

RE: WESTCHASE COMMUNITY  
DEVELOPMENT DISTRICT

TRANSCRIPT OF: BOARD MEETING

DATE: September 10, 2019

TIME: 4:06 p.m. - 6:05 p.m.

PLACE: Westchase Community  
Association Office  
10049 Parley Drive  
Tampa, Florida

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

| INDEX  | PAGE     |
|--|----------|
| Meeting called to order  | 5        |
| Roll Call  | 5        |
| Consent Agenda   | 5        |
| Motion to approve the consent agenda<br>(Motion passes)                | 5<br>6   |
| Attorney's report  | 6        |
| Cell tower RFP update and discussion                                   | 6        |
| Motion to rank RFPs and to approve negotiations                        | 43       |
| Further discussion<br>(Motion passes)                                  | 43<br>47 |
| Consideration of the JMT contract                                      | 48       |
| Motion to approve  | 52       |
| Further discussion<br>(Motion passes)                                  | 52<br>55 |
| Promise Drive update   | 56       |
| Manager's report   | 61       |
| Consideration of the 2020 meeting schedule                             | 61       |
| Motion to approve<br>(Motion passes)                                   | 62<br>63 |
| Consideration of insurance proposal                                    | 63       |
| Motion to approve<br>(Motion passes)                                   | 73<br>74 |
| Employee medical insurance renewal proposal                            | 74       |
| Motion to approve<br>(Motion passes)                                   | 74<br>75 |
| Employee reviews   | 75       |
| Motion to approve increase in hourly rate and bonus<br>(Motion passes) | 79<br>80 |
| Field manager's report   | 81       |
| Update on street tree policy   | 81       |

APPEARANCES:  
WESTCHASE COMMUNITY DEVELOPMENT  
DISTRICT BOARD MEMBERS:

Jim Mills, Chairman  
Greg Chesney, Vice Chairman  
Matthew Lewis  
Brian Ross  
Forrest Baumhover

ALSO PRESENT:

INFRAMARK:

Andy Mendenhall, District Manager

DISTRICT ATTORNEY:

Erin McCormick

WESTCHASE STAFF:

Doug Mays  
Sonny Whyte

DISTRICT ENGINEER:

Robert Dvorak

|  |            |
|--|------------|
| Motion to proceed<br>(Motion passes)             | 102<br>102 |
| Update on service vehicle purchase               | 103        |
| Motion to approve purchase<br>(Motion passes)    | 105<br>106 |
| Nano bubbler purchase update                     | 106        |
| Motion to approve<br>(Motion passes)             | 106<br>107 |
| Update on annuals plantings at The Avenues       | 107        |
| Motion to approve expenditure<br>(Motion passes) | 109<br>110 |
| Discussion regarding bridge repair               | 110        |
| Update on bids for Harbor Links painting         | 112        |
| Motion to approve bid                            | 112        |
| Further discussion<br>(Motion passes)            | 112<br>116 |
| GIS Irrigation mapping discussion                | 116        |
| Update on pricing for monument signs             | 123        |
| Supervisor requests                              | 125        |
| Motion to adjourn<br>(Motion passes)             | 128<br>128 |
| Adjournment                                      | 128        |

|  |  |
|--|--|
| <p style="text-align: right;">Page 5</p> <p>1 The transcript of Westchase Community<br/>2 Development District Board Meeting, on the 10th day<br/>3 of September, 2019, at the Westchase Community<br/>4 Association Office, 10049 Parley Drive, Tampa,<br/>5 Florida, beginning at 4:06 p.m., reported by<br/>6 Kimberly Ann Roberts, Notary Public in and for the<br/>7 State of Florida at Large.<br/>8 * * * * *</p> <p>9 CHAIRMAN MILLS: All right. So I'm<br/>10 going to call the regular CDD meeting for<br/>11 September 10th to order. The record should<br/>12 reflect that Mr. Chesney is not present yet.<br/>13 All other supervisors are, as is district<br/>14 counsel, district manager, and staff.<br/>15 Please join me in the Pledge of<br/>16 Allegiance.<br/>17 (The Pledge of Allegiance was recited.)<br/>18 CHAIRMAN MILLS: So first up is the<br/>19 consent agenda, with the approval for last<br/>20 month's meeting minutes. There was no August<br/>21 workshops; there are no notes from that. And<br/>22 also acceptance of the financial statements as<br/>23 of July 2019.<br/>24 A motion to approve would be<br/>25 appropriate.</p> | <p style="text-align: right;">Page 7</p> <p>1 MS. McCORMICK: Yes. Sure. So you all<br/>2 should have received the proposals that we got<br/>3 in for the cell tower. We had three different<br/>4 companies, and each of them submitted<br/>5 proposals for both of the two sites. The Site<br/>6 A, which is the one at Glenclyff Park, and<br/>7 then the Site B is the one in the corridor at<br/>8 the northern portion of the project.<br/>9 The three companies were Vertex, and<br/>10 then CTG, or Communications Tower Group, and<br/>11 then the last one was Diamond Tower Group. So<br/>12 I had asked that our consultant be here today,<br/>13 and he's on the phone for -- I asked him to<br/>14 attend by phone, and he's available.<br/>15 And I also had asked him in advance if<br/>16 it would be possible, and he did provide some<br/>17 written comments based on his review of the<br/>18 proposals that I sent around to everybody<br/>19 yesterday. So hopefully you all have had a<br/>20 chance to look at that.<br/>21 And then he also had done just an<br/>22 economic analysis projection of what the<br/>23 revenues would be from each of the three<br/>24 proposals.<br/>25 So that's really where we're at at this</p> |
| <p style="text-align: right;">Page 6</p> <p>1 MR. BAUMHOVER: So moved.<br/>2 MR. LEWIS: Second.<br/>3 CHAIRMAN MILLS: Motion and second. Any<br/>4 discussion?<br/>5 (No response.)<br/>6 CHAIRMAN MILLS: All in favor.<br/>7 (All members signify in the<br/>8 affirmative.)<br/>9 CHAIRMAN MILLS: That motion passes four<br/>10 to zero.<br/>11 (Motion passes.)<br/>12 CHAIRMAN MILLS: It looks like we're<br/>13 going to jump right in, Erin, to some of the<br/>14 stuff you've been working on. Right?<br/>15 MS. McCORMICK: Sure.<br/>16 CHAIRMAN MILLS: And I guess also Andy<br/>17 had some work on this as well.<br/>18 (Mr. Chesney enters the meeting.)<br/>19 CHAIRMAN MILLS: Hang on one second. I<br/>20 thank you all for being here at the meeting,<br/>21 and we'll see you all again next month.<br/>22 (Laughter.)<br/>23 CHAIRMAN MILLS: So next up is the<br/>24 consideration of the cell tower proposal. So,<br/>25 Erin, do you want to take the lead on that?</p>   | <p style="text-align: right;">Page 8</p> <p>1 point, and, you know, I think the comments<br/>2 from Ken are pretty self-explanatory. But I<br/>3 don't know if the board wants to start out<br/>4 with any questions that you have or if you<br/>5 want Ken to make some comments.<br/>6 He did have several follow-up questions<br/>7 for the companies that I have not had a chance<br/>8 to get responses from. So if that's -- you<br/>9 know, if those are going to be important in<br/>10 the considerations, then we may want to get<br/>11 those responses before we make a financial<br/>12 determination.<br/>13 The three issues were, you know, whether<br/>14 you would build a tower based only on a single<br/>15 tenant, what lease rate you would anticipate<br/>16 charging for cell carriers on the tower, and<br/>17 then if you intend to charge capital<br/>18 contributions for construction back to the<br/>19 tower.<br/>20 CHAIRMAN MILLS: Ken, thanks for joining<br/>21 us. Can you hear us okay?<br/>22 (No response.)<br/>23 CHAIRMAN MILLS: Are you on mute, or are<br/>24 you there?<br/>25 (No response.)</p>   |

