 our workshop yesterday, we interviewed in the
3 past other people to develop the specs, and we
4 always come back to OLM, I mean, because their
5 level of professionalism comes to that part of
6 it has been strong.

7 So, I mean, I'm not defending OLM,
8 because, I agree, at times it seems like it's
9 arbitrary at times, it seems. So I would be
10 in favor of having them -- I would be in favor
11 of that approach, I think.

12 So you're suggesting that we still take
13 that they develop the specs with some of the
14 input. Like I know Doug had some input
15 yesterday at the workshop about removing
16 certain pieces, and then we potentially
17 rewrite the contract.

18 MR. ROSS: If I can just respond -- I
19 know you had your hand up -- but I want to be
20 clear, that's exactly what I'm suggesting.
21 Let's just use them for one specific function,
22 to assist us in crafting whatever the
23 specifications are and not commit ourselves to
24 doing the monthly inspection.

25 Now, I believe in the business reality,

1 I have seen our community look less than
2 desirable, I have received the complaints from
3 our residents, and at that very same time, I
4 see OLM give them a pass, and month after
5 month after month, they pass them.

6 And what I'm hearing is that they
7 essentially have somehow managed to get their
8 teeth into this community. I'm surprised to
9 hear that we're not entertaining talking to
10 other -- I understand that maybe in the past
11 we have -- OLM came on top because they're the
12 most professional, but that professionalism
13 has not translated into a better-looking
14 community.

15 So what I would say is, I would want to
16 take this opportunity to entertain another
17 provider to help us both with the landscape
18 specs, because, frankly, we could benefit from
19 a fresh set of eyes, not just a third set of
20 eyes, but a fresh set of eyes.

21 And then as far as how we want to do the
22 monthly scorecards, you know, honestly, I
23 would rely on Doug and his feedback there. I
24 know that, you know, he finds that of value.
25 I also do very much trust Doug and his sets of

1 as soon as we communicate that to them,
2 they're going to up their game. And I would
3 think they're probably going to come back with
4 some push-back, and that's okay. It's okay
5 for us to push our vendors to perform at a
6 higher level.

7 So I don't want you to think I'm locked
8 into one outcome or the other. I just feel as
9 we are right now, we have a contract with them
10 in which we're paying them money, and we're
11 not getting the bang for the buck.

12 MR. CHESNEY: Because, I mean, I am a fan
13 of the monthly view, that third set of eyes.

14 MR. ROSS: I know you are.

15 MR. CHESNEY: So I guess I'm open to
16 reworking the penalty provision within reason.
17 I mean, I think that has some heat to it.
18 I've seen it, I mean.

19 MR. MENDENHALL: Barbara, you had a --

20 MS. GRIFFITH: Yeah. Absolutely. I
21 have to say, I have done the ride-along with
22 OLM. I have seen them -- they do a scorecard
23 every month. Right? They come through the
24 community with our landscape maintenance
25 company, and they do a scorecard.

1 eyes.

2 So I just want to throw that out there.
3 I'm just -- my experience with OLM has been
4 one that I feel it warrants talking to another
5 company.

6 MR. MENDENHALL: Okay. Matt.

7 MR. LEWIS: I agree with what Mr. Ross
8 is saying, and it sounds like maybe the rest
9 of the board, but forgive me for not
10 remembering what -- but why can't we take it
11 where if we are not going to -- if we are
12 going to use OLM as a third set of eyes or
13 whoever it may end up being -- is it only them
14 that can provide that scorecard?

15 I mean, why can't the board or Doug or
16 the rest of our staff provide some sort of
17 override so that --

18 MR. MENDENHALL: So the way that, at
19 least, it exists with your current contractor,
20 they are the only ones that have that, you
21 know, trademark performance payment. So, at
22 least, under your existing contract, it
23 prevents you from saying, "Hey, Doug can fill
24 in and do this as well as OLM."

25 And whether something else can be

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1 drafted or whether there is another company
2 that does something similar, certainly an
3 opportunity, but you'd have to -- you
4 basically just have to get another contract,
5 which, you know, as part of your overall due
6 process is something you could certainly look
7 into it.
8 There's not many companies that do
9 something similar, but, then again, you could
10 decide, that, "Okay, well, we don't want that.
11 Maybe, you know, Doug just kind of keeps track
12 of, you know, where they are as far as
13 score-wise, so to speak."
14 You know, now, the other thing is, as
15 far as companies, if we go into the payment
16 portion, other companies signing onto that
17 outside of OLM, so, as an example, if you went
18 to companies and said, "Hey, we're going to
19 score this. We're going to have our staff
20 core it, and we're -- you know, if you do
21 well, you'll get that extra payment."
22 I haven't seen it done in any other
23 districts. That's not to say that it can't
24 be, but you might find some companies would be
25 reluctant to bid because of that type of set

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1 up, only because, with OLM, at least, good or
2 bad, they kind of know what they're getting
3 into, whereas if you throw, you know, a wild
4 card in there, we're going to score it
5 ourselves or something like that, it might
6 make some companies hesitant, especially
7 obviously with the scope of your landscape
8 contract, you know.
9 When folks bid on these OLM-type
10 contracts, they -- you know, what they should
11 be doing is they should be bidding a little
12 bit higher to make sure that they're covered
13 in case they do get a failure.
14 Usually they don't. They go right to
15 the line. And so when they get a failure,
16 their margins go down to very little or
17 nothing, which is, at least in my experience,
18 is kind of the problem with some of the OLM
19 stuff, not necessarily OLM's fault, but the
20 way they are bid, it makes it difficult.
21 Yes, sir.
22 MR. CHESNEY: I concur. And I think
23 part of that might be that, in the past, we
24 have given very general direction to OLM in
25 drafting the specs.

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1 We have left it up to them, so what that
2 brings back is, maybe a lower-cost product.
3 You know, in the mind of our contractor, you
4 know, they -- one on the examples Doug had
5 used in our workshop is that during the winter
6 they cut back the number of people, because we
7 don't specify the number of people that they
8 should have on property.
9 We don't -- I mean, we specify very
10 specific things, like the level of mulch, you
11 know, the grass, that type of thing, but we --
12 maybe part of the issue is that we -- you
13 know, we're not more specific in the actual
14 manpower and not scope of services, but the
15 direction of the services, so --
16 MS. GRIFFITH: So if I can, Mr. Chesney,
17 ask you, as I look at the results from the
18 report card -- scorecard and I see the same
19 feedback being given to our vendor time and
20 time again with no actual improvement --
21 MR. CHESNEY: Yes.
22 MS. GRIFFITH: -- and I see that
23 despite, again, negative resident feedback, my
24 own negative feedback, we continue to pass, I
25 would ask, where do you see is the benefit of

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1 the scorecard, if it's not translating into
2 improved performance?
3 MR. CHESNEY: Well, I have a little
4 broader perspective on performance. I agree
5 with you. I think Mr. Mills brought it up
6 yesterday in the workshop, is that it's
7 aggravating to see someone fail at the same
8 line items and still pass overall.
9 So they let one thing go continuously
10 and still not enough points to cause them to
11 fail. That is an aggravating situation. And
12 I guess my -- my thought, I don't have a real
13 strong opinion on this, but my thought is, is
14 that, perhaps, maybe that somehow be crafted
15 within the contract.
16 To say, well, you can't fail the same
17 thing three months in a row and still pass,
18 you know, I mean, those kind of things,
19 modification of the contract -- I mean, the
20 other solution is, we can go back to how we
21 did it before.
22 And, Andy, I don't know -- does your
23 firm still offer those services? Does Brian
24 still -- is he still with you guys?
25 MR. MENDENHALL: Brian is not, well, not

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1 with our firm. However, I can look into that
 2 to see if we have anyone on staff, but, as
 3 well, there are a number of landscaping
 4 consultants that -- you know, throughout the
 5 industry.
 6 You could find somebody that would
 7 develop this spec for you, and really the
 8 drivers are going to be your staff here,
 9 because, obviously, number one, we have the
 10 template you've been working with over the
 11 years. So really what we're doing and what
 12 OLM would be doing is tweaking that for those
 13 little things that might make it better.
 14 For example, specifying how many staff
 15 members we have here at different times of the
 16 year, rather than just saying we need this
 17 many cuts, you know, that sort of thing, so --
 18 MR. CHESNEY: I mean, I don't disagree
 19 with you. Our experience has been the more
 20 you add to it, the higher the potential costs.
 21 So it's a difficult trade-off. We can
 22 probably get better. It's just we have to go
 23 into it with our eyes open, that there is a,
 24 you know, potential cost increase by changing
 25 the strategy that we currently have, so --

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1 CHAIRMAN MILLS: Do we have the
 2 flexibility to change the penalty? 25 percent
 3 is a big number. Right?
 4 MR. MENDENHALL: I can tell you, at
 5 least in my experience, I have a district
 6 that I was chair for a number of years, and we
 7 didn't change the penalty, but we found that
 8 it was unsuccessful in getting our
 9 particular landscaper in line.
 10 There were some -- some of the issues I
 11 talked about, the pricing -- or the amount
 12 that they were bringing in and making made it
 13 difficult. So what we wound up doing -- and
 14 this is kind of like changing the penalty --
 15 we took away the performance, the penalty, the
 16 performance payment, so that there was still
 17 the review.
 18 And we looked at it as more as of kind
 19 of OLM giving advisement to the landscaper, as
 20 well as giving advisement to the board, and
 21 not looking at it as more of a, you know,
 22 stick method. And it worked with pretty
 23 good success.
 24 CHAIRMAN MILLS: Well, what I'm thinking
 25 about is maybe a step-up process. Right?

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1 MR. MENDENHALL: Yeah. Absolutely.
 2 CHAIRMAN MILLS: If they score -- what
 3 is it now? -- 87. Right? I think. Is that
 4 right?
 5 MR. MAYS: Yes.
 6 CHAIRMAN MILLS: If they score below 87,
 7 they lose 25 percent.
 8 MR. MENDENHALL: Right.
 9 CHAIRMAN MILLS: So maybe 87 to -- I
 10 don't know what the numbers would be, but --
 11 MR. MENDENHALL: Right.
 12 CHAIRMAN MILLS: -- 87 to 90 is one
 13 bucket. If they score 90 to 92, it's a lesser
 14 -- you know, something like that.
 15 MR. MENDENHALL: And my only reason for
 16 giving my example was to just give you the
 17 example that, yeah, there probably is some
 18 flexibility that has been done at times,
 19 because, you know, we did it as well.
 20 You know, I've had different boards
 21 where there have been failures, and they've
 22 come in and appealed to the board, and in
 23 certain cases, because of -- you know, even
 24 just using your example -- maybe it's a first
 25 time where the score is this, and the board

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1 will say, "Well, we're not going to withhold
 2 the whole amount. We're going to withhold a
 3 certain percentage," much like what you're
 4 saying.
 5 So you might have that opportunity
 6 already because ultimately you guys are the
 7 decision makers, so if they fail, certainly
 8 you have the ability to withhold the whole
 9 amount, but at the same time, you know, you
 10 certainly can have the landscaper come and
 11 talk to you, and you can say, "Well, yeah, you
 12 know, you just barely failed, so we want
 13 things to get fixed, so we're only going to
 14 withhold, you know, a smaller amount.
 15 CHAIRMAN MILLS: Yeah. I would support
 16 a three-month hit of some kind. Right? If
 17 they fail one line item three times in a row,
 18 maybe that's a ten percent hit.
 19 MR. MENDENHALL: Sure.
 20 CHAIRMAN MILLS: I don't know.
 21 MR. MENDENHALL: You could figure out
 22 something that works best, yeah. I mean,
 23 whatever gets you results really.
 24 Mr. Ross. I'm sorry.
 25 MR. ROSS: The reason I presented the

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1 issue the way I did is, my advocacy is, let's
 2 separate the establishment of our
 3 specifications from the inspection process.
 4 I think we shouldn't allow one to muddy
 5 the other, if you will. The inspection
 6 process, and the reason why it's challenging
 7 is, it's not as clear. Is it an OLM
 8 inspection issue, or is it a Davey performance
 9 issue?
 10 And so they are kind of joined at the
 11 hip, to some degree, under this inspection
 12 payment performance system. I'm advocating
 13 take out that issue. It should have nothing
 14 to do what are our specifications.
 15 And, frankly, I think, for the most part
 16 when people drive through Westchase, they say
 17 the community looks nice. I even hear
 18 sometimes it looks beautiful. So I don't
 19 think OLM has missed the mark substantially on
 20 setting the specs.
 21 I would be receptive if we need a fresh
 22 set of eyes, my own opinion would be, go with
 23 Neale. That would be my suggestion. But I
 24 think we need to separate the two. And then
 25 if we want to continue on or modify the OLM

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1 inspection payment performance system, we can
 2 talk about it.
 3 If we want to drop it and have another
 4 inspector, we can do that. That's really
 5 where I was coming from is separate the two
 6 and really set the ground without muddying the
 7 two functions, if you will.
 8 CHAIRMAN MILLS: So the last time we
 9 went through this was before my time. But am
 10 I correct in understanding that OLM will do
 11 the contract specs if they are also the
 12 inspector?
 13 MR. MENDENHALL: We haven't gone to them
 14 with that specific question. The last time it
 15 was a given, at least at the time, that they
 16 would be doing both, so we haven't approached
 17 them with that question.
 18 CHAIRMAN MILLS: Okay.
 19 MR. CHESNEY: They might say no.
 20 CHAIRMAN MILLS: Which creates a whole
 21 different set of challenges, but still ones
 22 that need to be addressed.
 23 MR. ROSS: And I would actually
 24 respectfully say they're solvable challenges.
 25 If a vendor says they're unhappy with us

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1 because we didn't elect to renew or engage in a
 2 new contract for them to performance an
 3 inspection service, I feel like we would be
 4 able to find a capable substitute for that.
 5 I am not saying there would be
 6 challenges in doing that, but I almost feel
 7 like we'd be held hostage, and that almost
 8 makes -- re-doubles my concern.
 9 How did we get into this box where
 10 they're tying the two issues together?
 11 CHAIRMAN MILLS: Yeah. Well, that's --
 12 MR. ROSS: They use the spec process
 13 (inaudible) on the inspection part.
 14 CHAIRMAN MILLS: Would it be appropriate
 15 to have OLM invited to our next workshop to
 16 start this conversation?
 17 MR. MENDENHALL: I think that would be a
 18 great idea and --
 19 CHAIRMAN MILLS: See where we go from
 20 there and determine what, if anything, that we
 21 have to do next.
 22 MR. CHESNEY: What time window, though?
 23 So, I mean, I would suggest that potentially
 24 we invite other vendors if there's a thought
 25 that we might utilize another vendor.

