

RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: March 6, 2018
TIME: 4:00 p.m. - 6:20 p.m.
PLACE: Westchase Community Association Office
10049 Parley Drive
Tampa, Florida

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

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1 APPEARANCES:
2 WESTCHASE COMMUNITY DEVELOPMENT
3 DISTRICT BOARD MEMBERS:

4 Jim Mills, Chairman
5 Greg Chesney
6 Matthew Lewis
7 Brian Ross
8 Barbara Hessler Griffith

9 ALSO PRESENT:

10 SEVERN TRENT SERVICES:

11 Andy Mendenhall

12 DISTRICT ATTORNEY:

13 Erin McCormick

14 DISTRICT ENGINEER:

15 Tonja Stewart

16 WESTCHASE STAFF:

17 Doug Mays
18 Sonny Whyte
19
20
21
22
23
24
25

1 The transcript of Westchase Community
2 Development District Board Meeting, on the 6th day
3 of March, 2018, at the Westchase Community
4 Association Office, 10049 Parley Drive, Tampa,
5 Florida, beginning at 4:00 p.m., reported by
6 Kimberly Ann Roberts, Notary Public in and for the
7 State of Florida at Large.

8 * * * * *

9 CHAIRMAN MILLS: This is the March 6th
10 regular meeting of the Westchase Community
11 Development District. Call the meeting to
12 order, and let the record reflect that all
13 supervisors, except for Mr. Chesney, are
14 present, and it's probably him pulling in now,
15 so we'll do the same thing to him.

16 But let's begin with the National Anthem
17 -- Pledge of Allegiance.

18 (The Pledge of Allegiance was recited.)

19 CHAIRMAN MILLS: Go ahead and let these
20 guys roll in. It must be 4:05. Supervisor
21 Chesney has arrived.

22 (Supervisor Chesney enters the room.)

23 CHAIRMAN MILLS: The record should also
24 reflect that District Counsel, Erin McCormick,
25 is present, District Manager, Andy Mendenhall

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1 is present, and staff is present as well.
 2 All right. So we're going to deviate a
 3 little bit from the agenda. We're going to go
 4 through the consent agenda first, but then I
 5 understand we've got residents from the Villas
 6 of Woodbridge here, so we're going to tackle
 7 that before we get into staff issues, out of
 8 respect for their time, so they don't have to
 9 sit here for the seven hours that we go
 10 through this every month. Okay?
 11 So we do have a consent agenda. If
 12 you'll recall, we did not get the January
 13 minutes correctly last month in time to
 14 properly approve them, so on this month's
 15 consent agenda, we have January's minutes and
 16 February's minutes, the monthly financial
 17 statements, and this month we also have
 18 request to accept the financial audit for our
 19 fiscal year of 2017. So it would be
 20 appropriate for a motion to approve that.
 21 MR. ROSS: Could I ask that the
 22 financial audit be removed from the consent
 23 agenda? I had a couple of questions or
 24 comments about it.
 25 CHAIRMAN MILLS: So do you feel they are

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1 questions that could be handled during
 2 discussion once a motion is made?
 3 MR. ROSS: Oh, sure. Sure. Okay.
 4 CHAIRMAN MILLS: Because I have
 5 questions as well.
 6 MR. ROSS: Okay. I'm sorry.
 7 CHAIRMAN MILLS: We can handle it as
 8 discussion.
 9 MR. ROSS: Sure.
 10 CHAIRMAN MILLS: And at that point, we
 11 can opt to remove it.
 12 MR. ROSS: Got it.
 13 CHAIRMAN MILLS: We need a motion to
 14 approve the consent agenda.
 15 MR. LEWIS: Motion to approve.
 16 CHAIRMAN MILLS: Motion to approve by
 17 Mr. Lewis.
 18 Second?
 19 MS. GRIFFITH: Second.
 20 CHAIRMAN MILLS: Second by Ms. Griffith.
 21 Discussion. Mr. Ross.
 22 MR. ROSS: With regard to the financial
 23 audit, it says in the notes that our bank
 24 account had been compromised, and I was
 25 wondering what was the status of resolving

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1 that, what was the underlying issue, who was
 2 involved, if we know, and what remedial steps,
 3 if any, have we taken to make sure that
 4 doesn't happen again?
 5 MR. MENDENHALL: I can find out. I can
 6 get those details for you.
 7 MR. CHESNEY: Okay. I was unaware of
 8 that. I have a suggestion. And when you do
 9 that, can you find out how much positive
 10 pay is. That will make that simpler. I know
 11 we do not currently do it, and that would be
 12 something you would have to do.
 13 MR. MENDENHALL: Gotcha.
 14 MR. ROSS: But you'll get all the
 15 circumstances as to why it happened --
 16 MR. MENDENHALL: Yes. All the details,
 17 yeah.
 18 MR. ROSS: -- and what we've done to fix
 19 it and all that good stuff.
 20 MR. MENDENHALL: No problem.
 21 MR. ROSS: The next question I had about
 22 it was, it seemed that the auditor was
 23 suggesting that we should contemplate paying
 24 off one or more of the bonds early.
 25 And I will direct my question to

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1 Mr. Chesney. Do you have any thoughts on
 2 that? Is it premature to be talking about
 3 that?
 4 MR. CHESNEY: Let me be frank. I
 5 haven't reviewed the audit this year, but I
 6 can tell you that the way the bonds are funded
 7 is, we have an escrow account that, in
 8 general, they were -- you pay off -- the
 9 escrow account will allow you to pay the bonds
 10 off one year earlier.
 11 Now, I'm somewhat surprised that the
 12 auditor would say that, because when we
 13 refinanced the bonds ten, twelve years ago,
 14 I'm pretty sure, from my hazy memory, that I
 15 got rid of the escrow accounts.
 16 MR. McCORMICK: Uh-huh.
 17 MR. CHESNEY: But I know there was one
 18 bond where we couldn't get insurance, and so
 19 that means that it would be in an escrow
 20 account, so it must be this bond. I will look
 21 into that and get back to you.
 22 MR. ROSS: To be clear -- I don't want
 23 to mislead you -- that the auditor didn't come
 24 out and say that we should do it, but just the
 25 way the auditor was commenting on how we done

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1 it before. It made me feel that the auditor
2 thought it was appropriate for a better
3 evaluation, if you will.
4 I think we have a bond coming up in '18,
5 '20 and '21.
6 MR. CHESNEY: Yeah, I will tell you, in
7 general, we pay them off early, because that
8 way, it goes back to the people that have been
9 paying the bond.
10 MR. ROSS: Right.
11 MR. CHESNEY: Because any excess goes
12 into the general fund.
13 MR. ROSS: And I actually think you're
14 great at --
15 MR. CHESNEY: Yeah, I just wasn't aware
16 of it. I mean, it's the first I've heard of
17 both of these things.
18 MR. ROSS: Okay. No other questions.
19 Thank you.
20 CHAIRMAN MILLS: Okay. Subject to that
21 information being funneled back, so you're
22 still okay with that pending motion?
23 MR. ROSS: Yes.
24 CHAIRMAN MILLS: Okay. My question was,
25 are there any issues or any abnormalities,

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1 Andy, in this audit at all that raised any --
2 MR. MENDENHALL: No.
3 CHAIRMAN MILLS: -- flags with you.
4 MR. MENDENHALL: No. Usually what
5 they'll do is, they'll ask our company to
6 provide any explanations of any issues that
7 are raised; they'll do that as comment. And
8 if you look at the letter on Page 27, it kind
9 of goes over the various laws and accounting
10 -- the accounting rules that you didn't fall
11 out of compliance with, so --
12 CHAIRMAN MILLS: Okay. Any other
13 supervisor questions on the audit?
14 MS. GRIFFITH: I have a question just in
15 terms of maybe process, maybe an education
16 question for me.
17 But when we're doing the audit, we're --
18 are we auditing the approved expenses, because
19 I learned that -- I think we just went through
20 a training to sort of automate how we pay our
21 invoices, things of that nature, which tells
22 me it's been somewhat manual in the past.
23 So is the auditor actually looking to
24 who we are writing checks to and that sort of
25 thing, or are they just really looking at

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1 numbers, going, "Yes, it balances"?
2 MR. MENDENHALL: They end up -- so what
3 they wind up checking on is they'll actually
4 look into contracts, payments made on
5 contracts, they'll actually research meeting
6 minutes to make sure that certain payments
7 were authorized, that sort of thing.
8 Now, whether they do it wholesale, I
9 don't think so. They are probably spot
10 checking it basically. But they will often
11 contact us and say, "Hey, where is the
12 approval in the meeting for this particular
13 invoice that went out," or they'll say, "Where
14 is the contract behind this progress payment
15 on the invoice," to make sure it was detailed
16 as it was paid.
17 MR. McCORMICK: Or if there was a
18 property transference, the information about
19 conveying the --
20 MR. MENDENHALL: They ask about, "Has
21 anything been acquired or anything sold in the
22 past year?" That's another big one.
23 MS. GRIFFITH: Right. Okay.
24 MR. MENDENHALL: But the short answer
25 is, yeah, they're looking over it or they're

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1 double checking payments, invoices, contracts,
2 but once again, more on a -- at least as I'm
3 aware of -- on a spot-check basis, so --
4 MS. GRIFFITH: So moving to an automated
5 -- to some technology around it, does that
6 help with audits? Does it kind of allow us to
7 maybe go a level deeper or --
8 MR. MENDENHALL: Well, I mean, it's your
9 auditor that's kind of determining what
10 they're looking for and what they're reporting
11 back on. So, in other words, you, as a board
12 -- and, you know, maybe this could be
13 something that changed -- but at least right
14 now, you, as a board, or us, as a management
15 company, don't go to them and say, "Hey, make
16 sure you check for this specifically," or
17 "Make sure that you -- you know, you go
18 through all the invoices and everything."
19 And they've got some set of guidelines
20 that they're using that's, I'm assuming,
21 number one, they're following the generally
22 accepted accounting principles, but they're
23 also doing what is typically done for other
24 special districts through Florida, because,
25 you know, that's kind of their expertise.

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1 And I'm sure they have some sort of a
 2 template that, you know, "Here is our
 3 checklist of items that we want to make sure
 4 we want to go through, here's what we want to
 5 report back on, and here's what we want to
 6 look in depth if we see something."
 7 MR. CHESNEY: And you should be
 8 receiving -- in the reports, there should be
 9 copies of checks. I mean, we did that a long
 10 time ago where --
 11 MR. MENDENHALL: In the financials
 12 themselves?
 13 MR. CHESNEY: Yeah. When they write
 14 checks, we have access to them, so we can all
 15 see them.
 16 MS. GRIFFITH: Really?
 17 MR. CHESNEY: Should be. They're in
 18 mine.
 19 MS. WHYTE: The accounting at Severn
 20 Trent has just gone into a program called
 21 Aved (phonetic).
 22 MR. MENDENHALL: Aved. Close.
 23 MS. WHYTE: Close enough. They just
 24 started doing that, and I know for a fact that
 25 the auditors have complete access to that, so

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1 they can go in and see any invoice, any
 2 request, any written remark, anything that's
 3 in the program.
 4 And I just recently got access to it,
 5 and I started today with my first day of
 6 sending all 35 invoices right through the
 7 program.
 8 MS. GRIFFITH: Good.
 9 MR. MENDENHALL: And on -- there's steps
 10 and steps and --
 11 MR. MENDENHALL: Yeah. I was going to
 12 give the board a little bit of detail on that
 13 because we haven't talked about it that much.
 14 The Aved system is really just a
 15 much more technology-based system for paying
 16 the invoices. So in many of our districts,
 17 the process would be field manager, or I, as
 18 the district manager, would receive invoices,
 19 okay it, code it, and then send it off to
 20 accounts payable where, of course, they
 21 process the check.
 22 This system, as you can probably
 23 imagine, is more computer-based, so what
 24 happens is, the invoices can still come to a
 25 field manager, me, but typically what is

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1 winding up happening is we're having them sent
 2 directly to Coral Springs where they're
 3 entered into a system, which somebody like
 4 Sonny or somebody like myself, we go into
 5 there.
 6 In your queue, you have X amounts of
 7 invoices, which you can go through and
 8 manually approve questions, and it creates
 9 that -- it creates basically that audit trail,
 10 if you will, of who touched it, who entered
 11 it, who approved it, if there's a secondary
 12 approval, if there were any questions,
 13 comments. So it gives a lot better tracking
 14 basically.
 15 MS. GRIFFITH: So what is our review and
 16 approval? Sonny reviews and you approve?
 17 MS. WHYTE: No.
 18 MR. MENDENHALL: No. Right now, it's
 19 going to your field office, they give the
 20 ultimate approval, and then it goes onward to
 21 accounts payable where they cut the check.
 22 MS. WHYTE: And the auditor -- and the
 23 accountants, the head accountant, the one
 24 accountants, two accountants, yeah, there is a
 25 process.

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1 But the bills come to me right now.
 2 Eventually we're working on getting the bills
 3 sent directly into the system so that there is
 4 one less, you know, delay -- there is a
 5 secondary delay, so the client will eventually
 6 start sending them directly into the system.
 7 And then they program it, and then it goes
 8 through the process. I'll get a notification
 9 saying, "You have a bill you need to
 10 approve."
 11 I look at it, and go, "I'm sorry, that
 12 work isn't completed," or, you know, I have a
 13 question on it, and I'll put a hold on it, and
 14 the accounting people will hold it.
 15 MS. GRIFFITH: So my understanding is,
 16 before the check is cut, we only have one set
 17 of eyes looking at it?
 18 MR. MENDENHALL: Well, the accounts
 19 payable person is looking at it who is
 20 responsible for this particular district, and
 21 then the accountant looks as well.
 22 MS. WHYTE: Yeah.
 23 MR. MENDENHALL: So basically you've got
 24 the person cutting the check taking a look,
 25 and, you know, what they're looking for is to

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1 make sure, if it's a contracted item, if it's
 2 a regular invoice, if we paid the vendor
 3 before.
 4 So if the vendor is brand new, then it
 5 involves a whole another series of things,
 6 getting a W-9, obviously making sure that we
 7 have authorized work, that sort of thing,
 8 so --
 9 MS. GRIFFITH: Okay.
 10 CHAIRMAN MILLS: And this is an annual
 11 process, I'm guessing, required by statute for
 12 the district --
 13 MR. MENDENHALL: Oh, yeah.
 14 CHAIRMAN MILLS: -- to go through and
 15 accept.
 16 MR. McCORMICK: The audit is required by
 17 statute, yeah.
 18 CHAIRMAN MILLS: Yeah. So -- okay.
 19 Mr. Barrett.
 20 MR. BARRETT: I just also want to
 21 reiterate that all the checks that they do
 22 every month are in the financials in the
 23 packet given to everyone behind the minutes
 24 every month. So if you're wondering what's
 25 been written the month before, it's right

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1 there.
 2 I look at it pretty regularly, so --
 3 question, surplus this year, and if so, what
 4 was added to the fund balance? Do you need to
 5 get that?
 6 MR. MENDENHALL: Yeah.
 7 MR. BARRETT: Okay.
 8 MR. MENDENHALL: I just don't want to
 9 give you the wrong number. I can take a look
 10 and give you a guess, but since you're the
 11 media, I want to make sure.
 12 MR. CHESNEY: Page Nine in the report.
 13 MR. BARRETT: Sorry?
 14 MR. CHESNEY: No. I'm looking it up,
 15 too, but I think it's Page Nine.
 16 CHAIRMAN MILLS: All right. So we have
 17 a motion on the floor, seconded for the
 18 approval of the consent agenda.
 19 Any further discussion? All in favor.
 20 (All board members signify in the
 21 affirmative.)
 22 CHAIRMAN MILLS: Okay. Approved five to
 23 zero.
 24 (Motion passes.)
 25 CHAIRMAN MILLS: Okay. So here's where

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1 we're going to deviate from the agenda. The
 2 engineer is not here yet anyway, so out of
 3 respect to the residents from the Villas of
 4 Woodbridge, they're coming before us today to
 5 discuss the possibility of, I guess, annexing
 6 property to the CDD and begin that discussion.
 7 So, if you would, please state your name
 8 and address for the record.
 9 MS. KRUSE: Pat Kruse, 9832 Gingerwood.
 10 Basically people in the community are
 11 interested. We need to know what our next
 12 step is.
 13 We would like to see some figures from
 14 engineering, legal, that we can take back to
 15 the community, so they can make comparisons.
 16 So we just need to know from you what we
 17 should do from here.
 18 CHAIRMAN MILLS: So can you elaborate on
 19 what it is you're looking for the CDD to do?
 20 MS. KRUSE: We had a meeting with Sonny
 21 and Andy, and they just said that they
 22 couldn't -- if we asked legal or engineering
 23 or both to put some figures together, they
 24 wouldn't be exact, but it would give people a
 25 comparison of what it would do, what would be

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1 pulled out of our finances and over to you and
 2 how it would compare.
 3 CHAIRMAN MILLS: So specifically roads
 4 and gates -- right? -- what we're talking
 5 about?
 6 MS. KRUSE: Yes, roads, gates, I guess
 7 sidewalks.
 8 MS. WHYTE: They wanted to do the street
 9 lights as well, but we have an issue with
 10 TECO. They're not forthright in changing our
 11 contracts too often, from what I'm
 12 understanding --
 13 CHAIRMAN MILLS: Okay.
 14 MS. WHYTE: -- which is what we
 15 encountered in the Enclaves, so --
 16 MR. McCORMICK: So is the Villas of
 17 Woodbridge a gated community?
 18 MS. WHYTE: Yes, ma'am.
 19 MR. McCORMICK: And all of those roads
 20 are, right now, owned by the HOA --
 21 MS. WHYTE: Correct.
 22 MR. McCORMICK: -- of the Villas of
 23 Woodbridge?
 24 Okay.
 25 CHAIRMAN MILLS: Thoughts?

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1 MR. McCORMICK: So -- so we would be
2 looking at, I guess, then conveying those
3 roads and gates to the CDD as we have in other
4 villages within the district, and having then
5 -- they would be budgeted for by the CDD --
6 MS. WHYTE: Correct.
7 MR. McCORMICK: -- for the particular
8 community.
9 MS. WHYTE: And what they're trying to
10 figure out is how it would affect them in
11 their assessments. How much would be -- Andy
12 indicated they couldn't transfer the funds
13 from their present account, if that's their
14 road reserve, because that's an HOA issue. Am
15 I correct, Andy?
16 MR. MENDENHALL: Uh-huh. I mean, I'll
17 defer to Erin.
18 MS. WHYTE: Defer to Erin.
19 MR. McCORMICK: Right.
20 MS. WHYTE: That was the discussion. We
21 didn't have legal at the time. And so we
22 would have to determine engineering-wise what
23 -- how -- you know, we'd have to, depending on
24 what Tonja needed, whether or not she would
25 have to evaluate what the roads looked like,

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1 when they were repaved. And I think they were
2 done three years ago?
3 MS. KRUSE: Two or three years ago.
4 They're fairly recent. Their sidewalks were
5 all clear, you know, things like that are all
6 up to date.
7 It's basically it's -- you know, they
8 want to become part of the CDD. No
9 different than Stonebridge or the Greens or
10 Harbor Links, Vineyards, anything like that.
11 So they wanted to join into us.
12 MR. McCORMICK: All right. And are
13 there any park areas or any amenities that the
14 community would keep for itself?
15 MS. KRUSE: The pool would be the only
16 thing that I -- we don't have any park or
17 anything.
18 MS. WHYTE: How many homes are in there?
19 I think there's only like 62, not even.
20 MS. KRUSE: Not even. 40 something.
21 MS. WHYTE: Yeah, it's a very small,
22 little -- one road.
23 MS. KRUSE: Yeah. 42, 44, something
24 like that.
25 MS. WHYTE: Yeah.