|  |  |
|--|--|
| <p style="text-align: right;">Page 9</p> <p>1 MR. MENDENHALL: Ken, are you there<br/>2 still?</p> <p>3 MR. SCHMIDT: I am here. Sorry about<br/>4 that. I have mute on my phone and mute on my<br/>5 headset, and I hit mute on one and then hit<br/>6 mute on the other, so at this point I was<br/>7 actually off mute.</p> <p>8 CHAIRMAN MILLS: Nice.<br/>9 So I'll open it up to the board members.<br/>10 Any questions specific to this topic?<br/>11 Mr. Ross.</p> <p>12 MR. ROSS: Hi, Ken. This is Brian Ross.<br/>13 One of my concerns -- I emailed Erin about<br/>14 this. One of my concerns is to how the leases<br/>15 would work vis-a-vis some sort of interference<br/>16 with operation.</p> <p>17 The proposals all focused, in my view,<br/>18 on the income stream to the district, when the<br/>19 reality, in my view is, we're not just doing<br/>20 this for the income stream; we're doing it to<br/>21 provide a service to our constituents.</p> <p>22 And I'm unclear what happens if there's<br/>23 interruption with service. An example I'll<br/>24 give you, and maybe it's a bad one, is if an<br/>25 entity filed bankruptcy having some sort of</p>   | <p style="text-align: right;">Page 11</p> <p>1 or don't provide service, that would be up to<br/>2 them.</p> <p>3 That being said, I've never, ever come<br/>4 across a problem where with the exception of<br/>5 some indoor contracts on an outdoor-type<br/>6 contract where service didn't improve<br/>7 measurably once the cellular tenant was on the<br/>8 tower, and that never became a problem<br/>9 subsequent.</p> <p>10 It may not reach to all parts of the<br/>11 CDD, but in the area where it's supposed to --<br/>12 intended to cover, it's going to do a good job.<br/>13 So I don't know that that's a significant<br/>14 concern.</p> <p>15 You know, as it pertains to the<br/>16 operation of the tower, there are some<br/>17 specific components of the leases that you'll<br/>18 sign eventually with one of these parties.<br/>19 And I think the Vertex bid actually includes<br/>20 their template lease agreement.</p> <p>21 But as it pertains to the obligations to<br/>22 maintain the structure, you know, to take it<br/>23 down, I think there is a bond requirement that<br/>24 Erin put in regarding removal of the tower if<br/>25 they go bankrupt, et cetera.</p>  |
| <p style="text-align: right;">Page 10</p> <p>1 financial problems, they're not sending<br/>2 maintenance crews out to take care of the<br/>3 tower and ensuring continuation of service.</p> <p>4 In those sorts of events, what are the<br/>5 remedies or the opportunities for the district<br/>6 to step in, make sure service is being<br/>7 provided to its residents, and in some cases<br/>8 maintain the tower or the exterior of the<br/>9 tower, something of that nature?</p> <p>10 MR. SCHMIDT: So there are two separate<br/>11 components to that question. The first is<br/>12 what we think is traditional of cellular<br/>13 service, and the second would be the operation<br/>14 of the tower.</p> <p>15 Each of these bids that you've received<br/>16 is from a tower operator. So as it pertains<br/>17 to cellular service, there is no quality of<br/>18 service guaranteed. There is no, you know,<br/>19 commitment other than that they will provide<br/>20 physical space on the tower suitable to a<br/>21 cellular provider for putting up their<br/>22 equipment.</p> <p>23 But you won't have any privity of<br/>24 contract with the individual cellular<br/>25 providers. So to the extent that they provide</p> | <p style="text-align: right;">Page 12</p> <p>1 As it pertains to any of the other<br/>2 conditions, such as, you know, maintenance of<br/>3 the landscaping is put in around the site, you<br/>4 know, making sure that the -- whatever type of<br/>5 tower is chosen collectively by Westchase and<br/>6 the respondents, that that is maintained,<br/>7 certain qualities.</p> <p>8 Each of those can be addressed<br/>9 specifically within the lease, and there are<br/>10 standard provisions that I'm certainly<br/>11 comfortable with, you know, that I'm confident<br/>12 that between Erin and I, we can make it make<br/>13 sure that they make it into the final<br/>14 agreement.</p> <p>15 MR. ROSS: If I can then follow up,<br/>16 Erin. I'm not clear how the presence of a<br/>17 bond addresses what my concern is. The bond<br/>18 is nothing more than money available to, in<br/>19 this instance, us, the district.</p> <p>20 MS. McCORMICK: Uh-huh.</p> <p>21 MR. ROSS: While what I want to make<br/>22 sure that happens is, there is clarity that if<br/>23 for some reason the operator doesn't perform,<br/>24 whether they lose money, they lose employees,<br/>25 they're bankrupt, whatever it is, then we can</p> |

|  |  |
|--|--|
| <p style="text-align: right;">Page 13</p> <p>1 go ahead and get the advantage of having an<br/> 2 operating tower available to all those<br/> 3 carriers. I'm not sure operationally how that<br/> 4 would happen.<br/> 5 MR. SCHMIDT: So from a practical<br/> 6 perspective, the only situations I'm aware of<br/> 7 over my 25-year career where a tower provider<br/> 8 went under and service on the tower was,<br/> 9 therefore, impacted, is in very limited<br/> 10 situations where a wireless service provider<br/> 11 merged or simply shut down.<br/> 12 There was a company called Metrocom that<br/> 13 at one point shut down an entire network. You<br/> 14 know, Nextel, there are some sites where<br/> 15 Nextel installed on them, and then pending<br/> 16 their merger with Sprint, they actually shut<br/> 17 down some of those sites, and the tower was<br/> 18 empty.<br/> 19 You know, but any -- at this point, I<br/> 20 think it's practically very safe in that it is<br/> 21 unlikely that AT&amp;T, Verizon, or T-Mobile,<br/> 22 especially after the merger, you know, would<br/> 23 fold and therefore disappear and there would<br/> 24 be no service whatsoever.<br/> 25 The other thing to recognize is that</p>  | <p style="text-align: right;">Page 15</p> <p>1 right where we can step in and we take control<br/> 2 of the tower operationally or otherwise.<br/> 3 Obviously it's still the holder -- the<br/> 4 owner of tower would have the right to cure or<br/> 5 whatever else, but it doesn't make sense to me<br/> 6 that we would get caught up in some bankruptcy<br/> 7 or something like that, and it's a year later,<br/> 8 and we still have a tower that's setting here<br/> 9 and not providing the benefit that we<br/> 10 bargained for.<br/> 11 And if I'm making it too complicated, I<br/> 12 apologize. I just don't see that we've<br/> 13 addressed that issue regardless of how remote<br/> 14 it may be. So I'll move off of it.<br/> 15 MR. SCHMIDT: So I don't know -- I<br/> 16 understand the concern, and I'm not trying to<br/> 17 suggest that it's not a good and pertinent<br/> 18 concern.<br/> 19 I will suggest that one problem will be<br/> 20 that each of these companies is going to have<br/> 21 some type of financing contingency, and a<br/> 22 clause within each of their leases that they<br/> 23 have to have on the basis of their lenders.<br/> 24 It gives the lenders the opportunity to<br/> 25 step in and take over the tower in the event</p> |
| <p style="text-align: right;">Page 14</p> <p>1 absent an entire collapse of the cellular<br/> 2 tower industry, these towers are highly<br/> 3 fungible and can be transferred and sold as an<br/> 4 asset, and some entity, almost assuredly, with<br/> 5 the exception of the collapse of the entire<br/> 6 cellular industry, would pick up the assets<br/> 7 and then continues to operate them.<br/> 8 So it's not a common issue from a<br/> 9 practical standpoint, and in terms of, you<br/> 10 know, those types of guarantees, I don't know<br/> 11 that any of these -- I'm sure that each of<br/> 12 these entities is sufficiently financed, you<br/> 13 know, to where there's not a clear and present<br/> 14 risk at this point, if that helps at all.<br/> 15 MR. ROSS: Frankly, it doesn't really<br/> 16 help. It just -- I'm just being forthright.<br/> 17 I understand in his practical observation it<br/> 18 just very, very rarely happens. Maybe that's<br/> 19 my personality. I look at the rare exception.<br/> 20 I just would hate for there to be a<br/> 21 situation where for some reason there is<br/> 22 cessation of services and the tower is just<br/> 23 sitting there in our parking lot, not being --<br/> 24 providing the benefits that we bargained for.<br/> 25 It seems to me we ought to have some</p> | <p style="text-align: right;">Page 16</p> <p>1 that the tower company defaults.<br/> 2 So I can't say so for CTG, but I know<br/> 3 for Vertex and Diamond that they'll have that<br/> 4 requirement.<br/> 5 MR. ROSS: He just made my point.<br/> 6 MS. McCORMICK: Right.<br/> 7 CHAIRMAN MILLS: Ken, this is Jim Mills.<br/> 8 Wouldn't we then be in a position to transfer<br/> 9 or assign that operation to another tower<br/> 10 company?<br/> 11 MR. SCHMIDT: Well, the lender would<br/> 12 presumably take it over and then operate the<br/> 13 tower because it's still producing revenue.<br/> 14 You know, the only way the tower would not be<br/> 15 producing revenue was if the tenants that are<br/> 16 on the tower go under, so it would be like any<br/> 17 other commercial operation whereby the tenants<br/> 18 are still paying.<br/> 19 The lender is going to take it and<br/> 20 continue to operate it. I think as long as<br/> 21 you were inserting language within the<br/> 22 agreement that said, you know, if you default,<br/> 23 you know, on your lease payments, and if your<br/> 24 lender does not cure, the tower passes to us.<br/> 25 That may be doable.</p>  |

1 CHAIRMAN MILLS: Do we have any  
2 language, Erin, that addresses all of this?

3 MS. McCORMICK: We can make sure that  
4 something like that is included. I mean --

5 So you're saying if you default on the  
6 payment under the -- if you default on the  
7 payments or if you default on the other  
8 covenants of the lease agreement?

9 I mean, I think that, Brian, your  
10 concern is more the operational issues --

11 MR. ROSS: (Moves head up and down.)

12 MS. McCORMICK: -- associated with the  
13 tower and that it's going to be operated  
14 appropriately and not become a nuisance within  
15 the community.

16 MR. ROSS: And that our residents get  
17 the benefit of the enhanced cell tower  
18 service.

19 MS. McCORMICK: Well, it sounds to me  
20 like Ken is saying the issue of enhanced  
21 service, just from a practical standpoint, is  
22 probably not going to be an issue, because  
23 it's going to be to anybody's benefit that you  
24 continue to be able to have the carriers that  
25 are on the tower that will be providing

1 And I think the language he was  
2 suggesting is the appropriate language, that  
3 -- again, we're not trying to pull the rug out  
4 from underneath anybody, but in the event for  
5 whatever reason there is a default, including  
6 non-monetary defaults, that we don't get the  
7 benefits and the lender doesn't want to carry  
8 it, then we have the right to step in.

9 MR. BAUMHOVER: And we would presumably  
10 just would exercise the bond and --

11 MR. CHESNEY: The bond is guaranteed for  
12 the payments. Right?

13 MR. BAUMHOVER: Right. So we would  
14 basically use the bond to reimburse us for the  
15 cost of restoring it to its natural state --

16 MS. McCORMICK: Well, I think the bond  
17 -- the purpose for the bond could also be to  
18 ensure that, you know, the tower is ultimately  
19 removed at the end of the lease term. So  
20 that's what I would --

21 MR. BAUMHOVER: But Brian's concern is,  
22 if it's not -- if the lease is not performing,  
23 is there language in the lease to be able to  
24 just keep the bond and go ahead and restore  
25 the cell tower location to its original state?

1 service.