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1 CHAIRMAN MILLS: Okay. What do you
 2 recommend?
 3 MR. CHESNEY: Well, I mean, it's been a
 4 while since we've done this, so I don't know.
 5 Do you have any CDDs that use -- I know some
 6 do it themselves.
 7 MR. MENDENHALL: Yeah. I mean, so a
 8 landscaping consultant or architect, you might
 9 have -- somebody suggested Neale -- if you're
 10 looking for somebody that does something like
 11 OLM does with the grading, there is really
 12 only two firms that I'm aware of.
 13 There is one called PSA, and there's one
 14 called -- I'm drawing a blank. I can, of
 15 course, send you details on them. It is
 16 slightly different than obviously what OLM
 17 does. Each of them have their own thing.
 18 MR. ROSS: To be clear, I'm not looking
 19 for an alternative inspector. I'm suggesting
 20 -- that's a conversation for another day.
 21 MR. MENDENHALL: Okay. Sure.
 22 MR. ROSS: I'm saying, let's focus
 23 on --
 24 MR. MENDENHALL: Just on the specs?
 25 MR. ROSS: -- we need somebody to give

1 us the specs that we is clean, it's not any
 2 other legal concept, and we set that up.
 3 MR. MENDENHALL: Sure. Yeah. I mean,
 4 it really comes down to, do you want two
 5 people, three people? And I can get you names
 6 of folks that have been used in other
 7 districts and --
 8 MR. CHESNEY: We have a set of specs. I
 9 mean, we're talking about modifying the set of
 10 specs. I don't know that Neale would be an
 11 appropriate person to do that. He knows the
 12 property well.
 13 MR. MENDENHALL: I think Neale would be
 14 a great choice, to be honest with you.
 15 MS. GRIFFITH: I would agree with that.
 16 MR. CHESNEY: Okay. So --
 17 CHAIRMAN MILLS: Should we work on this
 18 at the next workshop and/or with Neale or
 19 amongst ourselves and present it? What do you
 20 think? Time line-wise --
 21 MR. CHESNEY: I don't know -- I think
 22 you need to have a consultant in place
 23 realistically October, so September -- I mean,
 24 by, would you say, April?
 25 MR. MENDENHALL: Yeah. Yeah,

1 realistically.
 2 MR. CHESNEY: You should have who you're
 3 going to utilize to do work on the bid
 4 process.
 5 MR. MENDENHALL: And that's -- that's --
 6 MR. CHESNEY: You only have two months,
 7 really. So I would kind of do both. I would
 8 have us, like, I think as Brian suggested at
 9 the workshop, that we send out our thoughts on
 10 the specifications -- I know Doug has some --
 11 provide the document to Neale, and then have
 12 him bring it back to the workshop.
 13 And I also suggest that -- I say we talk
 14 to these, PSA and some of these other firms,
 15 and just have a conversation with them and
 16 see --
 17 MS. GRIFFITH: I agree.
 18 MR. LEWIS: I like that idea.
 19 MR. ROSS: I have no objection to doing
 20 that. No objection.
 21 MR. MENDENHALL: So just so I'm clear,
 22 we are going to have Neale take a look at the
 23 specs and --
 24 CHAIRMAN MILLS: Join us at the workshop.
 25 MR. MENDENHALL: -- join us at -- join

1 you at the workshop. Okay. And I'll also get
 2 you some names of the other folks.
 3 Do you want any of them to attend the
 4 workshop, or do you just want their info at
 5 this point?
 6 MR. CHESNEY: No. I think it's our
 7 suggestion that they attend the workshop. Why
 8 not?
 9 MR. MENDENHALL: Okay.
 10 MS. GRIFFITH: And we'll provide you our
 11 feedback, our input, I should say.
 12 MR. MENDENHALL: Do you want one or two
 13 others, Neale? What do you think?
 14 MR. CHESNEY: Well, Neale is really kind
 15 of our consultant. Neale is not going to
 16 monitor our landscaping throughout.
 17 MR. MENDENHALL: Correct.
 18 MR. CHESNEY: So, I mean, yeah, as many
 19 others that would be interested in providing
 20 ongoing consulting services.
 21 MR. MENDENHALL: I'm happy to get the
 22 others I said in the industry. And do you
 23 also want OLM to attend that workshop?
 24 MR. CHESNEY: Why not?
 25 MR. MENDENHALL: Okay.

1 MR. CHESNEY: I mean, there is obviously
 2 some dissatisfaction with OLM, so, I mean --
 3 MR. MENDENHALL: Well I'll get you that
 4 information. I'll round them up as well. And
 5 we'll put it on the agenda for your next
 6 workshop. Okay. Easy enough.
 7 Anything else on that particular topic?
 8 (No response.)
 9 MR. MENDENHALL: All right. The next
 10 one is much easier, Item B, request for
 11 district chairman to resume chairing the board
 12 meeting.
 13 So this was a request. And I'm fine
 14 with whatever the board is happy with. So
 15 I'll look to you for -- yes, sir.
 16 MR. ROSS: So move.
 17 MR. CHESNEY: Second.
 18 CHAIRMAN MILLS: All right. Any
 19 discussion?
 20 (No response.)
 21 MR. MENDENHALL: All in favor.
 22 (All board members signify in the
 23 affirmative.)
 24 (Motion passes.)
 25 CHAIRMAN MILLS: Okay. You can go ahead

1 and chair.
 2 CHAIRMAN MILLS: Great. Good timing as
 3 we segue into our time certain.
 4 MR. CHESNEY: Yeah, I have one question
 5 for the manager, though.
 6 CHAIRMAN MILLS: Okay.
 7 MR. CHESNEY: Sonny and I discussed the
 8 West Park Village signs. If you could set up
 9 a call between me, you and Alan.
 10 MR. MENDENHALL: Okay.
 11 MR. CHESNEY: I'll send you an agenda.
 12 MR. MENDENHALL: Yes.
 13 MR. CHESNEY: Or did you already figure
 14 it out?
 15 MS. WHYTE: I've got some numbers. I've
 16 requested our accountant to give me the final
 17 numbers. I have not seen an email from her.
 18 If I don't -- the first thing in the morning
 19 I'll give her a call.
 20 MR. CHESNEY: Why don't you just put on
 21 your agenda that between now and the next
 22 meeting that we work on the signs for West
 23 Park Village?
 24 MR. MENDENHALL: Okay.
 25 MS. WHYTE: Thank you.

1 MR. MENDENHALL: No problem.
 2 CHAIRMAN MILLS: That's fine. Okay. So
 3 5:00 hour is upon us, and so it's time for us
 4 to move into the discussion of the golf
 5 course. And before the board gets into what is
 6 a fairly lengthy agenda item that has been
 7 provided for us to review, at this point, it
 8 would be appropriate for us to ask the
 9 residents that have signed in to speak on this.
 10 If there is anyone that has come in late and
 11 did not sign in and wishes to speak, please let
 12 us know. If not, we'll proceed through.
 13 Again, three minutes. Andy, you going
 14 to be the timekeeper?
 15 MR. MENDENHALL: I'll time-keep.
 16 CHAIRMAN MILLS: Again, if you would,
 17 come to the podium when your name is called,
 18 state your name and address clearly for our
 19 court reporter, and we will proceed
 20 accordingly.
 21 First up is Reginald Gillis.
 22 MR. GILLIS: I go by Reggie Gillis. I
 23 live at 11806 Marblehead drive, Harbor Links
 24 in The Estates.
 25 I'm a frequent user of the golf course.

1 I've had corporate memberships, private
 2 memberships. Currently I'm an unlimited
 3 member. I do not live on the golf course. I
 4 think in the discussion about whether we
 5 should or shouldn't own it is almost
 6 irrelevant to me.
 7 The golf course is an amenity to the
 8 community. It probably far exceeds the
 9 interest of whether you live on it or not, in
 10 my opinion; but when you talk about the course
 11 going away or something along those lines,
 12 maybe that would change.
 13 I also wrote a pretty lengthy discussion
 14 about some of the things associated with a
 15 potential sale in the WOW. I had a lot of
 16 residents come up to me and send me notes
 17 since then.
 18 Based on a lot research about the
 19 purchase of this golf course and any others,
 20 look at it as a business interest beyond just
 21 personal. One of the general questions was,
 22 you know, is it a good idea or not?
 23 And my answer was, kind of depends on
 24 the details. There was a lot focused on the
 25 value because of the discussion with the owner

1 previously.
 2 My opinion has changed over time. I
 3 think if there is any one entity that the
 4 value has less concern is that that would be
 5 if the community were to own it. Particularly
 6 over time.
 7 My biggest recommendation to the board,
 8 whether it be a private or a public course, is
 9 that usually you have some type of advisory
 10 board to have some type of say as far as the
 11 community, whether it's to be a collective
 12 board or not.
 13 Certainly, if were purchased, it could
 14 possibly serve as a buffer and advisory to the
 15 board itself and not have it in the daily
 16 management of the golf course. But I think
 17 even more so, in the process of the sale.
 18 As you go through your due diligence in
 19 looking at it, there are a lot of things that
 20 do not show up on spreadsheets about why
 21 things may have been -- they're not --
 22 condition of the golf course, management, et
 23 cetera. And there are many residents that
 24 have spent a lot of time and effort, and, you
 25 know, I'm not unique in spending thousands of

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1 dollars a year.
2 But having a history of it, I personally
3 have been playing there for about 15 years,
4 and I've been a resident about nine years. So
5 subject to that, those are my general
6 comments.
7 But my bigger concern is that there be
8 some type of buffer, some type of advisory
9 from the community to ensure that there be
10 some type of long-term look. The sale --
11 MR. MENDENHALL: About 20 seconds.
12 MR. GILLIS: -- the sale, for example,
13 may be just looking at the initial cost, but
14 there may be a lot of things to look at; for
15 example, the clubhouse and what you may or may
16 not want to do with it long term.
17 CHAIRMAN MILLS: Thank you, sir.
18 Doug, can we move the podium over here,
19 so we angle it, so people can hear better in
20 the back?
21 MR. MAYS: Yes.
22 CHAIRMAN MILLS: Dave Anderson. If you
23 can speak up.
24 MR. ANDERSON: Dave Anderson, 12111
25 Glenclyff Circle. I was active in the

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1 organization. Before an HOA was formed, we
2 made an attempt to buy the golf course once
3 they were releasing everything to you guys and
4 were going to sell the golf course. They told
5 us they would not entertain an offer from the
6 residents.
7 We said, "No matter how high it is?"
8 And they said, "No, we will not" -- and
9 so we sort of anticipated this problem. So
10 here we are, that many years later. This was
11 done in 1998. You may remember that.
12 I would just point out that if this golf
13 course goes down the tubes or continues going
14 down the tubes, it's going to impact our homes
15 a lot. If it goes away, we're all going to be
16 out 15 to 25 percent of our home value.
17 They said the course is losing tens of
18 thousands of dollars a year now. Let's take
19 one of the worst-case scenarios. Let's say
20 it's losing \$100,000 a year.
21 The math says that we can meet that by
22 92 cents per home per week. Now, I'm a really
23 wealthy guy, so I've got the 92 cents. We
24 could find another hundred thousand to improve
25 the course and start moving it back to where

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1 it was 15 years ago for another 92 cents a
2 week. That's 1.84. I'm too old and frail and
3 dumb to play golf anymore. Kind of quit about
4 three years ago for health problems.
5 But I think having a golf course here is
6 part of what makes Westchase Westchase. I
7 think it's really important.
8 I would add one more thing. If we do
9 have to subsidize the course for something, I
10 think it would be fair that people with homes
11 on the course, that includes me, to pay a
12 little bit more. Maybe instead of two bucks a
13 week, we each chip in, you know, five bucks a
14 week for the golf course or something like
15 that.
16 I think it can be done. Thank you.
17 CHAIRMAN MILLS: Thank you, sir.
18 Suzanne Buchanan.
19 MS. BUCHANAN: Hi. I was under the
20 impression that it was going to be -- I put my
21 name down in case I had questions. So at this
22 point, I don't have any questions, so I will
23 bow out for the time being, if that's okay.
24 CHAIRMAN MILLS: That's fine. 10429
25 Greenhedges.

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1 THE REPORTER: Thank you.
2 CHAIRMAN MILLS: Ross Johnson.
3 (No response.)
4 CHAIRMAN MILLS: No. Thank you. How
5 about Scott Heydt. I hope I didn't do too
6 bad on that.
7 MR. HEYDT: I'll be quick too because
8 I want to hear some of the other comments.
9 I'm Scott Heydt, 12013 Marblehead Drive.
10 I'm not on the golf course, but on this
11 street. I agree with the comments that
12 concern about property value.
13 One thing that should be considered --
14 I'm actually for very much the course
15 remaining. I'm hoping we do -- whatever group
16 takes ownership, whether it's this group,
17 Westchase community or privately, that
18 everything is re-assessed about the property
19 overall, is it being used wisely, because
20 perhaps there could be a well-maintained golf
21 course and maybe also some additional benefits
22 that are for the greater of the community.
23 I don't want to be too political because
24 we live in Harbor Links where it might be
25 about us, I want to see that there's definitely

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1 benefits to others, but the golf course, it
2 going away, would definitely harm long-term
3 values to our houses, so thank you.
4 CHAIRMAN MILLS: Thank you, sir.
5 Ray Chiaramonte. You still live here?
6 (Laughter)
7 MR. CHIARAMONTE: 10313 Marchmont Court
8 in Village Green. I have never played golf
9 since I was in sixth grade, so I don't really
10 care about golf, but I care about the ownership
11 of the golf course.
12 And I think if there is any chance you
13 can get control of that, you should absolutely
14 exercise it. From a public regulator's
15 perspective, I watched what happened with
16 Carrollwood Village a number of years ago.
17 That came out okay.
18 What is going on now with Walden Lake in
19 Plant City is a disaster. The building is
20 falling apart. The golf course is totally
21 unmaintained. It's caused problems with
22 people selling their homes. The developer
23 tries over and over again to change the land
24 lease on it to build apartments on it or
25 whatever, looking for the right mix so he can

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1 get the elected officials for free.
2 So, to me, this is about the community
3 controlling its destiny. And I really do
4 think that any way and I think if anybody has
5 any sense they would be willing to pay more to
6 support this to make it a high-quality amenity
7 for the benefit for the overall community.
8 CHAIRMAN MILLS: Thank you, sir.
9 Is there anyone that did not sign up
10 that would like to address the board on this
11 issue?
12 Mr. O'Brien, come on up. Please state
13 your name and address for the record.
14 MR. O'BRIEN: My name is Patrick
15 O'Brien, and my address is 12308 Glenciff
16 Avenue. And, I guess, I have three points
17 really.
18 One is that if -- I believe that, you
19 know, we should try and acquire ownership of
20 the golf course to manage it, but I think that
21 the process that we use is important.
22 And one question I have for the CDD
23 board is that if, say, you get into a big
24 process, whether it's with three different
25 golf management companies that you're looking

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1 for a quote to run the golf course, we don't
2 run the golf course -- right? The board
3 wouldn't run the golf course. Right?
4 CHAIRMAN MILLS: Correct.
5 MR. O'BRIEN: So do you have to take the
6 lowest price if there is a bid process?
7 MR. CHESNEY: Not for those -- I would
8 consider that professional services -- would
9 you concur? -- golf course management.
10 MS. McCORMICK: Yes. Yes, it would not
11 be --
12 MR. O'BRIEN: I think it's extremely
13 important that there is, you know, the best --
14 the most qualified candidate you get, not
15 necessarily -- because you could leave, you
16 know, the best person or the best group to
17 manage it on the sideline and not hire them,
18 and I would not like to see that happen.
19 So I think that the drafting of a
20 request for proposal to each of the vendors,
21 whoever is -- I also feel strongly that if you
22 can do it, it's much better to have management
23 -- directly set up the thing and get
24 management team in place and let it be run by
25 that management team and don't be involving,

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1 you know, another golf course management
2 company, because they're going to make profit,
3 and we lose that profit in Westchase.
4 So the question then would be to hire a
5 good general manager or a good pro, a good
6 person running the operation of the catering
7 and all of that, so that's one point.
8 The second point is quality, and I
9 mentioned this a little bit. I was talking at
10 a meeting yesterday evening as well, and I'm
11 just saying it because there is community
12 here, but I think the quality of the golf
13 course has improved a lot the recent months,
14 but it needs to be improved a lot more.
15 And the problem with making money with
16 the golf course, which is the next point I'm
17 going to talk about, is going to have a lot to
18 do with how easy it is to play through the
19 course.
20 It is an extremely difficult course. I
21 said it yesterday and I'll say it again, the
22 25 percent of the golfers that play that
23 course stay away because it's so difficult.
24 It's very frustrating to play the course.
25 Why should it be frustrating? We need

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1 to have an open mind, and we need to ask
 2 people to look at the course and see how can
 3 it be made not easier --
 4 MR. MENDENHALL: 30 seconds.
 5 MR. O'BRIEN: -- pardon?
 6 MR. MENDENHALL: 30 seconds.
 7 MR. O'BRIEN: 30 seconds. So that's
 8 important. And there's lots of things to do
 9 to make it easier, and people will through and
 10 pass quicker through the course, and more
 11 passing through are going to make more money.
 12 And then, finally, I think it's
 13 important to do some kind of analysis of how
 14 many rounds of golf. And I threw out at the
 15 meeting yesterday 50,000 rounds of golf,
 16 charging \$40 per round, would bring \$2,000,000
 17 in. And that's made of revenue from the bar
 18 and also revenue from people charging. And
 19 you have to vary the prices. So I think this
 20 is doable.
 21 But the most important thing is, who is
 22 going to be running the course, and can they
 23 make money? We don't want to be subsidizing
 24 forever the course. Thank you.
 25 CHAIRMAN MILLS: Thank you.