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1 MS. GRIFFITH: So I heard roads and
2 maintenance. Doug, I understood that it was
3 in that community that we -- they also take
4 care of some of their own landscaping. Is
5 that right?
6 MR. MAYS: Yeah, they do their own
7 landscaping in there, too.
8 MS. GRIFFITH: So it's not a request for
9 us to assume responsibility for --
10 MS. WHYTE: I don't think so. No, that
11 wasn't one of the things they wanted to do.
12 MS. KRUSE: Is that an option?
13 MS. WHYTE: I don't think so.
14 MS. KRUSE: I don't think it was.
15 MR. MAYS: The communities that we do
16 take care of the roads and sidewalks, none of
17 them we take care of the landscaping. Just
18 Stonebridge, and they all have their own
19 landscape companies.
20 MS. WHYTE: It would just be common
21 areas within the boundaries of --
22 MR. MAYS: Nothing, just the gated area.
23 MS. WHYTE: -- no, not that I'm aware
24 of.
25 MS. GRIFFITH: Okay.

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1 CHAIRMAN MILLS: Mr. Ross.
2 MR. ROSS: Erin, refresh my failing
3 memory on what is the rule with regard to
4 public versus private access with regard to
5 gated communities?
6 My general recollection is that if the
7 CDD owns it, it's a public road.
8 MR. McCORMICK: Correct.
9 MR. ROSS: And if the public wants to
10 enter into it, they technically can't deny it.
11 MR. McCORMICK: Right.
12 MR. ROSS: You may have some logistical
13 issues to get through with regard to the gate,
14 but they couldn't deny it.
15 MR. McCORMICK: Right. Right. That's
16 correct.
17 MS. WHYTE: But they don't have a guard
18 gate. They literally have transponders, just
19 like the Vineyards or anything like that.
20 MR. McCORMICK: Well, but if somebody
21 from the public came and said that they wanted
22 access to that community, we would have to
23 come up with some mechanism to provide that
24 access --
25 MS. WHYTE: Absolutely. We explained --

1 MR. McCORMICK: And so it does have an
2 impact on, you know, the ability to say that
3 this is a private community, because at that
4 point it really is not a private community.

5 MS. WHYTE: No. Their main concern is
6 that on the days -- and I'll be very frank --
7 their biggest concern is the day that
8 Westchase evidently had their open house, and
9 we were going to open the gates and let
10 everybody park in their roads.

11 Well, I said, "No, that's not what it
12 is. I mean, we couldn't do that." We have
13 never done that to anywhere else. We don't
14 open the gates to allow the public --

15 MR. McCORMICK: They would be district
16 roads at that point, so 20 years from now when
17 there's a different board here, that board may
18 have different policies about what they would
19 allow as far as the use of the roads.

20 I think that's just something for the
21 community to aware of.

22 MS. WHYTE: They are. We brought it to
23 their attention. But it's not something we
24 don't go ahead and open the gates.

25 The only time we have ever opened the

1 have heard that anybody is contemplating doing
2 that, but it does at that point become a
3 different type of property than private HOA
4 property.

5 MS. KRUSE: Would that not affect pretty
6 much Westchase as a whole then?

7 MS. WHYTE: All of our gated --

8 MS. KRUSE: Yeah. It wouldn't just be
9 one community.

10 MS. WHYTE: No. It would affect all of
11 our gated communities.

12 MS. GRIFFITH: Ms. Kruse, can I ask,
13 what is motivating the request? After all
14 these years, why are we now considering --

15 MS. KRUSE: I have only lived here five
16 years.

17 MS. GRIFFITH: Okay.

18 MS. KRUSE: And this was something that
19 -- this is my understanding, that years ago
20 it was looked at, but the owner's sons didn't
21 want any part of it, and now the community
22 is turned over enough that those original
23 owners are fewer, and there's been newer ones,
24 and they just want to look to see why we
25 weren't ever part of --

1 gates in any of our gated communities, and
2 that is with permission, is garage sale day.

3 MR. ROSS: Well, the reason that I
4 raised it is, I'm a little bit surprised that
5 the community would be okay with the
6 possibility of losing their gates.

7 As Erin just alluded to, a future board
8 in ten years said, "We're taking down the
9 gate, we don't want it," I can see some folks
10 in your community would feel like --

11 MS. KRUSE: That would be an issue,
12 because when there's anything going on at the
13 rec center or at the school or even in the
14 town center, people park on both sides of the
15 road and break the sprinklers; and if they
16 come in -- I mean, they are doing it even into
17 our entrance and blocking a fire truck or
18 emergency couldn't get through there, so --

19 MS. McCORMICK: I mean, and another
20 thing, to think that, you know, you don't know
21 what change in the law might occur, so if
22 there were a change in, for example, county
23 ordinances or state law that said, you know,
24 special districts can no longer maintain gates
25 within their properties, I mean, not that I

1 MS. GRIFFITH: Is there a perceived
2 benefit to --

3 MR. MENDENHALL: If I can just add from
4 our conversation that day, some of the
5 discussion was that, previously at least, as
6 I understand it, there were members of that
7 particular HOA that were very active, and so
8 didn't have the interest to necessarily have
9 the CDD take over something, whereas now, you
10 know, there's some benefit perceived to having
11 the CDD handle this much because -- or mostly
12 because that, you know, as an example, with
13 the roads, we already do paving with other
14 villages, and there is some benefit to
15 consistency, there is some benefits to
16 management of it, and having some of the
17 expertise already on staff with the CDD that
18 helps out with projects like that. I don't
19 want to misstate anything.

20 MS. KRUSE: No. No. Please.

21 MR. MENDENHALL: I think that was some
22 of what I heard, that, you know, if you're
23 with the CDD, you already have some folks in
24 place, your board members, your staff that
25 have done this sort of thing, and there is a

1 little less reliance on board members
 2 themselves in the HOA or that particular
 3 management company that at least is just
 4 managing that particular village, not, you
 5 know, the community as a whole.
 6 CHAIRMAN MILLS: That also doesn't put
 7 the assessment responsibility on this board --
 8 MR. MENDENHALL: Yeah.
 9 CHAIRMAN MILLS: -- instead of residents
 10 up and down the street in that village.
 11 MR. MENDENHALL: Yeah. And that's one
 12 of the things we talked about also. I
 13 mentioned that, you know, from my perspective,
 14 when I've seen communities that have a lot of
 15 their assets in HOA compared to communities
 16 who have their assets in a CDD, there is
 17 certainly some benefit there.
 18 If, you know, the economy goes south at
 19 all, you know, obviously the CDD, we have
 20 nearly 100 percent collection all the time, so
 21 that helps out as far as getting bills paid
 22 and taking care of larger projects, so --
 23 MR. ROSS: I think the reason why I'm
 24 speaking up is, I do a fair amount of
 25 mediations in the world of HOA, and it would

1 be highly, highly, highly unusual for an HOA
 2 to voluntarily give up their privacy rights.
 3 And I can't help feel this really, that
 4 this hasn't been thought through, that just
 5 there's -- I just can't even think of a
 6 situation where I have encountered that where
 7 the HOA said, "Yeah, we're thinking about
 8 giving up our rights to privacy."
 9 Usually they cherish that. They just
 10 cherish it. And so I hate for us to go
 11 through a lot of time and effort of analysis
 12 and such without the confidence that the
 13 community really thought that through and
 14 really has gone through the value analysis
 15 that that's the right they're willing to
 16 forfeit.
 17 And if they are, then they are, and then
 18 I think it's worth spending the time and
 19 energy to analyze.
 20 CHAIRMAN MILLS: Go ahead.
 21 MR. CHESNEY: Well -- I'm sorry. Well,
 22 couldn't we just sign some type of use
 23 agreement and maintain their gates for them
 24 without providing -- we've maintained over the
 25 years roadways and lights for other

1 neighborhoods and things like that.
 2 Why don't we just sign an agreement?
 3 Because all they're looking for is really our
 4 expertise, and that way it should retain the
 5 privacy rights.
 6 MR. McCORMICK: I think we've always
 7 taken the position that I recall that if the
 8 district was going to be responsible for the
 9 maintenance, that the roads had to be conveyed
 10 to the district, or the facilities had to be
 11 conveyed to the district.
 12 I'm trying to think of a circumstance --
 13 MR. CHESNEY: Well, I'm trying to think
 14 of -- I don't know what -- that might have
 15 been said, but, I mean, I'm just giving you
 16 some examples here.
 17 So I always get the neighborhoods mixed
 18 up, so if anyone lives in the neighborhood, I
 19 apologize. But we have fixed neighborhoods'
 20 ponds, billed them, we put in lighting for
 21 neighborhoods, I mean, we don't own, you know,
 22 and charged us that neighborhood.
 23 MR. McCORMICK: Uh-huh.
 24 MR. CHESNEY: We did -- what did we do
 25 the one in the corner -- caddy-corner from

1 Publix? Didn't we do some kind of -- I know
 2 we paid their lights for a while.
 3 But didn't we do some kind of drainage
 4 in there at one time? We don't own those
 5 roads. Yeah, I'm looking to you, Sonny.
 6 MS. WHYTE: Yeah, I know that. You're
 7 referring to the Enclaves -- are you referring
 8 to the Enclaves?
 9 MR. CHESNEY: Yeah, the Enclaves.
 10 MS. WHYTE: Yeah, we didn't do anything
 11 in the Enclaves.
 12 MR. BARRETT: Saville Rowe.
 13 MR. ARGUS: Saville Rowe.
 14 MR. CHESNEY: Saville Rowe, yeah. Yeah,
 15 that's true.
 16 MS. WHYTE: Saville Rowe. Maybe --
 17 that's entirely different.
 18 MR. CHESNEY: There were times --
 19 MR. McCORMICK: Normally we have looked
 20 to see -- I mean, I think normally we have
 21 looked to see what is the nexus to the
 22 infrastructure and the facilities that the
 23 district has, and if there is some, you know,
 24 reason for us to do that, because, I mean, you
 25 do have an issue of using public CDD dollars

1 for private property that becomes --
 2 MR. CHESNEY: Gotcha. Staff time and
 3 things like that.
 4 MR. McCORMICK: Right. Right. So I
 5 know that this was long ago, but I know that
 6 there were a couple communities that had
 7 transferred their roads to the district, and
 8 then they -- they became the responsibility of
 9 the district, but we went through the whole
 10 process of deeding those roadways to the
 11 district.
 12 CHAIRMAN MILLS: Matt.
 13 MR. LEWIS: Curiosity. What's the
 14 process for transferring that over? Do we
 15 have to get a letter from the HOA with the
 16 majority, or is it --
 17 MR. McCORMICK: I think that usually
 18 we've asked for consensus by the community
 19 that they want to do it before we really have
 20 taken, you know, district action to proceed on
 21 it, so they have gone through the process of
 22 determining what percentage of their community
 23 needs to be in support of it.
 24 MR. CHESNEY: The park over here -- I'm
 25 thinking of other times, though. I mean, we

1 mowed the -- we maintained this park for years
 2 before we gave it back to the HOA. I don't
 3 know.
 4 MR. ROSS: No matter what, Greg -- I'm
 5 sorry -- I think you're on the right track.
 6 And a good example is the roads, that if we're
 7 doing the roads in Westchase, there is no
 8 reason why that individual HOA can't latch on
 9 to our contract and get the benefit of the
 10 economies of scale, which is what you were
 11 alluding to.
 12 MR. MENDENHALL: Sure.
 13 MR. ROSS: And there's that on the
 14 roads. A gate, I don't know how you get
 15 economies of scale on a gate. It's either
 16 broken or not broken.
 17 And what was the third item they wanted
 18 to transfer? They wanted to transfer gates,
 19 roads, sidewalks.
 20 MR. CHESNEY: I think what they're
 21 looking for also is our budgeting help. Like,
 22 I mean, we get a hundred percent assessment
 23 paid. I mean, that's --
 24 MR. ROSS: Okay.
 25 MS. WHYTE: That's a big plus.

1 MR. CHESNEY: And that's a big plus.
 2 CHAIRMAN MILLS: Do you know what
 3 percentage of the residents are behind or
 4 support this?
 5 MS. KRUSE: I do not. I was not given
 6 that figure.
 7 CHAIRMAN MILLS: Okay.
 8 MS. KRUSE: I was just told to -- that
 9 the consensus is that they want to go further
 10 with it and check it out and see
 11 monetarily --
 12 CHAIRMAN MILLS: Okay. Mr. Argus.
 13 MR. ARGUS: Thank you. Since you've
 14 only been here five years or so, you may not
 15 know the history, but the CDD -- you have your
 16 gate, that you go through it. At the other
 17 end of the road, there is that maintenance
 18 gate.
 19 The property on the other side of that
 20 is currently owned by the CDD. It was bought
 21 six, seven years ago, I guess. I don't --
 22 time flies.
 23 But by you owning the roads, you control
 24 whether or not the CDD has complete access to
 25 that property. If you give the roads over to

1 the CDD, then they can always at some future
 2 boards, 20 years from now, could open up your
 3 community to allow access to the property they
 4 have on the other side of your community.
 5 MR. BARRETT: Are you talking about
 6 Stonebridge? She's from Woodbridge.
 7 MR. ARGUS: Oh, my mistake.
 8 MR. MAYS: Behind it, the Stonebridge
 9 property, so --
 10 MR. ARGUS: Oh, you said Gingerwood.
 11 I'm sorry. My mistake.
 12 CHAIRMAN MILLS: But -- so --
 13 MR. ARGUS: I stand corrected.
 14 CHAIRMAN MILLS: -- so I think where
 15 we're at, Pat, is -- a couple things. Right?
 16 MS. KRUSE: Okay.
 17 CHAIRMAN MILLS: One is, we would need
 18 to know, as you heard, you know, is it 41 out
 19 of 42 homes that support it, or 23 out of 42?
 20 MS. WHYTE: Okay.
 21 MS. KRUSE: Yes.
 22 CHAIRMAN MILLS: And clearly communicate
 23 Mr. Ross' concern about the forfeiture of
 24 privacy issue, because that may or may not be
 25 something everyone is aware of, and that may

1 alter their support or not. Right?
 2 MS. KRUSE: Right.
 3 CHAIRMAN MILLS: And then kind of come
 4 back to us with that.
 5 MS. KRUSE: Okay.
 6 CHAIRMAN MILLS: And then we can kind of
 7 take it from there and figure out what the
 8 next logical step is. Right?
 9 MR. MENDENHALL: Yeah.
 10 CHAIRMAN MILLS: Okay?
 11 MS. KRUSE: Okay.
 12 CHAIRMAN MILLS: It's a fair request,
 13 and we appreciate your confidence in this
 14 board, you know.
 15 MR. ROSS: Thanks for coming.
 16 MS. KRUSE: Thank you for looking at it.
 17 Thank you.
 18 CHAIRMAN MILLS: And we'll continue to
 19 work this one until we get somewhere.
 20 MS. KRUSE: Appreciate it.
 21 CHAIRMAN MILLS: All right?
 22 MS. KRUSE: Okay.
 23 CHAIRMAN MILLS: Thanks a lot.
 24 MS. KRUSE: Thank you.
 25 CHAIRMAN MILLS: All right. Again,

1 we're going to skip over to Tonja till 5:25.
 2 So that leaves us to Erin.
 3 MR. McCORMICK: Okay. Great. Go ahead.
 4 MS. GRIFFITH: I think you wanted to
 5 have audience comments first.
 6 CHAIRMAN MILLS: No. Just that one in
 7 particular.
 8 MS. GRIFFITH: Oh, okay. All right.
 9 MR. MAYS: We've got another resident.
 10 MS. WHYTE: We've got a resident that
 11 wants to get her point of view --
 12 CHAIRMAN MILLS: I'm sorry. I thought
 13 you were with her.
 14 MS. THOMAS: No. No. I have a
 15 feeling that this might not be the right forum
 16 for this, so --
 17 CHAIRMAN MILLS: Well, that's okay.
 18 Name and address first, please.
 19 MS. THOMAS: Karen Thomas, 9912 New
 20 Parke Road.
 21 CHAIRMAN MILLS: Okay.
 22 MS. THOMAS: It's concerning a street
 23 light. I don't know if I'm in the right forum
 24 or --
 25 MR. MAYS: Well, we oversee part of

1 that, so you might be.
 2 CHAIRMAN MILLS: What's going on?
 3 MS. THOMAS: What they did is -- I'm in
 4 the townhomes there, and I moved in when this
 5 was just pretty much a cow pasture, so there
 6 were no street lights, and then unfortunately
 7 right in front of my townhome, they put a
 8 street light 12 years ago or so, and, you
 9 know, coming right in the bedroom windows and
 10 everything, which, you know, I understand they
 11 have to go somewhere.
 12 So they came along and they painted the
 13 back of it black to kind of help, you know,
 14 cut down on the light coming in. Well, on
 15 Friday, I guess the light was burned out, and
 16 they are starting to change them to these LED
 17 lights.
 18 CHAIRMAN MILLS: Uh-huh.
 19 MS. THOMAS: It's like a UFO has landed
 20 in front of the yard. I mean, it's like this
 21 huge light coming into your bedroom, your
 22 house. They're just too bright to put 30 feet
 23 outside of people's --
 24 CHAIRMAN MILLS: So is the back of it
 25 not painted out any longer?

1 MS. THOMAS: They changed that out,
 2 yeah.
 3 CHAIRMAN MILLS: Okay.
 4 MS. THOMAS: So I talked to Tampa
 5 Electric, and they said that there is some
 6 type of --
 7 CHAIRMAN MILLS: Shield.
 8 MS. THOMAS: -- shield or something that
 9 they -- but if you just go by my townhouse at
 10 night, it's almost comical how bright it is.
 11 They're just too bright to be putting in front
 12 of people's homes.
 13 CHAIRMAN MILLS: What's the address
 14 again, ma'am?
 15 MS. THOMAS: 9912 New Parke.
 16 CHAIRMAN MILLS: Okay.
 17 MS. THOMAS: I mean, they could almost
 18 just leave the ones at the end of the street
 19 if they're going to put them in that bright
 20 and not put the one in the middle of the
 21 street, but if there's --
 22 MR. BARRETT: They also switched to
 23 LEDs all --
 24 MS. THOMAS: They're LEDs, so can't be
 25 dimmed, they can't be, you know, adjusted.