2 MR. ROSS: I'm not an engineer or all  
3 that stuff. All I know people go up on  
4 towers and they fine-tune them and they make  
5 adjustments and they make sure that they're  
6 properly performing the function they're  
7 supposed to.

8 So, to your question, it is correct, I'm  
9 not really focused on the monetary aspect. I  
10 think money drives the train and people will  
11 pay if they're going to get a benefit or a  
12 return for it.

13 I'm more concerned about if somebody's  
14 not paying, are we going to have a tower in the  
15 middle of Westchase, for whatever reason, is  
16 going to be kicked around between the original  
17 owner or lender or whoever else.

18 I'm advocating that we need to have some  
19 sort of protection for the district or, more  
20 importantly, the community, that if we bargain  
21 and we've allowed someone to build a tower in  
22 the middle of our community on our parking  
23 lot, we need to make sure that we can go in  
24 and ensure that we're getting the benefit for  
25 our residents.

1 MS. McCORMICK: I mean, that would be my  
2 thought, would be that the bond would be  
3 security to the district in the event that  
4 there's a default under the lease, then we can  
5 use the bond to, you know, at that point renew  
6 the tower.

7 Is that something, Ken, that you think  
8 could be structured?

9 MR. SCHMIDT: I'm not as familiar with  
10 the functionality of the bonds other than  
11 their existence. I'm assuming that it could  
12 be something that could be worked out, if, you  
13 know, to them, they have to enter the bond.

14 It's just a matter of what the  
15 requirements of the bond are, and that defines  
16 their cost for purchasing the bond. So it's  
17 part of the negotiations.

18 MR. ROSS: But it shouldn't just be that  
19 we can use the bond to take down the tower, it  
20 should be that we could use the proceeds of  
21 the bond to resolve whatever is the  
22 shortcoming that's causing our residents not  
23 to get the benefit of what was the intended  
24 upside of the original lease.

25 That, by way of example, if -- I'm

1 making this up -- by way of example, the  
 2 entity filed bankruptcy and they couldn't  
 3 sell the tower, which, to me, like Ken  
 4 suggested, would be shocking and unbelievable  
 5 to me, but if for whatever reason it was a  
 6 tower that was unattractive to the world at  
 7 large, we ought to have the right to go in and  
 8 use the bond proceeds that we'll take over the  
 9 tower and we'll hire some consultant to do  
 10 whatever works that needs to be done to make  
 11 sure that the carriers who originally signed  
 12 on will now continue to provide service to our  
 13 residents.

14 MR. BAUMHOVER: That's a slippery slope,  
 15 because then we basically use the bond in a  
 16 manner that was not its original intent, which  
 17 is, eventually this tower might come down, and  
 18 the bond is there to restore those properties  
 19 to their original state.

20 If we use the money behind those bonds  
 21 just to keep operations going, then at some  
 22 point we're going to have to figure out --  
 23 we're self-funding. If we ever decide that we  
 24 want to revert the cell tower locations to the  
 25 original state, because we've taken the money

1 out of the bond and put them towards just  
 2 keeping operations going --

3 MR. ROSS: Without agreeing or  
 4 disagreeing with you, that's why typically  
 5 when you have these kind of default provisions  
 6 in documents, it would be at our option.

7 So if this happened five years from now,  
 8 and whoever is sitting on this board, they  
 9 could maybe go through the analysis: What's  
 10 the best way to do this?

11 And they say, "Yeah, we'll take the  
 12 proceeds and we'll go in and fix her up and  
 13 get her back to working and" -- or they may  
 14 say, "Nah, it's a waste."

15 MR. BAUMHOVER: I would almost say that  
 16 as a CDD, if we have to take over for a  
 17 defunct cell phone tower operator, then we  
 18 should always have the money behind those  
 19 bonds to just pay someone to put it to its  
 20 original state.

21 MR. ROSS: I'm not quarreling one way or  
 22 another. I just think it's important that the  
 23 concept of default include non-monetary and  
 24 that it include us the right to cure the  
 25 default.

1 MR. BAUMHOVER: I get you.

2 MS. McCORMICK: Well, I think we can  
 3 certainly, you know, look at some enhanced  
 4 default and bonding provisions in the lease  
 5 and option agreement that we're ultimately  
 6 going to have to negotiate with whoever, you  
 7 know, we end up selecting as the cell tower  
 8 company that we're going to go with, and then  
 9 it's going to have to be something that works  
 10 for them in the marketplace and with their  
 11 financing, and we're going to negotiate that.  
 12 But I understood the concern.

13 CHAIRMAN MILLS: I would like to see,  
 14 though, the ability -- rather than the  
 15 discussion so far has been, all right, if they  
 16 go bankrupt, we're taking the tower down, I  
 17 would rather see provision where if they go  
 18 bankrupt, we go to one of the other tower  
 19 companies --

20 MR. ROSS: That's what I'm arguing, if I  
 21 wasn't clear. I apologize.

22 CHAIRMAN MILLS: -- and continue and  
 23 transfer that operation to Company B.

24 MR. BAUMHOVER: Yeah.

25 CHAIRMAN MILLS: And they continue on,

1 because the carriers aren't going to want to  
 2 take their service down once they're up there  
 3 and operating. Right?

4 MR. CHESNEY: Yeah, I mean, if a company  
 5 goes bankrupt and that's an asset of the  
 6 company, that lease they have with us, so, I  
 7 mean, someone could buy, you know, that asset  
 8 out.

9 You would think in a normal bankruptcy  
 10 someone else would come, another tower  
 11 operator would come purchase that asset. I  
 12 mean, quite frankly, they would probably sell  
 13 it before they go bankrupt.

14 But let's say for some reason they,  
 15 you know -- you know, there was an immediate  
 16 bankruptcy issue, then, I mean, it would just  
 17 be an asset. It would still be an operating  
 18 asset.

19 I think your concern is whether or not  
 20 it ceases to be an operating asset, and then I  
 21 would think that you could probably include  
 22 some language in there that it could then  
 23 revert back to us.

24 My question, though, the bond amount is  
 25 just for the value of the contract, or was it

1 for a higher amount, when you said, "remove  
2 it"?

3 MS. McCORMICK: I don't think that we've  
4 gotten into the details of what the bond would  
5 be, but, I mean, I was anticipating that we  
6 would want to have some kind of security out  
7 there that in the event that the company went  
8 defunct and the tower was there and it had  
9 to be removed, there would be a bond there  
10 that would allow us to remove it and, you  
11 know, there is going to be specific  
12 enforcement provisions in the lease if they  
13 default on the covenants that are in the  
14 lease, as far as the maintenance of it, then  
15 we would presumably sue them for specific  
16 enforcement.

17 And if we prevailed, then we would be  
18 able to pay all the costs associated with  
19 that.

20 MR. CHESNEY: Yeah. Just thinking, a  
21 bond for a small developer, I mean, a contract  
22 is not that much as far as the amount they're  
23 receiving to us. I mean, it could be a  
24 considerable amount of money. You know,  
25 depending on what you set it at.

1 most revenue from the carriers.

2 MR. ROSS: But what I'm saying is, that  
3 doesn't always happen. And I only speak from  
4 my own experiences.

5 My father-in-law was in the radio  
6 business. They would lease out to carriers to  
7 be on the radio tower, someone gets caught up  
8 in a bankruptcy, their motivation is  
9 different.

10 They're dealing with lawyers and legal  
11 proceedings and all that, Chapter 11. So  
12 literally for months, and not beyond a year,  
13 they're messing around with this, and during  
14 the interim, people aren't getting the benefit  
15 of the cell carrier's tower on there, whatever  
16 that device is called that they put on there.  
17 And that's what I'm reacting to.

18 I don't want to be caught up in a  
19 situation where we're waiting for a process to  
20 unravel when everybody's motivation is money.  
21 Speaking for me, that's not my motivation  
22 here.

23 I want to give an amenity to our  
24 residents, and if we're going to go through  
25 all this effort, it ought to be if you guys

1 MS. McCORMICK: Right.

2 MR. CHESNEY: If you set it at -- I  
3 would think the cost to remediate something is  
4 high versus the fees on the contract. Are  
5 they like 21,000? You know, so I mean --

6 MS. McCORMICK: Right.

7 MR. CHESNEY: -- three percent of  
8 \$21,000 is, you know, \$600.

9 MS. McCORMICK: So, I mean, that's what  
10 I'm saying. It has to be something that  
11 works --

12 MR. CHESNEY: \$200,000 bond is \$6,000.  
13 Right. That's what I'm getting at. \$6,000,  
14 which would be considerably high.

15 MS. McCORMICK: But I think -- I mean,  
16 to the point that, you know, Ken was talking  
17 about, this is an asset that has value, and it  
18 has value to the tower company that's building  
19 it, to, you know, the company that finances it,  
20 and it would have company -- to somebody that  
21 would be a successor in interest.

22 So it's not -- it's going to be in  
23 everybody's best interest that that tower  
24 continues to operate and function at an  
25 optimal level because that's how they get the

1 don't want to do it, if you default, you don't  
2 want to engage in self-help and fix your  
3 problem, we'll do it.

4 We'll engage in self-help, and we'll  
5 step in, and we'll get it to the right  
6 operator, carrier, or whatever it may be so  
7 that people get the benefit of their cell  
8 service.

9 MR. BAUMHOVER: So is it possible to have  
10 a provision that allows us to reassign the  
11 lease to another cell phone tower operator?  
12 Is that -- like if for some reason, a lease is  
13 not performing --

14 MS. McCORMICK: Well, I don't know if  
15 you can address that, Ken. I mean, the tower  
16 is going to be on our property, but it's not  
17 going to be owned by us. So it would  
18 basically be asserting ownership at that  
19 point, you're saying, of the tower?