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1 Anyone else?
 2 (No response.)
 3 CHAIRMAN MILLS: Okay. So at this
 4 point, it's appropriate for us to dive into
 5 the items on the agenda under this topic.
 6 The first one is to consider the
 7 proposed terms/golf course purchase and sale
 8 agreement, and authorize counsel to prepare a
 9 final purchase and sale agreement based on
 10 proposed terms, and consultation with
 11 board-appointed designee. Final agreement to
 12 be executed by the chair.
 13 Now I know why I got the chair back.
 14 I'm either going to be a hero or have to sell
 15 my house and get out of here.
 16 So who would like to begin? Erin, you
 17 want to kind of start?
 18 MS. McCORMICK: Well, sure. Since the
 19 last month's meeting that we had, we have
 20 gotten some of the documents from the current
 21 owner of the golf course. We got surveys of
 22 the golf course property. We got the title
 23 insurance commitment that was provided by
 24 Chicago Title Insurance at the time that that
 25 corporation, Standard Corporation, (inaudible)

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1 the course, and then we also -- he was willing
 2 to provide us with a copy of the purchase
 3 and sale agreement that was used at the time
 4 that that purchase of the golf course occurred.
 5 I've also, in working with Andy, looked
 6 at some other purchase and sale agreements
 7 that were used by another community
 8 development district that had acquired a golf
 9 course. And I had some other documents too.
 10 So I just prepared sort of a draft of
 11 essentially not the purchase and sale
 12 agreement, the terms that would go into a
 13 purchase and sale agreement, because I
 14 thought, based on the discussion that we had
 15 at last month's meeting, the direction that
 16 the board was moving is, is they were more
 17 inclined to just go straight into doing a
 18 purchase and sale agreement as opposed to
 19 doing a non-binding letter of intent, to go
 20 that way, which then we would work with
 21 (inaudible) and then come up with a purchase
 22 and sale agreement.
 23 So that's why I provided this draft of
 24 terms of the sale and purchase agreement, and
 25 it's got some blanks in it that would be

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1 filled in, but obviously the owner of the golf
 2 course has not seen anything at this point
 3 because the board hasn't provided anything, so
 4 --
 5 CHAIRMAN MILLS: Okay. Mr. Chesney.
 6 MR. CHESNEY: So -- okay. Whatever
 7 internet here is a little slow. I'm just
 8 trying to get my agenda to come up.
 9 Can I just look at the agreement?
 10 MS. McCORMICK: There's that, and then
 11 the second page of it.
 12 MR. CHESNEY: Okay. Thank you.
 13 So my thoughts on this are -- I mean,
 14 for two months, this has kind of been out
 15 there.
 16 I have actually received no negative
 17 feedback about exploring the purchase of this
 18 this golf course, which I'll be frank, very
 19 surprising to me.
 20 So I would suggest that we go ahead and
 21 propose moving forward with this. And I say
 22 we kind of split some of this stuff up. And
 23 I'm looking at you, because I suggest the
 24 legal part of it, that you can take. So it
 25 would be appropriate if you made the motion

1 then.

2 CHAIRMAN MILLS: Mr. Ross.

3 MR. ROSS: I appreciate the vote of

4 confidence. In all seriousness, Mr. Chesney,

5 thank you for all the efforts you put in this,

6 the meetings, the work, the review of

7 documents, et cetera. You really have done a

8 great service to the community, and I don't

9 know if we could fully appreciate what efforts

10 you put into it.

11 And it's because of your efforts that I

12 happen to agree with you, I support us moving

13 forward. I think that my own processes,

14 thought processes, have evolved as we've been

15 talking.

16 Originally, I was of the mindset we

17 should go immediately to a contract. I think

18 counsel's choice to go to a term sheet

19 initially just to help us crystalize and focus

20 on some points is a good move. I think we

21 probably all have our individual comments on

22 the term sheet, one item or another, but I

23 don't think we should use this meeting to get

24 bogged down into the weeds.

25 There is a couple of important points

1 that need to be addressed in this meeting.

2 One, the period of due diligence, and you all

3 have heard me say I think we should ask for

4 six months, and given the constraints of how

5 we do business, while that would be very

6 atypical, I think it justifies asking for six

7 months.

8 And then the other thing is on the

9 price. I really have to defer back to

10 Mr. Chesney on his discussions with the

11 seller.

12 But with that being the case, I'm happy

13 to make a motion that we proceed with making a

14 proposal to the seller, to the owner, to

15 purchase the golf course, provided it's got

16 the sixth-month due diligence, and each

17 supervisor has a, say, 24- or 48-hour period

18 to provide comments to counsel with regard to

19 the term sheet and move forward with however

20 she recommends, whether it's with a letter of

21 intent or whether it's just providing a draft

22 of the contract.

23 MR. CHESNEY: I'll second that.

24 CHAIRMAN MILLS: Okay. Do you want to

25 address the price?

1 MR. CHESNEY: So the price that, you

2 know, was communicated in the WOW is

3 \$4,000,000. I would be happy to answer any

4 questions. I think, you know, without giving

5 out too much detail, the price -- the price to

6 us, as I said, to the community, makes the

7 golf course more valuable to us than it is to

8 an individual operator.

9 So the price also is -- you know, it is

10 what he is asking for. He is in a financial

11 position where, I mean, he is not a golf

12 course owner/operator. He is a private

13 individual that owns a golf course.

14 So, you know, from a strategic

15 standpoint, you can second-guess it, but he --

16 you know, he doesn't need to sell it now. He

17 might think it, you know, gets better.

18 I also think, from looking at the

19 financials, I'm not entirely sure -- I've

20 never gotten a good answer on how much we're

21 allowed to provide from the financial

22 information, but -- and that's something we'll

23 need to discuss in this process.

24 But looking at it, I mean, there is a

25 lot of room for growth. If anyone has gone

1 and played golf there lately -- I haven't

2 played there in years, and I went out there,

3 and, I mean, it's -- it's -- it can be empty

4 at times.

5 I think with the support of the

6 community I think there is potential there. I

7 think the owner thinks that as well, but I

8 think by him being an absentee owner, it's

9 difficult for him to do that.

10 So is that on the -- is that enough

11 answer on the price?

12 MS. GRIFFITH: No. I have a question.

13 MR. CHESNEY: Sure.

14 MS. GRIFFITH: So the idea that we would

15 finance the sale --

16 MR. CHESNEY: It is my intent -- it

17 would be my proposal that we have to have a

18 more formalized discussion with our banker,

19 but our initial discussions would be that we

20 would finance the entire matter.

21 MS. GRIFFITH: So I would imagine that

22 the banker would look to appraise.

23 MR. CHESNEY: Correct.

24 MS. GRIFFITH: Have we had an appraiser

25 give us a value?

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1 MR. CHESNEY: No, because we haven't
2 gotten past that step. I mean, that's why I
3 think Brian' suggestion of a long due
4 diligence period is appropriate.
5 So the way how I view this is, we have
6 an initial agreement, which I think will be
7 accepted by the owner. If once it's accepted
8 by the owner, we need to engage a golf course
9 consultant specifically.
10 I have two in mind that I presented to
11 Andy and Erin, which I can't remember their
12 names all of a sudden.
13 MR. MENDENHALL: Christovich?
14 MR. CHESNEY: Christovich. And what's
15 the other one? Billy --
16 MR. CHESNEY: Billy Casper --
17 MR. CHESNEY: -- Casper's Golf. And
18 there's reasons for both of them, which I can
19 detail, you know, in a subsequent motion.
20 And then we kind of break it up between,
21 you know, someone working with the operations
22 and on the financial side to come up with,
23 like I said, in our workshop yesterday, our
24 focus before we enter into a contract is to
25 determine what our maximum probable loss is,

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1 is with the golf course. What amount are we
2 likely to lose in acquiring this golf course,
3 because, you know, expenses can run deep, you
4 know.
5 MS. GRIFFITH: So -- okay. And I have a
6 few other questions, because if that's the
7 objective, is to determine the maximum
8 probable loss, the management company today,
9 the Green Golf Partners, how long is their
10 contract?
11 MR. CHESNEY: Their contract is five
12 years. They're one year into it. I have
13 provided a copy of that to Erin to see if we
14 can assume it.
15 I have gotten nothing but positive
16 reviews from players about their improvement
17 of the course. Now, that doesn't mean it that
18 it can't be improved. So I'm not entirely
19 sure -- the owner of the course currently
20 thought that we could just -- we would acquire
21 the corporation, thus, we acquire the lease
22 that they currently have.
23 I'm not a lawyer, and I don't think
24 that's possible. I don't think that we can
25 acquire a private corporation, so I don't know

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1 if the lease is actually assumable. I don't
2 know if anyone from Green Golf Partners is
3 here. I don't think so.
4 MS. GRIFFITH: So -- okay. For past 25
5 years, the golf course has been privately
6 owned, and so we know that for the next four
7 years it will continues to operate as a golf
8 course.
9 Are we comfortable with that, that for
10 at least for the next four years --
11 MR. CHESNEY: So we have done some
12 exploration about that. It is to the best of
13 my knowledge that the only thing that keeps it
14 a golf course is its current zoning and the
15 residents; in other words, their political
16 will. So it's -- there was some -- did we --
17 do you want to comment on that?
18 MS. McCORMICK: Yes. I mean, at this
19 point, because I have seen the title report
20 from -- that the current owner provided, and
21 it's got about 60 different recorded documents
22 that relate to the property. I have done an
23 initial review of that, and I have not seen a
24 recorded agreement that restricts that -- or
25 that requires that the golf course be

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1 initially a private agreement as opposed to
2 zoning or --
3 MS. GRIFFITH: So -- I'm sorry, Erin. I
4 can't hear you.
5 So you're saying that you don't see any
6 evidence that --
7 MS. McCORMICK: Well, I haven't done a
8 complete review of all of the documents, but
9 in my initial review I have not seen a
10 recorded agreement that provides that the golf
11 course has to be maintained as a golf course
12 in perpetuity with the zoning, you know --
13 MS. GRIFFITH: Okay.
14 CHAIRMAN MILLS: If I can clarify your
15 question. Is your question, because the
16 management company has four more years, that
17 the golf course has to remain four more years?
18 MS. GRIFFITH: So what I've heard is
19 that Mr. Newbaur does not necessarily have an
20 incentive to sell. Right?
21 I hear that there is a golf course
22 management company that secured a lease for
23 four years, and I hear that we are looking to
24 determine what the maximum probable loss is.
25 So what I want to understand is, why are

1 we having the conversation today and not three
 2 years from now? So why are we in a hurry to
 3 take on a loss?
 4 MR. CHESNEY: You know, I thought a lot
 5 about that personally, because I agree, well,
 6 why don't we just wait until -- I mean,
 7 hopefully no one knows Nick that's here.
 8 But, you know, Nick is 71. Why don't we
 9 wait until we deal with his estate, and maybe
 10 we'll get a better deal then? I thought of
 11 those issues as well, and I don't know the
 12 answer to that.
 13 I really don't have a clear idea. I
 14 know that being in the golf course business is
 15 hard. I don't think that I really -- I
 16 wouldn't want to be in this business
 17 personally, but I step back, and I look at the
 18 broader picture on if that -- let's say it
 19 goes in some less stable hands. Maybe the
 20 estate sells to someone else. Maybe it just
 21 goes off -- we lose control of that, and that
 22 has a possible great impact on the home values
 23 in Westchase.
 24 That's -- you know, if I had -- if I
 25 knew that someone had a private owner that

1 would be beneficial and keep it up for a long
 2 period of time, yeah, I wouldn't want to buy
 3 it. But I think that that's the trade-off.
 4 I don't know that I know the right
 5 answer. I think each of us have to think
 6 about that.
 7 MS. GRIFFITH: Okay. So because -- you
 8 said so yourself: You go to the golf course,
 9 and there are times when there's nobody there.
 10 Right? So --
 11 MR. CHESNEY: Just my inspection, there
 12 was no one there -- there were three golfers
 13 on the golf course.
 14 MS. GRIFFITH: I have been there myself,
 15 and I would agree with that. It's
 16 unfortunate, because it really is a nice golf
 17 course, and I really wish that we would golf
 18 more, especially since we value it so much.
 19 You know, I think it's important for us to
 20 also support them.
 21 But with that said, you know, I've done
 22 plenty of research on golf, declining sport,
 23 200 -- and whatever -- 12 golf courses closed
 24 last year. So, you know, my -- if this is a
 25 matter of something that is going to happen,

1 that, you know, golf is not going to be that
 2 sport that it has been.
 3 And so far, we're already seeing it in
 4 our own community, the use of the golf course
 5 is going down, do we want to be the ones who
 6 own it when nobody is playing?
 7 So I guess that's why I need to -- we
 8 heard the gentleman say earlier that he's not
 9 golfing anymore. You know, are we getting --
 10 do we think that we're going to do a better
 11 job if we own it in getting more people out
 12 there?
 13 What makes us better at owning and
 14 managing a golf course that's going to get the
 15 younger people out there, that is going to get
 16 more rounds sold?
 17 And so I don't know if that can be done
 18 in your two months of due diligence or if
 19 that's something that would be in our next --
 20 MR. CHESNEY: No. I think -- no. That
 21 was not -- that was not what was asked.
 22 So that would be why you hire a golf
 23 course management consultant, to review the
 24 operations and see about provide, you know,
 25 potentials for improvements and what those

1 costs might be.
 2 MS. GRIFFITH: Okay.
 3 CHAIRMAN MILLS: Mr. Ross.
 4 MR. ROSS: Also, Ms. Griffith, I
 5 would --
 6 CHAIRMAN MILLS: Can you speak up
 7 for --
 8 MR. ROSS: I'm sorry.
 9 I would respectfully disagree with your
 10 summary of the situation. The motion that I
 11 have made in no way obligates us to buy the
 12 property today. We're not making the decision
 13 to buy the property today.
 14 What we're doing is, if we get into
 15 contract, one, we control our own outcome.
 16 We're protecting all the residents. A bad
 17 outcome, can't have it, if we get it under
 18 contract. But if you didn't allow the due
 19 diligence process to occur, you may be exactly
 20 right.
 21 We collectively may include bad timing,
 22 bad product, bad project, we're not capable of
 23 doing it, and that's when we make the
 24 decision. So I just -- I feel like the way
 25 you couched the question or the issue isn't