1 CHAIRMAN MILLS: Are those ours, Doug,
2 or TECO's?
3 MR. MAYS: TECO's.
4 CHAIRMAN MILLS: Okay.
5 MR. MAYS: Even in the alleyways, TECO
6 owns --
7 MS. THOMAS: But they said the only way
8 they can do anything about it is from the
9 association giving them permission.
10 MR. CHESNEY: I think -- I think --
11 don't we lease those?
12 MS. WHYTE: Oh. You were supposed to
13 check that.
14 MR. CHESNEY: Yeah, I'm pretty sure we
15 lease those.
16 Why don't you follow up with Sonny in a
17 couple of days?
18 MS. WHYTE: Okay. Follow up with me in
19 a few days.
20 MR. CHESNEY: I'm pretty sure we lease
21 those.
22 CHAIRMAN MILLS: Which means what then,
23 that we could --
24 MR. CHESNEY: That they're actually
25 ours, so --

1 CHAIRMAN MILLS: Okay.
2 MR. CHESNEY: -- I think so. There's
3 been a long history over who owns those, so
4 it's very complicated, because the last
5 developer, what they did is, they -- every
6 other neighborhood, they bought them, and they
7 must have been -- it's a cash flow thing.
8 They lease them, and we understood we
9 were supposed to get them like we do every
10 other neighborhood, but in that neighborhood,
11 it's not the case.
12 We think TECO might own them, at least
13 that was our understanding. So Sonny is going
14 to check to see. Either way, you can direct
15 her to the person to where -- yeah.
16 MS. WHYTE: That is you.
17 MR. CHESNEY: No. No. To get a shield.
18 If not, it's either us or them, so one of the
19 two. Obviously whoever she called thought it
20 was ours.
21 MS. WHYTE: Yeah. Okay. Good, they're
22 not ours. There you go. That's my card.
23 CHAIRMAN MILLS: Mr. Ross.
24 MR. ROSS: Way out of my knowledge zone,
25 but is there any negative to us as a

1 preemptive move to going ahead and granting
2 whatever authority we can grant, to say, "We
3 have no objection to the shield being
4 installed"?
5 MS. WHYTE: I'm surprised they asked
6 that.
7 MS. THOMAS: But installed at my cost
8 or --
9 MR. ROSS: I'm way out of my league. I
10 don't know. But I was just trying to save
11 your time, that if you follow up with Sonny in
12 a couple of days, then turns out that it's --
13 MS. THOMAS: I can tell you, as these
14 are being replaced with the LEDs, I'm not
15 going to be the only one, because it's -- it's
16 truly way too bright to put in front of
17 somebody's house.
18 MR. ROSS: I just understood you to say
19 that you needed approval from either the
20 association or the district.
21 MS. THOMAS: I need somehow that light
22 to not be in my bedroom window. TECO assured
23 me that it's not bad for your health that --
24 yes, it is, because we don't sleep.
25 MR. ROSS: I guess I misunderstood your

1 point. I thought you were saying you were
2 looking for our approval.
3 MS. THOMAS: No. I'm looking for
4 something to be done.
5 MR. ROSS: I misunderstood.
6 MS. WHYTE: Okay.
7 MS. THOMAS: Okay. And like I say, I'm
8 sure I'm not going to be the only one. This
9 is the only one I've seen in the neighborhood.
10 MS. WHYTE: I'll touch base with you.
11 MR. MAYS: The only one I've seen has
12 been blacked out.
13 MS. THOMAS: Yes. Well, that was me.
14 MR. MAYS: Oh, you guys did it?
15 MS. THOMAS: No. No. No. I got TECO
16 to do it 12 years ago. Yeah. Yeah.
17 MR. MAYS: I thought the homeowner did
18 it, to be honest with you.
19 MS. THOMAS: No. No. They came in with
20 a cherry picker and put it up, yeah.
21 MR. LEWIS: I think Mr. Ross brings up a
22 good point about maybe being preemptive.
23 Sonny, maybe you can ask the question. I do
24 know a little bit about street lighting.
25 There is a foot-candle requirement.

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1 They do an analysis before they put them up.
 2 Going to LEDs, maybe they don't need them
 3 whatever they are, fifty or a hundred feet.
 4 MR. MAYS: Right.
 5 MR. LEWIS: Maybe you could ask the
 6 question, if that's been checked. Sounds like
 7 maybe it hasn't.
 8 I did notice an LED up near the
 9 7-Eleven. It looked like it had been put in
 10 on Countryway, so I don't know if they're
 11 starting to move in different directions,
 12 but --
 13 MS. THOMAS: They said they're not
 14 making these light bulbs anymore.
 15 MR. LEWIS: Yeah. So maybe either the
 16 shield or maybe the -- or maybe ask about
 17 that, I mean, because that might -- to your
 18 point of looking at the rest of the community,
 19 you know, so --
 20 MS. WHYTE: Okay.
 21 MS. THOMAS: Aren't you glad I came,
 22 Sonny?
 23 MS. WHYTE: Oh, no, I've got lots of
 24 time.
 25 CHAIRMAN MILLS: Absent of success in

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1 any of those efforts, the homeowners'
 2 association, the government affairs committee,
 3 I know has been engaging with TECO on a number
 4 of issues.
 5 MS. WHYTE: Yeah, and that would be --
 6 CHAIRMAN MILLS: So if you run into dead
 7 ends with what Sonny is going to try to flush
 8 out for you, don't be completely discouraged.
 9 Direct your efforts to the government affairs
 10 committee under the WCA. Right?
 11 MS. THOMAS: Okay.
 12 CHAIRMAN MILLS: And if you're not sure
 13 of the difference between the WCA and the CDD,
 14 the gentleman behind you can tell you all
 15 about it in his publication, as he does on a
 16 regular basis, to the benefit of nobody.
 17 Right?
 18 But they're tackling some power outages
 19 issues over by Keswick Forest and some other
 20 things, so they've got TECO's ear, at least
 21 to some extent, to be able to talk to the right
 22 people there, if that's the proper course of
 23 action.
 24 MS. THOMAS: Okay.
 25 CHAIRMAN MILLS: Okay?

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1 MS. THOMAS: Okay. Great. Thank you.
 2 CHAIRMAN MILLS: All right.
 3 MS. WHYTE: Could I get your phone
 4 number?
 5 MS. THOMAS: Sure. Thank you,
 6 everybody, for your time.
 7 CHAIRMAN MILLS: You're welcome.
 8 MR. ROSS: Thank you.
 9 MR. CHESNEY: Chris Barrett, I do -- I
 10 was trying to print this out, but I know your
 11 answer, the increase in fund balance was
 12 167,778, and the increase in net position was
 13 1,178,818.
 14 MR. BARRETT: 818?
 15 MR. CHESNEY: 818. 1,178,818, and then
 16 167,778. So one is the fund balance, and the
 17 other is like essentially the net worth of
 18 the --
 19 MR. BARRETT: Yeah. It's just really --
 20 it's surprisingly high to me. Is that because
 21 of the park payment or --
 22 MR. CHESNEY: No. That's just general
 23 paydown. So the net value of Westchase is
 24 14,578,000. I mean, it's just paying off
 25 debt.

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1 CHAIRMAN MILLS: Any other audience
 2 issues or just observing?
 3 (No response.)
 4 CHAIRMAN MILLS: Okay. Erin.
 5 MR. McCORMICK: Okay. So I do have one
 6 issue that involves Tonja that relates to the
 7 lake and the townhomes, so I'll probably wait
 8 to address that until she gets here.
 9 CHAIRMAN MILLS: Okay.
 10 MR. McCORMICK: And then I can provide
 11 an update regarding the golf course. I knew
 12 there was probably some discussion about this
 13 at the workshop.
 14 We presented a letter of intent to the
 15 golf course owner, and they came back and had
 16 a simplified letter of intent. It includes
 17 the \$4,000,000 purchase price and a 180-day
 18 due diligence period from the date that
 19 purchase and sale agreement is executed.
 20 So we just actually had a conference
 21 call with our special counsel that the
 22 district has retained with Greg Chesney and
 23 with the owner of the golf course's
 24 representative, Nick Neubauer, and their
 25 attorney, and have a letter of intent now for

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1 Jim to sign, that we'll have signed today, and
2 then they are going to be preparing a purchase
3 and sale agreement for our review and special
4 counsel's review.
5 So I anticipate that that is going to
6 happen probably pretty quickly, but in the
7 meantime, we have retained a consultant, Greg
8 Christovich with Christovich and Associates,
9 who is conducting the -- it's the due
10 diligence review on the golf course, and is in
11 the process of moving on site at the golf
12 course, reviewing facilities, going through
13 the documents.
14 We have a list of additional documents
15 that we're going to be getting from the
16 seller. And then he will ultimately be
17 preparing a report that would be presented to
18 the board with his findings.
19 So essentially we have agreement now on
20 a letter of intent. We have retained special
21 counsel, which is two attorneys with Johnson,
22 Pope. Their names are Tom Hunt and Joe
23 Gaynor. And Jim has executed the engagement
24 letter with them on behalf of the district.
25 And then we've also -- I've also

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1 retained Christovich and Associates and are
2 consulting Greg Christovich to assist with the
3 due diligence for the golf course.
4 So that's kind of what's happened
5 between the last meeting that we had and
6 today.
7 CHAIRMAN MILLS: Okay. Do we know yet
8 whether the current management company
9 agreement is assignable or not?
10 MR. McCORMICK: Well, we have that
11 management agreement. We haven't done the
12 full review of that, but it has been looked at
13 by Greg Christovich. Our special counsel is
14 going to be reviewing it. I've looked at some
15 pertinent provisions of it.
16 And it's not actually a management
17 agreement. What it is is a lease, so it's a
18 -- so the current golf course owner is leasing
19 that to the company that's actually operating
20 the golf course currently, and at least based
21 on my initial review, it appears that in order
22 to assign it, the assignment would be at the
23 discretion of the current golf course owner,
24 if it were to be assigned, but in the event of
25 a sale of the golf course, the lessee and the

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1 -- the lessee would have to consent to the
2 assignment of that agreement also.
3 CHAIRMAN MILLS: Okay.
4 MR. McCORMICK: And, you know, I think
5 as part of the due diligence, part of what is
6 going to be considered by this board
7 ultimately is that something that they would
8 want to do also --
9 CHAIRMAN MILLS: Right.
10 MR. McCORMICK: -- because, you know, it
11 is pertinent that it's not just a management
12 agreement. It's a wholesale lease of the
13 property.
14 CHAIRMAN MILLS: So does that
15 potentially change the assignability part of
16 it, or is it the same regardless?
17 MR. McCORMICK: I think that the
18 provisions within the lease agreement that
19 relate to assignment would still control,
20 so --
21 CHAIRMAN MILLS: Okay.
22 MR. McCORMICK: -- I mean, it would not
23 automatically be assignable. It would have to
24 be something that would be agreed to by both
25 of the parties.

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1 CHAIRMAN MILLS: Okay. All right. Any
2 thoughts? Mr. Ross.
3 MR. ROSS: Does the LOI include those
4 representations that we talked about?
5 MR. McCORMICK: The LOI is pretty
6 simplified version. I think a lot of the
7 representations would be ultimately set forth
8 in the purchase and sale agreement.
9 Is there something specific that --
10 MR. ROSS: Just -- and I don't want to
11 rehash everything.
12 MR. McCORMICK: Right.
13 MR. ROSS: I think those are important.
14 Are you getting pushback that they don't want
15 to make those representations, or is it just
16 they really want to simplify the letter of
17 intent and --
18 MR. McCORMICK: I think they just want
19 to simplify the letter of intent, and then the
20 specifics as far as what would be included as
21 conditions of the purchase and sale would, you
22 know, carry forward into the purchase and
23 sale.
24 But as far as the letter of intent goes,
25 I mean, I think they feel like because the

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1 district has a complete out and -- at any time
2 during the inspection period.
3 MR. ROSS: Yeah. I think it's critical
4 that we have those representations in the
5 contract. The letter of intent is not as
6 important to me, but I really do think that
7 they represent that they're operating the
8 property in accordance with certain minimum
9 standards and --
10 MR. McCORMICK: Right.
11 MR. CHESNEY: I think the intent was to
12 go to contract, more of what you had --
13 MR. ROSS: Okay. Okay.
14 MR. CHESNEY: -- indicated strategy --
15 MR. ROSS: I was just making sure that's
16 not being lost in the shuffle.
17 MR. McCORMICK: Right. Yeah. Yeah. I
18 think those specific provisions that you are
19 talking about are not in the LOI.
20 MR. ROSS: Super. Great.
21 CHAIRMAN MILLS: My expectation would be
22 that now that they have seen all of those
23 representations and they're not balking at the
24 core terms of the LOI, that potentially that
25 can be part of the PSA.

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1 MR. ROSS: And that's why I was asking.
2 I wasn't clear if they were balking at what we
3 had in the letter of intent, and that's why
4 they were asking to simplify it, but it sounds
5 as if they weren't objecting to the specific
6 terms of the letter of intent.
7 They just felt like there was a little
8 bit of legal mumbo jumbo, and I get that, that
9 they just want to narrow it down and --
10 CHAIRMAN MILLS: And there was
11 previously some question about agreement on
12 the due diligence period, so if that's been
13 accepted, that's a good step forward. Right?
14 MR. ROSS: Yeah. Right. Right. Right.
15 Right.
16 CHAIRMAN MILLS: All right.
17 MR. ROSS: Thank you.
18 CHAIRMAN MILLS: Anyone, any other
19 thoughts?
20 MS. GRIFFITH: Yes. On the consultant,
21 so, first of all, any red flags so far? Has
22 the consultant found any?
23 MR. McCORMICK: The consultant has done
24 some review and had done an inspection of the
25 pump site there, and there's going to be

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1 additional review that's going to be taking
2 place, so, in other words, there was some
3 discussion about that.
4 MR. CHESNEY: As of right now, it's not
5 materially different than the initial analysis
6 that was provided in December, but it's very,
7 very early. I mean, he has only been on site
8 for a few days, so --
9 MS. GRIFFITH: Okay. So when will we get
10 a first report from the consultant?
11 MR. ROSS: Can I just quickly interject?
12 I think you're asking legitimate questions,
13 but I personally would say it's premature.
14 Remember, everything we say is on the public
15 record, everything we say is in minutes that
16 people can read, including the seller.
17 I, personally, we're better off to wait
18 until we're under contract, and then we can
19 throw it all out there and talk whatever we
20 want to, because you can affect what the
21 party's respective position is, as opposed to,
22 if we start talking about things now, it may
23 influence someone's decision making.
24 MS. GRIFFITH: So here's -- okay. In
25 doing -- here's the thing: At some point,

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1 we're going to have to make a decision with
2 regard to actually going under contract.
3 Right?
4 And so at this point, we have a letter
5 of intent, so we intend to go under contract,
6 but we're not under contract. So what I need
7 to -- what would help me is to understand, we,
8 as a board, what are those check boxes that
9 have to be checked for us to vote yea. Right?
10 And, to me, a lot of that is based on
11 the consultant's findings. And I understood
12 when we voted last month, that we were going
13 to get periodic reporting from the consultant.
14 I believe we talked about 30 days. So we know
15 sort of what the progress of that is.
16 So to say "Wait till we're under
17 contract," I don't know that -- I mean, I
18 guess my thought is --
19 MR. ROSS: I can respond to that. In
20 responding, I don't want you to think by my
21 comments I'm diminishing your concerns or
22 diminishing your approach. We're allowed to
23 have different concerns and different
24 approach --
25 MS. GRIFFITH: Yes.

1 MR. ROSS: -- so I'm not doing that. I
 2 would just represent to you, based on my
 3 experience, it is highly, highly unusual to
 4 have a consultant conducting due diligence
 5 before you've signed a contract.
 6 That is not the way it usually happens.
 7 You usually, first, sign your contract, and
 8 then you go to your due diligence. So I
 9 understand your desire to have those questions
 10 answered beforehand, but I stand by the
 11 cautionary remark I made a moment ago, you're
 12 unintentionally airing issues that you
 13 normally would not want aired prior to entry
 14 into contract.
 15 And it's just typically not the
 16 logistically or time sequentially, it's not
 17 the way you're describing. You typically
 18 don't get the questions answered till after
 19 you do your due diligence after you've signed
 20 your contract.
 21 MS. McCORMICK: And, Barbara, I want to
 22 make sure you understand. So when we enter
 23 the purchase and sale agreement, it's going to
 24 have this 180-day inspection period where we
 25 have the opportunity to go in there and review

1 everything.
 2 You know, as Supervisor Ross was saying,
 3 we've actually started doing some of that
 4 already. But even though we'll have this
 5 contract, that doesn't mean that the district
 6 is bound to go forward at that point. The
 7 purpose of the inspection period is to allow
 8 us to review everything there.
 9 MS. GRIFFITH: Okay. So one of the
 10 things that we wanted to make absolutely clear
 11 is that we have an out --
 12 MR. McCORMICK: Right.
 13 MS. GRIFFITH: -- for whatever reason,
 14 we have an out at any time. So what you're
 15 telling me, then, is that once we go under the
 16 PSA, that we have another a hundred and -- so
 17 we have six months.
 18 MR. McCORMICK: We have an inspection
 19 period.
 20 MS. GRIFFITH: That at our sole
 21 discretion with no strings attached, we
 22 basically have an additional 180 days that we
 23 can decide.
 24 MR. McCORMICK: Correct.
 25 MS. GRIFFITH: Okay. So, then,

1 Mr. Ross, explain to me what's the difference
 2 if we have that conversation during the first
 3 six months or if we have that conversation
 4 during the 180 days. If there is a red flag,
 5 I would want to know sooner.
 6 MR. ROSS: I wouldn't so much say red
 7 flag. It could be any flag. And so that
 8 we're clear, when you say "additional," it's
 9 180 days after the effective date of the
 10 contract.
 11 You count 180 from that, and during that
 12 time period, it's exactly what you said, for
 13 any reason, we have the right to cancel it,
 14 and we have no forfeiture of our deposit, we
 15 get it back, the parties walk away. We have
 16 nothing more than the professional expenses
 17 put into it.
 18 So you summarized it exactly right, that
 19 there was no risk or harm to the district and
 20 its constituents by having that six months'
 21 due diligence, which is why I wanted it so
 22 long and not 60 days.
 23 But back to the question. Let's say we
 24 were talking about a development and there was
 25 uses pertinent to the development and there

1 was rumor that one party was saying the use
 2 could be X, and that would impact the value of
 3 the property or impact the use of it.
 4 Strategically, you might want to keep
 5 those cards to yourself before the other
 6 party -- regardless of whether you're on the
 7 buyer or seller side, keep that to yourself
 8 until you're under contract, and then you can
 9 vet through that and figure out what's going
 10 to happen, because at that point, the parties
 11 still have a contract.
 12 So, for example, let's say it was the
 13 buyer had some issues they wanted to talk
 14 about. If for some reason we threw that out
 15 after the contract was signed, the seller
 16 can't walk. The seller can't cancel. We'll
 17 have injunctive relief for specific
 18 performance, where if for some reason he
 19 caught wind that we had some grand scheme that
 20 was going to make the property worth an extra
 21 million dollars, he says, "Heck, I didn't
 22 realize that, I want out," no, you can't get
 23 out.
 24 We have the right to cancel, but he
 25 doesn't. And so, similarly, or related to

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1 that, we wouldn't want to air that possibility
 2 before we nailed down the contract and nailed
 3 down the price, nailed down the terms, so that
 4 people don't try to move some of those
 5 important pieces to us.
 6 MS. GRIFFITH: Okay.
 7 CHAIRMAN MILLS: The other thing that's
 8 important to what you just said. There are
 9 not two 180-day periods.
 10 We are going to letter of intent, which
 11 will predicate assembly of a purchase and sale
 12 agreement --
 13 MS. GRIFFITH: So how long do we --
 14 CHAIRMAN MILLS: -- in the near term,
 15 like as soon as A follows B, and then the 180-
 16 day clock starts. It's not 180 days of an
 17 LOI, then a contract, and then another 180
 18 days.
 19 This is all moving forward now, and if
 20 in 30 days we're able to execute a purchase
 21 and sale agreement, that's when the 180-day
 22 period --
 23 MR. McCORMICK: Yes. Well, I think the
 24 board -- my recollection, at the last board
 25 meeting, the board authorized you, as chair,