20 MR. BAUMHOVER: I'm just wondering if  
21 that's even an option. I mean, it's a lease,  
22 so if --

23 MR. SCHMIDT: It would be structured --  
24 I'm sorry. Is the question, would it be  
25 structured as ownership by the CDD?

|   |  |
|---|--|
| <p style="text-align: right;">Page 29</p> <p>1 MR. BAUMHOVER: Well, we're trying to</p> <p>2 figure out like if there is -- what our</p> <p>3 options would be if for some reason the lease</p> <p>4 would be non-performing. I mean, the tower</p> <p>5 itself is an asset, but the property is ours.</p> <p>6 Is there any way that you would be able</p> <p>7 to assign the lease to another cell tower</p> <p>8 operator?</p> <p>9 MR. SCHMIDT: I think the cleaner way to</p> <p>10 do it is just that, as mentioned before, the</p> <p>11 (inaudible). So as long as you -- the key</p> <p>12 thing to consider here is that the lender's</p> <p>13 rights have to be protected first.</p> <p>14 If you try to take away the lender's</p> <p>15 rights, these bidders will disappear. They</p> <p>16 just can't do it in violation of their lender</p> <p>17 agreement.</p> <p>18 So to the extent that you protect the</p> <p>19 lender's right first, you know, the worst case</p> <p>20 is that -- you know, what I would structure it</p> <p>21 is that, you know, first the tower company</p> <p>22 defaults on their obligations, monetary or</p> <p>23 non-monetary.</p> <p>24 They have their right to cure in 30, 60</p> <p>25 days or some reasonable extension, if the cure</p>  | <p style="text-align: right;">Page 31</p> <p>1 and the tower company's standpoint.</p> <p>2 MR. BAUMHOVER: But, Ken, your opinion</p> <p>3 is that, more likely than not, the lender</p> <p>4 would be the party that steps in so that we</p> <p>5 don't have to?</p> <p>6 MR. SCHMIDT: Yes.</p> <p>7 MR. BAUMHOVER: And then if they</p> <p>8 don't --</p> <p>9 MR. SCHMIDT: But there's class in the</p> <p>10 cellular industry. I am myself, after 25</p> <p>11 years of working in this industry, a</p> <p>12 pessimist, and this is still a very unlikely</p> <p>13 scenario that it would go past the lender and</p> <p>14 get back to you, unless there was -- unless</p> <p>15 the cellular industry itself collapsed.</p> <p>16 CHAIRMAN MILLS: Ken, this is Jim again.</p> <p>17 Can you clarify for me -- so cell tower</p> <p>18 company builds the tower, they get the mobile</p> <p>19 carriers to install, to put their equipment</p> <p>20 inside the pole or on the pole. Who</p> <p>21 physically does the installation and</p> <p>22 maintenance of AT&amp;T's equipment, for example?</p> <p>23 Is it the cell tower company or AT&amp;T?</p> <p>24 MR. SCHMIDT: It's typically AT&amp;T.</p> <p>25 CHAIRMAN MILLS: Okay. So --</p>   |
| <p style="text-align: right;">Page 30</p> <p>1 can't be reasonably accommodated within that</p> <p>2 time frame and they diligently commence to</p> <p>3 cure.</p> <p>4 If they fail to do that, they don't</p> <p>5 cure, you know, then you notify the lender.</p> <p>6 The lender has the opportunity to come in and</p> <p>7 cure, as you've already copied the lender on</p> <p>8 the first notice of default, because they're</p> <p>9 going to be required to be notified for any</p> <p>10 defaults anyway so that they can cure so it</p> <p>11 doesn't get to this point.</p> <p>12 And then if it's not cured after that,</p> <p>13 and only if after that, then ownership of the</p> <p>14 asset -- you know, they would be deemed to,</p> <p>15 you know, lose their rights, and they would</p> <p>16 have -- you know, the tower would default to</p> <p>17 or transfer ownership to the CDD.</p> <p>18 And then you could assign it, you could</p> <p>19 transfer it, you could lease it, you could</p> <p>20 have somebody come in and manage it. But at</p> <p>21 least that way, it's in your control, not</p> <p>22 somebody else's as opposed to assignment.</p> <p>23 I think if you try to use -- if we can</p> <p>24 assign it, those rights to somebody else, that</p> <p>25 probably becomes problematic from the lender</p> | <p style="text-align: right;">Page 32</p> <p>1 MR. SCHMIDT: Some tower companies do</p> <p>2 their own installation work. I don't believe</p> <p>3 any of the ones that responded to this do</p> <p>4 their own installation work.</p> <p>5 So AT&amp;T, you know, would enter into a</p> <p>6 lease agreement with whoever the decided party</p> <p>7 is, and then AT&amp;T subcontractors would come</p> <p>8 out, do the installation.</p> <p>9 AT&amp;T, once it was installed, AT&amp;T</p> <p>10 vendors or internal employees would come out</p> <p>11 and do the regular maintenance and</p> <p>12 optimization of their equipment.</p> <p>13 And as it pertains to anything related</p> <p>14 to the tower, the power, you know, the</p> <p>15 compound itself, the lease area, the</p> <p>16 landscaping, that would all be maintained and</p> <p>17 facilitated by the tower company itself.</p> <p>18 CHAIRMAN MILLS: So to your concern, the</p> <p>19 cell service itself sounds to me is less at</p> <p>20 risk because it's the carriers that are</p> <p>21 maintaining that, even if the cell tower</p> <p>22 company doesn't maintain the tower properly.</p> <p>23 MR. SCHMIDT: Correct.</p> <p>24 MR. ROSS: I definitely agree that the</p> <p>25 concern that I'm raising is remote. Let's be</p> |



|  |   |
|--|---|
| <p style="text-align: right;">Page 33</p> <p>1 clear, it's remote. That's the way my wacky<br/>2 brains works.</p> <p>3 I want to be able to work through all<br/>4 the scenarios. But I think we have gotten<br/>5 there. I have now heard two suggestions. One<br/>6 is, we have the right to step in after the<br/>7 lender chooses not to step in; and then the<br/>8 second one is if the lender chooses not to<br/>9 step in, then the tower reverts to the<br/>10 ownership of the district. And if we own it,<br/>11 then we can do with it whatever we want to.</p> <p>12 I think that those are the answers on<br/>13 how to approach it.</p> <p>14 CHAIRMAN MILLS: So to wrap this part of<br/>15 it up, I think -- so Ken and Erin would work<br/>16 together on perhaps digging out prior contract<br/>17 language that addresses all of this and<br/>18 incorporate it into the discussions and<br/>19 negotiations.</p> <p>20 MR. ROSS: I sent Erin an email about<br/>21 several things.</p> <p>22 CHAIRMAN MILLS: Okay. Great. So the<br/>23 next logical part of the discussion is -- so<br/>24 there are three proposals. Ken, a<br/>25 recommendation among the three?</p>                   | <p style="text-align: right;">Page 35</p> <p>1 before entering into them.</p> <p>2 Generally speaking, I would not suggest<br/>3 entering into, you know, contracts for two<br/>4 different companies for each of these<br/>5 respective sites.</p> <p>6 CHAIRMAN MILLS: Okay. Any thoughts by<br/>7 the board on that?</p> <p>8 MR. LEWIS: Yeah. He actually just<br/>9 answered two of my questions about Vertex's<br/>10 Site B.</p> <p>11 Ken, I notice that nobody -- in kind of<br/>12 talking with you over the last couple of<br/>13 months, you know, I think we talked about a<br/>14 monopoly being probably the most efficient<br/>15 with providing the best service, as opposed to<br/>16 like a flagpole, but it looked like all three<br/>17 proposed flagpoles.</p> <p>18 I mean, we're at a point where we don't<br/>19 have to accept that. Right? We can still<br/>20 negotiate that, or how do you feel that, you<br/>21 know -- are some of these proposals based on<br/>22 those flagpoles that we may kind of be stuck<br/>23 in that scenario or --</p> <p>24 MR. SCHMIDT: So any of the tower<br/>25 companies would prefer a monopoly. So that</p>   |
| <p style="text-align: right;">Page 34</p> <p>1 MR. SCHMIDT: Yes. I mean, of the<br/>2 three, I think the clearest respondent and<br/>3 probably the best option, in my standpoint,<br/>4 would be Vertex.</p> <p>5 And just so that there's full<br/>6 disclosure, I just want to be clear, you know,<br/>7 that as I have indicated very early in the<br/>8 process with Erin, you know, I've worked with<br/>9 the founder of Vertex back 20-something years<br/>10 ago.</p> <p>11 You know, when I first started in the<br/>12 industry, I was working in the tower company<br/>13 called Ivory Towers, so I make this<br/>14 recommendation -- I just want to be clear of<br/>15 that relationship way back then.</p> <p>16 I don't want it to come out later that<br/>17 there was any perception that it was<br/>18 influenced by that. I can you assure you it's<br/>19 not influenced by that, but I think in this<br/>20 scenario, Vertex's response financially and<br/>21 completeness, except for Site B, is probably<br/>22 the best.</p> <p>23 On Site B, it's -- I don't know if they<br/>24 feel that there is much opportunity there.<br/>25 It's probably something to investigate further</p> | <p style="text-align: right;">Page 36</p> <p>1 would be their preference because it's the<br/>2 cheapest option and does provide the most<br/>3 flexibility, with the caveat that it has to be<br/>4 approved in zoning.</p> <p>5 So, you know, yeah, I mean, the zoning<br/>6 may be the restriction, you know, on what is<br/>7 likely to be approved, and that may be the<br/>8 flagpole.</p> <p>9 So, you know, to the extent that you are<br/>10 comfortable with a monopoly recommendation of<br/>11 ours, you can simply structure the contract<br/>12 that says you prefer a monopoly. But if that<br/>13 is not going to be approved, then we would,<br/>14 you know, accept the flagpole installation.</p> <p>15 MR. LEWIS: Right. Okay. The other<br/>16 question I have is -- Vertex specifically<br/>17 mentioned a 20-year lease and a 35-year lease<br/>18 that they propose. And they had a statement<br/>19 in there about, you know, they prefer -- the<br/>20 35-year gives them more time to negotiate with<br/>21 carriers to, you know, get them to co-locate<br/>22 on the pole.</p> <p>23 What's your thoughts on that? I mean, I<br/>24 know we stuck with our 20-year lease, but is<br/>25 that kind of a -- is there some validity</p> |

1 behind that?