1 consistent with the motion that I have made.
 2 MS. GRIFFITH: Thank you.
 3 CHAIRMAN MILLS: Mr. Lewis.
 4 MR. LEWIS: The six-month due diligence
 5 period, how did you come up with that? Is
 6 that your experience, or is that enough time
 7 to go through a lot of this stuff?
 8 I mean, I'm one for deadlines, because,
 9 to me, if you put one too far out, you're just
 10 going to let it hang out there, and you never
 11 do anything and you don't act upon it.
 12 MR. ROSS: It was -- I'm sorry.
 13 MR. LEWIS: I was going to say, is that
 14 enough time?
 15 MR. ROSS: Based on my experience, I
 16 feel very strongly two months is inadequate,
 17 and, you know, that's what the professional
 18 said yesterday. He thought it would be two
 19 months.
 20 I just feel that the way we operate as a
 21 district, the hoops we need to jump through,
 22 the information we need to gather, analyze,
 23 evaluate, make conclusions, I just felt in
 24 every way six -- excuse me -- two months was
 25 inadequate. So then it just became, pick a

1 date, to some degree.
 2 And I was looking at more in terms of,
 3 if I was the seller, what would be an
 4 acceptable time period? If it was a year, I
 5 felt like he'd say, "No, you know, I'm not
 6 interested." But six months, he knows we've
 7 got the ability to close. He knows we've got
 8 interest in closing. And so I felt like he
 9 would play ball.
 10 Now, obviously I would defer to
 11 Mr. Chesney's conversations. If he felt like
 12 that it was going to be rejected out of hand,
 13 then so be it, but --
 14 MR. CHESNEY: I don't have a strong idea
 15 of whether it would be rejected. We did have
 16 a discussion, and I suggested six months, and
 17 he suggested 60 days, but I have a feeling --
 18 you know, in attempt to an agreement, he might
 19 be more flexible.
 20 MS. GRIFFITH: So for purposes of the
 21 motion with regard to the due diligence
 22 period, do we want to sort of identify a range
 23 that we're comfortable with?
 24 MR. CHESNEY: I think six months --
 25 MS. GRIFFITH: For purposes of

1 negotiation, if he goes to four months, are we
 2 okay with four months? Can we be, or --
 3 MR. CHESNEY: I think six months.
 4 MS. GRIFFITH: Six months and --
 5 MR. CHESNEY: Well, just look at it. It
 6 has taken us two months just to get the
 7 agreement out. We don't even have an
 8 agreement.
 9 So, I mean, that's part of his thing, is
 10 that -- you know, the golf course has a
 11 greater value to us, which means that, you
 12 know, it benefits him more, so it's in his best
 13 interest to give us the time we need.
 14 So I think he's a reasonable
 15 businessman, and I think he'll see that.
 16 MR. ROSS: I think what Ms. Griffith was
 17 suggesting, should we empower whoever our
 18 negotiator or contact person is, to have
 19 greater flexibility so that they're not boxed
 20 in, and -- but get a sound "no," and we've
 21 wasted another -- lost another month.
 22 I am speaking -- I would just say I
 23 would feel uncomfortable with anything less
 24 than six months. I just -- everything that's
 25 happened, everything that --

1 MR. CHESNEY: I would think a strong
 2 negotiating tactic is saying that we need six
 3 months.
 4 MR. ROSS: Yeah, I don't we couldn't do
 5 it less than that. I wouldn't feel
 6 comfortable.
 7 CHAIRMAN MILLS: And just for
 8 clarification of why that's important, is
 9 because this board operates under the Sunshine
 10 Laws, and we're not able to speak to each
 11 other except during these meetings.
 12 So we're not able to transact anything
 13 that's to communicate on board business after
 14 we leave here today until next month. So it
 15 becomes more difficult than a normal business
 16 environment where you leave here today with
 17 some marching orders, and tomorrow we go to
 18 work on a project and work on it every day
 19 after that as a team.
 20 This board doesn't have that capability.
 21 So that's why we're debating the 60-day versus
 22 the six-month time period. Right?
 23 MR. CHESNEY: (Moves head up and down.)
 24 CHAIRMAN MILLS: Okay.
 25 Any further discussion or questions?

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1 (No response.)
2 THE CHAIR: We have a motion on the
3 board -- or on the table rather -- to enter
4 into a -- what is it called? What was the
5 motion again?
6 MR. ROSS: I said that we proceed with
7 making an offer to the owner and that we
8 defer to counsel's professional judgment
9 whether that would be best presented in a
10 letter of intent or LOI or an actual draft of
11 a contract.
12 CHAIRMAN MILLS: Do we have a second?
13 MR. CHESNEY: (Moves head up and down.)
14 CHAIRMAN MILLS: All in favor?
15 (All board members signify in the
16 affirmative.)
17 CHAIRMAN MILLS: None opposed.
18 (Motion passes.)
19 CHAIRMAN MILLS: We're going to work
20 buying a golf course. We'll see how it goes.
21 Stay tuned, folks.
22 MS. McCORMICK: Is the board going to
23 designate one of the board members that will
24 be working with me on the offer that --
25 MS. WHYTE: Erin --

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1 CHAIRMAN MILLS: Let's just pause for a
2 second. We are having a mass exodus.
3 All right. If we can have everyone
4 one's attention for the court reporter. She
5 can't hear if everyone is speaking. Thank you
6 very much.
7 MR. CHESNEY: So I have some thoughts on
8 organizing this, and I don't know -- I'm going
9 to look to all the board members.
10 I think we should break it up into
11 certain pieces, like the initial -- this
12 contract stuff. So I've had -- you know, I
13 had three people send me sample LOIs. I've
14 had this and that and -- who knows?
15 So I have a question here, is that any
16 management consultant that we hire to help us
17 determine our maximum probable loss will --
18 will have -- will be able to assist on that
19 part. So I don't know when to engage them.
20 After we get a kind of initial acceptance from
21 the current owner or prior to presenting any
22 documents?
23 I'm just going to tell you what I think
24 we need to have. So we should have someone
25 that works through the initial contractual

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1 documents and what we're going to do as part
2 of the due diligence period.
3 We need to select a management
4 consulting company to review what we currently
5 have in place and come up with anticipated
6 series of potential investments. I do have
7 some questions for Zack here.
8 MR. VERVAECKE: I didn't want to
9 interrupt earlier.
10 MR. CHESNEY: No. That's all right,
11 because some of this -- it's really easy.
12 I mean, the first question -- if I can
13 just ask you a couple of questions.
14 MR. VERVAECKE: Sure.
15 Would you like me to come to the podium?
16 MR. CHESNEY: Sure. Please.
17 MR. VERVAECKE: I didn't want to
18 interrupt earlier, so --
19 MR. CHESNEY: Yeah. No. It's all
20 right. She has your card, so I don't think
21 you need to --
22 MS. WHYTE: You might want to introduce
23 yourself to the audience.
24 MR. VERVAECKE: Zack Vervaecke with
25 Green Golf Partners. I'm currently the

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1 interim manager at Westchase Golf Club. My
2 official title is senior vice president of
3 operations and partner in Green Golf Partners.
4 So I'll be happy to answer as many
5 questions as I can that you currently have.
6 MR. CHESNEY: Sure. You called me about
7 an hour -- two hours ago. Right?
8 MR. VERVAECKE: I did in the --
9 MR. CHESNEY: Sitting in the dining room
10 in the club, trying to get me to drink, so I
11 -- you're on top of your customer service
12 scam.
13 So I'm not -- I have a copy of your
14 lease agreement. Do you know if the lease
15 agreement is assumable?
16 MR. VERVAECKE: I'd have to ask an
17 attorney on that.
18 MR. CHESNEY: That's my question.
19 MR. VERVAECKE: Does it transfer from
20 ownership to ownership, new ownership? That
21 would be the question that I would have for
22 our attorney.
23 MR. CHESNEY: Because I doubt it would
24 be acquired, so -- is there anything you would
25 like to --

1 MS. McCORMICK: Yeah, I haven't actually
 2 seen it, so I don't have an answer for that.
 3 MR. CHESNEY: Yeah, I thought I emailed
 4 to you. I thought I had.
 5 But, I mean, that's my main question,
 6 because I'm familiar with your agreement, so I
 7 understand, you know, my maximum possible
 8 loss --
 9 MR. VERVAECKE: Is zero.
 10 MR. CHESNEY: -- is zero. Yeah, I know,
 11 if it's assumable.
 12 MR. VERVAECKE: Yes. The current
 13 agreement, you know, we are afforded a
 14 management fee, and we pay a base variable
 15 rent to Nick, and then anything over the net
 16 we split 50/50, plus reserve of capital.
 17 MR. CHESNEY: I guess my next question
 18 is -- I never got really a very clear answer
 19 from Nick on capital improvements, if they're
 20 made.
 21 MR. VERVAECKE: We reserve currently one
 22 percent of gross revenue for capital
 23 expenditures. It's not a ton of money, but we
 24 knew assuming this lease at Westchase was
 25 going to be extremely tight.

1 MR. CHESNEY: Yes.
 2 MR. VERVAECKE: And it was a short time
 3 frame. So for us to commit a large chunk of
 4 capital, you know, that we can go back to the
 5 bank and finance over, say, ten years, this
 6 one was a little bit different, a shorter time
 7 frame, and the profit margins --
 8 MR. CHESNEY: Okay.
 9 MR. VERVAECKE: -- afforded.
 10 MR. CHESNEY: That was my main question.
 11 CHAIRMAN MILLS: Mr. Ross.
 12 MR. ROSS: Related to the issue of
 13 assumability, regardless of what's the legal
 14 status of the agreement, is it the desire of
 15 your company to retain the arrangement with
 16 the golf course regardless of who is the
 17 owner?
 18 MR. VERVAECKE: It is something that we
 19 would consider, yes.
 20 MR. ROSS: But you're not ready to
 21 commit that --
 22 MR. VERVAECKE: Not without consulting
 23 with some of my other partners. It is
 24 definitely something that we would consider --
 25 strongly consider. I don't want to

1 overcommit.
 2 MR. CHESNEY: I've gotten nothing but
 3 positive reviews of your performance.
 4 MR. VERVAECKE: It's we improve golf
 5 courses. There is a long way to go, while you
 6 guys work through whether or not to purchase.
 7 We have another property down in Cape
 8 Coral that was privately held. It was called
 9 Royalty Golf Club. The owner shut the doors
 10 in August of 2016. The Cape Royal HOA then
 11 had to assume the maintenance of the property,
 12 making sure that it was maintained, mowed down
 13 properly, and they finally worked out
 14 purchasing the property through the existing
 15 owner, and we assumed that lease March 1st of
 16 2017.
 17 You know, my only comment and suggestion
 18 is if you're able -- that property sat vacant,
 19 no golf, and they incurred, you know, roughly
 20 \$100,000 in maintenance costs and -- plus
 21 about another \$125,000 in maintenance
 22 equipment within a period of about eight to
 23 ten months.
 24 So, you know, it's -- it can happen. It
 25 can also go the other way. They purchased it

1 and released that property from them, and it's
 2 going really well. So we'll actually have all
 3 27 holes open Friday.
 4 CHAIRMAN MILLS: Mr. Lewis.
 5 MR. LEWIS: If I could ask, what -- you
 6 said you had a long way to go here, for this
 7 property. Can you share those ideas, or
 8 what --
 9 MR. VERVAECKE: We've had some key
 10 personnel change over there, and we've had to
 11 make some of those decisions to try and drive
 12 the ball down the course a little more.
 13 We're working through the process of
 14 finding a new executive chef, new menus, rate
 15 structures, marketing, improving the
 16 atmosphere, customer service. There's a
 17 multitude of items that need to be addressed
 18 continually, so -- which it doesn't happen
 19 overnight unfortunately.
 20 MR. LEWIS: What about the course
 21 itself? I don't want to get (inaudible). But
 22 I heard one gentleman, Reggie -- I forgot your
 23 last name. I kind of shared the same thought
 24 thought, I mean, as a resident and a golfer,
 25 the playability of the course.

1 MR. VERVAECKE: It's tough.
 2 MR. LEWIS: Is that something that you
 3 guys are working on?
 4 MR. VERVAECKE: It's one the things I've
 5 been contemplating. How do you soften the
 6 golf course, I refer to it as. You know,
 7 every hole out there, you can lose a golf ball
 8 on it.
 9 And to 75 percent of the golfing populace
 10 that plays three or four times a week, they
 11 might come once a month or once every other
 12 month as a group, but, you know, playing it on
 13 a daily, weekly basis, you know, it is a
 14 difficult track.
 15 And the question is, you've got to bring
 16 in a golf course architect and say, "Hey, what
 17 can I do to soften the golf course," and then,
 18 "How much is that going to cost," you know,
 19 and there's a multitude of things that you can
 20 potentially do, and some can be really
 21 expensive.
 22 MR. LEWIS: Maybe a follow-up question
 23 to that would be, do you guys have any kind of
 24 a golf course architect on your staff, or do
 25 you work --

1 MR. VERVAECKE: We work with two or
 2 three -- and now I'm drawing -- I'm drawing an
 3 absolute blank right now.
 4 MR. LEWIS: You don't necessarily have
 5 to name names, though.
 6 MR. VERVAECKE: There's a couple that we
 7 work with. There's several within the
 8 industry. I'll think of it as soon as I
 9 leave.
 10 CHAIRMAN MILLS: Zack, we appreciate you
 11 being here.
 12 One of the items that has gotten a lot
 13 of attention is what I would characterize --
 14 and you mentioned the menus -- the
 15 underutilization of the clubhouse and the food
 16 and beverage operation.
 17 It could really be a center for the
 18 community, and in the 20 years I've now lived
 19 here, it's not that. Right? So --
 20 MR. VERVAECKE: I still -- you know,
 21 only having lived down here for three years --
 22 we live in Clearwater. We've had this
 23 property since January 1st, 2017. I'm still
 24 getting to know the community as a whole, the
 25 history of the golf course, let alone the

1 history of the Westchase community.
 2 From my understanding, ten years ago,
 3 they had somebody lease the restaurant space,
 4 and for a year or two period of time it was
 5 successful. Longevity-wise, it doesn't sound
 6 like it's been the community center that you,
 7 you know, suggested continuously year over
 8 year.
 9 MS. GRIFFITH: Well, I appreciate you
 10 taking time to learn the community because we
 11 are a bit unique.
 12 MR. VERVAECKE: Yes.
 13 MS. GRIFFITH: And so, you know, if you
 14 have an opportunity to drive through our West
 15 Park Village and take a look at Irish 31,
 16 Catch 23, and go over to the World of Beer,
 17 that's how Westchasers like to hang out. We
 18 like our indoor-outdoor environment, which is
 19 one of the reasons I spend a lot of my
 20 lunchtime at the clubhouse is because I can
 21 sit outside and enjoy a nice lunch with a
 22 beautiful view, but I'm only going to go there
 23 for lunch because it doesn't really have much
 24 a hang-out feel.
 25 MR. VERVAECKE: Atmosphere.

1 MS. GRIFFITH: But, yet, you have that
 2 opportunity to make it more of an
 3 indoor-outdoor -- and that really is --
 4 MR. VERVAECKE: So that's the next on
 5 the list.
 6 MR. CHESNEY: One percent of revenues,
 7 that's not --
 8 MR. VERVAECKE: For capital
 9 Improvements?
 10 MR. CHESNEY: Yes.
 11 MR. VERVAECKE: It's tight.
 12 MR. CHESNEY: It's 1/10th.
 13 MR. VERVAECKE: Work your way there
 14 slowly, but surely.
 15 CHAIRMAN MILLS: Any other questions for
 16 Zack?
 17 MR. CHESNEY: No. I will say this, is
 18 that I have visited the course a couple of
 19 times in the interim, and, you know, I have
 20 had some positive feedback. But why is the
 21 Christmas wreath still up?
 22 MR. VERVAECKE: Oooh. I'll have that
 23 one on the to-do. We like it up year-round.
 24 It still lights up year-round inside, don't
 25 they?