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1 to go ahead and enter a purchase and sale
 2 agreement as well as the LOI.
 3 CHAIRMAN MILLS: Correct.
 4 MS. McCORMICK: So I'm not contemplating
 5 that the purchase and sale agreement would
 6 come back to the board before --
 7 CHAIRMAN MILLS: No. And there's not
 8 two 180-day periods as you described.
 9 MR. CHESNEY: Yeah. And just so --
 10 further to Brian's point, you don't want to
 11 you don't want to -- you don't want to
 12 piecemeal it.
 13 Like I have asked. I don't get things
 14 piecemealed. I mean, if anything comes to me
 15 inadvertently, I immediately send it to Erin
 16 for her to compile.
 17 What you want as a board member or what
 18 I want as a board member or my intention is to
 19 provide a report that -- so you got a report
 20 from me initially that was a very brief
 21 analysis that was based on a walk-through with
 22 Neale and I, and a brief financial analysis
 23 between Billy Casper and myself that was
 24 prepared.
 25 And then I said, "Okay, this is what he

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1 wants," we plug in the numbers, and that's
 2 what came up. We want like that same kind of
 3 report, but much more detailed, possible uses,
 4 things that we can, you know, go forward, a
 5 review of the business plan, a review of
 6 whether or not we should keep the leasing
 7 company. We might not want to, you know, as
 8 Erin alluded to, you know, all of that
 9 encapsulated in that report, and then that's
 10 kind of what we use to base our decision on.
 11 That's not anything to do with all this
 12 legal contractual stuff to get the thing into,
 13 you know --
 14 MR. ROSS: I just picked up on
 15 something. Maybe I brushed over a concern of
 16 yours. If so, I apologize. I personally
 17 anticipate a full public open discussion about
 18 the due diligence. It will be occurring in a
 19 public meeting where we'll --
 20 MR. CHESNEY: To everyone.
 21 MR. ROSS: -- go into whatever detail we
 22 want to, whether it's -- what Greg was just
 23 talking about -- whether financial, whether
 24 it's structure, whether it's something to do
 25 with environmental, if it's an issue with

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1 legal description, survey, title, you know,
 2 all the things that are wrapped up into due
 3 diligence, I would fully anticipate it's laid
 4 out on the table, and we'll talk about it.
 5 Now, I personally wound up advocating
 6 let's not let that conversation, that is, what
 7 we might be getting with what we want to do
 8 with it.
 9 In my mind, those are two very different
 10 conversations, and we don't want to leap to
 11 the second before we leap the first. But both
 12 of those should be concluded prior to the end
 13 of the 180 days and the only 180 days.
 14 So in no way do I anticipate jumping
 15 through a -- you know, over a hurdle or
 16 avoiding something or trying to brush it under
 17 the rug. No. I just feel like we haven't
 18 gotten there yet, and we will get there once
 19 we have an effective date of our signed
 20 contract. And if I missed that point, I
 21 apologize.
 22 MS. GRIFFITH: No. No. That's fair
 23 enough. But we're currently not even under a
 24 letter of intent?
 25 MR. McCORMICK: It has not been signed

1 yet, that is correct. Yes.
 2 MS. GRIFFITH: So if the idea is to go
 3 into a letter of intent and then quickly go
 4 into a PSA, why would we not just go straight
 5 into a PSA? Because I would imagine the
 6 letter of intent was to sort of get us sort of
 7 under an agreement quickly.
 8 MS. McCORMICK: I think, at this point,
 9 I mean, they -- the seller, I would imagine,
 10 wants to have an LOI because he's already been
 11 very forthcoming in letting our consultant go
 12 on site, meet with his people, do some initial
 13 work, so -- and I think that it's in both
 14 parties' interest --
 15 MS. GRIFFITH: (Inaudible)
 16 MR. CHESNEY: Takes a lot longer to get
 17 it.
 18 MS. McCORMICK: -- that we get the PSA
 19 executed, but I think that there is going to
 20 probably be some going back and forth
 21 because --
 22 MR. CHESNEY: Just the letter of intent,
 23 I mean, we sent them a sample one. They
 24 sent back a simplified one.
 25 MR. McCORMICK: Uh-huh.

1 MR. CHESNEY: The consensus on the call
 2 was that they wanted to move towards a
 3 contract, but -- so, I mean, we have a letter
 4 of intent, but we're collecting the due
 5 diligence all along, because we want to give
 6 us and our community enough time to understand
 7 what we're getting ourselves into, I mean, you
 8 know, all of us.
 9 I mean, I profess I'll know more right
 10 now than everyone, but, I mean, I have no idea
 11 what anything really is. Like if you were to
 12 say, "Hey, Greg, what do you think about
 13 this," I don't know, because I haven't got any
 14 information back from the due diligence, so --
 15 MR. ROSS: And if I can jump into your
 16 question, I don't know if you remember, I was
 17 originally advocating, let's not do a letter
 18 of intent. I find them to be cumbersome, and
 19 they bog down the process.
 20 I do get it, though, that for some
 21 people, they prefer to go that route, and they
 22 do feel like it avoids drafting
 23 misunderstandings or wasted time, and so I
 24 kind of backed out of the way, if you recall,
 25 and I essentially said, "Whatever our lawyers

1 feel comfortable with, do it."
 2 You know, that's the art of doing what
 3 they do versus the science. And I have -- I
 4 mean, if they feel comfortable, you know --
 5 MR. CHESNEY: And I will say I have
 6 mixed feelings on it. I agree with Brian. It
 7 did slow down the process, because we're still
 8 a month later or three weeks later. But, on
 9 the other hand, it -- my concern was to have
 10 as long a due diligence period as possible,
 11 and it got that across, so it was valuable
 12 there.
 13 MS. GRIFFITH: How is it that we walked
 14 away from that meeting with a vote, and as you
 15 can tell, right now, I don't have a clear
 16 understanding of the process, but yet I
 17 voted. So that's troubling to me.
 18 It's troubling to me because I don't
 19 know what conversations are being had. I
 20 understand Mr. Ross has been part of the
 21 process, Mr. Mills has been part of the
 22 process, Mr. Chesney has been part of the
 23 process, but it's troubling to me that I
 24 walked away with an understanding that we were
 25 going to execute a letter of intent timely.

1 Okay?
 2 A month later, we don't have a letter of
 3 intent. That the letter of intent was going
 4 to call for a six-month due diligence period
 5 so that we could decide if we want to purchase
 6 the property, and now that's not --
 7 CHAIRMAN MILLS: I would ask you to go
 8 back through the minutes. That's not what we
 9 laid out.
 10 MR. McCORMICK: Well, and I do think --
 11 I mean, because we're dealing with the public,
 12 by you and I having a status conversation last
 13 week, so we did have an opportunity to talk
 14 about where things were in the process.
 15 I mean, I think we've made some good
 16 progress. I think getting a consultant,
 17 having him get started in the due diligence
 18 process, I think that was a big step.
 19 I think retaining special counsel was a
 20 big step. I think we have a very
 21 comprehensive letter of intent that was
 22 drafted that basically has everything that we
 23 would want to include in a purchase and sale
 24 agreement.
 25 The issue was that the seller wanted to

1 use a simplified letter of intent, and so I
2 think, you know, to make this continue to move
3 on and to be as sensitive to, you know, making
4 sure that everybody -- all the parties are
5 comfortable with how this is proceeding, I
6 think it makes sense to go ahead and do that
7 letter of intent.

8 MS. GRIFFITH: So I just will ask the
9 question again. When will we have a report or
10 something from the consultant? Where in the
11 process are we going to get that?

12 MR. McCORMICK: Well, I think --

13 CHAIRMAN MILLS: None of that will
14 happen until post an executed purchase and
15 sale agreement.

16 MR. CHESNEY: Probably --

17 MR. McCORMICK: The consultant's
18 agreement provides actually for him to give a
19 report within 45 days, but I think it's to the
20 district's benefit to have his report be as
21 absolutely comprehensive as possible.

22 So I would rather that, you know, he has
23 all the information that he needs so that the
24 report is as comprehensive as possible.

25 MS. GRIFFITH: Okay.

1 CHAIRMAN MILLS: Mr. Barrett.

2 MR. BARRETT: Two issues. Having gone
3 through a couple of commercial property deals,
4 I also know that at the end -- like during
5 your due diligence process, if you come up
6 with like they discover a nuclear waste dump
7 on the 14th green and it costs \$2,000,000 to
8 repair, you can go back and say, "We want out
9 of this contract, or you're going to cut the
10 price down to 2,000,000," and then they have
11 the choice to re-negotiate a new contract -- a
12 new price with a new contract, and it happens
13 -- happens all the time.

14 So just so you know that, just because
15 you've got your contract doesn't mean that
16 you can't go back and re-negotiate a price
17 based on whatever you find that makes you
18 uncomfortable.

19 My question for the -- was about the
20 lease agreement.

21 MR. McCORMICK: Yes.

22 MR. BARRETT: You may not be able to
23 answer this without it in front of you. But I
24 was just curious, in case there are
25 maintenance issues that are found that would

1 MR. CHESNEY: And it was 45 days from
2 the execution of the contract, which happened
3 ten days after our meeting, something like
4 that.

5 MR. McCORMICK: Right.

6 MR. LEWIS: What's the expected time
7 line on the execution of the LOI?

8 MR. McCORMICK: I think it's been agreed
9 to by both parties now.

10 MR. LEWIS: Okay. Yeah, I heard you
11 say --

12 MS. McCORMICK: So it was just signing.
13 We had a conference call at 3:00 today, so
14 both parties have agreed now.

15 MR. ROSS: Did he give you an ETA on the
16 draft of the purchase agreement?

17 MR. McCORMICK: He made it sound like
18 that they're going to be providing it
19 imminently. He has an attorney that he is
20 working with that's in Phoenix, so --

21 MR. CHESNEY: And we agreed they wanted
22 to provide the initial draft.

23 MR. ROSS: Let them spend the money,
24 that's okay.

25 MR. CHESNEY: Exactly.

1 be costly to repair, does the lease agreement
2 put all the maintenance responsibilities,
3 especially for safety issues, on the leasing
4 company or the owner? Because that -- knowing
5 that could affect the negotiations. I would
6 just encourage everyone to look at that.

7 MR. McCORMICK: Yeah, I think that's a
8 good point to look at. I don't have the
9 answer for that. But I'm going to be looking
10 at that, and also our special counsel, because
11 that's a relevant point.

12 MR. BARRETT: I just wanted to have
13 everyone think about that.

14 CHAIRMAN MILLS: Okay. All right.
15 Well, let's just continue to work it and rely
16 on the folks that we've brought on to help us
17 with it. Sebastian, name and address, please.

18 MR. DE ALMENARA: Sebastian De Almenara,
19 10412 Greenmont Drive in the Greens. You guys
20 were talking about the golf course. I just
21 want to mention something. Mr. Ross mentioned
22 the word "rumors."

23 Something has to be done, and I don't
24 know how or from who it should come, but there
25 is a ton of misinformation out there about

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1 this entirely. Okay?

2 People never come to meetings, and, you

3 know, they give opinions, the WOW may put an

4 article giving an updates of what is going on.

5 Unfortunately the world we live in, everything

6 people believe, at least two ways, the

7 loudest or whoever types everything in caps or

8 whoever puts the most comments on Facebook, et

9 cetera, et cetera, so there is a lot of stuff

10 going on, and the people talking about turning

11 this golf course after purchasing into a park

12 and this and the other is growing and growing

13 and growing.

14 Ignorance is contagious. Okay? So

15 there is a couple ignorant people making

16 comments with no fundamentals at all, without

17 looking at any financials or anything else and

18 just throwing things out there.

19 The biggest thing is the golf course is

20 losing money, so we need to get rid of it and

21 turn it into a park. Well, you know, if you

22 take two seconds to explain that turning a

23 golf course into a park is probably going to

24 cost millions -- okay? -- with no revenue

25 coming in, I mean, you don't have to be that

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1 intelligent to figure out and turn it into a

2 park probably won't be an option, and people

3 need to know that -- okay? -- because my

4 assessment will go through the roof --

5 everybody's -- if we turn that into a park

6 with zero income coming in -- okay? -- because

7 a park, you just don't create a park and let

8 it go.

9 You've got to maintain it, fix or repair

10 it or whatever. Although a golf course may be

11 losing money -- I don't know. I haven't seen

12 the financials. At least that's what people

13 are saying. It's still quite a bit of

14 revenue, and things could be done hopefully to

15 close that gap, so something has to be said

16 out there and put some actual numbers out

17 there: "This is what it will cost if we turn

18 this damn thing into a park."

19 CHAIRMAN MILLS: Go ahead, Greg.

20 MR. CHESNEY: Well, what I was going to

21 say is, you're going to have a report about

22 what we think the golf course is going to cost

23 the residents, I mean, kind of similar to the

24 one that's already been present, you know,

25 where we think -- we think it will be certain

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1 amount, and we could -- and as far as, you

2 know, the park, we had initial memo from our

3 parks consultant, Neale Stralow, where he

4 talked about what it would take.

5 And, yeah, it was literally hundreds of

6 thousands of trees had to be planted at two or

7 three dollars each, and you had to go in and

8 redo this, and so we probably should elaborate

9 that.

10 But for whatever reason, you're right,

11 this thing keeps coming out. And it was in

12 that initial analysis that I provided in

13 December, it did not make sense to me, and

14 maybe we can, I guess, get Neale to

15 extrapolate some more information on it, to do

16 it.

17 I mean, to talk about it as a park is

18 ridiculous now because we don't own the asset

19 at all. If we decide to buy it, I mean,

20 whoever -- it's not like we decided to buy

21 this thing already.

22 I mean, it's just silly to me to even

23 bring it up. But, yes, there has never been

24 any -- it was a mistake on my part to go ahead

25 and entertain the idea of turning it into a

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1 park early, because I just -- someone told me

2 to do it, and I -- it is potentially a good

3 idea. It's just the wrong time to explore it.

4 So there is no -- yeah.

5 CHAIRMAN MILLS: Mr. Ross.

6 MR. ROSS: What I want to reiterate what

7 I said to Ms. Griffith a moment ago, there is

8 some business strategy behind when one might

9 release a report or release information, et

10 cetera.

11 There's smart business people at this

12 table, and I stand by what I was saying, that

13 it doesn't make sense to issue a statement or

14 something like that right now.

15 Assuming we do get into a contract and

16 assuming we do get into due diligence, there

17 is a reason why I advocated six months, so we

18 would have time to do it in a smart, orderly

19 fashion and, in my own mind, break it into two

20 components, that I know there is going to be a

21 rush. Where do we go from here?

22 And I think it's very important that we

23 first figure out, is the asset what we think

24 we're getting, is it in proper condition, you

25 know, all the things financially and

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1 structurally and otherwise?
2 And, lastly -- and you may not like
3 this, but hopefully it will make sense to you.
4 I feel, as a supervisor, I have an obligation
5 to listen to all the constituents' ideas, that
6 if somebody wants to advocate a linear park,
7 I'm going to listen to it.
8 Now, I may end up concluding for the
9 reasons that you suggested it's not
10 financially feasible, whatever else, but it
11 just doesn't strike that me right not to
12 listen to somebody's, you know, thoughts.
13 And so I am going to listen to the
14 conversations, I may ask questions, I may
15 engage in dialogue. That doesn't mean I'm
16 ready to jump on that train. I'm just trying
17 to be a responsible, if you will --
18 MR. DE ALMENARA: Sure, that's --
19 MR. ROSS: -- responsible individual.
20 MR. DE ALMENARA: -- sure, that's your
21 responsibility as a board member, but with
22 that said, it also needs to be communicated,
23 and this is what you guys are doing.
24 People are already thinking about what
25 we're going to do next, and people are -- what

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1 are they doing with the golf course --
2 MR. CHESNEY: I just want to -- I just
3 want to say my motivation --
4 MR. DE ALMENARA: -- but something needs
5 -- there is not enough formal or official
6 communication. And, trust me, I don't know
7 everybody is on Facebook or whatever, so
8 there's got to be a different way to
9 communicate this to people, so this --
10 MR. CHESNEY: And I'm going to let Jim
11 respond, but I want to also say like my main
12 motivation when we were looking at it was
13 because I thought about, in some areas that
14 I'm familiar with where I vacation, they have
15 done land trusts for old golf courses.
16 So my initial reason for even bringing
17 up or exploring the park idea was potential to
18 if the owner would be interested in setting up
19 a land trust, which would have some tax
20 benefits for him, and he was not interested in
21 pursuing that. So that was -- really the
22 extent of that was very narrow. And Jim can
23 talk about -- I just do what I'm asked.
24 CHAIRMAN MILLS: Well, so I'm going to
25 address the social media concern that you're

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1 voicing. This board cannot respond to every
2 resident's social media post. We're not in
3 that business. We're not even, as you heard,
4 under contract yet. Right?
5 So there is a lot of hoopla, and I akin
6 it to when Starbucks announced they were
7 closing and moving to Costco. The West Park
8 Village world was coming to an end on social
9 media. Correct, Mr. Barrett?
10 MR. BARRETT: (Moves head up and down.)
11 CHAIRMAN MILLS: And they were starting
12 a hash tag "Save Starbucks" and calling
13 corporate and doing all these crazy things.
14 My daughter works -- our daughter works at
15 Starbucks. She had to hear the customers that
16 were coming in there in tears and/or pissed
17 off and having no knowledge of why that
18 corporation made that decision.
19 Well, now, that entire staff is working
20 at the one in Costco. It now has a
21 drive-through, and it's three times busier
22 than the one in West Park Village ever was,
23 and it's costing them less money every month
24 to run it. Okay?
25 But Starbucks was also not in a position

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1 to respond to every social media posting.
2 They have a business to run. Right? And we
3 have a community development district to run,
4 and we can't be bogged down -- first of all,
5 it's premature, as you heard, to put out an
6 official statement because we're not under
7 contract.
8 As Mr. Ross indicated, once we get into
9 the due diligence and it all starts to come
10 out, there will be -- one of the reasons we
11 want 180 days was to give this board the time
12 to flush all the issues out, but also to give
13 all the residents time to weigh in on it.
14 Last month, we had to move this meeting
15 to the swim and tennis center, and 50 people
16 were in that room. A month later, obviously,
17 we have calmed some of the fears, because this
18 month, there's one of you. Right?
19 So if every month 50 people are showing
20 up to find out what's going on, I think we
21 communicated clearly last month the direction
22 we're headed, and there will be more to come.
23 But I don't see this board -- I can hear
24 my -- our predecessor chair saying -- right?
25 -- "We're not in the business to respond to

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1 every social media post." And I don't think
 2 we should, and I'm not in the position to do
 3 that.
 4 MR. DE ALMENARA: I don't mean you guys
 5 at all. I don't think you guys should even be
 6 on social media, number one. Number two, I
 7 said not everybody is on social media. So the
 8 way to manage communication via social media
 9 is a big mistake. That's my point exactly.
 10 But there has got to be some official
 11 communication. Maybe some letter sent to
 12 them. I don't know how you guys communicate
 13 to every resident, but there's got to be some
 14 type of -- because there is a percentage of
 15 Westchase residents who don't know.
 16 MS. GRIFFITH: I'll say this, and I have
 17 said it before: I look to the WOW to be our
 18 chief communications officer for all of
 19 Westchase.
 20 MR. DE ALMENARA: Okay.
 21 MS. GRIFFITH: And the Westchase social
 22 media page on Facebook is owned and
 23 administered by WOW staff, so -- and, as you
 24 can tell, Chris is here, he's at every
 25 meeting, and social media in itself is -- in a

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1 lot of ways, it's like corralling cats.
 2 Right?
 3 So -- and I think that, you know, Chris
 4 and his staff do a fine job, but, yes, I would
 5 say maybe if we see that the rumors are
 6 getting out of control, to, you know, maybe
 7 produce some type of a brief update.
 8 I know that a lot of times our articles
 9 are very lengthy. People don't necessarily
 10 read them all, but, you know, even if there's
 11 just a periodic, you know, bullet point of an
 12 update, if we feel that things are getting out
 13 of control.
 14 But when it comes to communications, I
 15 do agree that communication is necessary,
 16 because residents should be informed, but
 17 that's what we look to the WOW to help us
 18 with.
 19 MR. BARRETT: If I can just speak to
 20 that quickly. I have not seen a whole lot of
 21 activity, at least on the Westchase news
 22 page. I saw one post in the last week
 23 basically arguing that losing the golf course
 24 would impact home values, which is what
 25 Mr. Vervaecke had spoken to, and, you

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1 know, that's been the extent of it on the
 2 post, but it wasn't that active of a post.
 3 I contributed something to it, and then
 4 -- but there wasn't a whole lot there. But,
 5 Sebastian, I also will assure you that there
 6 is in this country, and it's not just
 7 Westchase, there are a third of the people who
 8 are immune to all information and facts, and
 9 we could print an article every month, and I
 10 could post every day on that social media page
 11 that there has been no discussion of turning
 12 it into a park, and there would be a third of
 13 the people that would either reject it as
 14 untrue, fake, or they just wouldn't take the
 15 time to read it.
 16 So it's kind of an uphill battle. We'll
 17 do our best, but there are some cats that even
 18 refuse to be herded, so --
 19 MR. ROSS: I hate cats.
 20 CHAIRMAN MILLS: But, again, thank you
 21 for being here, and thank you for sharing what
 22 you're hearing, because that's why these are
 23 public and open meetings. Right? And we'll
 24 continue to do our best to navigate through
 25 this. Let's wrap this up.