2 MR. SCHMIDT: Yeah, it's better for  
3 them. It's not better for you.

4 MR. LEWIS: Okay.

5 MR. SCHMIDT: I mean, the reality is,  
6 that they're going to be able to finance, they  
7 will be able to enter into the leases with the  
8 carriers for 20 years, and they won't have any  
9 hurdles on any of this.

10 It's just more beneficial to them to  
11 have a longer term on the lease, because then  
12 the landowner can't come back and change the  
13 terms later on.

14 So it just gives them greater rights.  
15 It may be slightly more financible, but I  
16 don't believe that there is any issue in 20  
17 years.

18 MR. LEWIS: Okay.

19 MR. SCHMIDT: And I would still -- I  
20 would be recommending 20 years.

21 MR. LEWIS: All right. Thank you.

22 CHAIRMAN MILLS: Mr. Barrett.

23 MR. BARRETT: At the end of the 20-year  
24 lease, do the poles become property of the  
25 district?

1 CHAIRMAN MILLS: Ken, the question is,  
2 what happens at the end of the 20-year term?  
3 Does the pole become the property of the  
4 district, or does it get extended potentially?  
5 What happens at the end of the lease?

6 MR. SCHMIDT: It's going to be based on  
7 the contract language. We typically prefer  
8 that the tower -- that the landowner has the  
9 option of taking ownership of the tower at the  
10 expiration of that 20 years.

11 We do get -- in fairness, though, we do  
12 get a fair amount of push-back from the tower  
13 companies on that clause because as soon as  
14 that clause is inserted, it clarifies that  
15 the ownership interest can only be 20 years  
16 possibly, at least from the lender's eyes.

17 And then secondly there is a -- it gives  
18 more negotiation strength to the landowner at  
19 the expiration at the lease if that clause is  
20 not in there.

21 So my answer would be recommending  
22 attempting to put it into the agreement,  
23 recognizing that that may have to be  
24 negotiated.

25 MR. BAUMHOVER: Ken, in your experience

1 when it comes to renegotiating at the end of  
2 the lease, how far out does that process  
3 start?

4 MR. SCHMIDT: It depends on the tower  
5 company. We have landowners that, you know,  
6 just signed a lease five years ago and it's 30  
7 years long that are being asked to extend  
8 their leases right now.

9 So, yeah, the general -- what happens  
10 historically was that typically leases were  
11 five, five-year terms. And what's happening  
12 now is that any of those leases that were done  
13 in the late '80, early '90s are all coming to  
14 that point of five-year period, and they're  
15 having to renegotiate.

16 Now you see requests, like you saw, I  
17 think the Vertex, you know, just the 75-year  
18 lease, which we think is not worth doing from  
19 a landowner's standpoint in most cases.

20 There is not a reciprocal benefit to the  
21 landowner of signing a longer lease because  
22 the termination rights are one-sided. The  
23 tower company can terminate, but you can't.

24 So by signing a longer lease, you're,  
25 you know, making yourself tied to the lease

1 regardless of whatever happens with the tower  
2 or the success or lack thereof, for future  
3 technology, but they can terminate at will  
4 otherwise.

5 CHAIRMAN MILLS: I think we've talked  
6 about this before, Ken. Looking ahead, we've  
7 heard a lot recently about 5G being the next  
8 phase of this industry.

9 You know, without holding your feet to  
10 the fire, 20 years from now, is this  
11 technology still relevant, or will 5G, 6G, or  
12 10G completely replace it?

13 MR. SCHMIDT: The first thing I would  
14 suggest is that 5G is just as present on  
15 towers as it is in small cells or other  
16 utility-type installations.

17 So 5G is not -- you know, the question  
18 presumes to a certain extent that 5G is  
19 something other than towers and it doesn't  
20 involve towers. It absolutely does.

21 So the equipment that will be eventually  
22 installed within the tower will be 5G enabled.  
23 It's probably not initially -- it will be 4G  
24 enabled, but it will be capable of being  
25 converted to 5G at some point in the future

Page 41

1 either with actual modifications or just  
 2 software modifications.  
 3 But the tower will still be needed  
 4 within that context. The reason that it may  
 5 not be necessary is that if perhaps the use is  
 6 great enough within the neighborhood that  
 7 there is a -- that the wireless carriers  
 8 decide that they would much rather have small  
 9 cells throughout the entire neighborhood,  
 10 which would have to be done with your Google  
 11 unless there is legislative changes, in which  
 12 case then the tower may be less needed, and  
 13 they may remove it to save money while they're  
 14 spending money elsewhere getting access to the  
 15 rest of the CDD.  
 16 CHAIRMAN MILLS: Okay.  
 17 MR. SCHMIDT: So short answer, the tower  
 18 will not be replaced by other technology,  
 19 although there may be better options in the  
 20 future for providing better service to the  
 21 constituents of your CDD that may make the  
 22 tower less necessary.  
 23 CHAIRMAN MILLS: Okay. Thank you.  
 24 Mr. Ross.  
 25 MR. ROSS: I was going to make a motion

Page 42

1 on how to proceed.  
 2 CHAIRMAN MILLS: Okay.  
 3 MR. ROSS: Do I need to make my motion  
 4 to tailor to the RFD procedures or --  
 5 MS. McCORMICK: Yeah. So if your motion  
 6 is that you want to rank with one of these  
 7 proposals as, you know, the first rank and  
 8 have a percentage with negotiations with that  
 9 first-ranked proposal, then that would be --  
 10 that would be the way to do it.  
 11 And if you want to rank them so you have  
 12 number one ranked, number two ranked, and  
 13 number three ranked, that's helpful, because  
 14 that way, if for some reason we can't come to  
 15 agreement with Vertex, then we know who the  
 16 second-ranked proposal would be.  
 17 MR. CHESNEY: Well, what were his  
 18 recommendations on second and third?  
 19 MR. BAUMHOVER: Vertex and CTG and  
 20 Diamond. Then the other --  
 21 MR. ROSS: Then I'll make --  
 22 MS. McCORMICK: And I'm assuming we're  
 23 talking about just a site.  
 24 MR. ROSS: I was going to suggest A and  
 25 B to proceed, and the reason for that is the

Page 43

1 work is almost identical. There is no  
 2 significant increase in work to try to  
 3 negotiate both A and B leases at the same  
 4 time.  
 5 All these companies are going to use the  
 6 same form lease. So why not do it? And it  
 7 will help us flesh out what exactly is  
 8 important to them and then see if it's  
 9 acceptable to us.  
 10 So with that, I'll make my motion to  
 11 rank the companies with Vertex as number one,  
 12 CTG, CT number two, and Diamond is number  
 13 three, and that we authorize our district  
 14 counsel and consultant to initiate negotiations  
 15 with Vertex on both locations A and B.  
 16 MR. BAUMHOVER: Second.  
 17 CHAIRMAN MILLS: Seconded by  
 18 Mr. Baumhover.  
 19 CHAIRMAN MILLS: Mr. Chesney.  
 20 MR. CHESNEY: Well, I just want to ask,  
 21 so is that your suggestion or the consultant's  
 22 suggestion that we go ahead with both?  
 23 I mean, I've read the thing, and I  
 24 thought it suggested we only enter an  
 25 agreement for A. Maybe I misread that.

Page 44

1 MR. ROSS: The point, just to be clear,  
 2 my motion wasn't that we enter into the lease,  
 3 it was that we initiate negotiations.  
 4 What I'm anticipating is that there will  
 5 be a process for our counsel and consultant  
 6 will talk about the terms again, identifying  
 7 what's important to Vertex, what is important  
 8 to us, and then may be that our counsel and  
 9 consultant will come back and say, "We  
 10 couldn't come to an agreement with Location B  
 11 that we felt comfortable recommending the  
 12 district proceed with," or that it's going to  
 13 be different than Parcel A.  
 14 So I'm not trying to predetermine the  
 15 outcome, I'm just saying let's initiate the  
 16 negotiations.  
 17 MS. McCORMICK: Yeah. I think -- I  
 18 mean, I think the point that Ken was making in  
 19 his comments was that Vertex hadn't put as  
 20 much -- hadn't gone into as much detail on  
 21 Proposal B, and then, you know, as much --  
 22 because we know that they were looking at Site  
 23 A and had a lot of information, and there's  
 24 some open issues with respect to Site B.  
 25 But I think if we're going to be working

Page 45

1 on the terms of a lease agreement, that we can  
 2 proceed with both of them and see how far we  
 3 get on Proposal B, too.  
 4 MR. ROSS: And maybe in order to get  
 5 Proposal A, they'll put a decent proposal out  
 6 for B. I don't know.  
 7 CHAIRMAN MILLS: Well, the  
 8 recommendation also was to not separate the  
 9 two with different tower companies. So, yeah,  
 10 to some extent, whatever it is, go down the  
 11 path on B anyway.  
 12 If they come back and say we have no  
 13 interest in B, that could potentially be a  
 14 hard stop.  
 15 MR. ROSS: Yeah. Yeah.  
 16 CHAIRMAN MILLS: So regardless of how  
 17 detailed we get into the B part. Right?  
 18 MR. LEWIS: Mr. Ross' comment a minute  
 19 ago about Site B jogged my memory. In CTG's  
 20 proposal, actually -- and I think I had this  
 21 question for you, Erin, a couple of weeks ago,  
 22 I was a little bit confused about what we had  
 23 in the RFP about what Site B is.  
 24 And CTG actually had the smaller parcel  
 25 along Countryway.