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1 Great. I left my business card. You
 2 know, my cell phone and email are on it if
 3 anybody has any other questions. I'll be
 4 happy to answer them.
 5 CHAIRMAN MILLS: I'm sure we'll be
 6 talking again.
 7 MR. VERVAECKE: I look forward to it.
 8 CHAIRMAN MILLS: Thank you.
 9 MR. VERVAECKE: Thank you.
 10 CHAIRMAN MILLS: Okay. So we're kind of
 11 back to being -- you have roles. Right?
 12 MR. CHESNEY: Yes.
 13 CHAIRMAN MILLS: So I kind of saw the
 14 legal part of it in Brian's wheelhouse if his
 15 capacity is needed to get this thing buttoned
 16 up.
 17 MR. ROSS: First of all, obviously I'm
 18 happy to do whatever is appropriate, but I do
 19 strongly feel that neither the supervisors nor
 20 the residents should be conducting the due
 21 diligence.
 22 We could be here as conduits of
 23 information, support, feedback, bouncing
 24 ideas, whatever it may be to facilitate the
 25 process, but I don't want to be the one who's

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1 charged with that responsibility, because
 2 someone may say I have bias, that I favor
 3 either one outcome or the other outcome, and
 4 then I have done a disservice to the
 5 community.
 6 So I hope all supervisors agree with
 7 that, that it's not our job, and, frankly, as
 8 I said, I don't want the residents to be doing
 9 the due diligence. I want to hear from them,
 10 but not them doing the due diligence.
 11 MR. CHESNEY: I concur. I am just
 12 saying that there are basic questions, like do
 13 I use a letter of intent, or I don't even know
 14 the other word?
 15 MS. McCORMICK: Right. A purchase and
 16 sale agreement.
 17 MR. CHESNEY: So it comes to the
 18 supervisors, we either decide as a group to
 19 identify -- I mean, I have no problems
 20 reviewing -- working with, you know, a
 21 consultant and reviewing his due diligence
 22 work for the -- you know, the financial
 23 aspect and then discussing, I guess, with --
 24 we probably have, you know -- I guess, would
 25 you handle, I guess, working with the banker

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1 and supply information and kind of overseeing
 2 that or helping those questions that come
 3 about that. But, I mean, just these basic
 4 agreement questions --
 5 MR. ROSS: Happy to take on that role,
 6 happy to.
 7 MS. GRIFFITH: I would say that I guess
 8 the way I sort of envision this happening --
 9 and I would agree. I do get nervous concern
 10 when we are rolling up our sleeves and
 11 becoming personally invested in this, and then
 12 we come to the table and vote.
 13 So I do think we need to take a bit of
 14 an arm's length approach. You know, we heard
 15 yesterday at the workshop from Mr. Ekovich,
 16 and he sounded like a great resource who's been
 17 down this road more than once, and, to me, it
 18 seems that somebody like him would be able to
 19 answer those questions: What type of contract
 20 do we use?
 21 MR. CHESNEY: Well, my suggestion, both
 22 -- both golf course management firms that I
 23 identified, both of them have that level of
 24 expertise.
 25 MS. GRIFFITH: Okay.

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1 MR. CHESNEY: I will be -- you know, I
 2 think we should engage them sooner rather than
 3 later.
 4 MS. McCORMICK: Now, do they have like
 5 in-house counsel that they work with, or are
 6 they --
 7 MR. CHESNEY: No.
 8 MS. McCORMICK: Okay. So they would be
 9 doing more of the consultant part of it.
 10 MR. CHESNEY: Yes.
 11 MS. McCORMICK: Okay.
 12 MR. CHESNEY: And then as far as, you
 13 know, legal aspects, I think Steve had a good
 14 view that engaging an attorney to assist you
 15 that is familiar in golf course transactions is
 16 a good idea.
 17 I know in the past when we had you
 18 essentially work out an arrangement with
 19 someone. And Steve had identified two. I
 20 think I emailed them to you.
 21 MS. McCORMICK: Yeah. I mean, I have a
 22 couple of people that I have been thinking
 23 about that I could reach out to and work with
 24 on this, but I know it sounds like you also
 25 had gotten some recommendations from --

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1 MR. CHESNEY: Just the ones that we got
 2 yesterday from Steve.
 3 MS. McCORMICK: Yeah. And so that would
 4 be, I think, one of the issues to decide, who
 5 is going to make that decision as to who is
 6 going to help with --
 7 MR. CHESNEY: Then, once again, I would
 8 say, you know, Brian could help on that, and
 9 the golf course management consultant. So I
 10 really -- there's two consulting proposals.
 11 Okay? I literally got one -- I got them
 12 today, so I have not been able to present
 13 them.
 14 I don't know exactly how we would handle
 15 this. And the difference between the two is,
 16 one company was a company that Nick had
 17 utilized last year prior to the involvement of
 18 Green Golf Partners to do some consulting
 19 work, so they knew the property very well.
 20 And I know you wanted a workshop, but
 21 they were the ones that helped assist in the
 22 initial financial analysis that was presented
 23 at the December meeting.
 24 Since then, we've had lots of people
 25 reach out, none of which I've responded to,

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1 including numerous residents, because I agree
 2 with Brian that involving residents with this
 3 is not a good idea.
 4 But one of the other firms was a firm
 5 that the City of Temple Terrace has recently
 6 engaged to do the same type of analysis.
 7 They're a smaller firm. They're based here in
 8 Florida versus a national firm, very similar
 9 work product.
 10 They review the contract, sample
 11 contract, they review the financials, they
 12 come up with a list of potential investments
 13 and develop what our maximum probable loss is.
 14 Both quotes were actually exactly the
 15 same. They were \$12,500 for that service,
 16 plus expenses, which is, you know, travel and
 17 mileage types of things.
 18 So, you know, it's my suggestion that we
 19 would engage one of them. I know Andy has
 20 interviewed --
 21 MR. MENDENHALL: Yes.
 22 MR. CHESNEY: -- one of them. I don't
 23 know if he has an opinion on them.
 24 MR. MENDENHALL: Yeah. So at Heritage
 25 Harbor CDD, they have golf courses within the

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1 CDD, and they have some issues with it, so
 2 they have been looking for a consultant for a
 3 while; and in that process, I had interviewed
 4 four different firms, most of them are similar
 5 to what Greg is saying, they're small firms
 6 usually, consultants that set up shop.
 7 The one that I had spoken to is
 8 Christovich, which is one of the two that Greg
 9 is mentioning. Ultimately they were the one
 10 that was chosen out of Heritage Harbor. I had
 11 a pretty extensive conversation.
 12 We have folks in my office that go to
 13 some of the conventions with the PGA, because
 14 we have a couple golf course communities, and
 15 so when I was starting this search for
 16 somebody for Heritage Harbor, I called them up
 17 and asked them for recommendations, and that's
 18 how I actually got the information for
 19 Christovich specifically.
 20 In fact, the other three folks that I
 21 talked to were not recommended by the PGA.
 22 They just happen to be folks I found in other
 23 ways. So long story short, I haven't worked
 24 with them directly, because they literally had
 25 a contract signed probably two weeks ago;

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1 however, through the process, you know, I was
 2 impressed by what they had to say.
 3 Some of the body of work that they have
 4 done, Temple Terrace is the one -- and I'm
 5 just looking real quick at some of the
 6 information they had sent across.
 7 They have actually done this sort of
 8 thing, this sort of analysis with a number of
 9 different golf courses, different types,
 10 private, public, government controlled, that
 11 sort of thing, and different sizes as well.
 12 So, to me, that was good. In addition,
 13 the board itself had to review all the
 14 information from all the folks, and they
 15 thought that this one probably, you know, was
 16 their best option.
 17 So I don't know the other firms, so they
 18 could be equally just as good, but I did not
 19 have --
 20 MR. CHESNEY: Billy Casper's Golf had
 21 been on the property all of last year. It's a
 22 bigger national firm. So it would be one of
 23 their reps out of Sarasota that would be
 24 utilizing -- and they do it, they actually
 25 competed against -- it's my understanding that

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1 they competed against Green Golf Partners for
 2 the management of the Westchase golf course
 3 and were unsuccessful.
 4 I reached out -- actually they called
 5 me, and I agreed to, you know, talk with them
 6 just because they had a lot of information
 7 about the golf course initially, but the
 8 references that we've received from Greg --
 9 whatever his last name --
 10 MR. MENDENHALL: Christovich.
 11 MR. CHESNEY: -- Christovich have been
 12 strong. I would recommend we engage them to
 13 work through this process.
 14 MS. GRIFFITH: I like the idea. I
 15 understand the value of a government
 16 management company, to help us manage it, but
 17 to get there is where I think we need the
 18 right consultant, the right experience.
 19 So is that what we're thinking, that --
 20 MR. CHESNEY: Yeah, I just think -- I'll
 21 be blunt, is that I think that Billy Casper's
 22 ultimate motivation is to become the manager
 23 of the golf course, which is not what I think
 24 is necessarily the best interest of Westchase.
 25 This other guy, though, is a smaller

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1 firm. Has a wide variety of engagements, from
 2 management to just some general consulting
 3 work, and I just think he would be more
 4 appropriate for our situation.
 5 CHAIRMAN MILLS: Mr. Ross.
 6 MR. ROSS: So are you recommending that
 7 we retain that person?
 8 MR. CHESNEY: Yes.
 9 MR. ROSS: What was the name again?
 10 MR. MENDENHALL: Christovich. It's
 11 Christovich and Associates.
 12 MR. ROSS: I got an email from that
 13 guy that --
 14 MR. MENDENHALL: Yeah, Christovich
 15 and --
 16 MR. ROSS: I move that we retain
 17 Christovich at a fee not to exceed 12,500 --
 18 MR. CHESNEY: Plus expenses.
 19 MR. ROSS: -- plus expenses, with
 20 retention to be as soon as possible, and
 21 certainly no later than prior to us submitting
 22 either an LOI or a proposed contract to the
 23 seller; meaning, I would want my consultant --
 24 MS. McCORMICK: Right.
 25 MR. ROSS: -- to look at that

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1 beforehand and give his or her two cents about
 2 it.
 3 MR. CHESNEY: Okay.
 4 MS. GRIFFITH: Can I ask, what is our
 5 goal as far as a target date to present it?
 6 CHAIRMAN MILLS: We need a second first.
 7 MS. GRIFFITH: Oh.
 8 MR. CHESNEY: Second.
 9 MS. GRIFFITH: All right. So what is
 10 our target date to present an offer to
 11 Mr. Newbauer?
 12 MR. CHESNEY: Well, I think after this
 13 meeting, I'm going to give him a call and tell
 14 him the general -- what happened, besides half
 15 the -- I know there are people in our
 16 community that are friends with him.
 17 CHAIRMAN MILLS: He probably already
 18 knows.
 19 MR. CHESNEY: Yeah, he probably already
 20 knows. But so -- and then I'll just tell him,
 21 you know, he'll be hearing from our attorney
 22 kind of thing, but I would think that that
 23 should happen within the next, you know,
 24 couple of weeks.
 25 MS. McCORMICK: Yeah. Well, that would

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1 be the hope -- I mean, we'll work with
 2 Christovich, and then I'll work with Brian,
 3 and we'll get an offer ready to present as
 4 soon as possible.
 5 MR. CHESNEY: Because then we can
 6 actually begin the other part of it, and then
 7 maybe, you know, knock this down.
 8 Then we have to have a realistic
 9 conversation with a bank about what we're
 10 going to do. And I'm going to go back to what
 11 you alluded to on doing this, you know, why do
 12 you want to do it now? I don't know, because
 13 it restricts us.
 14 I mean, it restricts on things like, oh,
 15 you know, we want to re-landscape Linebaugh
 16 kind of thing or add lights to the monuments.
 17 I mean, you know, it's important for us to
 18 identify what level of restrictions that we'll
 19 have on our organization.
 20 MR. ROSS: I need to modify my motion.
 21 CHAIRMAN MILLS: Yes, sir.
 22 MR. ROSS: I would like the retention to
 23 be by legal counsel -- and help me with this,
 24 Erin --
 25 MS. McCORMICK: Uh-huh.

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1 MR. ROSS: -- what my desire is, that
 2 our due diligence would be within the cloak of
 3 confidentiality of attorney/client. I don't
 4 want things getting out there that we're
 5 not controlling the release of information.
 6 MS. McCORMICK: Right.
 7 MR. ROSS: So I think if you hire the
 8 consultant on behalf of the district, then
 9 it's within the cloak of confidentiality. Am
 10 I right about that?
 11 MS. McCORMICK: I think that that would
 12 -- that would improve our ability to keep
 13 information that we want to -- attorney/client
 14 privilege. I don't want to represent that
 15 we'll be able to do that completely, but
 16 it --
 17 MR. ROSS: So I would like to make that
 18 amendment to my own motion, that it be through
 19 counsel.
 20 CHAIRMAN MILLS: Is that okay? Second.
 21 MR. CHESNEY: Oh, yeah, second. I
 22 agree.
 23 I mean, that was also my intent was, if
 24 we hired any other counsel, it would be done
 25 through Erin --

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1 CHAIRMAN MILLS: Any further discussion?
 2 (No response.)
 3 CHAIRMAN MILLS: All in favor.
 4 (All board members signify in the
 5 affirmative.)
 6 CHAIRMAN MILLS: None opposed. We now
 7 have the ability to proceed with that.
 8 (Motion passes.)
 9 MR. ROSS: Can I make a follow-up
 10 motion?
 11 CHAIRMAN MILLS: Yes, sir.
 12 MR. ROSS: I move that we authorize
 13 district counsel to retain special counsel to
 14 assist with this project and to have that
 15 special counsel retained prior to submitting
 16 either a letter of intent or a contract, so
 17 that that special counsel can, likewise, give
 18 their two cents on the document that we're
 19 proposing.
 20 CHAIRMAN MILLS: I'll second that.
 21 Any discussion?
 22 (No response.)
 23 CHAIRMAN MILLS: All in favor.
 24 (All board members signify in the
 25 affirmative.)