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1 Erin, anything else from you?
 2 MR. McCORMICK: Not on that issue. But,
 3 Tonja, I had gotten a draft deed for the lake
 4 that I haven't really done anything with.
 5 I don't think it's exactly what we were
 6 contemplating as far as a deed. It's a
 7 quitclaim deed, and it conveys conditions in
 8 it that would limit the district, if it takes
 9 that property, to having to maintain the views
 10 of some of the residents that live in the M/I
 11 townhome project.
 12 I know from this board's perspective
 13 what we wanted to do is include some language
 14 in the deed that would preclude those
 15 residents that live in the M/I townhome
 16 project from utilizing the lake for fishing
 17 and boating purposes, and so I think we need
 18 to have some further feedback with --
 19 MS. STEWART: I'm sure, when I get done
 20 with my report --
 21 MS. McCORMICK: -- with them, but I was
 22 hoping you can give us an update, because the
 23 last I heard, that they were still -- didn't
 24 have a legal description, and they were still
 25 working on the permitting issues. So that's

1 all I know at this point.
 2 MS. STEWART: So you want me to --
 3 MR. McCORMICK: Yes.
 4 MS. STEWART: Okay. I have had multiple
 5 phone calls with Gary from Heidt. They sent me
 6 the paperwork that they wanted to have filled
 7 out for the next step.
 8 So he and I had a long conversation,
 9 because I said, "All right, what this tells me
 10 is you're trying to transfer to operations to
 11 two different entities on one permit by doing
 12 it this way."
 13 And I said, "We had talked originally
 14 about splitting the permit so that everybody
 15 had their own permit number and an operation."
 16 Okay?
 17 Evidently, because everyone is so busy
 18 in this industry, they were trying to find a
 19 least -- less complicated way to do it. So
 20 that leads us to, we do have a legal
 21 description. Okay?
 22 Their game plan was to submit the
 23 paperwork with the legal description, with
 24 that being the acknowledgement that that's
 25 area that we would be responsible for

1 operating.
 2 I have had a situation in another
 3 community where I could see the tide was
 4 turning a little bit with SWFWMD and transfer
 5 of operations, because we submitted a transfer
 6 request, and they sent me back, you know, an
 7 acknowledgment and approval, but you do not
 8 need to submit any inspection reports in the
 9 future. You're at your own -- and I think the
 10 reason they did that is because that
 11 particular permit was a very complicated, very
 12 odd, and I don't think they wanted to have to
 13 deal with it more.
 14 They wanted to put it on the district's
 15 responsibility to deal with it for the future.
 16 So my question to him was, did he anticipate
 17 what we are taking ownership of is an old
 18 borrow pit, a receiving water body of their
 19 stormwater, did he feel like that that would
 20 be SWFWMD's position, that they would transfer
 21 operation but it would no longer require that
 22 we work with them in this operation, that we
 23 would be obligated to do that on our own.
 24 MS. McCORMICK: Wait. That we work with
 25 who, with M/I Homes or with the water

1 management district?
 2 MS. STEWART: We don't work with
 3 anybody. SWFWMD is saying, "We're going to
 4 transfer this to your operation. It's your
 5 responsibility to operate it. You don't have
 6 to report to us anymore, because now permits
 7 require a periodic inspection and a periodic
 8 inspection report in their files."
 9 I had a situation a few years ago where
 10 they basically said, "Don't send us anything.
 11 We don't want to know about it. Operate it.
 12 We don't care."
 13 And that was my point to him, is that
 14 what he felt was going to be similar to this.
 15 And to think about it, there is no development
 16 associated with this. What we're taking
 17 ownership of is basically just a wetland and a
 18 receiving water body, so do not need a permit
 19 for that.
 20 And his perspective was, "I'm not sure
 21 that that's what they'll do," but I believe
 22 they will issue an operating permit over your
 23 described area that you will be conveyed.
 24 The other thing that typically happens
 25 -- and this has been common particularly

1 towards the end of a development -- is there
 2 will be lingering pieces of stormwater ponds
 3 and wetlands that still are owned by the
 4 developer, and we'll find this years later,
 5 and then we go back to the operating permit
 6 and basically send the water management
 7 district a transfer to operate with a deed.
 8 So they will basically transfer the
 9 operation from the developer's name to the
 10 CDD's name, as well as I have had some
 11 communities where the HOA had responsibility
 12 for operating and maintaining some portion of
 13 a development that wanted to give it to the
 14 CDD because they had the better ability to do
 15 to do it, that once we had it conveyed over,
 16 then I sent them the deed and said, "Okay,
 17 the district wants to pick up this permit and
 18 maintain it in the future," and it would get
 19 transferred over.
 20 So what we kind of have is a complicated
 21 situation with not necessarily a simple path
 22 to travel down from their perspective, I
 23 guess. And we're here at the eleventh hour
 24 trying to scurry around to figure out what to
 25 do.

1 MR. McCORMICK: Well, I thought we were
2 always clear that the only thing that we
3 wanted to be responsible for operating and
4 maintaining is the borrow pit and that if
5 there's other little pieces of property that
6 are associated with M/I Homes ownership, we
7 don't want the water management district to
8 ever have the ability to come back to the
9 district and say --

10 MS. STEWART: I would agree with you.

11 MR. McCORMICK: -- somehow you're
12 responsible for this mitigation area that's
13 part of this townhome project.

14 MS. STEWART: Well, by the time it all
15 got said and done, in terms of the total land
16 area that we were going to be conveyed, they
17 did come back and ask us. There is an area on
18 the east side where they excavated two holes,
19 and then the wetland mitigation area came into
20 play.

21 And they are all connected and they all
22 do still drain in the same direction they did
23 by accepting them. I didn't have a problem
24 with having responsibility for them from a
25 maintenance perspective. It probably still

1 boundary, though. That's not theirs. That's
2 from the very east side. That would not cause
3 any obstruction to their community at all.

4 MR. LEWIS: Is that something that needs
5 to be clarified in that document?

6 MS. STEWART: Well, I thought -- I
7 didn't even read that. Okay? I didn't even
8 read that. I wouldn't know what to do with
9 it, to be perfectly honest with you, because
10 that's not my -- but that's why it was
11 important for Erin to see it, because --

12 CHAIRMAN MILLS: So do you read that --

13 MS. STEWART: -- I don't know what to do
14 with it, yeah.

15 CHAIRMAN MILLS: -- do you read that as
16 an inability to block access from the opposite
17 side?

18 MS. McCORMICK: Well, I think we want
19 more than just -- I think what we wanted to do
20 is to somehow bind them to agree that they --
21 those residents are not going to be using --

22 MS. STEWART: I agree with you.

23 MS. McCORMICK: -- this lake. Now, I
24 don't know that that can be done in this deed,
25 but they may be able to do that through their

1 does benefit us since it's on the low end of
2 the property and water recedes to the lowest
3 spot.

4 CHAIRMAN MILLS: What about resident
5 access from the other side?

6 MS. STEWART: I believe a fence, we've
7 talked about the TECO -- there were some
8 discussions about being able to put a fence up
9 to stop people from using the old borrow pit
10 for fishing, I think.

11 MR. MAYS: That's the plan. We just
12 haven't --

13 MS. STEWART: Once we own it, we can put
14 up what we want.

15 CHAIRMAN MILLS: Okay.

16 MR. McCORMICK: Well -- but that's an
17 issue, because in this quitclaim deed they
18 sent to us, they said, "No view obstructing
19 fences, hedges, trees, barriers, or any other
20 partially or totally view obscuring
21 improvements or conditions shall ever be
22 installed or maintained on the property. If
23 such improvement condition obstructs or
24 impairs the lake views from the townhomes" --

25 MS. STEWART: That's on the eastern

1 HOA restrictions, to include language in there
2 that their residents don't have --

3 MS. STEWART: And we had a conversation
4 about using the deed to put restrictions in.
5 I mean, it was clear to me that that was
6 something that they were going to look at
7 doing.

8 CHAIRMAN MILLS: Doug.

9 MR. MAYS: I had a -- when we had that
10 conversation with the lady over --

11 MS. STEWART: Uh-huh. Betty?

12 MR. MAYS: -- yeah, Betty over at M/I --
13 her concern was solid-type fences. We're
14 talking about putting basically like a cow
15 fence -- a cow pasture fence, something that
16 just deters people from even getting to the
17 lake but doesn't block your view.

18 So I think that's the way she wrote it,
19 to put it -- that they we wouldn't put privacy
20 fences -- you know what I mean? -- solid
21 fences, wood fences.

22 But she didn't have a problem -- because
23 I told her, "We just want to put a cattle
24 fence, you know, just to keep people off the
25 lake," and she didn't have a problem with

1 that.

2 MS. STEWART: Well, that wasn't even

3 near the houses. Right?

4 MR. MAYS: No.

5 MS. STEWART: That was still over by the

6 eastern -- where the road comes in?

7 MR. MAYS: Yes.

8 MR. BARRETT: You could see through

9 barbed wire.

10 MR. MAYS: Yes.

11 CHAIRMAN MILLS: Matt.

12 MR. LEWIS: When we spoke last week

13 about this, I don't think this was sent in, if

14 I understood --

15 MS. STEWART: I just received this

16 today. I've been --

17 MR. LEWIS: Okay. As you stand here

18 today, I just want to make sure I'm clear, I

19 mean, do you feel that this is a way that

20 SWFWMD would still approve this and it would

21 still be beneficial to the board or to the

22 CDD?

23 MS. STEWART: Well, I'm torn in a couple

24 different directions, and Gary and I had a

25 long talk about permit splits, because I said

1 I had been involved in permit splits, but

2 they're different.

3 They're back in the day when people

4 permitted 600 units on one set of plans, and

5 200 got built, and then the boom hit

6 collapsed, and then we're stuck with not being

7 able to transfer permits.

8 So we got stuck saying you have to

9 split the permit in order to get the

10 construction that is complete moved into

11 operation. Okay?

12 This is different, because it's a

13 completed development, but we're trying to

14 split ownership. And like I was explaining

15 before, I split my transfers before by just

16 sending a deed into the water management

17 district and saying, "This is we own it, and

18 we're accepting responsibility for it."

19 Nobody says anything.

20 Now, if we were to dig into the file and

21 look at the legalities of who owns what and

22 who has what transfer, is there just one

23 transfer or one transfer with, you know, this

24 submitted showing that the CDD has taken

25 responsibility for this land area? I don't

1 know the answer to that.

2 CHAIRMAN MILLS: Mr. Ross.

3 MR. ROSS: Could I try to restate what I

4 understand to be the situation, and you tell

5 me where I'm right or wrong?

6 MS. McCORMICK: Uh-huh.

7 MR. ROSS: We are interested in taking

8 ownership of this water because we have trust

9 and confidence in our staff. They do a great

10 job, our vendors, and we feel like this is

11 going to impact our water, and so let's have

12 control of it. It's a good thing. Right?

13 MS. McCORMICK: Right. Right.

14 MR. ROSS: If we don't take control,

15 though, it doesn't mean we don't have

16 recourse. It means that for some reason, the

17 HOA, who, I take it, will be the owner, if they

18 don't comply with the applicable law, we will

19 be able to seek recourse against them, whether

20 it's going to the governmental agency or going

21 after them. Is that correct?

22 MS. McCORMICK: I would say so, yeah. I

23 mean, we would then, if they were causing a

24 flooding problem to our property, we would

25 report it to the water management district.

1 Right, Tonja?

2 MS. STEWART: Yeah, and the county.

3 MS. McCORMICK: Yeah.

4 MR. ROSS: So the reason I summarize it

5 like that, it seems to me that we're spending

6 lots and lots of time and energy on something

7 that the other side isn't spending lots and

8 lots of time and energy. It seems like we're

9 doing most of --

10 MS. McCORMICK: Yeah, I haven't done too

11 much on this, but I know -- it sounds like

12 Tonja has had a --

13 MS. STEWART: I have.

14 MS. McCORMICK: -- very frustrating

15 process.

16 MR. ROSS: And so if I can suggest a

17 go-forward strategy, why not we -- you two --

18 prepare the appropriate documents that set

19 forth our position, present it to them and say

20 "Take it or leave it."

21 And if they don't want it, say, "Okay,

22 fine. You can keep your own water and you'll

23 be responsible, and so be it. If you want to

24 do this, we're happy to take it off your

25 hands. We'll bear the expense." And go from

1 there.

2 CHAIRMAN MILLS: Well, that doesn't

3 address the issue of resident usage of that

4 water.

5 MR. ROSS: You're right, that would be

6 the down side. If they were to say, "We're

7 just going to hold onto it," then you would

8 have potential --

9 MS. McCORMICK: But they haven't done

10 anything to agree to restrict resident usage.

11 I mean, we, as the owner, could put up a fence

12 and, you know, say, "You're trespassing on our

13 property," if they have their residents go on

14 there.

15 CHAIRMAN MILLS: But if they retain

16 ownership, we have no recourse for that.

17 MS. STEWART: And one comment, I'm

18 concerned about the treatment. I think they

19 will let it get overgrown like that.

20 MS. WHYTE: Oh, yeah.

21 MS. STEWART: I think that will happen.

22 And they already are not budgeted for

23 maintenance on it.

24 MR. ROSS: But isn't that my point, that

25 if they're doing something that is avow of the

1 law, we have recourse.

2 MS. STEWART: I'm not sure there is any

3 -- let me think about this --

4 MR. MAYS: Yeah, I don't think there is

5 a law out there --

6 MS. STEWART: -- any regulation on what

7 they have to do.

8 MR. MAYS: Regrowth, hydrilla, cattails.

9 MS. STEWART: The hydrilla is the one I

10 worry the most about.

11 I think there are some guidelines for

12 pond maintenance, so I would want to go back

13 and take a look to see how stringent those

14 guidelines would be and how enforceable they

15 would be, but I'm not sure the hydrilla would

16 be something that would be enforceable.

17 MR. ROSS: Then I may have

18 mis-summarized the situation, that it may be

19 that we would not have full recourse. I stand

20 by my observation. It seems like you're doing

21 all the heavy lifting, and they're not, and

22 it's getting us nowhere.

23 At some point, is there a benefit to us

24 from a resolution standpoint to go ahead and

25 us spend the resources to draft the documents

1 like we want them that set forth what we want,

2 whether it's regard to the fence, usage,

3 description of property, permits, whatever,

4 and present it to them, and say, "This is what

5 the district is willing to do"?

6 MS. STEWART: And if that's something

7 that is doable, it gets me over the hurdle of

8 the time to take to split the permit. If

9 there is a document that is legal enough to

10 cover going through this process and recover,

11 my concern is, we're just so short on time at

12 this point. We've got 30 days.

13 MR. LEWIS: And that was from today or

14 tomorrow. Correct?

15 MS. STEWART: Well, I think, you know --

16 what? -- like an extra day or two, you're

17 correct.

18 MS. GRIFFITH: What is the 30-day clock?

19 MS. STEWART: The HOA is transitioning

20 from developer controlled to resident

21 controlled.

22 MS. GRIFFITH: So let me ask you this:

23 The developer owned it for how long, and what

24 is the condition of it today? Have they been

25 maintaining it -- the developer maintaining

1 it?

2 MS. STEWART: To the best of my

3 knowledge, it's an acceptable conveyance that

4 we pick up maintenance from there.

5 MS. GRIFFITH: Okay. But the concern is

6 that once it switches to the HOA, the HOA is

7 not budgeted for it and --

8 MS. STEWART: You've been doing some

9 maintenance, too, haven't you?

10 MR. MAYS: A little bit.

11 MS. WHYTE: I think we had flooding from

12 that last year.

13 MS. GRIFFITH: And so because I remember

14 raising a very similar point to Mr. Ross',

15 which was, I mean, if we don't assume, what is

16 the worst that can happen?