Page 46

1 MS. McCORMICK: Yeah. I think that they  
 2 misunderstood the parcel that way.  
 3 MR. LEWIS: I misunderstood as well. So  
 4 I think one was one and one was the other, so  
 5 now I'm confused.  
 6 MS. McCORMICK: Right. Right. Right.  
 7 I saw that, too, and I had, you know,  
 8 specifically gone back to our district  
 9 engineer, to Tonja, and asked her to look at  
 10 that small parcel that's on Countryway to see  
 11 if that was available for a cell tower site,  
 12 and she had looked at it and said it was  
 13 wetlands. So it's not available. So it would  
 14 have to be within the TECO corridor --  
 15 MR. LEWIS: I remember that email of  
 16 correspondence. I just wanted to make sure  
 17 that we vote on this proposal.  
 18 MS. McCORMICK: Yeah.  
 19 CHAIRMAN MILLS: So we have a motion on  
 20 the floor to initiate negotiations, starting  
 21 with Vertex, and ranked order CTG and Diamond  
 22 as second and third. That motion has been  
 23 seconded.  
 24 Any further discussion?  
 25 (No response.)

Page 47

1 CHAIRMAN MILLS: All in favor?  
 2 (Board members signify in the  
 3 affirmative.)  
 4 CHAIRMAN MILLS: Passes five to zero.  
 5 (Motion passes.)  
 6 CHAIRMAN MILLS: Any final thoughts,  
 7 Ken, before we let you go? We appreciate  
 8 everything you're doing for us, by the way.  
 9 MR. SCHMIDT: Well, thank you very much.  
 10 I think that I do see value in terms of  
 11 entering a lease on both facilities. The --  
 12 from a tower company perspective, it's  
 13 difficult to market a site that you don't  
 14 actually have tied up.  
 15 So there is additional benefit to the  
 16 tower company being able to say that they have  
 17 a lease in place with the CDD, that has been  
 18 approved by the CDD board, and, therefore, is  
 19 likely to have zoning, you know -- zoning  
 20 support at that -- you know, during those  
 21 hearing levels.  
 22 CHAIRMAN MILLS: Okay. Great. Any  
 23 other thoughts before we let you go?  
 24 MR. SCHMIDT: No.  
 25 MS. McCORMICK: Thanks very much, Ken,

Page 48

1 for all your help.  
 2 MR. SCHMIDT: You're welcome. Thanks to  
 3 everyone.  
 4 CHAIRMAN MILLS: All right. Have a good  
 5 night. Thank you.  
 6 MR. SCHMIDT: You too. Bye.  
 7 CHAIRMAN MILLS: All right. Next up is  
 8 consideration of the JMT contract.  
 9 Engineering, what do we have?  
 10 MS. McCORMICK: Yes.  
 11 CHAIRMAN MILLS: Where are we at with  
 12 that?  
 13 MS. McCORMICK: So in your agenda  
 14 packages -- I see Robert is here tonight, but  
 15 I've worked with him on the terms of the  
 16 agreement. The rate sheet for that is in the  
 17 back of the agreement.  
 18 Mr. Ross had given me a comment on the  
 19 version of the agreement that is in the agenda  
 20 packages because it did not include the issue  
 21 that we had talked about during the interview  
 22 process about a no non-compete agreement, and  
 23 so I went back to Robert about that yesterday,  
 24 and he said that he was in agreement with  
 25 including that in the contract. So I included

|  |   |
|--|---|
| <p style="text-align: right;">Page 49</p> <p>1 a section in the agreement that addresses that</p> <p>2 also.</p> <p>3 Does anybody have any questions about</p> <p>4 that agreement?</p> <p>5 CHAIRMAN MILLS: Mr. Barrett.</p> <p>6 MR. BARRETT: Does it clarify who the</p> <p>7 engineer will be?</p> <p>8 MR. ROSS: That was going to be my</p> <p>9 question. It doesn't do that, but I don't</p> <p>10 know that it needs to be -- I'm sorry. I cut</p> <p>11 you off.</p> <p>12 MR. BARRETT: No. No. No. That's all</p> <p>13 right.</p> <p>14 MR. ROSS: The question is -- remember,</p> <p>15 that we had an issue who was going to be our</p> <p>16 primary point person, and we had asked for</p> <p>17 your colleague -- I believe his name is</p> <p>18 Steven, and he apparently had a conflict with</p> <p>19 our meeting schedule, but you all are waiting</p> <p>20 to see how that would get resolved. How did</p> <p>21 that play out?</p> <p>22 MR. DVORAK: We ended up winning that</p> <p>23 one, and he is in direct conflict with this</p> <p>24 meeting.</p> <p>25 But one thing I can say is, we can</p>  | <p style="text-align: right;">Page 51</p> <p>1 MR. CHESNEY: Well, I just have to ask</p> <p>2 then. So you show up. I mean, are you a</p> <p>3 principal currently, or are you a project</p> <p>4 manager?</p> <p>5 MR. DVORAK: I am. No, I'm not a</p> <p>6 principal. I'm a project manager. But I am</p> <p>7 an officer of the firm, the company. I'm here</p> <p>8 as a project manager.</p> <p>9 MR. CHESNEY: That's why I was a little</p> <p>10 bit confused. You're taking a pay cut to show</p> <p>11 up to our meeting then.</p> <p>12 MR. DVORAK: It's -- I'm not going to --</p> <p>13 MR. CHESNEY: Okay. I get it. Okay.</p> <p>14 Then I'm cool with that. I understand now.</p> <p>15 So it goes by what work, not the person.</p> <p>16 MR. DVORAK: Yeah.</p> <p>17 MR. CHESNEY: Gotcha.</p> <p>18 MR. DVORAK: We have a small team, and</p> <p>19 we're focused on CDDs. We're dedicated to</p> <p>20 CDDs. So we kind of have to overlap</p> <p>21 sometimes.</p> <p>22 MR. CHESNEY: I understand.</p> <p>23 CHAIRMAN MILLS: So is this proposed</p> <p>24 agreement at a point where it's ready for</p> <p>25 approval?</p>     |
| <p style="text-align: right;">Page 50</p> <p>1 involve him as non-board stuff. You know what</p> <p>2 I mean? If I need to be here for the meeting,</p> <p>3 then I'll come because he can't. But if there</p> <p>4 are other issues that you want him involved</p> <p>5 in, then we can have him do it.</p> <p>6 MR. ROSS: I personally don't think that</p> <p>7 needs to be in the contract as to who the</p> <p>8 point person is.</p> <p>9 MR. CHESNEY: I agree. I mean, there is</p> <p>10 a different rate between you and him.</p> <p>11 MR. DVORAK: Not if he's working as a</p> <p>12 project manager.</p> <p>13 MS. McCORMICK: Yeah, that's what they</p> <p>14 have him placed in here. It depends on the</p> <p>15 type of work that's being done, what the rate</p> <p>16 is that charged, not the individual that's</p> <p>17 doing it.</p> <p>18 MR. DVORAK: If he's doing the design</p> <p>19 work, working on a project, he works as a</p> <p>20 project engineer, a senior project engineer,</p> <p>21 if he's representing you, say, as to water</p> <p>22 management business and he's there as a</p> <p>23 project manager, then he would be charging you</p> <p>24 at that rate. He does that with all the CDDs</p> <p>25 that we work with.</p> | <p style="text-align: right;">Page 52</p> <p>1 MS. McCORMICK: Yes. I think it's</p> <p>2 already been signed -- or maybe not, but JMT</p> <p>3 has already approved it. So if there, you</p> <p>4 know, aren't any modifications that the board</p> <p>5 wants --</p> <p>6 MR. DVORAK: I haven't signed it.</p> <p>7 MS. McCORMICK: -- then it's ready to be</p> <p>8 approved.</p> <p>9 MR. CHESNEY: I'll make a motion that we</p> <p>10 approve the agreement.</p> <p>11 CHAIRMAN MILLS: Okay.</p> <p>12 MR. LEWIS: I'll second.</p> <p>13 MR. ROSS: Quick question.</p> <p>14 CHAIRMAN MILLS: So we have a motion to</p> <p>15 approve the proposed agreement with JMT,</p> <p>16 seconded, open for discussion.</p> <p>17 Mr. Ross.</p> <p>18 MR. ROSS: Question, do we have any</p> <p>19 transitional issues with the prior engineer?</p> <p>20 Anything where we have to give notice or we're</p> <p>21 waiting to get certain documents, records?</p> <p>22 Not that I'm suggesting there are, but I just</p> <p>23 want to make sure we're authorized and ready</p> <p>24 to go forward.</p> <p>25 MS. McCORMICK: Yeah. I don't think</p> |

1 that there is going to be issues associated  
2 with it, and, in fact, if there's, you know,  
3 coordination or collaboration that needs to  
4 take place, I think that Tonja has expressed  
5 to Sonny and Doug that she's more than willing  
6 to do that.

7 She's, you know, continued to help me  
8 over the past month with some issues related  
9 to the cell tower.

10 I have not, you know, been privy to the  
11 documents that Stantec has. I don't know if  
12 they have ever been sent to your offices or --

13 MR. MENDENHALL: Not yet. Probably  
14 waiting until officially things are -- or are  
15 signed with JMT. But I can coordinate with  
16 Tonja on that and, you know, kind of get the  
17 documents that we need as well as make sure  
18 that JMT the files that they need.

19 MS. McCORMICK: I think the big issue  
20 that I know about is the GIS system that was  
21 put together by Stantec.

22 Do we have the -- I mean, how is that  
23 going to continue on?

24 MS. WHYTE: Well, that's what we're  
25 going to work with Robert on.

1 MS. McCORMICK: Okay.

2 MS. WHYTE: Once you guys agree, then  
3 Robert and I talked, we'll probably talk.  
4 We're going to try to get together in the next  
5 day or two.