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1 (Motion passes.)
 2 CHAIRMAN MILLS: Okay. That consultant
 3 part of it, for me -- you guys can weigh in on
 4 this -- takes a lot of the list of this agenda
 5 and captures it. Right?
 6 MR. CHESNEY: Right.
 7 CHAIRMAN MILLS: And so I think as we
 8 move forward, to your point, Brian, about
 9 arm's -- Barbara, about arm's length, a lot of
 10 this is the weeds. Right? And if we let them
 11 navigate through that, we become the
 12 overseers, not the doers. Right?
 13 MR. ROSS: If you'll allow me to comment
 14 on that. I a hundred percent agree with you.
 15 I don't want people to have the impression
 16 we're doing the elbow grease.
 17 But, on the other hand, I want them to
 18 have confidence that in the selection of our
 19 professionals, we're covering all of our
 20 bases, so if you'll allow me to circle back to
 21 the consultant, I don't know the consultant
 22 that Greg is recommending. I don't think any
 23 of us do.
 24 And, frankly, you're probably just
 25 getting educated on the scope of their skill

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1 set. At the end of the day, we need to make
 2 sure our due diligence, whether it's through
 3 our, quote, unquote, primary consultant or
 4 other consultants, we cover the list of items
 5 that I put on here, whether it's restaurant
 6 operation, condition of golf course, condition
 7 of the physical structure, whether there is
 8 environmental contamination.
 9 I want the community to hear these
 10 articulations that we're not just dumping it
 11 in the hands of the consultant and assuming he
 12 or she can do everything.
 13 This is just like the initial domino to
 14 help us have a captain, if you will, of the
 15 ship.
 16 CHAIRMAN MILLS: And it would be my
 17 expectation at that point that we'll get
 18 monthly briefings on all of that as we go
 19 through this due diligence period. Right?
 20 And then aside from those that are
 21 naturally captured by consulting and legal
 22 services, the opportunity for continued public
 23 comment or public education of this process
 24 may well result in folks sitting in front of
 25 us for a few months to stay tuned to where we

1 are at in this process and what's going on.
 2 So we'll have to gauge that and welcome that.
 3 The only thing I would caution us on is
 4 to -- you know, I've had a number of residents
 5 ask me prior to today what we're going to do.
 6 Of course, you have to be careful -- right? --
 7 because one of my answers was, "It's on the
 8 agenda for to us evaluate on Tuesday." Right?
 9 And I had one resident say, "What are
 10 you going to do?"
 11 I said, "We're going to evaluate it on
 12 Tuesday." Right? So we have to be careful as
 13 we go through this, that we don't become our
 14 own independent spokespeople just because a
 15 neighbor is prompting us -- right? -- because
 16 it is a five-person deal.
 17 But I would expect the residents to
 18 stay at least dialed and hanging on every
 19 word in the WOW as they always do or not.
 20 So what else do we have on this?
 21 MR. CHESNEY: Can I ask, when do you
 22 think would be appropriate to engage our bank?
 23 MR. ROSS: You're asking me?
 24 MR. CHESNEY: I'm asking everyone.
 25 MR. ROSS: I have it in my notes here. I

1 think we're there. I'm not naive that we're
 2 ready to say we're going to buy this, but I
 3 think some of us are knowledgeable about the
 4 process of procuring a letter of commitment
 5 for financing. It's just doing some legwork
 6 and getting some letter. You don't
 7 necessarily accept it when you get it, so --
 8 MR. CHESNEY: And I would like to make a
 9 motion that Andy contacts Jim Nelson at our
 10 bank and provide any necessary underwriting
 11 information he will need.
 12 CHAIRMAN MILLS: I'll second that.
 13 MR. ROSS: I would like to offer a
 14 friendly amendment. And even obtain a
 15 commitment letter, if they're so inclined to
 16 do so.
 17 MR. CHESNEY: Sure. I accept that
 18 amendment.
 19 CHAIRMAN MILLS: The two should move in
 20 parallel. Right?
 21 MR. ROSS: Yeah.
 22 MR. MENDENHALL: Okay. Got it.
 23 CHAIRMAN MILLS: Any discussion further
 24 on that?
 25 MR. CHESNEY: My discussion on that is

1 just, I imagine we'll compare -- you know,
 2 so -- you know, the typical commercial loan
 3 will be ten years, 20-year amortization --
 4 MR. MENDENHALL: Right. Okay.
 5 MR. CHESNEY: -- and up to the full, you
 6 know, purchase amount.
 7 MR. MENDENHALL: Got it.
 8 CHAIRMAN MILLS: Further discussion?
 9 (No response.)
 10 CHAIRMAN MILLS: All in favor.
 11 (All board members signify in the
 12 affirmative.)
 13 CHAIRMAN MILLS: None opposed.
 14 (Motion passes.)
 15 CHAIRMAN MILLS: Anything else on the
 16 golf course? Mr. Ross.
 17 MR. ROSS: I've just got a couple of
 18 other points here. I make the motion that we
 19 authorize legal counsel to obtain an update --
 20 excuse me -- we get the title commitment from
 21 the seller, don't we, Erin?
 22 MS. McCORMICK: We do have the title
 23 commitment.
 24 MR. ROSS: Yeah, I know we've got it,
 25 but I was going to say, go ahead and get the

1 update when it's appropriate, but we're not
 2 there. It's not appropriate yet.
 3 And the other thing, similar to getting
 4 the surveys updated, I think those surveys
 5 could be invaluable to the community, so even
 6 if we weren't to go forward with the
 7 transaction, I would be saying, still go ahead
 8 and get the surveys updated, but that's really
 9 out a few weeks.
 10 MS. McCORMICK: Right.
 11 MR. ROSS: So I'll just make the motion
 12 whenever counsel deems it appropriate that
 13 they're authorized to get whatever title
 14 updates, source documents for the title work,
 15 and updates to the survey. That's my motion.
 16 CHAIRMAN MILLS: Second?
 17 MR. CHESNEY: Sure.
 18 CHAIRMAN MILLS: Any discussion?
 19 (No response.)
 20 CHAIRMAN MILLS: All in favor.
 21 (All board members signify in the
 22 affirmative.)
 23 (Motion passes.)
 24 CHAIRMAN MILLS: Moving along here,
 25 it --

1 MS. GRIFFITH: Well, (inaudible) if
 2 there's any other discussion with regard to
 3 the golf course, so -- I am curious. I do
 4 agree, monthly updates, every one of our board
 5 meetings somebody should be there to be give
 6 us an update.
 7 Do you think that our Sunshine Law
 8 restrictions that they -- do we envision that
 9 either counsel, the bank, the advisor would
 10 potentially need something from us in between?
 11 Do we need to make ourselves available
 12 for a biweekly conference call? Do we -- do
 13 you envision that inability to meet is going
 14 to slow down the process?
 15 MR. CHESNEY: No, I don't think so. I
 16 think that -- you know, we might want to -- do
 17 we have all our workshop dates?
 18 MS. WHYTE: Up until April.
 19 MR. CHESNEY: Are they always so close
 20 to our meeting?
 21 MS. WHYTE: Absolutely.
 22 MR. MENDENHALL: They're advertised for
 23 a year.
 24 MS. WHYTE: They're advertised for a
 25 year. They're already pre-booked through

1 until April.
 2 MR. MENDENHALL: So technically as far
 3 as your ability to have them, as long as you
 4 can have them at the library, you have it for
 5 the year, and they are set for the day before
 6 your regular meeting.
 7 MR. CHESNEY: Yeah, I was just thinking
 8 that --
 9 MS. GRIFFITH: Can the dates change?
 10 MR. CHESNEY: Yeah, we'd have to
 11 re-advertise.
 12 MR. MENDENHALL: Re-advertise, yeah,
 13 basically.
 14 MR. CHESNEY: I don't anticipate that
 15 being a problem, because, I mean, Brian said
 16 our consultants have kind of the direction
 17 here on what to do, and then we just kind
 18 of --
 19 CHAIRMAN MILLS: And between meetings,
 20 either Erin or Andy can email us individually
 21 with information, and we can go back to them
 22 with that. It doesn't circumvent anything.
 23 It just --
 24 MS. McCORMICK: Yeah, we just can't take
 25 any formal board action by motion.

1 CHAIRMAN MILLS: Right.
 2 MS. GRIFFITH: If anything material
 3 happens between, say, now and the next board
 4 meeting or the next workshop and you need
 5 something, I just -- because we want to make
 6 sure that -- that all of these folks we're
 7 sending out to do work on our behalf, if they
 8 need something from us, I want to make sure
 9 they have it.
 10 MR. LEWIS: Yeah, that's why I didn't --
 11 and that's why I was asking Brian earlier, is
 12 that enough time with the way we operate to
 13 keep moving, but okay.
 14 CHAIRMAN MILLS: Brian.
 15 MR. ROSS: I did have a couple more
 16 items.
 17 CHAIRMAN MILLS: Speak up again.
 18 MR. ROSS: Once we get into due
 19 diligence, I think it's imperative that any
 20 due diligence involving the seller's physical
 21 assets must include our field manager.
 22 I think it's critical that we have the
 23 field manager involved from the get-go and is
 24 knowledgeable and able to help us in
 25 documenting history on a go-forth basis.

1 That's my own personal opinion. I don't
 2 think a motion is necessary on that. But the
 3 other thing is, sort of related to all of the
 4 issues we talked about, the reality is, there
 5 are going to be things that crop up in
 6 between, there is going to be something.
 7 So if I need to make a motion, I'll move
 8 that Supervisor Chesney be the point person to
 9 work with our legal counsel and our consultant
 10 to facilitate the performance of the due
 11 diligence, performance of consummation of a
 12 letter of intent or a contract, and to have
 13 the authority to make non-monetary decisions
 14 that would facilitate the continue forward
 15 movement to the district's stated objectives
 16 of understanding the property and the issues
 17 that come up with evaluating the property.
 18 MR. CHESNEY: I will accept that
 19 reluctantly, except the legal part of it.
 20 MR. ROSS: And I'll accept it.
 21 CHAIRMAN MILLS: Okay.
 22 MR. ROSS: So the intentions are to
 23 provide a point person to our legal counsel
 24 and our consultant, so they've just got
 25 day-to-day ministerial questions and they're

1 kind of looking for some kind of heads up from
 2 the board, Greg, Supervisor Chesney, would
 3 have the --
 4 MR. CHESNEY: We would like this
 5 presentation -- or the board would like your
 6 analysis in this format. Okay. I understand.
 7 MR. ROSS: Yeah.
 8 MS. GRIFFITH: Then with that in mind, I
 9 would like to understand if Supervisor Chesney
 10 is making decisions on behalf of the board,
 11 how will the board then learn of what those
 12 decisions were so we can at least be made
 13 aware?
 14 MR. CHESNEY: It's my understanding that
 15 what you're saying is not any actual
 16 decisions.
 17 MS. GRIFFITH: No. But how will -- will
 18 we get an update, a summary, to say, "This is
 19 what I -- these are the decisions that were
 20 made on behalf of the board"?
 21 MR. CHESNEY: Well, I mean --
 22 MS. McCORMICK: If it's a formal
 23 decision, it would have to come to the board
 24 for approval; otherwise, it would go in, you
 25 know, my report, or if it's related to

1 something that somebody else is working on,
 2 then it would go in their board, but we would
 3 -- I mean, that is going to be part of the
 4 monthly status report.
 5 And I guess to supplement that, if it is
 6 something that we know ultimately is going to
 7 require all the board to act on and it's
 8 something that can't wait until the next
 9 monthly meeting, then I would either call or
 10 email each board member individually to
 11 discuss it with them.
 12 CHAIRMAN MILLS: Okay. All in favor.
 13 (All board members signify in the
 14 affirmative.)
 15 (Motion passes.)
 16 MR. ROSS: And the last thing I had was,
 17 this laundry list of stuff that I threw out
 18 there, I just have the same anxiety that
 19 everybody does. I don't want to miss
 20 something. We want to make sure we cover
 21 everything. But just because I put it on this
 22 list doesn't mean we need to take it up now.
 23 I think a fair number of these items
 24 really wouldn't come to fruition until we know
 25 we have a signed contract. So I feel very

1 comfortable putting these other issues off to
 2 another day and working through them at that
 3 point.
 4 MS. GRIFFITH: So ultimately I would
 5 agree these issues need to be accounted for.
 6 CHAIRMAN MILLS: Yes, sir.
 7 MR. GILLIS: Can we ask questions?
 8 CHAIRMAN MILLS: Sure. State your name
 9 again, please.
 10 MR. GILLIS: Reggie Gillis, Harbor
 11 Links, 11806.
 12 My one question is, a lot of this
 13 discussion has been about the negative and
 14 about all the potential loss, but will the
 15 analysis include potential positives?
 16 For example, the board member is
 17 concerned about what the golf course is doing.
 18 Someone is taking a look at potential market
 19 that you could go into the -- the questions to
 20 Zack was centered around the one percent re-
 21 investment.
 22 But the sale itself, in that discussion
 23 about should you or should you not do it,
 24 could also involve what you might want to do
 25 with the clubhouse if the investment were

1 larger.
 2 So my general question is, is the
 3 analysis looking at, you know, how bad things
 4 could be, or the other side of it is, you
 5 know, why aren't so many other private
 6 investors so interested not from a real estate
 7 standpoint, but it is a golf course for the
 8 last several years, why have they been so
 9 interested in this golf course?
 10 And those things are beyond simply
 11 purchasing the golf course. They're about
 12 reinvestment and about what you can do in the
 13 long run.
 14 So my general question is, will that
 15 analysis include that and not just focusing on
 16 the potential downside.
 17 CHAIRMAN MILLS: And my sense -- and
 18 anybody can chime in as well -- we've had
 19 conversations about things like capital
 20 improvements and what it would take to go from
 21 a currently net operating loss to a profit,
 22 and those will be all part of when we get
 23 further down the road, things that we'll look
 24 for the consultants and others to provide
 25 feedback and guidance on what we can do to

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1 improve it from property to --
 2 MR. GILLIS: The motives of the
 3 consultants may not be what community want
 4 long term. That's why I suggest some other
 5 input.
 6 CHAIRMAN MILLS: We had a conversation
 7 at the workshop, Reggie, again, further down
 8 the road of if, in fact, at the conclusion of
 9 this due diligence we do ultimately purchase
 10 the property, at that point it would be
 11 appropriate to engage a resident advisory
 12 board that would help us with those kinds of
 13 issues.
 14 As Mr. Ross stated previously, it's
 15 premature now to do that for a lot of reasons,
 16 but if we become the owners, that's the time
 17 when we'll look to folks like yourself maybe
 18 or, you know, some other folks that have some
 19 good input and can provide that to us.
 20 So I think that's further down the road.
 21 MS. GRIFFITH: Can I add, though, to
 22 that?
 23 I agree the golf course has tremendous
 24 potential. I think that's why we had Green
 25 Golf partners show their interest in the golf

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1 course. We have heard from numerous residents
 2 with regard to their ideas of what they would
 3 do. I know what I would do.
 4 So I would say, talk to Zack and his
 5 team. It sounds like they're in it to turn
 6 this thing around and make it the best golf
 7 course it can be.
 8 I would say also to the residents, stop
 9 going to the Eagles, golf local. Right? So
 10 with that said, I would say that for the next
 11 four years, Zack -- you know, Zack is our guy
 12 to help us turn this around whether we own it
 13 or not.
 14 We want -- we do want to see that golf
 15 course turn around.
 16 CHAIRMAN MILLS: Okay. Moving along,
 17 we're going to go back up to the field
 18 manager's report.
 19 MR. MAYS: You've got another comment
 20 over there, Mr. Mills.
 21 CHAIRMAN MILLS: Oh, I'm sorry.
 22 MR. JOHNSON: Ross Johnson (phonetic)
 23 12409 Asheville. I had to miss the first part
 24 of the meeting. But given the discussion in
 25 the first part of the meeting, it seems like

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1 the intent is you really want to purchase the
 2 golf course.
 3 Do we -- do you currently hold the right
 4 of first refusal?
 5 MS. McCORMICK: Not now.
 6 CHAIRMAN MILLS: Not currently, no.
 7 MR. JOHNSON: So what happens if someone
 8 walks down with a check?
 9 CHAIRMAN MILLS: One of the reasons we
 10 want to get -- we're going to attempt to get
 11 it under the contract.
 12 Our understanding is that it would give
 13 us the ability to go through the due
 14 diligence, but, you know --
 15 MR. CHESNEY: I think if that happens,
 16 we're in the same situation we currently are.
 17 We have a private owner that owns the golf
 18 course in Westchase.
 19 MR. JOHNSON: So you don't know what he
 20 want to do with it.
 21 CHAIRMAN MILLS: Yes. Correct.
 22 Yes, ma'am.
 23 MS. COOLIDGE: My name is Lynn Coolidge,
 24 and I live at 12109 Glenclyff Circle. My
 25 question is related to the lack of line items

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1 on this long list on the subject of the
 2 discussion of the golf course and the
 3 establish protocol of identifying and
 4 evaluating possible future uses of the golf
 5 course property.
 6 Does that mean other than a golf course?
 7 CHAIRMAN MILLS: Do you want to address
 8 that?
 9 MR. ROSS: I'm the one who put that on
 10 the list. There has been discussion by some
 11 residents that they think that the use should
 12 be something other than a golf course, and so
 13 that those people feel like they have a voice,
 14 I think they should have the opportunity to
 15 articulate that.
 16 So, yes, that's what it is intended to
 17 say, that once we get to that point -- and
 18 we're not there -- we're not there -- so, for
 19 example, if we make an offer and we're turned
 20 down and the person sells it to somebody else,
 21 there is no sense in wasting time and energy
 22 talking about that.
 23 But once we get to whatever appropriate
 24 point in time, I think we should make sure
 25 that everybody feels like they had a chance to

1 give their two cents as to what their
 2 particular vision is.
 3 MS. COOLIDGE: It won't be used for
 4 housing? It will for uses other than housing?
 5 MR. ROSS: If I could complete my
 6 thought, and thank you for sharpening my too
 7 broad of an answer, one of the reasons that I
 8 have advocated the pursuit of the golf course
 9 for exactly what you're saying, I don't want
 10 personally an outside interest determining what
 11 is the future use of that golf course, and
 12 specifically the example that you gave, some
 13 sort of multi-family housing, whether it's
 14 apartments, condos or whatever.
 15 And we can debate how likely or unlikely
 16 that might be, but I don't want that to
 17 happen, and I don't think that's in the best
 18 interest of the community.
 19 So when I talk about alternative uses,
 20 the most common one that I've heard is, some
 21 other form of recreational use.
 22 In fact, the district can only buy it if
 23 it was recreational. We can't engage in money-
 24 making ventures like developing ventures like
 25 developing apartments and stuff like that.