17 And I was -- my understanding was

18 flooding was going to happen and all, you know

19 -- and I think the comment was, if you could

20 ever own it, we want to own it because we have

21 confidence in our staff, more confidence than

22 we would in theirs, but, I mean, I honestly

23 still sort of think, do we wait until there is

24 a problem before we put all this effort into

25 it, I mean, or do we just always sort of

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1 assume that things are going to be bad, and
2 therefore we have to own it as soon as
3 possible?
4 MS. STEWART: I can only tell you that
5 when we had to go out there and deal with that
6 drainage problem that day, if we didn't have
7 the right to do it, I would not want to be
8 depending on somebody else.
9 The houses on the pond are significantly
10 lower than those townhouses, and it makes me
11 really nervous not to have control over being
12 able to get out there and dewater, if we need
13 to dewater, or whatever it is.
14 MS. GRIFFITH: Thank you.
15 CHAIRMAN MILLS: Doug.
16 MR. MAYS: One of my bigger concerns is
17 the residents of Stonebridge. Now we have
18 almost a 40-foot easement between that lake
19 and the back of their houses.
20 If they decide, the HOA over there and
21 M/I homes decide, "We're no longer going to
22 let you manage it, we're no longer going to
23 let you mow it," now you've got nobody
24 maintaining it, plus -- or they can make the
25 decision to, "Hey, this will make a nice spot

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1 for a nature trail."
2 Now we've got people walking around in
3 basically people's backyards anytime they
4 want.
5 MR. BARRETT: A linear park?
6 MR. MAYS: That's my biggest concern,
7 what's going to happen to Stonebridge. What
8 is Weybridge over there?
9 MS. WHYTE: No. Stonebridge and
10 Stockbridge.
11 MR. MAYS: Stockbridge. So those --
12 they'll have -- I mean, they'll have people
13 walking in their backyards anytime they want.
14 CHAIRMAN MILLS: Mr. Ross.
15 MR. ROSS: I don't know the answer. I'm
16 not the professional. But what I'm not
17 getting is confidence on where we're headed.
18 I feel like we're kind of just getting
19 battered by the process, making no significant
20 movement, and now what we're essentially being
21 told is, "Well, here's a possible solution,
22 but it may not address all the issues that
23 you're concerned about."
24 Well, then it's not really a solution
25 that -- I'm relying on --

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1 MS. McCORMICK: Right.
2 MR. ROSS: -- you folks to tell us how
3 to move forward. I --
4 MS. STEWART: There are a couple things
5 that we don't have control over, and that's
6 what's complicating this. It's because we
7 don't have the permits. We didn't do the
8 design.
9 We need them to be able to split this
10 permit up, and that's what's kind of
11 complicated the whole thing, because we, going
12 through that process, would have been so much
13 more onerous for us versus them, since they
14 were the original design engineer, it would
15 have been so much, but we didn't get what we
16 wanted at the end of the day.
17 So it's not -- I feel like the only
18 option we have at this point, because of this
19 deadline, is to do this, is only if whether or
20 not Erin believes that whatever legal stuff we
21 can pull together is going to have a --
22 MS. McCORMICK: I think the quitclaim
23 deed is fine. It sounds like you haven't
24 talked with water management district staff
25 directly.

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1 MS. STEWART: I have not.
2 MS. McCORMICK: You've been relying on
3 Gary. So my thought would be -- I mean, I
4 don't know if it's going to be stepping on
5 their toes, but maybe you need to talk to the
6 water management district and make sure that
7 you're comfortable that this permit, that
8 we're only going to be for the permit
9 operation for the property that we own.
10 I think that the district can, you know,
11 approve a quitclaim deed tonight, or we can --
12 if we have -- if we can wait until the next
13 board meeting, because as long as they're just
14 saying no obstructing fences along the eastern
15 side of the property and that doesn't cause an
16 issue, then, you know, that's pretty
17 straightforward.
18 I don't think we're going to get
19 anything in this deed that would prevent their
20 residents from coming onto our lake, but I
21 think, as property owner, we can control that
22 anyway.
23 So I think the one big remaining piece
24 is for you to talk to the water management
25 district.

1 MS. STEWART: Okay. All right.
 2 MR. LEWIS: I have one -- from the last
 3 meeting, we were talking last time, too, about
 4 the fee, and I think you had a discussion with
 5 them about splitting that. I think that was
 6 fairly positive, as I recall. Correct?
 7 MS. STEWART: That was the fee for the
 8 mitigation area --
 9 MR. LEWIS: Right.
 10 MS. STEWART: -- the mitigation stuff.
 11 MR. LEWIS: Instead of just a one-year,
 12 I think they initially offered they -- it
 13 sounded positive they were going to go for two
 14 years.
 15 MS. STEWART: They did, but they haven't
 16 sent it to me in writing.
 17 MR. LEWIS: Okay. So maybe that, you
 18 know, maybe to follow up with that, along with
 19 maybe what Erin is talking about with the
 20 water management district.
 21 MS. STEWART: Are we going to have
 22 mark-ups to send back to them? Maybe I can
 23 send a memo, or you can send -- or we can
 24 together, and then, that way, I can say we
 25 need something in writing in terms of -- in

1 authority to go in and settle it.
 2 I feel fully confident in giving the
 3 Chair that authority over the next 30 days and
 4 working with counsel to come up with -- you
 5 know, work out the best solution for the
 6 district.
 7 If that's better, I'm happy to do that,
 8 but if you think that's a bad idea, I'm happy
 9 to make the motion as --
 10 MS. McCORMICK: I think that's a good
 11 idea. I think that what the board can do is
 12 authorize the Chair to execute the deed once
 13 approved by staff and/or to, you know, make
 14 other -- or to approve other mechanisms for
 15 addressing this issue.
 16 MR. ROSS: Okay. I make that motion.
 17 CHAIRMAN MILLS: Okay. So your motion
 18 specifically is?
 19 MR. ROSS: What she just said.
 20 CHAIRMAN MILLS: Okay. Is there a
 21 second?
 22 MS. GRIFFITH: Second.
 23 CHAIRMAN MILLS: Okay. Any further
 24 discussion?
 25 (No response.)

1 regard to the additional cost for the wetland
 2 mitigation area.
 3 MS. McCORMICK: Yeah. I mean, at a
 4 minimum, we need this accepted by the
 5 district. They didn't add a place for
 6 acceptance by the district.
 7 So it sounds like if we're going to go
 8 forward with this, we need the board to
 9 authorize the acceptance of the deed tonight,
 10 subject to you getting confirmation from the
 11 water management district --
 12 MS. STEWART: Okay.
 13 MS. McCORMICK: -- that the district
 14 won't have responsibility for the operation of
 15 the areas that they're retaining.
 16 CHAIRMAN MILLS: Mr. Ross.
 17 MR. ROSS: So that's your recommendation
 18 as to how we proceed?
 19 MS. McCORMICK: Yes.
 20 MR. ROSS: I was going to throw out an
 21 alternative, but -- and you can shoot it down.
 22 MS. McCORMICK: Okay.
 23 MR. ROSS: If we were in litigation and
 24 we got referred to mediation, this board would
 25 have to designate one person that had full

1 CHAIRMAN MILLS: All in favor.
 2 (All board members signify in the
 3 affirmative.)
 4 CHAIRMAN MILLS: Motion passes.
 5 (Motion passes.)
 6 MS. STEWART: I'll make the phone call
 7 tomorrow.
 8 CHAIRMAN MILLS: Yeah, let's get this
 9 wrapped up. Let's get this wrapped up.
 10 MS. STEWART: I'll move as soon as
 11 possible. Keep your fingers crossed.
 12 CHAIRMAN MILLS: Okay. What else have
 13 you got?
 14 MS. STEWART: Just very quickly, Doug
 15 and Sonny and I are going to meet after this
 16 meeting. We have made some progress with our
 17 map, so I want to get their input in terms of
 18 where we go next with the map.
 19 So I just want to let you know that I
 20 think we're going to be good next month for
 21 you to start seeing how we're going to
 22 inputting some GIS stuff and everything, so --
 23 MS. GRIFFITH: Great.
 24 CHAIRMAN MILLS: It also says "Best pond
 25 management practices document."

1 MS. STEWART: Oh, to -- oh, on my agenda
 2 thing?
 3 CHAIRMAN MILLS: On the agenda.
 4 MS. STEWART: I thought we had exhausted
 5 that conversation, but that's okay.
 6 CHAIRMAN MILLS: I'm just reading what
 7 was given to me.
 8 MS. STEWART: What we'll do, as part of
 9 this map, that's going to be part of the
 10 discussion, too, so you'll see more next
 11 month, too.
 12 CHAIRMAN MILLS: Okay. Great. Thank
 13 you.
 14 Erin, did you have anything else?
 15 MS. McCORMICK: I don't have anything
 16 else.
 17 CHAIRMAN MILLS: Okay. Manager's
 18 report.
 19 MR. MENDENHALL: Okay. I have the one
 20 item that's on the agenda and it was in your
 21 package, which is consideration of Resolution
 22 2018-1, and this confirms the district's use
 23 of the Hillsborough County elections office to
 24 handle your next election that's coming up.
 25 MR. ROSS: So move.

1 CHAIRMAN MILLS: Is there a second?
 2 MR. LEWIS: Second.
 3 CHAIRMAN MILLS: Seconded by Matt. Any
 4 discussion?
 5 (No response.)
 6 CHAIRMAN MILLS: All in favor.
 7 (All board members signify in the
 8 affirmative.)
 9 CHAIRMAN MILLS: Five to zero.
 10 (Motion passes.)
 11 MR. MENDENHALL: Okay. Thank you.
 12 That's all I have.
 13 CHAIRMAN MILLS: Field manager's report.
 14 MR. MAYS: I guess the first thing I
 15 need to do is clear up the street sweeping
 16 issue.
 17 What ended up happening there is
 18 normally we're scheduled two to three days to
 19 do this entire community. As you guys have
 20 all seen, this weather pattern we've had this
 21 year was quite wild, to say the least.
 22 I mean, the whole month of February we
 23 set heat records, which has caused a lot of
 24 the trees to push a lot soon and a lot more
 25 foliage at the same time, and the new stuff --

1 since it's been so warm, it's pushing so hard
 2 because it's pushing new stuff out.
 3 And one of the things -- I hate to say
 4 it -- but it feels like a mistake we made,
 5 too, was giving the information to residents
 6 too soon, because what ended up happening was,
 7 when residents know this is happening, they
 8 didn't clean their own yards.
 9 A lot of them blew their leaves in the
 10 streets, which ended up causing more foliage
 11 in the streets. I've seen piles in the
 12 streets where residents had left their piles
 13 in the streets instead of cleaning it up
 14 themselves, not all of them, but a lot of
 15 them.
 16 Most of it is due, the excess foliage
 17 that we had this year -- normally they fill a
 18 bin and a half up for this community. Well,
 19 he had four bins filled up.
 20 So his two days he normally is here,
 21 what he had to do is, obviously he's got it
 22 scheduled for the other communities and other
 23 neighborhoods and other DOT projects that they
 24 do.
 25 They're a very good company. They're a

1 big company. So what he did was, he took
 2 those additional -- he knew he missed a lot of
 3 areas. So when he had an extra four hours
 4 from somewhere else, he would send that truck
 5 driver into our community into a different
 6 neighborhood, so we weren't doing it
 7 altogether.
 8 So they spent almost another seven to
 9 eight days just going neighborhood to
 10 neighborhood doing as much as they could. I
 11 followed the truck numerous times. He was
 12 here on property, contrary to what social
 13 media says out there.
 14 It's not who you know, you know. I was
 15 -- I mean, they were doing the best they could
 16 with the abundance of foliage. And just so
 17 you know, they did not charge us one
 18 additional dime, so, you know, you got more
 19 than what you paid for.
 20 So I just want to put that out there.
 21 If there's any questions on it, you know, what
 22 do you think about it, that's fine. If not,
 23 I'll move on to the next thing.
 24 (No response.)
 25 MR. MAYS: Good. As you got your

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1 proposal, we got a proposal for the Version
 2 Three. Version Three is the next step up on
 3 our irrigation satellite system.
 4 Our irrigation satellite system by Toro,
 5 as any computer, needs to be updated. Through
 6 warranty work because of the system being
 7 newer, they put the Version Two in there at no
 8 cost to us.
 9 Now, we're going to the Version Three.
 10 So it's an updated computer, faster
 11 communication, better communication, more
 12 information for our computer. So we need to
 13 upgrade it to the Version Three, if we want it
 14 to work and operate the way that we would want
 15 it to.
 16 And this is why the community bought
 17 such a sophisticated irrigation satellite
 18 system. So you'll see the proposal. I
 19 believe it's for just around \$15,000.
 20 CHAIRMAN MILLS: Where is that proposal?
 21 MS. WHYTE: I don't -- it's in your
 22 file.
 23 CHAIRMAN MILLS: No.
 24 MS. WHYTE: You didn't get --
 25 CHAIRMAN MILLS: It says attached, but

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1 there's nothing attached.
 2 MS. WHYTE: Hold on.
 3 MR. MAYS: You should have gotten the
 4 proposal. If you didn't, it's like fifteen
 5 and change. So it's -- but it is for, I want
 6 to say, 12 or 13 satellites that we have out
 7 there that need to be upgraded.
 8 There's a couple of them that don't have
 9 to be upgraded. They're smaller systems. So
 10 we don't have to upgrade them, but it's for, I
 11 believe, 13 different satellites that we have
 12 to upgrade it to that Version Three.
 13 MS. WHYTE: My apologies to the board.
 14 CHAIRMAN MILLS: Brian.
 15 MR. ROSS: Is there a warranty
 16 provision in this?
 17 MR. MAYS: Well, there's a warranty on
 18 everything, but I'm not sure what it is on --
 19 MR. ROSS: There it is. It's up above.
 20 It says a five-year warranty. I missed it.
 21 My bad.
 22 MR. MAYS: And in my -- you know, my
 23 opinion is we need to go ahead and upgrade
 24 this system.
 25 You asked about it. I'm not sure who

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1 asked about it, but if we go to a new company,
 2 they thought what -- what are we going to have
 3 to do, you know, to the irrigation, because
 4 every time a new company comes in, they're
 5 going to want to do something to the
 6 irrigation system, whether it would be
 7 changing out heads, valves, whatever.
 8 This is something they're going to come
 9 tell you you need to do anyway, whoever comes
 10 in here. So my recommendation is to approve
 11 this and let's get this upgraded.
 12 They have been pretty good to us so far
 13 about other upgrades and repairs.
 14 CHAIRMAN MILLS: Mr. Ross.
 15 MR. ROSS: As I quickly looked at the
 16 proposal, this is just for the computer
 17 system. It has nothing to do with what's out
 18 the field?
 19 MR. MAYS: Correct -- well, no. No. It
 20 is based for each one.
 21 MR. ROSS: For each sprinkler head?
 22 MS. WHYTE: No. No.
 23 MR. MAYS: No. No. For each satellite
 24 system.
 25 MR. ROSS: Oh, okay.

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1 MR. MAYS: The standalones out there,
 2 each one of them, you open the door, there is
 3 a computer inside of it.
 4 MR. ROSS: I misspoke. But it's not to
 5 do with the irrigation heads, the pipes, all
 6 that.
 7 MR. MAYS: Yes. Strictly the satellite
 8 system.
 9 MR. ROSS: Got it.
 10 MR. LEWIS: Curious. I know my Apple
 11 iPhone likes to update every couple of days,
 12 it seems like. What's the longevity of each
 13 upgrade? Do you know or --
 14 MR. MAYS: Of each upgrade?
 15 MR. LEWIS: Yes. Like if this is
 16 Upgrade Three, is there --
 17 MR. MAYS: Well, we've had this system
 18 -- what? -- about eight years now --
 19 MS. WHYTE: Yes.
 20 MR. MAYS: -- eight to ten years?
 21 CHAIRMAN MILLS: 2010 was the last --
 22 okay.
 23 MR. MAYS: So it seems like the upgrades
 24 are coming every four to five years, about
 25 when the warranty runs out, which is good,

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1 because the warranty runs out anyway --
 2 MR. LEWIS: Okay.
 3 MS. GRIFFITH: And Wesco Turf,
 4 there's not another --
 5 MR. MAYS: They're the only ones that
 6 repair and work on Toro equipment. And that's
 7 something that we talked about with other
 8 people, too.
 9 When we do rewrite the contract, we need
 10 to make sure that we put that in the contract
 11 that we need somebody that is a qualified
 12 Sentinel, at least two years, and they need to
 13 show their background in it, because this --
 14 you just don't walk in here and start working
 15 on this system without having the knowledge.
 16 CHAIRMAN MILLS: Okay. Would it
 17 appropriate for a motion?
 18 MS. WHYTE: My apologies to the board
 19 again.
 20 MR. ROSS: I move that we accept and
 21 proceed --
 22 CHAIRMAN MILLS: Okay.
 23 MR. ROSS: -- accept the proposal and
 24 proceed.
 25 CHAIRMAN MILLS: Is there a second?

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1 MR. LEWIS: I'll second.
 2 CHAIRMAN MILLS: Seconded. Any further
 3 discussion?
 4 (No response.)
 5 CHAIRMAN MILLS: All in favor.
 6 (All board members signify in the
 7 affirmative.)
 8 CHAIRMAN MILLS: Okay.
 9 (Motion passes.)
 10 MR. MAYS: The next thing is the repairs
 11 were completed over at Glenclyff Park. We put
 12 in a better runway around that wheel.
 13 We put a better runway around the wheel.
 14 We elevated it just enough, but we pitched it
 15 also, so the kids won't have a trip and fall
 16 there as they're going up on it.
 17 But we poured it, we took some of the
 18 matting underneath out and basically cut in it
 19 so that it will stick in, and it looks very
 20 solid and a lot better.
 21 We also, while we were doing it, we
 22 went ahead and ordered seven mats for the
 23 swings and slides underneath Baybridge Park,
 24 which I will do at Glenclyff eventually, too.
 25 We're experimenting with them. They're

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1 like 120 pounds for one of these things. So
 2 it's not like they can be taken out. You
 3 don't even have to glue them or staple them
 4 down.
 5 You really don't want to staple them
 6 down in this Pour and Play anyway because then
 7 you would ruin that matting underneath. So,
 8 so far, so good, and that should protect us
 9 under our slides where we've had a lot of wear
 10 and tear, at around the swings where some of
 11 the wear and tear has been, so this should
 12 help that, too, so we went ahead and did that.
 13 MR. CHESNEY: So those things aren't
 14 mounted to it; they're just sitting there?
 15 MR. MAYS: Try picking one of those
 16 things up.
 17 MR. CHESNEY: That's crazy.
 18 CHAIRMAN MILLS: My grandson bounced off
 19 of that thing, and it didn't move.
 20 MS. McCORMICK: They did the repair
 21 without charging anything?
 22 MR. MAYS: Here's what they did. No,
 23 because he -- what he did was, he's giving us
 24 a proposal as the board has requested on a
 25 slide.

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1 He says, "I can't do that, because
 2 that's a different company, but what I can do
 3 is, I will give you the price of that repair
 4 off on your slide."
 5 So he's giving us 2200 --
 6 MS. WHYTE: \$2300.
 7 MR. MAYS: -- \$2300 credit towards the
 8 slide.
 9 MR. LEWIS: Oh, my gosh. How much is
 10 the slide?
 11 MS. WHYTE: We're still waiting on the
 12 final number. I'm just texting him now
 13 because he was supposed to send it yesterday,
 14 and I still haven't gotten it.
 15 MR. BARRETT: It's just that \$2300 is
 16 more expensive --
 17 MR. MAYS: Yeah. Well, you know, I
 18 talked to him about that, too.
 19 MS. GRIFFITH: Doug, also with regard to
 20 Glenclyff, so, you know, I had resident
 21 feedback that I shared with you around
 22 lighting.
 23 MR. MAYS: Right.
 24 MS. GRIFFITH: And I think you mentioned
 25 maybe there's a possibility of trimming back

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1 the trees so that the light can come through a
 2 bit more.
 3 You know, I don't think we want
 4 ballpark-type lighting.
 5 MR. MAYS: Right.
 6 MS. GRIFFITH: But did you have a chance
 7 to look at that at all?
 8 MR. MAYS: No, I did not. No, I did
 9 not. I forgot all about it. I'm sorry.
 10 MS. GRIFFITH: Okay. No, no worries.
 11 MR. ARGUS: Are you suggesting changing
 12 the LED lights?
 13 MS. GRIFFITH: You know what. Maybe.
 14 Maybe.
 15 MR. MAYS: Also, we're still working on
 16 the pricing. I was hoping that I would have
 17 it by the meeting for the two canopies that
 18 have been requested over -- one over at West
 19 Park Village in that play area, because of --
 20 that big one. That one didn't cover the whole
 21 -- it covers the playground, but it doesn't
 22 cover the whole Pour and Play.
 23 And if you guys ever knelt on that stuff
 24 on a hot summer day, it'll burn right through
 25 your jeans. So we did have a child not bad

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1 burned bad, but burned where a mother
 2 complained, and so checking it out, it does
 3 get quite hot on there, so we're looking at
 4 maybe adding an additional canopy on that
 5 spot, along with another one that we've got in
 6 Baybridge Park where those three spring-loaded
 7 devices are.
 8 Those -- so the same thing with those,
 9 those get very hot. So we've got -- both of
 10 the companies that did the installation of
 11 everything, we went straight to them. They
 12 installed the equipment, so we have gone to
 13 each one of those companies to try to get them
 14 to put proposals together. That is what is
 15 going on right now. We should have it by next
 16 month's meeting.
 17 And as you saw, the palm trees have been
 18 done. And a question, I guess, for everybody
 19 -- I need some help on this one -- in the
 20 backyards of quite a few homes, a lot of these
 21 areas, everybody lives on conservations -- you
 22 know, a lot of people live on conservations,
 23 and in these conservations, the builder and
 24 the developer, whoever, put a lot of cypress
 25 trees in backyards.