6 MR. MENDENHALL: And the licensing is  
7 easy.

8 MS. WHYTE: Yeah, the licensing is not a  
9 problem.

10 MR. MENDENHALL: It's in.

11 MS. McCORMICK: Right.

12 MS. WHYTE: So --

13 MR. ROSS: It doesn't matter what the  
14 effective dates of the JMT contract is then.

15 MS. McCORMICK: Yeah, I don't think that  
16 there's --

17 MR. ROSS: Okay. Thank you.

18 CHAIRMAN MILLS: And just for the record  
19 and so I'm clear, this agreement is effective  
20 for a year. Evergreen after that, subject to  
21 a 90-day, either party, written notice of  
22 termination.

23 MS. McCORMICK: Right. Right. Which is  
24 consistent with the way that we have done it  
25 in the past.

1 CHAIRMAN MILLS: So we don't have to  
2 rebid this or reconsider this a year from now,  
3 three years from now, like other contracts.

4 MS. McCORMICK: Right. Right.

5 CHAIRMAN MILLS: Unless there is a  
6 reason.

7 MS. McCORMICK: Right. It just will  
8 continue until it's terminated.

9 CHAIRMAN MILLS: Okay. Great. I just  
10 wanted that on the record.

11 Any other discussion?

12 (No response.)

13 CHAIRMAN MILLS: All in favor?

14 (All members signify in the  
15 affirmative.)

16 CHAIRMAN MILLS: Five to zero. Welcome  
17 aboard, sir.

18 (Motion passes.)

19 MR. DVORAK: All right.

20 CHAIRMAN MILLS: As I told you before,  
21 be careful what you wish for.

22 MR. DVORAK: She already told me.

23 CHAIRMAN MILLS: Well, thank you very  
24 much for everything, and we look forward to  
25 working with you and your team, and we're

1 relying on you for a lot of activity around  
2 here.

3 MR. DVORAK: Very good.

4 CHAIRMAN MILLS: Okay. Great. Erin,  
5 anything else?

6 MS. McCORMICK: I just wanted to give an  
7 update to the board on the Promise Drive  
8 property. I submitted the zoning  
9 interpretation to the county, and I had some  
10 preliminary communications with Tom  
11 Hiznay at the county.

12 So I'm going to be following up with him  
13 between now and our next meeting in October.  
14 I can't guarantee you that we'll have the  
15 determination by the county by the October  
16 meeting, but I'm hopeful that we will.

17 CHAIRMAN MILLS: Yeah, because of the  
18 holidays.

19 MS. McCORMICK: Right. Right.

20 CHAIRMAN MILLS: Anything else?

21 MS. McCORMICK: No, I think that's it.

22 CHAIRMAN MILLS: Sonny.

23 MS. WHYTE: Can I add to that, Erin? We  
24 have been speaking to some of the homeowners  
25 on Promise Lane.

1 MS. McCORMICK: Okay.  
 2 MS. WHYTE: And they are certainly  
 3 willing to approach their board or their  
 4 committee or their group with giving us access  
 5 or potentially discussing the issue, but they  
 6 would really like to know what our intent is  
 7 for the property before they actually discuss  
 8 that.  
 9 MS. McCORMICK: Well, I mean, I think  
 10 it's public record now that we're proposing  
 11 this community garden, so, I mean, I don't see  
 12 a problem with sharing that.  
 13 MS. WHYTE: But it's not posted, has it,  
 14 which is what we discussed. We told them  
 15 that's what the community is looking at, but  
 16 they want some -- you know, I said, at that  
 17 point, "The board hadn't made a final decision  
 18 or voted on the community project as of yet."  
 19 CHAIRMAN MILLS: Well, I thought we had.  
 20 It's subject to zoning approval, though.  
 21 MS. McCORMICK: Yes. Right.  
 22 MS. WHYTE: Okay. But it's not fully  
 23 approved yet.  
 24 CHAIRMAN MILLS: Right.  
 25 MS. WHYTE: That's why -- he said until

1 we make a final decision based on whether or  
 2 not we're doing a community garden, whether or  
 3 not we're doing a --  
 4 CHAIRMAN MILLS: A nursery --  
 5 MS. WHYTE: -- a nursery, whatever, they  
 6 don't want to approach their committee with it  
 7 first, because they want to know what kind of  
 8 traffic issues it would entail.  
 9 MS. McCORMICK: Well, I guess -- I mean,  
 10 two thoughts. One is we've got it all laid  
 11 out now as far as what we want to do with the  
 12 property, and we presented that to the county.  
 13 We're waiting for their determination back.  
 14 So if we want to have them go ahead and,  
 15 you know, start making -- go on with internal  
 16 communications about that, I would say we can  
 17 just share with them the summary that I put  
 18 together.  
 19 But if the county comes back and says  
 20 "You can't do everything you want to do on  
 21 that property," then it may be a lesser  
 22 proposal that we're going to Promise Drive  
 23 with, so maybe we do want to wait until we get  
 24 the county's determination on it.  
 25 CHAIRMAN MILLS: I'd rather wait.

1 MR. CHESNEY: I concur.  
 2 MR. ROSS: But the one thing that we did  
 3 agree up on is we're looking at either a  
 4 community garden, nursery for our purposes.  
 5 It would not be for resale or commercial  
 6 purposes. I thought we were pretty clear  
 7 about that.  
 8 MS. McCORMICK: Right. Yeah. That's  
 9 true.  
 10 MR. MAYS: He was concerned about the  
 11 fencing that we talked about.  
 12 MS. WHYTE: He would like a white picket  
 13 fence.  
 14 MR. MAYS: Some sort of white PVC fence  
 15 along that.  
 16 MR. CHESNEY: Does he prefer cattle?  
 17 MR. MAYS: I think he would prefer to  
 18 leave it empty. That's all.  
 19 MR. CHESNEY: That way, he can go  
 20 fishing.  
 21 MR. MAYS: That way, they can put stuff  
 22 on it then. Yeah, they dumped a few things  
 23 on it already.  
 24 MS. WHYTE: I mean, they were very open  
 25 to us.

1 CHAIRMAN MILLS: That's why we want to  
 2 put up a fence.  
 3 MR. MAYS: That's one of the things he  
 4 said is we might sway towards agreeing for us  
 5 to use the lane, you know, if we don't put up  
 6 a fence.  
 7 MR. ROSS: But for a successful  
 8 community garden, you have to have it to where  
 9 your residents say, are there strangers aren't  
 10 going to be coming on the property and call  
 11 it --  
 12 MR. MAYS: Yeah. I think what he means  
 13 is more a fence that would be the whole length  
 14 of the road, you know, the entire length of  
 15 our property, which is almost -- what? -- 13  
 16 acres total? It's pretty long, not just that  
 17 five acres.  
 18 Might not be too, you know, worried  
 19 about, well, it's just surrounding the  
 20 perimeter of our garden, of or plant nursery,  
 21 whatever, because we do need to keep people  
 22 off of it.  
 23 If we do plants out there, we got to  
 24 keep people from taking them, maintain them  
 25 and take care of them, not have people go in

1 there and destroy them. So that was his  
 2 really only concern.  
 3 CHAIRMAN MILLS: Okay. Well, let's wait  
 4 for the zoning determination and then kind of  
 5 take that up after that. All right?  
 6 Okay. That's it?  
 7 MS. McCORMICK: That's it for me.  
 8 CHAIRMAN MILLS: All right. Well, leave  
 9 when you need to then.  
 10 MS. McCORMICK: Okay. Thank you.  
 11 CHAIRMAN MILLS: I'm not kicking you  
 12 out, but you're kicking yourself out.  
 13 MS. McCORMICK: I forgot. I was having  
 14 so much fun.  
 15 CHAIRMAN MILLS: You lie so gracefully.  
 16 Engineer's report, I guess we don't have  
 17 anything for that. Right?  
 18 MS. WHYTE: He's not really up to date  
 19 for that.  
 20 CHAIRMAN MILLS: What are you doing back  
 21 there?  
 22 MR. DVORAK: Let me see what I got here.  
 23 CHAIRMAN MILLS: All right. Manager's  
 24 report. Andy.  
 25 MR. MENDENHALL: All right. I have a

1 couple items.  
 2 The first one is consideration of the  
 3 meeting schedule for fiscal year 2020. So I  
 4 hope everybody has had an opportunity to look  
 5 at that. And if you're okay with it, or if  
 6 you have any edits or changes, we're just  
 7 looking for a motion to approve with either of  
 8 those scenarios.  
 9 MR. ROSS: So moved, both of them.  
 10 MR. CHESNEY: I have a question. So  
 11 September 1st, 2020, when is Labor Day?  
 12 MR. MENDENHALL: I don't know offhand.  
 13 Let's see.  
 14 MR. CHESNEY: When is Labor Day 2020.  
 15 It's not September 1st.  
 16 MS. McCORMICK: Probably September 7th.  
 17 CHAIRMAN MILLS: September 1st is  
 18 Tuesday. It's the following Monday.  
 19 MR. CHESNEY: Okay. So September 7th.  
 20 Okay.  
 21 CHAIRMAN MILLS: So is there a second?  
 22 MR. CHESNEY: Yeah. Sure. I'm good  
 23 with that. It just threw me for a second.  
 24 MR. BARRETT: Do you get to take a day  
 25 off from your retirement?

1 MR. CHESNEY: My kids are so expensive,  
 2 so I can work.  
 3 CHAIRMAN MILLS: We have a motion and a  
 4 second. So the workshop schedule is also  
 5 placeholders subject to our need and/or  
 6 ability to cancel. Right?  
 7 MR. MENDENHALL: Yeah.  
 8 CHAIRMAN MILLS: But they're duly noted.  
 9 MR. MENDENHALL: Exactly. So you get in  
 10 one advertisement, you save a little bit on  
 11 that advertisement, and then you use them as  
 12 necessary or cancel them if you don't need  
 13 them.  
 14 CHAIRMAN MILLS: Perfect. Any  
 15 discussion?  
 16 (No response.)  
 17 CHAIRMAN MILLS: All in favor?  
 18 (All members signify in the  
 19 affirmative.)  
 20 CHAIRMAN MILLS: That passes five to  
 21 zero. Okay. So that's done.  
 22 (Motion passes.)  
 23 MR. MENDENHALL: Next item I had was  
 24 consideration of the insurance proposal. It's  
 25 actually two insurance items this evening.