1 And so there was some discussion about
 2 something like a linear park, a jogging path,
 3 a bike path, you know, something like that.
 4 MS. COOLIDGE: Thank you.
 5 CHAIRMAN MILLS: Sure. Yes, ma'am.
 6 MS. BUCHANAN: Suzanne Buchanan, 10429
 7 Greenhedges Drive. I really appreciate you
 8 guys. This is my first meeting. I have not
 9 ever bought a golf course before.
 10 It's very enlightening. We live on the
 11 sixth fairway, so we get hit a lot. It was a
 12 stupid place to buy, but anyway -- but
 13 softening the course would be awesome.
 14 I don't know if you guys give out any
 15 decorum information to play. We've notice
 16 that some of the language and behavior has
 17 been somewhat interesting, to say the least.
 18 We've had people in our backyards
 19 looking for balls, and I've been like, "Excuse
 20 me, this is private property," and we've been
 21 given the middle finger at times and filthy
 22 language.
 23 So if we were to buy it, if we could
 24 have -- if we're going to pay more money to
 25 live on the course, it would be really

1 appreciated if we had some kind of fencing or
 2 something to kind of make our Sunday
 3 afternoons a little nicer without extra
 4 (inaudible).
 5 My second point is, I can't always make
 6 it to meetings. Are we going to have a very
 7 good way of communicating to the community,
 8 updates about this process, I'm assuming the
 9 minutes are available on the website or
 10 something?
 11 CHAIRMAN MILLS: Yes, they are. And
 12 Chris Barrett is here from the WOW, and he
 13 reports on a regular basis.
 14 MS. BUCHANAN: Okay.
 15 MR. BARRETT: It's thrown in front of
 16 your house.
 17 MS. COOLIDGE: I read it religiously.
 18 MR. BARRETT: There was another reader
 19 back here before.
 20 MS. COOLIDGE: But like an email update
 21 to all the residents, because I know half my
 22 neighbors aren't here.
 23 So how are we going to be kept abreast
 24 of all of this, especially if there is a
 25 decision to be made?

1 CHAIRMAN MILLS: Well, as we stated
 2 earlier, we are not able to communicate with
 3 each other between meetings, so it really is
 4 going to be at meetings like this where we
 5 conduct this business and continue this
 6 process in the open for everyone that is so
 7 inclined and/or is reported on ably by the
 8 WOW.
 9 So, yes, sir.
 10 MR. JOHNSON: Back to my first question
 11 on the right of first refusal, if someone were
 12 to make an offer in the next short period of
 13 time, what is the status of the golf course
 14 for zoning, given the fact that if someone
 15 said, "I'm going to buy the place" and want to
 16 built a bunch of houses or residential?
 17 Is the golf course a separate zoning
 18 situation that they would be prevented from
 19 doing that without going before the
 20 Hillsborough County Board?
 21 MS. McCORMICK: Well, all of the
 22 Westchase community is part of one planned
 23 development zoning district, and the golf
 24 course property currently is zoned as a golf
 25 course.

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1 So in order for them to do a difficult
 2 use on the property, they would have to apply
 3 for a modification of the planned development.
 4 MR. JOHNSON: So it would have to go
 5 before the Hillsborough County board.
 6 MS. McCORMICK: Yes, it would have to go
 7 before the board of county commissioners.
 8 MR. JOHNSON: So you could object to it
 9 if you want to.
 10 CHAIRMAN MILLS: Yes. Mr. O'Brien.
 11 MR. O'BRIEN: In view of the fact there
 12 is six months involved here, my suggestion is
 13 that the day when -- if it is signed in six
 14 months from today or whatever, say, the end of
 15 August or something, it's signed.
 16 You know, Westchase residents should see
 17 that new vision starting from that day. So my
 18 suggestion is, it may -- and it's just a
 19 suggestion -- that the first three months
 20 should be exploring and due diligence and all
 21 that, but then by the end of that halfway
 22 period, after three months, we should be
 23 getting closer, saying, "Yeah, we can do this.
 24 We an make this happen."
 25 And the second three months would be,

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1 let's get operational and let's get all these
 2 things get done so that on day one when we
 3 sign -- when Westchase signs, that the course
 4 will be -- some changes will be made, but that
 5 a lot of benefits would start flowing that
 6 first day that Westchase takes it over.
 7 And, now, if we're just going to wait
 8 until we sign and say, you know, what -- I'm
 9 saying, I think it's not a good thing just to
 10 hold back for six months and not get stuff
 11 done in the meantime to make it operational
 12 and make it better.
 13 CHAIRMAN MILLS: Thank you. Okay.
 14 Let's move on to the manager's report.
 15 MR. MENDENHALL: Field report.
 16 CHAIRMAN MILLS: Field report.
 17 MR. MAYS: Just a couple of minor
 18 things. As we talked about it in the workshop
 19 the other day, the Eagle Scout project that
 20 George Doster was working on I think has ran
 21 into some issues and some time restraints for
 22 him to get it done in time, so he has asked me
 23 to tell the board -- or asked the board for
 24 permission.
 25 He would like to change his Eagle Scout

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1 project to library -- those little take-a-book
 2 and give-a-book libraries like the one we have
 3 already in West Park Village.
 4 He would like to put one in Glendriff
 5 Park and one in Baybridge Park. And I told
 6 him I would bring it to the board's attention.
 7 I think it's a good idea. The one in West
 8 Park Village has been very successful, and the
 9 more we can, you know, get these kids out
 10 reading, the better it is for the community
 11 and children themselves.
 12 So I would like to see if the board
 13 would be interested in approving that for
 14 George.
 15 CHAIRMAN MILLS: Mr. Ross.
 16 MR. ROSS: I move that we approve the
 17 request with the proviso that the field
 18 manager work with the resident in implementing
 19 and making sure that all appropriate
 20 precautions are undertaken.
 21 MR. LEWIS: Second.
 22 CHAIRMAN MILLS: Second by Mr. Lewis.
 23 MR. MAYS: And I did forget to mention
 24 that he is raising the funds to prepare for --
 25 to prepare for the whole project, so he

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1 wouldn't need any help from the board.
 2 CHAIRMAN MILLS: Okay. We have a
 3 motion, seconded. Any discussion?
 4 (No response.)
 5 CHAIRMAN MILLS: All in favor.
 6 (All board members signify in the
 7 affirmative.)
 8 CHAIRMAN MILLS: Motion passes five to
 9 zero.
 10 (Motion passes.)
 11 MR. MAYS: The second thing is, is
 12 nothing really pertaining to, you know, not
 13 necessarily my job, but just want to bring up
 14 something.
 15 Earlier, the board discussed a lot about
 16 landscaping when Neale was here, and I didn't
 17 feel like it was the time to bring it up with
 18 all the residents here, because they were in a
 19 hurry, a lot of them wanted to get out of
 20 here, they wanted to talk about the golf.
 21 But I have been here a long time. I
 22 have been through every landscape company
 23 that's been out here. I've had -- probably
 24 for every complaint you've got, I've got two
 25 compliments from residents that think this

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1 community is a beautiful community.
 2 They come to our office as new residents
 3 and like to tell us, you know, they bought in
 4 this community because of how well it's
 5 maintained.
 6 Yes, all the landscape companies that
 7 we've had on this property the 13 years that
 8 I've been here, they'll leave a weed or two
 9 around, there will be a weed in the bush.
 10 Nobody is perfect on this stuff. I can
 11 probably go to you all's houses and pick them
 12 apart, too, and my understanding is, that's
 13 what Neale was here to do.
 14 Yes, we have outdated plant material,
 15 and that's what we're here to do, re-landscape
 16 the property, make some changes, put a few
 17 dollars into this property.
 18 But under my -- I mean, I feel like
 19 Davey has done a good job for this property
 20 for the cost, with the amount of staff that
 21 they have. And I just wanted to let the board
 22 know that that's my feelings on how this
 23 community looks. So just want to put that out
 24 there.
 25 CHAIRMAN MILLS: Thank you.

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1 MR. MAYS: And I think Sonny's got a
 2 couple of things that she needs to address
 3 also.
 4 MS. WHYTE: Again, my apologies for the
 5 lateness in getting everything back to you. I
 6 had a family emergency.
 7 Irish 31 has requested, March 10th, to
 8 use the West Park Village Center Park for a
 9 free community-wide event. They hosted it
 10 last year, and they would like the board's
 11 blessing to allow them to do it again this
 12 year.
 13 It was a very successful event last
 14 year. It is a little larger this year.
 15 There's going to be -- my understanding is
 16 they're involved with the Lightning, they're
 17 involved with the Tampa Bay Bucs.
 18 They're going to be joining along with
 19 some events, but it is a free community event,
 20 March 10th, from 12:00 till 4:00, West Park
 21 Village, if the board chooses to approve the
 22 usage.
 23 CHAIRMAN MILLS: Motion?
 24 MR. LEWIS: I'll make the motion to
 25 approve --

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1 CHAIRMAN MILLS: Okay.
 2 MR. LEWIS: -- provided that it's very
 3 similar to last year.
 4 MS. WHYTE: Yes, it is. I have all the
 5 insurances and everything. I will be getting
 6 all of that if the board so approves it.
 7 MS. GRIFFITH: Second.
 8 CHAIRMAN MILLS: Second by Ms. Griffith.
 9 Any discussion?
 10 (No response.)
 11 CHAIRMAN MILLS: All in favor.
 12 (All board members signify in the
 13 affirmative.)
 14 CHAIRMAN MILLS: Five to zero.
 15 (Motion passes.)
 16 MS. WHYTE: Thank you. You've all seen
 17 the little report I sent out this afternoon.
 18 Anybody have any question on that?
 19 (No response.)
 20 MS. WHYTE: It was very brief.
 21 Basically Baybridge Park, all that is
 22 completed. We're meeting with Dynamo Canada.
 23 Where is Erin? It was sent out this afternoon
 24 onto DropBox.
 25 CHAIRMAN MILLS: By email or just

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1 DropBox?
 2 MS. WHYTE: Just on DropBox, under
 3 "Field Office Report."
 4 CHAIRMAN MILLS: Oh, okay.
 5 MS. WHYTE: We're meeting with Dynamo
 6 tomorrow morning at 11:00. The people from
 7 Canada are in. They're also, my
 8 understanding, bringing the gentleman who did
 9 the Pour and Play, so we'll have a better
 10 answer or an update for you at next month's
 11 meeting.
 12 But we're meeting with them tomorrow.
 13 Hold on. My computer keeps going to sleep.
 14 Keswick Forest subdivision over here off of
 15 Countryway have approached Doug and our office
 16 to put some lighting in, where they've asked
 17 us to explore solar.
 18 So we're working on giving them some
 19 ideas on cost. We did mention to them that
 20 they might want to wait to see where the board
 21 goes with their future projects, but, at this
 22 point, they just wanted an update as to
 23 financially how much it would be so that they
 24 can go to their community and say, "Would you
 25 be interested in spending this type of money"

1 within their community. Again, it's an update
 2 we can give you in the future.
 3 MR. CHESNEY: Did we charge Radcliffe
 4 for theirs specifically?
 5 MS. WHYTE: Yes. Yes. They were the
 6 first community.
 7 MR. CHESNEY: I know we did signs and
 8 stuff --
 9 MS. WHYTE: We did the Vineyards as
 10 well. We just did the Vineyards. They paid
 11 for it out of their account.
 12 And then, of course, lastly, the biggest
 13 one is West Park Village. I uploaded Arete
 14 Industries proposal, which is a company that
 15 has given us a proposal to put in the new
 16 signage for West Park Village.
 17 And I would like the -- if we go forward
 18 with this, I would also like the board's
 19 blessing. The county is willing to give us
 20 the signage that we need. In this particular
 21 case, 62 stop signs, 25 speed limits signs --
 22 and I'll give you the list -- handicapped
 23 signs, do not enter signs, one way signs, all
 24 of that, as long as we supply them with a
 25 letter of letting them know what we're doing

1 them, which is pretty straight forward.
 2 We're going to be adding them to the
 3 balance of the Arete Industries proposal,
 4 which comes in at a final amount of one thirty
 5 four nine twenty five. That is the DOT
 6 requirement for all signages in West Park
 7 Village due to the standards have changed
 8 since they were implemented.
 9 We cannot use the existing signs. All
 10 code has changed. So any discussions from the
 11 board, any feedback, anything you would like
 12 me to work on or not work on?
 13 MR. LEWIS: Did I recall from last
 14 month's meeting or the meeting before that we
 15 are maybe looking to maybe do that in stages?
 16 MS. WHYTE: Unfortunately, it would be
 17 very difficult to do that. The cost would go
 18 up substantially, because you're going to
 19 split it up into sections. It would be the
 20 installation price would go up considerably.
 21 MR. CHESNEY: I think I might have made
 22 the suggestion that we can charge the
 23 residents over a number of years.
 24 MR. LEWIS: Okay.
 25 MR. CHESNEY: That might have been what

1 you're --
 2 MR. LEWIS: Yes, maybe it was. I just
 3 remember there being -- it's not just a "Bam."
 4 MS. WHYTE: No. I did look at their
 5 fund balance, and I did request, as I
 6 indicated earlier, Mary, who is our accountant,
 7 to give me an unassigned fund balance, because
 8 they also -- we assess for the alleyways, so
 9 I'm just waiting to hear those numbers.
 10 They do have a very good fund balance.
 11 So it might not be as bad as we originally
 12 thought.
 13 MR. CHESNEY: I think the reason they
 14 have a good fund balance, too, is I think we
 15 -- the alleyway came in less than proposed.
 16 MS. WHYTE: Yeah, there was -- so once I
 17 have those numbers, it will give -- I was kind
 18 of hoping to get them from her today, but I,
 19 at this point, when I left the office, I
 20 hadn't received them.
 21 MS. GRIFFITH: And, Sonny, did you say
 22 when the work would be done?
 23 MS. WHYTE: We can go forth -- once I
 24 commit to the county, once I send that letter
 25 to the county, they'll fabricate the signs, I

1 will then commit to Arete Industries and have
 2 them order the parts.
 3 I would probably say -- Doug, what do we
 4 usually look at? Six to eight weeks?
 5 MR. MAYS: Six to eight weeks.
 6 MS. WHYTE: Usually when you're ordering
 7 parts and stuff like that, it's six to eight
 8 weeks. I will -- I've already talked to
 9 Tonja. Tonja is familiar with this proposal.
 10 MS. McCORMICK: Are we paying sales tax
 11 on this, or is --
 12 MS. WHYTE: Not that I'm aware of.
 13 MS. McCORMICK: So we're purchasing this
 14 directly from Arete --
 15 MS. WHYTE: Yes.
 16 MS. McCORMICK: -- the signage?
 17 MS. WHYTE: Yes.
 18 MS. McCORMICK: So we should be able to
 19 use our tax exempt I.D. number, so we don't
 20 pay sales tax.
 21 MS. WHYTE: Yes.
 22 MS. McCORMICK: And so I would recommend
 23 that we also put this, though, in a standard
 24 form of contract that the district uses.
 25 Is that what we're planning on doing, as