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1 We've already got an answer for dealing
 2 with the ones on the streets, but the ones
 3 that are in the backyards are now, we've had
 4 -- I've got four residents asking me to please
 5 do something about all these roots, because
 6 what's happening, cypress tree roots can
 7 sometimes travel pretty far.
 8 And we've got some issues with some of
 9 these roots getting in people's pools and
 10 patios and things like that. So what we did
 11 before was actually took a root pruner and ran
 12 it down the edge, but sometimes that doesn't
 13 even stop it.
 14 We almost need to install some sort of
 15 root barrier. When you cut it, you install a
 16 barrier in the ground. But that -- it's not
 17 that expensive, but depending on how many
 18 people this is going to affect, we've got a
 19 lot of houses with younger cypress trees that
 20 are starting to become mature that sometimes
 21 have actually popped up brick pavers, so --
 22 and it's cypress trees from our property.
 23 I know the way the law reads when you're
 24 trimming a tree, if you're trimming a tree
 25 that belongs to your neighbor, for instance,

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1 you have the right to trim a tree that comes
 2 from your neighbor. That way, if he's a tree
 3 hugger or she's a tree hugger, you still can
 4 keep it off your property line.
 5 Do we tell the residents it's their
 6 problem and hold -- hold them to the letter of
 7 the law on something like that, or do we
 8 address it for them and do something about all
 9 these cypress trees?
 10 I'm not sure if this is a legal question
 11 or if somebody can give me an idea of
 12 something else we should do.
 13 CHAIRMAN MILLS: Do you have any sense
 14 of how many of these we're talking about?
 15 MS. WHYTE: No.
 16 MR. MAYS: Well, a lot of those trees
 17 are young right now, and those are even closer
 18 than some of them we're dealing with now that
 19 are mature ones.
 20 MS. STEWART: Are they planted or are
 21 they natural?
 22 MR. MAYS: They're planted.
 23 MS. STEWART: If they're planted, you
 24 can remove them?
 25 MR. MAYS: Well, they're in mitigation

1 areas a lot of times --
 2 MS. WHYTE: Or along lake beds.
 3 MS. STEWART: That -- okay.
 4 MR. MAYS: -- and were required to put
 5 them in there.
 6 MS. STEWART: If it's wetland mitigation
 7 or natural from wetlands, you obviously have
 8 to leave it alone.
 9 MR. MAYS: Right.
 10 MS. STEWART: If it was a builder
 11 putting in for trees, you can --
 12 MS. WHYTE: Is it along a pond, though?
 13 MR. MAYS: That's where a lot of them
 14 are right now. Some of bigger ones are along
 15 ponds, but we've got some smaller ones that
 16 are coming up and there's going to be a
 17 problem in another five to ten years.
 18 CHAIRMAN MILLS: Mr. Ross.
 19 MR. ROSS: To your comment, Tonja, if
 20 we're barred from removing them, that makes me
 21 feel that we're barred from performing work on
 22 them.
 23 MS. STEWART: Why don't you let me take
 24 -- talk to our environmental people, because
 25 I'm not a huge advocate for cypress trees

1 because of the cypress knees. I mean, they
 2 create long-term problems.
 3 And I have engaged in some conversation
 4 with them in terms of being able to maintain
 5 the cypress knees. So if you don't mind, let
 6 me get some information back from them to see
 7 if there is a program that we can maintain the
 8 cypress knees.
 9 MR. ROSS: Well, I feel -- just to be
 10 clear, I'm not advocating we should or we
 11 shouldn't, but, rather, I'm not so interested
 12 in maintain, but my gut tells me, if we're
 13 cutting roots, we're potentially damaging that
 14 tree which we're obligated to put in there,
 15 and so --
 16 MS. STEWART: I've learned a lot about
 17 trees this year. That's why I want to talk to
 18 them, because, I agree with you, you can take
 19 one root out and you can kill a tree, so --
 20 MR. ROSS: Yes.
 21 MS. McCORMICK: And I don't think we can
 22 go onto the private property to take out the
 23 roots or the knees or whatever.
 24 I mean, is it that what you're --
 25 because this is on private property.

1 MS. STEWART: I was thinking at the
 2 property line doing something.
 3 MR. MAYS: So far -- I'm sorry.
 4 MS. STEWART: Sorry.
 5 MR. MAYS: So far, what we're finding
 6 is, it's on our easement at the end of the
 7 property line.
 8 MS. McCORMICK: Oh, okay. So it's
 9 within our property.
 10 MR. MAYS: Yeah. And then it's crossing
 11 from ours, too, into theirs. So we have done
 12 it, once or twice, where we have hired a root
 13 pruning company and ran it along the edge in
 14 our easement, not their yard, so we can cut
 15 them back.
 16 MS. McCORMICK: Yes. I would just not
 17 recommend, though, we do anything. If it's on
 18 the homeowner's property, then it's really
 19 their issue to deal with.
 20 MR. MAYS: We're --
 21 MS. STEWART: Are you an advocate for
 22 giving them some information that they could
 23 do on their own property, if they choose to?
 24 MR. ROSS: If you're asking me, I think
 25 it's always good to give people information

1 that they didn't have before that helps them
 2 maintain their property. We're their friend,
 3 not their adversary.
 4 MS. STEWART: I'll gather some
 5 information and see if we can find something
 6 to distribute.
 7 MR. ROSS: And that's consistent with
 8 our staff's approach. They're always super
 9 helpful to everybody. But I come back to, if
 10 you look at that issue of, are we stepping
 11 into the poop if we go in and start cutting
 12 those roots?
 13 MS. STEWART: I'll find out.
 14 MR. ROSS: Thank you.
 15 CHAIRMAN MILLS: Greg.
 16 MR. CHESNEY: Is there -- you said you
 17 hired someone to cut back the roots. Is there
 18 a tool that they have?
 19 MR. MAYS: A stump grinding machine will
 20 do the same thing, because when you cut a root
 21 back, you don't just beat it up with an axe or
 22 a machete. That's what will damage and kill a
 23 tree.
 24 What you do is, you properly cut it
 25 back, so you use a good saw blade or machine

1 blade that cuts it really fast and nice and
 2 even.
 3 MR. CHESNEY: Do we own a machine like
 4 that?
 5 MR. MAYS: No, we don't.
 6 MR. CHESNEY: how much is a machine like
 7 that?
 8 MR. MAYS: About \$20,000.
 9 MR. CHESNEY: Really?
 10 MS. GRIFFITH: So, Doug, is the question
 11 whether or not we want to undertake a project
 12 to go through and identify these trees and
 13 just proactively trim back the roots, or is
 14 the question that you have the green light
 15 that on as-needed basis to go in and do the
 16 work?
 17 MR. MAYS: I would say on as-needed
 18 basis, because we don't really want to wait
 19 until these roots are sitting in somebody's
 20 pool, and that has happened, I think, once
 21 where they were.
 22 MS. WHYTE: Pool deck.
 23 MR. MAYS: And we don't want to wait
 24 until that happens. It would benefit us when
 25 a resident sees those knees popping up in

1 their backyard. They know they're going to
 2 have a problem, because those knees are the
 3 roots, and that's the indicator that you have
 4 a problem coming.
 5 MR. CHESNEY: So what did it cost to
 6 prune back the one?
 7 MR. MAYS: I want to say it was around
 8 \$300, because you're not having to top every
 9 root, you know.
 10 What we did was just run the machine
 11 evenly to try to hit the roots themselves.
 12 We've got some residents that have the knees
 13 so high, you can't walk in their backyard
 14 without twisting an ankle.
 15 I mean, cypress knees sometimes, you
 16 know, you can go eight to 12 inches tall,
 17 so --
 18 MR. CHESNEY: So it's really only 100
 19 homes is \$30,000 then.
 20 MR. MAYS: Right.
 21 MS. WHYTE: Depends how much --
 22 MS. GRIFFITH: So -- but if we wait for a
 23 resident to call, I mean, going in and doing
 24 the work will prevent future growth, future
 25 damage, but that doesn't go in and correct the

1 knees that --
 2 MR. MAYS: Yeah. No. They'll grow back
 3 sometimes.
 4 MS. GRIFFITH: So it seems to me we
 5 almost would want to have a proactive
 6 approach, if it makes sense.
 7 MR. MAYS: It would be nice for somebody
 8 in government to allow us to, okay, they
 9 decided -- you know, because the county is the
 10 one that put this together and they're the one
 11 that said, "We want to plant 600 trees here,
 12 we want to plant 400 trees here."
 13 So when I first got here, that's what
 14 they were doing, they were planting these
 15 mitigations wild. So it would be nice for
 16 someone in government to say, "Wow, that's a
 17 mistake. We should not let you put them that
 18 close to homes. These are cypress trees. We
 19 understand the damage they could do. So let's
 20 take a row out and clip that whole row off and
 21 that would help a lot."
 22 We have got some of them, seriously,
 23 they are probably almost from me to Sebastian,
 24 so their back patios. I mean, these are not
 25 -- and they're not as tall as this -- when

1 they get three times that, that's just way --
 2 way too close. That tree really needs to go.
 3 CHAIRMAN MILLS: Tonja, you're going to
 4 see what we can find out?
 5 MS. STEWART: Absolutely.
 6 CHAIRMAN MILLS: Okay. Great.
 7 MR. CHESNEY: We keep it on the agenda.
 8 MR. MENDENHALL: Yeah, that would be
 9 good.
 10 CHAIRMAN MILLS: Anything else, Doug?
 11 MR. MAYS: That's all I've got. Sonny
 12 may have something to add to it. Not today?
 13 MS. WHYTE: No. No.
 14 MR. MAYS: That's all I got.
 15 CHAIRMAN MILLS: Any update on the
 16 latest final date for Westra to get out of
 17 here?
 18 MR. MAYS: No final date. No final
 19 date, but, as you see, they have started doing
 20 the -- the lane diversions are back, so we're
 21 running through our regular lanes now.
 22 Now, we're -- they're restoring -- they
 23 started on the first entry down here by
 24 Radcliffe, so restoration progress is in.
 25 As you know from the beginning, they had

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1 a year on this project. They were shooting to
 2 get it done in six months. Now, it's looking
 3 about nine months that it's going to take for
 4 the whole project to be completed.
 5 So I would say, what I see out there,
 6 probably 30 days to restore everything. We've
 7 already started running our irrigation and
 8 rewiring it and that kind of stuff, so --
 9 CHAIRMAN MILLS: Okay. Nothing else?
 10 (No response.)
 11 CHAIRMAN MILLS: All right. Let me go
 12 back here.
 13 MR. MAYS: I would like to know where
 14 that one bush is that Ms. Griffith sees. I
 15 searched the property up and down today, and I
 16 couldn't find it. I found other ones, though.
 17 MS. GRIFFITH: I think, because I looked
 18 today, it was gone. It was almost like Paul
 19 knew. I went, that sucker was there. It's
 20 been there every day, and then last night --
 21 after he made the comment on my drive home
 22 last night, I'm like, it's not there.
 23 MR. MAYS: (Inaudible)
 24 MS. GRIFFITH: But there was a gap where
 25 it was, so --

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1 MS. STEWART: Somebody got a text?
 2 MR. MAYS: Yeah, we may need to replace
 3 it now or Mr. Ross won't be happy, so --
 4 MR. ROSS: We're pumping you --
 5 CHAIRMAN MILLS: Let's keep moving. So
 6 we've covered the golf course, we've covered
 7 audience comments.
 8 Supervisor comments. Mr. Ross.
 9 MR. ROSS: Great. I wanted to make the
 10 general comment, I thought the workshop
 11 yesterday was very productive. Certainly it
 12 was long, and we never wanted it to be that
 13 long. But I just found the conversation to be
 14 exactly what we should be talking about
 15 as policymakers for the community.
 16 Specifically, I agree with Paul of OLM's
 17 suggestion that shifting expectations for
 18 whatever reason affect our perception of
 19 achieving success on the desired outcome.
 20 In short, he was saying our unhappiness
 21 was not so much tied to the standards or
 22 performance. It was tied to our expectations
 23 are shifting with the passage of time.
 24 And I think there's legitimacy to that
 25 point, and I think we need to listen to our

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1 experts; however, his suggestion that
 2 performance had no impact, that he wasn't
 3 aware of, that fell short for me, that when he
 4 acknowledged that he wasn't getting the weekly
 5 reports that he's supposed to be getting, that
 6 tells me, at least to some degree, there's
 7 performance related to all of this.
 8 I don't know what the magic answer is
 9 going to be or something like that, but I did
 10 have some specific either requests or motions
 11 that I wanted to make that hopefully will keep
 12 us trudging forward.
 13 The first one is, I request that Neale
 14 Stralow of Stantec, working with CDD staff,
 15 finalize the landscape designs for the four
 16 community entry points, each interior entry
 17 point with an existing monument sign, and
 18 garden on Linebaugh, with all those being
 19 consistent with the previous designs presented
 20 by Stantec.
 21 My reason for making that is, I felt
 22 like Neale was acting as if the ball was in
 23 our court, that he was looking for direction
 24 from us. And my sense was most of us were
 25 pleased with the controlled focus that he had

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1 with regard to the entryways, and I'm saying
 2 let's go to the next level and go ahead and
 3 get whatever he believes are appropriate
 4 landscape designs for the four community
 5 entrance points, the interior entry points
 6 where there are existing monument signs, and
 7 the Mays Park or garden on Linebaugh.
 8 CHAIRMAN MILLS: Okay. So --
 9 MR. ROSS: If I need to make that as a
 10 motion, I'll make it as a motion.
 11 CHAIRMAN MILLS: Do we need that as a
 12 motion, or can we just direct staff?
 13 MS. WHYTE: I don't know. But can I
 14 have clarity on which four points? Are you
 15 talking about Sheldon, Linebaugh and
 16 Countryway South, or are you talking about --
 17 MR. ROSS: Coming in both sides of
 18 Linebaugh and both sides of Countryway.
 19 MS. WHYTE: I mean, so south and north?
 20 MR. ROSS: Yeah. When someone hits that
 21 entry point, they know I'm coming into
 22 Westchase; I can feel the difference.
 23 MS. WHYTE: It's not coming in from
 24 Linebaugh, from the east side, from Racetrack.
 25 CHAIRMAN MILLS: North, south, east and

1 west.
 2 MR. ROSS: Yeah, both sides of Linebaugh
 3 and both sides of Countryway.
 4 MS. WHYTE: Okay. So that's eight --
 5 MR. MAYS: That's your four.
 6 MR. ROSS: That's my four.
 7 MS. WHYTE: I just needed to make sure.
 8 MR. ROSS: I see you're breaking it into
 9 two. I gotcha. I gotcha.
 10 MS. WHYTE: Yes. Sorry.
 11 MR. ROSS: And I'm not suggesting what
 12 the answer should be, but the same consistent
 13 approach, take a peek at it and make a pitch
 14 to us.
 15 MR. LEWIS: Can I interrupt you?
 16 MR. ROSS: Yeah.
 17 MR. LEWIS: I had a note from the last
 18 meeting, too, regarding that was him talking
 19 to TECO about the neighborhood entries for
 20 lighting.
 21 MR. ROSS: I've got that on the next
 22 one, so we're on the same page.
 23 MR. LEWIS: Okay. Sorry. I just wanted
 24 to make sure.
 25 MR. ROSS: I'm right there with you.

1 I'm right there with you.
 2 MR. LEWIS: All right.
 3 MR. ROSS: And so if we don't need a
 4 motion, I'll go to the next one.
 5 I'll ask that the CDD staff working with
 6 Stantec prepare the appropriate electrical
 7 specs and solicit bids for such work for the
 8 four community entry points, each appropriate
 9 interior entry point that I mentioned a moment
 10 ago, the garden on Linebaugh, and then I've
 11 added to it the Promise Lane property,
 12 anticipating that that'll be used as either a
 13 nursery or a community garden, like Doug had
 14 suggested.
 15 So the same line that you mentioned,
 16 that we get the electrical back-up specs and
 17 bids for that.
 18 MS. STEWART: Okay. Moving on.
 19 MR. MAYS: One thing on that, though, is
 20 actually have a meeting set up with Beta
 21 Electric. Beta Electric is the company that
 22 did the electric for the entire community of
 23 Harbor Links and the Estates, so I figured
 24 they're the large electric company that we've
 25 dealt with before, so I have a meeting with

1 them on the 13th.
 2 MR. ROSS: You're five steps ahead of me
 3 as usual. Thank you. Thank you. Thank you.
 4 I also request that the CDD staff
 5 solicit bids for construction of a water well
 6 on the Promise Lane property, again,
 7 consistent with what Doug had suggested,
 8 together with any related irrigation work.
 9 MR. MAYS: The ball is rolling on that,
 10 too.
 11 MR. ROSS: Fantastic. You're the man.
 12 And then, lastly, request that CDD staff meet
 13 with Davey and inquire whether Davey is
 14 interested in a one-year extension of the
 15 existing landscape contract in conjunction
 16 with OLM's suggestion that the payment
 17 performance percentage could be broken down
 18 into subsets based on location or subject
 19 matter.
 20 And I'll address counsel in a second.
 21 But if you recall, what they're saying is, we
 22 can break it down. And so what I'm saying is,
 23 let's go talk to Davey and see if they're
 24 interested in extending it and doing that
 25 breakdown, still keeping it the 25 percent,

1 but -- because I looked at the contract.
 2 It doesn't say how the 25 percent is
 3 allocated. We can do the village-by-village
 4 approach, although we'd still be short
 5 geographically, we still would need to address
 6 parks and the main drags, et cetera, or you
 7 could do it by the subject matter.
 8 So I'm just asking you guys to have that
 9 conversation to see if Davey would be
 10 interested and what would make sense based
 11 on OLM, Davey's and your input.
 12 MR. MAYS: Okay.
 13 MR. ROSS: Okay. And I know that
 14 previously, Erin, you had opined that you
 15 weren't sure that we could extend the
 16 contract.
 17 I pulled up the contract. I'm sure you
 18 looked at it 87 times. It was interesting to
 19 me, there is no defined term. It's just not
 20 in there.
 21 It's just a contract that has some
 22 pricing and other things. So my thinking is,
 23 as long as we have the right to extend it and
 24 there's not a defined term, why wouldn't we be
 25 able to continue to extend it as long as we're

1 not changing the pricing or otherwise changing
 2 any material term?
 3 MS. McCORMICK: Well, I saw that email
 4 from Paul Woods, and if I recall, it said
 5 something about the contract can be extended
 6 for an additional one-year term.
 7 MR. ROSS: What he actually -- I
 8 personally think he is misreading that
 9 paragraph.
 10 What that 5.2 talks about is that the
 11 contractor can agree to extend it for a one-
 12 year term. Separate from that, the owner, us,
 13 has the right to terminate at any time upon a
 14 30-day notice.
 15 So that's why I'm framing the request
 16 as, let's see if OLM, see if Davey is
 17 interested in extending for a year, same --
 18 terms would be the same, same price, same
 19 percentage -- performance percentage. Nothing
 20 would change.
 21 MS. McCORMICK: Yeah. I mean, I talked
 22 to Andy about this today because I -- one of
 23 the things I looked at was our rules of
 24 procedure, and we have a provision in there
 25 that says that a contract can only be renewed

1 for three -- says it can only be renewed for a
 2 maximum of three years -- three, one-year
 3 terms, I think. Let me find --
 4 MR. ROSS: Aren't we only in the first
 5 year of renewal?
 6 MS. WHYTE: Uh-huh.
 7 CHAIRMAN MILLS: Uh-huh.
 8 MR. ROSS: So we could do it for two
 9 more years.
 10 MS. McCORMICK: Let me go through this
 11 again. Sorry.
 12 MR. ROSS: And while you're looking at
 13 it, I want to be clear to the board, I'm not
 14 suggesting that we should extend it. I'm
 15 trying to figure out what our options are, see
 16 if this is an option that might make sense to
 17 all the players.
 18 MS. McCORMICK: Contracts for the
 19 purchase of maintenance services subject to
 20 this rule may be renewed for a period that may
 21 not exceed three years for the term of the
 22 original contract, whichever period is longer.
 23 MR. ROSS: So do you read that to say --
 24 because, again, term wasn't defined. But when
 25 you look at it, you see that there was three

1 -- there was three years of pricing done.
 2 So are you saying that after those three
 3 years of initial pricing, we could do three
 4 one-year renewals?
 5 MS. McCORMICK: I guess what -- and I
 6 would have to go back and look at it again,
 7 but the way I've looked at it is that the term
 8 of the contract is for one year, and then we
 9 had an opportunity to renew for two additional
 10 one-year periods.
 11 MR. ROSS: The reason I'd disagree with
 12 you, that when you look at the contract, it
 13 actually has a chart, and it talks about this
 14 is the price first year, this is the price
 15 second year, and this the price third year.
 16 MS. McCORMICK: Right.
 17 MR. ROSS: But it never says the term is
 18 three years.
 19 CHAIRMAN MILLS: I think it does.
 20 MS. WHYTE: It does.
 21 MR. ROSS: Does it say that?
 22 CHAIRMAN MILLS: It's buried, because we
 23 looked at it today also.
 24 MS. WHYTE: We looked at it this
 25 morning.