1 opposed to just signing the proposal?
 2 MS. WHYTE: Usually when we do things
 3 like -- we have not done that before, I don't
 4 believe, that I'm aware of --
 5 MS. McCORMICK: Yeah, we should --
 6 MS. WHYTE: -- but if you can --
 7 certainly it's up to the board's decision as
 8 to how you want to handle it.
 9 CHAIRMAN MILLS: There are no taxes on
 10 the quote?
 11 MS. WHYTE: No.
 12 MS. McCORMICK: It doesn't -- no, it
 13 doesn't look like --
 14 MS. WHYTE: We've worked with them on
 15 many of our other signages. They actually did
 16 the bridge signage and stuff like that, this
 17 company.
 18 CHAIRMAN MILLS: And, Erin, we did
 19 confirm that this is under the RFP-required
 20 threshold dollar amount.
 21 MS. McCORMICK: Right. It is.
 22 MS. WHYTE: Correct.
 23 CHAIRMAN MILLS: And the board did
 24 previously identify this as a reflectivity
 25 break-away safety issue --

1 MS. WHYTE: Oh, absolutely. Some of the
 2 signs are --
 3 CHAIRMAN MILLS: -- in case of emergency
 4 to move forward. And so it sounds like all
 5 the pieces are falling into place between the
 6 county assisting with the signage. They can
 7 provide the number coming in under a
 8 threshold, so --
 9 MS. WHYTE: As you can see, the original
 10 proposal had the numbers -- we thought it
 11 would come in much higher, but the discount on
 12 the signs alone that we're getting from the
 13 county is almost \$16,000 --
 14 CHAIRMAN MILLS: Okay.
 15 MS. WHYTE: -- which is a substantial
 16 savings.
 17 CHAIRMAN MILLS: Okay. Mr. Ross.
 18 MR. ROSS: I move that we authorize the
 19 execution of a contract in accordance with
 20 legal counsel's recommendation for proceeding
 21 with the project, and then in that regard,
 22 authorizing the provision of the letter to the
 23 county to obtain the product -- approved
 24 product. I don't know the right term or
 25 whatever --

1 CHAIRMAN MILLS: Signs.
 2 MR. ROSS: Signs. Thank you.
 3 MS. GRIFFITH: Second.
 4 CHAIRMAN MILLS: Second by Ms. Griffith.
 5 Any discussion?
 6 MR. CHESNEY: Can I ask, do you know
 7 what the fund balance is currently? You said
 8 it was healthy.
 9 MS. WHYTE: It was healthy. It's in the
 10 hundred and ten and up.
 11 MR. CHESNEY: The total?
 12 MS. WHYTE: Uh-huh, which Andy can
 13 probably --
 14 MR. MENDENHALL: I might have it.
 15 MS. WHYTE: I have it on -- I can pull
 16 it up if you don't have it handy. I believe
 17 it was in the -- it's one of the -- it's not
 18 105. Keep going.
 19 MR. MENDENHALL: Let's see here.
 20 MS. WHYTE: It's this one. 32A, 4A, 5A.
 21 So that's about --
 22 MR. CHESNEY: Well, why don't you break
 23 it out?
 24 MR. MENDENHALL: Well, that's --
 25 MS. WHYTE: Well, that's unassigned, so

1 it's close to that, depending on what --
 2 MR. MENDENHALL: Well, it depends. It
 3 depends, because you have tax revenue dollars
 4 that come in also that drops into that number.
 5 We can find out.
 6 MR. CHESNEY: You didn't say an amount.
 7 MR. MENDENHALL: Oh, I'm sorry. I
 8 thought Sonny had said it to you.
 9 Currently it looks like you have 70,868
 10 as the excess -- well --
 11 MS. WHYTE: It's very difficult to read
 12 that.
 13 MR. CHESNEY: Well, you can tell me all
 14 the numbers, too.
 15 MR. MENDENHALL: Yes. Your ending fund
 16 balance is one eighty three one seventy two,
 17 but that's going to include --
 18 MR. CHESNEY: I understand.
 19 MR. MENDENHALL: -- all your tax
 20 revenues that come in --
 21 MR. CHESNEY: I understand.
 22 MR. MENDENHALL: -- so far.
 23 MR. CHESNEY: All your tax revenues that
 24 come in --
 25 MR. MENDENHALL: Yeah, because when you

1 get --

2 MR. CHESNEY: Oh, because we're in the

3 time period that's collecting money. Okay.

4 MR. MENDENHALL: We're in the six months

5 that we're collecting checks.

6 MS. WHYTE: It's a good, healthy --

7 MR. CHESNEY: What is the breakout,

8 though, between the alleyways and unassigned?

9 MR. MENDENHALL: This doesn't have the

10 unassigned.

11 MS. WHYTE: Doesn't have the unassigned.

12 That's why I asked for it.

13 MR. CHESNEY: 183,000, that's fairly

14 substantial since you just paved it.

15 MR. MENDENHALL: Yeah.

16 CHAIRMAN MILLS: Okay. Any further

17 discussion?

18 (No response.)

19 CHAIRMAN MILLS: All in favor.

20 (All board members signify in the

21 affirmative.)

22 CHAIRMAN MILLS: Passes five to zero.

23 MS. WHYTE: Thank you.

24 (Motion passes.)

25 MS. WHYTE: And lastly but not least,

1 last month Doug was asked to get shade

2 structures pricing proposals. Just FYI, I've

3 sent them off. I received a phone call

4 yesterday from the voting member of Glenclyff,

5 and I uploaded it to your DropBox.

6 The resident said she polled, we're not

7 in favor of a shade structure at the -- just

8 their opinion is, they do not want to see it.

9 They are not in favor of it.

10 So I put her email onto your DropBox

11 files for you to review.

12 MS. GRIFFITH: So I have not seen that

13 email.

14 MS. WHYTE: Literally, I just got it

15 earlier, and I uploaded it, so --

16 MS. GRIFFITH: So I hadn't seen it.

17 But, first of all, thank you for doing that,

18 taking the time and getting the quote for the

19 shade structures.

20 I did meet with a couple of Glenclyff

21 residents and explained sort of the logic

22 behind wanting to put shade structures --

23 proposing shade structures at Glenclyff.

24 During the soccer games you see coaches

25 sort of bringing in these tent structures and

1 then disassembling them, so the idea was to

2 have shade structures for the kids.

3 And I will say despite not reading the

4 feedback, I'm actually withdrawing my

5 proposal.

6 MS. WHYTE: Okay.

7 MS. GRIFFITH: I've had a change of

8 heart.

9 CHAIRMAN MILLS: And we deferred this

10 from last month because you were not present,

11 so --

12 MS. GRIFFITH: Thank you. Yes.

13 MR. LEWIS: And I did follow up with the

14 WSA, and they were in favor of it, but --

15 MS. GRIFFITH: They were. They were,

16 but --

17 CHAIRMAN MILLS: Okay. Thank you.

18 Sonny, anything else?

19 MS. WHYTE: No.

20 AUDIENCE SPEAKER: Does that means it's

21 not going to happen?

22 CHAIRMAN MILLS: That's correct.

23 AUDIENCE SPEAKER: Oh, okay.

24 CHAIRMAN MILLS: That request has been

25 withdrawn.

1 MR. LEWIS: I have a question. Doug,

2 any more follow-up on a potential slide there

3 at Glenclyff?

4 MR. MAYS: That's what we're going to

5 talk about tomorrow.

6 MS. WHYTE: Tomorrow.

7 MR. LEWIS: Oh, you are. Okay.

8 MS. WHYTE: We'll get to those

9 proposals.

10 MR. MAYS: That's one of the

11 representatives from Dynamo is coming down to

12 look at that and the repair.

13 MR. LEWIS: Gotcha. Thank you.

14 MS. WHYTE: He's prepared to bring a

15 proposal and a design and everything with him.

16 MR. LEWIS: Great.

17 CHAIRMAN MILLS: Anything else?

18 MS. WHYTE: Not from us, unless you have

19 something for us.

20 AUDIENCE SPEAKER: I would like to say

21 that Glenclyff Park, it's amazing how many

22 people use that park. It looks like there is

23 not much going on there because there is

24 usually really not a lot of things in there --

25 but it is used all the time. I live on that

1 street. It's great. Lots of happy --
 2 MS. WHYTE: Thank you.
 3 MR. MAYS: Yeah, we're seeing it well
 4 used.
 5 MS. WHYTE: It's a different type of
 6 structure. Thank you.
 7 CHAIRMAN MILLS: At this point on the
 8 agenda, it's audience comments. Anything we
 9 have not addressed?
 10 (No response.)
 11 CHAIRMAN MILLS: okay. Just checking it
 12 off.
 13 Next is supervisor requests. I'll start
 14 down at the end. Mr. Ross.
 15 MR. ROSS: I always have to go first.
 16 I shared this anecdote with Doug Mays,
 17 and I wanted to share this with the board as
 18 well.
 19 I had somebody from the county out
 20 working on the water meter at my house, and me
 21 being me I start chit-chatting with the guy,
 22 and we're talking about all kinds of stuff,
 23 and we get into the reclaimed work, and on and
 24 on and on.
 25 The gentleman didn't know I was a

1 And I should apologize to you. If anything I
 2 said in this landscaping process that caused
 3 you to think I thought you were doing a bad
 4 job or that the community looked anything less
 5 than that, shame on me.
 6 I think we all know me by now. I got a
 7 craw in my sides about these hedges and about
 8 some of our parks and some of the performance
 9 of Davey, but I don't see that as a reflection
 10 of you.
 11 I've seen you out there too many times
 12 working with Davey. I believe you've got a
 13 good working relationship, but I think there
 14 is nothing wrong with us being self evaluative
 15 in saying, hey, we can lift our game.
 16 So I want to emphasize to you, if in my
 17 hyperbole or blustering I said something that
 18 bothered you or upset you, shame on me,
 19 because I really think you do a great job, and
 20 the community is very, very fortunate to have
 21 you on our staff, very, very fortunate.
 22 That's it.
 23 CHAIRMAN MILLS: Ms. Griffith.
 24 MS. GRIFFITH: I was actually -- thank
 25 you. I agree with that wholeheartedly. In

1 supervisor, and he, out of the blue,
 2 volunteered, "Oh, yeah, we work with the guy
 3 at the CDD. His name is Doug." And he pays
 4 this great compliment about how great he is to
 5 work with, how responsive he is, how good he
 6 is at providing direction, and just the
 7 working relationship that they have with them,
 8 and I'm sure it was Sonny as well.
 9 You didn't get mentioned. Just Doug got
 10 mentioned by name. So at some point, I let
 11 him know I was a supervisor and I appreciated
 12 the feedback. And it still didn't change his
 13 opinion of Doug.
 14 But I just wanted the board to know that
 15 this pure happenstance incident somebody out
 16 of the county is saying good stuff about our
 17 staff and the way they work.
 18 And related to that, I was listening
 19 closely to Doug's earlier remarks a few
 20 minutes about the community. And I'll state
 21 publicly I agree with him. I think the
 22 community looks great in the general sense. I
 23 think it looks beautiful.
 24 I think when people come through here
 25 they talk about how good the community looks.


1 fact, on my drive over here today, I saw in
 2 front of one of the communities that they're
 3 digging something up.
 4 And I thought this community always has
 5 something going on. How do Doug and Sonny
 6 stay on top of it all? And, you know, when I
 7 first joined the board, I thought, you know
 8 what. I'm going to -- I've just been there
 9 and I'm going to figure it all out.
 10 And then it didn't take me long for me
 11 to realize I don't need to. You guys got it,
 12 so --
 13 MR. MAYS: We try.
 14 MS. GRIFFITH: -- thank you.
 15 CHAIRMAN MILLS: That's it.
 16 MS. GRIFFITH: That's it.
 17 CHAIRMAN MILLS: Mr. Lewis.
 18 MR. BARRETT: When you guys are done, if
 19 you would come back to audience comments for
 20 one second, please. It's a nice thing.
 21 CHAIRMAN MILLS: In that case, maybe.
 22 MR. LEWIS: I'll go later. Go ahead.
 23 MR. BARRETT: Thank you. As you know, I
 24 sent the real estate data to you earlier
 25 today, those of you who checked your email or

1 not.
 2 I don't necessarily attribute -- for
 3 those of you who are wondering, we look at
 4 real estate values for the March edition of
 5 the WOW, and for the first time since we've
 6 expanded into some northwest communities,
 7 we're looking at north of here.
 8 And what's really evident to me in
 9 looking at that data is that Westchase home
 10 values, in some cases, are significantly
 11 higher than homes that you would think just
 12 north of us that are younger and they're also
 13 neotraditional, you would think they'd be more
 14 expensive. And on a square-foot basis, the
 15 homes in the Bridges are more expensive than
 16 those.
 17 And I know we had a consultant in
 18 saying, you know, attributing much of that to
 19 the fact that we're a golf course community.
 20 I don't necessarily agree.
 21 I attribute it to the fact that we have
 22 a great HOA and a great CDD, and, in
 23 particular, Doug and Sonny and how much you
 24 people are on top of things. And I know that,
 25 you know, I'm the first person to complain

1 about how something looks, and I know that
 2 drives some people crazy, but I wanted to say
 3 that I looked at those numbers, and I say this
 4 -- we're a really great community, and it's
 5 reflected in our home values because of our
 6 two government agencies that are working on
 7 behalf of residents.
 8 I don't say that very often, but I just
 9 wanted to pay you that compliment.
 10 CHAIRMAN MILLS: Thank you. Mr. Lewis.
 11 MR. LEWIS: If this golf course purchase
 12 goes through, can I operate the mower on the
 13 fairway?
 14 CHAIRMAN MILLS: Mr. Chesney.
 15 MR. LEWIS: That's all I got.
 16 MR. CHESNEY: I don't have anything.
 17 CHAIRMAN MILLS: All right. And then
 18 I'll echo the comments about staff as well.
 19 You know, because -- to Mr. Ross' point, just
 20 because we identify things and want them to be
 21 better doesn't mean they're not good now.
 22 Right? But, you know, don't come looking for
 23 weeds in my yard until after this weekend.
 24 Now I know I've got to get out there and
 25 make sure I'm okay. But you guys do a great

1 job, and we appreciate it.
 2 The last item I have, last month, you
 3 weren't here, we had a presentation from the
 4 Kingsford folks about a petition that they
 5 presented to the board, and I asked Andy to
 6 follow up with you and make sure you got a
 7 copy of that and had a conversation with him.
 8 I explained to them that we couldn't or
 9 I couldn't have that conversation with you,
 10 and I just wanted to close the loop on that
 11 and make sure that commitment I made to them
 12 was complete.
 13 MS. GRIFFITH: Yes.
 14 MR. MENDENHALL: (Moves head up and
 15 down.)
 16 CHAIRMAN MILLS: Okay. All right. With
 17 that, a motion to adjourn would be
 18 appropriate.
 19 MR. CHESNEY: So moved.
 20 CHAIRMAN MILLS: Second.
 21 MS. GRIFFITH: Second.
 22 CHAIRMAN MILLS: All in favor.
 23 (All board members signify in the
 24 affirmative, and the motion passes.)
 25 CHAIRMAN MILLS: Thanks, everyone, for

1 coming tonight.
 2 (At 7:00 p.m., the meeting adjourns.)
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James P. Mills, Chairman

REPORTER'S CERTIFICATE

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

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

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

DATED February 23, 2018.

Kimberly Ann Roberts
Notary Public
State of Florida at Large