1 CHAIRMAN MILLS: In Article 11, buried,
 2 the term of the service agreement shall begin
 3 November 1, 2014 and expire on October 31,
 4 2017.
 5 MR. ROSS: Fantastic. That's even
 6 better. Because then what she's saying is,
 7 we now can renew it for three separate
 8 one-year terms.
 9 CHAIRMAN MILLS: If the way you read it
 10 is correct, assuming Davey, in effect,
 11 initiates that request. Right?
 12 MS. WHYTE: Yes.
 13 MR. ROSS: And that's why you have to
 14 have the conversation. They may come back and
 15 say, "We have no interest in doing that."
 16 Okay. But why not inquire?
 17 CHAIRMAN MILLS: So we need to flush
 18 that out before we go through --
 19 MS. McCORMICK: Okay. Right. Right.
 20 CHAIRMAN MILLS: -- what we looked at
 21 yesterday.
 22 MR. MAYS: I would flush out -- I would
 23 flush out addendums, too. I mean, is there a
 24 way to -- because we still haven't talked
 25 about possibly taking the mulch out of the

1 contract, taking the tree -- hard woods out.
 2 Would that be just basically an addendum
 3 to the contract between -- which is authorized
 4 to do?
 5 MS. McCORMICK: Yeah. I think -- I
 6 think we could do it -- I mean, I think
 7 that --
 8 MS. WHYTE: But that would reduce their
 9 contract.
 10 MS. McCORMICK: The issue would be, if
 11 we're going to add significant scope to the
 12 contract beyond what's in there now, then can
 13 we find a way to say it's being done at the
 14 same unit price or the same, you know, cost
 15 that they had current bid for their original
 16 project.
 17 MR. ROSS: The reason why I worded it
 18 that way is, I go back to my original remarks,
 19 I owe it to you and OLM and Davey to listen to
 20 you.
 21 And I'm hearing you say that to the
 22 extent guys like me are cranky about the
 23 landscaping, to some degree, it's because my
 24 own expectations have shifted or evolved or
 25 whatever else.

1 And I respect you all's viewpoint. So
 2 I'm, in essence, looking at it as maybe let's
 3 just extend it for a year and put it to the
 4 test.
 5 Let's look and see if we can be a little
 6 bit sharper of a focus, rework the payment
 7 performance plan, as OLM suggested, and maybe
 8 -- maybe Paul Woods is right. Maybe I'm
 9 wrong and I'm just being a jerk about it.
 10 And I'll accept that, and I'll accept that.
 11 It won't be the first time I have been
 12 told I'm a jerk.
 13 MS. WHYTE: Can I just comment on that?
 14 That may very well be a good idea considering
 15 we're going to have construction on Sheldon to
 16 our office side. That scope is going to be --
 17 that median is going to be dug up again for
 18 another -- how long do they expect that work?
 19 MR. MAYS: Three months.
 20 MS. WHYTE: So it may be worked into the
 21 contract, well, to not bring in a new
 22 contractor.
 23 MR. ROSS: That's my request, that they
 24 get with Davey and OLM and see if there's
 25 interest in going forward.

1 And then the last point I have is, you
 2 have on your report about the holiday
 3 lighting, if we move forward with Neale
 4 Stralow's ideas, I personally was very
 5 enthusiastic about using lighting as a way of
 6 enhancing and focusing on those monument
 7 signs.
 8 If we're going to have a lighting
 9 component, it might make sense to hold off on
 10 the holiday lights until we know whether
 11 that's a genuine possibility or not.
 12 MS. WHYTE: Not a problem, but it's the
 13 wreaths and the garlands that are -- that
 14 needs to be replaced, and, unfortunately, you
 15 don't have a huge time on that. They have to
 16 be ordered.
 17 MR. MAYS: I would ask you also when go
 18 to that four corners up there, look at all the
 19 street lighting that's in the area. Sometimes
 20 that street lighting is so bright that it
 21 almost makes uplighting a waste of time, so
 22 just --
 23 MR. ROSS: And if you allow me to hog
 24 the floor, and I thank the board for allowing
 25 me to do it. That's why I'm saying you guys

1 talk about it.
 2 I have a hundred percent trust in you
 3 and not a hundred percent trust in me that I
 4 know the answer, so I'd rather you guys look
 5 at it.
 6 If you come back and say, "We don't need
 7 to touch the lighting," fabulous, fabulous.
 8 Do you see what I'm saying?
 9 MR. MAYS: Yes, sir.
 10 MR. ROSS: You guys go to work. You're
 11 good at it.
 12 So thank you for allowing me to hog the
 13 floor.
 14 CHAIRMAN MILLS: Before we go to the
 15 next one, we're a little over, but we're on
 16 the homestretch.
 17 THE REPORTER: We're on the homestretch.
 18 CHAIRMAN MILLS: You're okay?
 19 THE REPORTER: Yes.
 20 CHAIRMAN MILLS: Okay. Mr. Lewis.
 21 MR. LEWIS: I'm going to make it easy.
 22 I don't have anything today.
 23 CHAIRMAN MILLS: See, so far so good;
 24 however, he's deferring his time to the next
 25 seat.

1 Ms. Griffith.
 2 MS. GRIFFITH: Thank you. All right.
 3 I do want to give sort of a final update on
 4 the dog park research that I committed to
 5 doing, with regard to the potential for
 6 putting some type of a dog park under the TECO
 7 poles -- easement, and so here's -- I think we
 8 can sort of put that idea to rest, and here's
 9 why.
 10 TECO has rules -- imagine that --
 11 two of them, one states that the encroachment
 12 must be temporary, easily and immediately
 13 removable by the owner. In other words, it
 14 has to be temporary. It cannot be an actual
 15 built-in fence.
 16 The other states that the -- there
 17 should be a rheostat. Basically it prevents
 18 animals. It says there should not be any
 19 animals. So there goes that idea. So I guess
 20 that's the update there, so I think we're sort
 21 of back to the drawing board, if that's
 22 something that we want to pursue at a later
 23 time.
 24 I was going to ask about the holiday
 25 decor. I think you had mentioned at some

1 MS. WHYTE: I don't know. I am looking
 2 to see where you guys wanted to go, because
 3 some residents were saying, "Oh, the garland
 4 is -- you know, we don't like the garland," or
 5 "We don't like the wreaths. We -- you know,
 6 being a long wall, we should have this or we
 7 should have that."
 8 MS. GRIFFITH: Well, I mean, of course,
 9 you know, any type of outdoor decor over time,
 10 it weathers, it ages. So, I mean, we're here,
 11 if nothing else, for that reason, having that
 12 conversation. But I don't want it to be like
 13 in the middle of holiday season going, "Oh,
 14 darn," so --
 15 MS. WHYTE: So that's why I'm starting
 16 now, because if you don't order the products
 17 in the next four months, like the latest will
 18 be June, July, which is really weird to be
 19 worrying about holiday decor in the middle of
 20 the summer, but unfortunately you will not get
 21 your supply.
 22 The question is, is what is it -- in the
 23 past, your predecessors, some of your board
 24 members, have felt that, you know, we need to
 25 be very careful, because there are very --

1 point that you wanted to start thinking about
 2 budgeting for holiday decor.
 3 MS. WHYTE: Well, that is where I was
 4 at. And, I mean, the lighting is absolutely
 5 an intricate part of our entranceways, and if
 6 we have appropriate lighting, then we may not
 7 need it. But the actual decor itself, the
 8 wreaths, the garlands, and all of that are
 9 starting to break.
 10 I mean, the boys did the best they
 11 could. They wired them together. We had to
 12 reorder some this year because some
 13 communities didn't have it.
 14 So here's the thing: It's taken us 13
 15 years -- so it's taken us probably about five
 16 or six to get everything done. We are
 17 obviously not going to be able to replace all
 18 of it all at once.
 19 Keep in mind, for those boards members
 20 who were not here when originally the board
 21 approved us to do holiday decor and wreaths
 22 and garlands, I did all of those wreaths, and
 23 I can tell you it took me a long time and many
 24 years to do them.
 25 MS. GRIFFITH: So what do you need now?

1 there is a lot of aspects to holiday decor.
 2 There are a lot of nationalities, a lot
 3 of beliefs, a lot of religions, so we try to
 4 keep it as simple as possible.
 5 MS. GRIFFITH: Well, neutral I think is
 6 good.
 7 MS. WHYTE: As neutral as possible. The
 8 lighting has always been white or clear, some
 9 of the garlands -- so it's a matter of how
 10 much do we want to budget, where do we want to
 11 go with it, and how far do we want to go with
 12 it --
 13 MS. GRIFFITH: Okay.
 14 MS. WHYTE: -- and how much do we want
 15 to replace, and what do we want to replace it
 16 with?
 17 MS. GRIFFITH: So will you be making the
 18 recommendation to us or --
 19 MS. WHYTE: Oh, I'm looking for a
 20 recommendation for you guys to meet --
 21 MS. GRIFFITH: So maybe at a workshop,
 22 perhaps, a brief topic at one of your
 23 workshops --
 24 MS. WHYTE: Well, we can certainly do
 25 that. I think that will work.

1 MS. GRIFFITH: Okay.

2 MS. WHYTE: And I'll bring some ideas

3 with me and some discussions and please don't

4 send out a survey to residents, what they'd

5 like.

6 MR. MAYS: No. We actually had a couple

7 of residents if they could possibly be on a

8 committee and help with --

9 MR. CHESNEY: Yeah. Well, that's a --

10 MS. GRIFFITH: That's a great idea.

11 MR. MAYS: Yeah.

12 MS. GRIFFITH: And maybe that's even

13 something that we -- I don't know -- if the

14 WCA, as they decorate their pools and things

15 like that, I don't know that --

16 MR. CHESNEY: I think some of the scout

17 troops maybe can help you make stuff.

18 MS. GRIFFITH: I like that. I like that

19 idea a lot.

20 MR. CHESNEY: Yeah.

21 MS. GRIFFITH: Let's involve the

22 community.

23 CHAIRMAN MILLS: Okay.

24 MS. GRIFFITH: Okay. Great.

25 CHAIRMAN MILLS: It's on the workshop

1 agenda.

2 MS. GRIFFITH: Thank you.

3 CHAIRMAN MILLS: Next.

4 MR. BARRETT: Jim, can I just ask one

5 favor? When they come to the workshop, decor

6 always looks awesome, but I did notice -- and

7 you have been doing this for a long time --

8 but --

9 MS. WHYTE: It's aging --

10 MR. BARRETT: -- the big wreath, it

11 actually covers the name Westchase, and it may

12 be that the sign is so small that you can't

13 put something on either side, and the big

14 wreath is the only option, but I just thought

15 since we're lowering the plant so you can see

16 the thing, I'm wondering if that will --

17 MS. WHYTE: We'll look at that, because

18 those definitely, those entryway wreaths need

19 to go.

20 MR. BARRETT: But don't go by my decor

21 tastes. You will have a terrible thing.

22 Stick with your own.

23 MS. WHYTE: No. No, that's fine.

24 CHAIRMAN MILLS: Okay.

25 MS. GRIFFITH: I wanted -- you mentioned

1 the election coming up.

2 MR. MENDENHALL: Uh-huh.

3 MS. GRIFFITH: One of the things I think

4 would be helpful for us to start thinking

5 about now is the orientation of a new board

6 member.

7 So I will soon be joining one of the

8 Hillsborough County committees, and they have

9 prepared an orientation for me, and it's quite

10 a formal process.

11 And I thought about my experience

12 joining in board. I had so many questions. I

13 had so much to wrap my head around. I wanted

14 to be effective immediately. Right?

15 So, you know, if it's a matter of, you

16 know, here are key documents for a new board

17 member to review, a new board should do an OLM

18 drive-through, a new board member should meet

19 with Tonja and Erin and get some -- and with,

20 you know, our staff, so sort of like an

21 official orientation look like for a new board

22 member.

23 MR. MENDENHALL: Right. If I can, one

24 of the things that we do, my company, after

25 every election is, we do a new supervisor

1 orientation, and we invite out basically

2 anybody in any of the counties that we worked

3 in, we invite them out to a session that

4 includes usually an attorney, an engineer,

5 and, of course, folks from my company, kind of

6 giving the management side of things.

7 Now, with you being appointed in

8 between, someone in your situation, we would

9 invite you after the next election, which

10 isn't great, but, you know, what I usually try

11 to do is, much like we did, talk about those

12 types of items, you know, so you get the

13 information, especially, specifically about

14 the district.

15 So, I mean, I don't know if, you know,

16 the board ever wants to do anything formally

17 or -- I'm always happy to talk to any board

18 member, give any information that's necessary.

19 MS. GRIFFITH: You know, that's helpful.

20 I will say even just things like the Sunshine

21 Laws -- right? --

22 MR. MENDENHALL: Sure.

23 MS. GRIFFITH: -- understanding what

24 that means.

25 So, anyway, it's just if we can kind of

1 give some thought to what, you know, that
2 orientation from an official board member
3 role, and then also Westchase. So what's
4 going on with the CDD in Westchase that would
5 be helpful.

6 I -- the workshop, I agree with
7 Mr. Ross. I think that the workshops are
8 productive. Maybe the management of the
9 workshops, to your point, with regard to
10 making sure that we're being efficient and
11 productive, I think the workshop, in my mind,
12 is more an opportunity for to us sit around at
13 a round table and discussion amongst
14 ourselves.

15 Yesterday, of course, was different
16 because we had invited people to come and
17 speak to us. But things like, you know,
18 audience comments, you know, things like that,
19 I think if we can sort of maybe manage that a
20 little differently.

21 And then just my last -- actually you
22 know what. I'm going to scrap my last
23 comments, so I'm good.

24 CHAIRMAN MILLS: Thank you.
25 Mr. Chesney.

1 MR. ROSS: Well, to answer your
2 question, I think you would be a great
3 candidate for that person.

4 I would just share with you that at
5 times the Governmental Affairs Committee of
6 our Westchase Community Association likes it
7 when we sing in one voice, and they may
8 perceive it as a potential for a different
9 member of the choir singing at a different
10 tempo or whatever.

11 So I encourage you, if you do become
12 that person, to kind of circle back with them
13 and make sure they don't perceive it as we're
14 trying to go around them or step on their toes
15 or anything like that. We're all on the same
16 team, so to speak.

17 MR. LEWIS: Absolutely. I'll touch base
18 maybe with Rubin or --

19 MR. ROSS: Rick Goldstein, the Chair of
20 GAC.

21 CHAIRMAN MILLS: Is there a time when
22 they're looking for that?

23 MR. LEWIS: I don't know. The email is
24 back in February. I don't think there is
25 really a time limit. I'll look into it. I'll

1 MR. CHESNEY: I'm good.

2 MR. LEWIS: Yeah, she actually -- sorry.
3 I want to go back to me, if that's okay. She
4 reminded me of something I emailed Andy about.

5 I got an email -- I think we may have
6 all gotten it -- from the Valerin Group
7 regarding the Hillsborough County MPO, they
8 are looking for some feedback, or maybe list a
9 little presentation or something for their
10 long-range transportation.

11 And I emailed Andy about seeing if I
12 could maybe that person. I just wanted to
13 maybe run that by the rest of the board and if
14 that's something that's okay or, you know, as
15 a -- they're looking for a contact, I guess,
16 for --

17 MR. ROSS: So that I'm clear, to be one
18 person for what?

19 MR. LEWIS: Basically, I think, to talk
20 to us as a board, and they want, I think, some
21 input, maybe our ideas as a board.

22 MR. ROSS: You're talking about
23 transportation issues, MPO. Right?

24 MR. LEWIS: Correct. And how it affects
25 the county.

1 give her a call. Thank you for going back.

2 CHAIRMAN MILLS: Okay.
3 Mr. Chesney.

4 MR. CHESNEY: Nothing. I'm good.

5 CHAIRMAN MILLS: You're good. Okay.

6 So the only thing I'll close with is --
7 and we've heard a little bit about it tonight
8 -- we've got a lot going on, and we are taxing
9 all of our resources to the extent that I
10 probably have never seen before with the
11 initiatives that we're undertaking.

12 So, A, I thank everybody for everybody's
13 efforts on all of these things. B, we're not
14 all going to always agree on every single line
15 item of every single issue, but, C, I think we
16 do a stellar job of keeping the interest of
17 the residents and the best interests of the
18 community always in front of us, and we just
19 need to continue to do that, keep our heads
20 down and, you know, drive through these things
21 one at a time, and eventually they get
22 completed, and they get off the list.

23 And, you know, if you guys have to do
24 lists at home, they don't ever end. You
25 scratch something off and something ends up on

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



James P. Mills, Chairman

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