1 The first one, which this one is more  
 2 specifically related to, if you'll recall from  
 3 the last meeting, I was getting in touch with  
 4 one of the other large firms that handle  
 5 district coverages, both liability as well as  
 6 property and, of course, officers insurance.  
 7 So I got in touch with Egis. They  
 8 are -- they're probably actually the largest  
 9 insurance provider for community development  
 10 districts.  
 11 And they basically had a look at your  
 12 current coverages, and mirror that in order to  
 13 give you a proposal, which I had emailed out  
 14 to everybody.  
 15 At least from what they had sent back,  
 16 the actual insurance, their same coverages,  
 17 they do have a savings of about 5.84 percent.  
 18 One of the reasons why I thought it  
 19 would be good to get a comparative quote is  
 20 not just because of necessarily the savings,  
 21 which, of course, could have been there, could  
 22 not have been there, but also, as I mentioned  
 23 the last meeting, I found that this insurance  
 24 company, quite frankly, just does a real good  
 25 job.



1 It's not a knock necessarily against  
2 your existing insurance company, but I do  
3 think they do a slightly better job, and  
4 that's more specifically in regards to how  
5 they interact with me, how they would interact  
6 with your staff.

7 I've just found that they're probably a  
8 little bit more engaged. They take time to  
9 visit the property from time to time. They  
10 also take time to call me, to call the various  
11 staff members that we have at different  
12 districts and kind of get a little bit more  
13 involved in the some of the details of what  
14 the goings are in the district.

15 So I think that's something that's a  
16 benefit to you guys, especially because you're  
17 a district that has a heck of a lot more going  
18 on than many of the other districts that they  
19 are dealing with.

20 So I think that's an asset, you know, if  
21 you have a firm that does that.

22 CHAIRMAN MILLS: Mr. Chesney.

23 MR. CHESNEY: I'm sorry. So I got  
24 stopped literally on the very first thing I  
25 picked up on, that there was no law

1 it, so --

2 MR. CHESNEY: And that includes the  
3 workers' compensation --

4 MR. MENDENHALL: Correct.

5 MR. CHESNEY: -- because we have to  
6 supply the workers' comp for the deputies? I  
7 believe that's my recollection.

8 MR. MENDENHALL: Yeah. That coverage  
9 doesn't include it. It just has to be put in  
10 there. I followed up with them with an email  
11 on that, so --

12 MR. BAUMHOVER: I have two questions.  
13 One, I guess -- it's just the other two things  
14 that -- I mean, that are kind of, I guess,  
15 lesser coverage than the current carrier.

16 What's the likelihood that we would  
17 actually have like a debris removal expense  
18 greater than 25 percent of -- like, I mean,  
19 we're covered up to \$250,000 of debris  
20 removal.

21 What are the odds that we would have to  
22 actually, you know, have costs above and  
23 beyond that? What would you think, Greg?

24 MR. CHESNEY: Well, I mean, that really  
25 only applies for a storm. So I wouldn't think

1 enforcement liability. Is that required under  
2 our contract?

3 MR. MENDENHALL: They actually -- I  
4 checked. That was one of the questions that I  
5 mentioned in my email, and I followed up with  
6 them. They said they do -- they are providing  
7 that as part of this coverage quote; however,  
8 they just put those comments in there to  
9 explain that they've had experiences where  
10 it's not necessary.

11 Now, of course, I explained we have a  
12 contract that specifically calls out the need  
13 for it, so --

14 CHAIRMAN MILLS: With security in place,  
15 but these are actual sheriff's deputies.

16 MR. MENDENHALL: Well, they have --  
17 apparently, they have some districts that they  
18 work with where I guess that same contract  
19 wasn't used, and with sheriff's deputies, and  
20 they haven't had to get that specific  
21 coverage. So that's why they brought it up.

22 But, once again, I did check with them,  
23 and I explained the situation that we have.  
24 It doesn't really matter what an opinion is if  
25 we have a contract that says we have to have

1 very much --

2 MR. BAUMHOVER: That's kind of my --

3 MR. CHESNEY: Yeah. I think 250,000 is  
4 actually better than -- oh, it's the same --  
5 greater --

6 MR. BAUMHOVER: That's what I'm saying.  
7 Like do we need more than \$250,000?

8 MR. CHESNEY: No, because I don't think  
9 our loss from it is that high on our property  
10 loss limit. I think our property loss limit  
11 is right around a million dollars.

12 MR. BAUMHOVER: Right. And that's just  
13 for debris removal. Right?

14 MR. CHESNEY: Yeah.

15 MR. BAUMHOVER: And then the next  
16 question I'm curious about is, if we are  
17 interested in adding some coverage, do they  
18 have like an additional rider that would be  
19 available?

20 MR. MENDENHALL: I can find out. Yeah.

21 MR. CHESNEY: We can add -- a hundred  
22 thousand probably would be enough. I mean --  
23 and I don't mean to second-guess you, but I  
24 really think you should make sure that it  
25 properly covers our needs in the contract for

1 enforcement -- law enforcement.

2 MR. MENDENHALL: Yeah. I just pulled up  
3 the email from the person who put it together.

4 MR. CHESNEY: Because it says, "Coverage  
5 not included," and it has a little -- however,  
6 which doesn't make any sense to me, "No  
7 exclusion apply when acting in course and  
8 scope as an off-duty civilian employee."

9 MS. McCORMICK: Maybe when you get  
10 another service certificate on them that  
11 addresses -- or get a revision of that?

12 MR. MENDENHALL: Yeah. I mean, I can  
13 certainly -- like I said, I just have an email  
14 that says it's included in the coverage. So I  
15 asked specifically once --

16 MR. BAUMHOVER: Is that -- I mean, that  
17 law enforcement liability is a separate rider.  
18 Right?

19 MR. CHESNEY: Yeah, so when --

20 MR. BAUMHOVER: It sounds like it's  
21 not --

22 MR. CHESNEY: When we had the sheriff's  
23 department -- because we used the sheriff's  
24 department -- originally our contract was more  
25 like we would just lease them by the hour,

1 included all the insurances. Right?

2 And at some point, they came back with a  
3 revised contract that we had to provide our  
4 own liability on their behalf.

5 MR. BAUMHOVER: Right. This just seems  
6 like them -- for insurance purposes, they  
7 don't consider this separate coverage. That  
8 it would be covered under -- under the GL.

9 I mean, if that's the point they're  
10 trying to make, we just ascertain that and --

11 MR. MENDENHALL: Yeah. I'm shooting off  
12 an email to them right now, just to get  
13 further clarification on that particular item.

14 MR. BAUMHOVER: Just in your experience,  
15 Andy, I mean, somewhere between 100,000 and  
16 2,000,000 of cyber coverage, what do you find  
17 most CDDs protect themselves with?

18 I mean, I'm sure 99 percent of them are  
19 in that range somewhere.

20 MR. MENDENHALL: Yeah, I'd have to look.  
21 I wouldn't want to just offhand give you an  
22 idea.

23 MR. BAUMHOVER: It might be worth seeing  
24 whether 100,000 is adequate or if they  
25 provide, you know, an additional rider that

1 goes up to half a million or --

2 MR. MENDENHALL: It's pretty easy to --  
3 we have a person that coordinates insurance  
4 for us, so it would be pretty easy to get that  
5 information, and then we can find out what  
6 they provide, if it seems like it's lower  
7 than, say, with averages, so --

8 CHAIRMAN MILLS: Is this something we  
9 need to act on tonight, or do we need more  
10 info on the question?

11 MS. McCORMICK: It goes into effect  
12 October 1st?

13 MR. MENDENHALL: Correct. Yeah, it goes  
14 into effect in October. So what you could do  
15 is obviously you can stay with your current  
16 insurance provider. You know, it's a slight  
17 difference.

18 But, you know, this is something we can  
19 always cue up, you have an idea for next year,  
20 or if you want to designate a board member to  
21 work with me while I get the answers.

22 For example, if those answers are, you  
23 know, to the satisfaction -- I mean, I have an  
24 idea of what answers you're looking for, if it  
25 would be positive, and if that would be

1 something that would lean towards a change,  
2 then it's just a matter of getting the answers  
3 and, like I said, having a liaison from the  
4 board to get the A-OK.

5 MR. CHESNEY: Yeah. Again, make sure.  
6 I mean, I'm fine. I'm comfortable with this.

7 CHAIRMAN MILLS: Well, yeah, except for  
8 the couple of line items that have been picked  
9 out and discussed. Line by line, it's a  
10 better proposal than we have.

11 MR. CHESNEY: Right.

12 CHAIRMAN MILLS: Right.

13 MR. MENDENHALL: And we could even do a  
14 brief conference call with them just to kind  
15 of hammer out all the specific questions,  
16 mainly related to the workers' comp.

17 MR. CHESNEY: Sure. Sure, be glad to.

18 MR. MENDENHALL: Either way works for  
19 me, but, I mean, that's fine, if that works  
20 for the board.

21 So we would look for essentially a  
22 motion to move forward with the questions  
23 being answered satisfactorily.

24 CHAIRMAN MILLS: Okay. Is there a  
25 motion?

Page 73

1 MR. ROSS: I'll make that -- you make  
2 it.  
3 MR. BAUMHOVER: (Raises hand.)  
4 MR. ROSS: Second.  
5 CHAIRMAN MILLS: Motion made by Forrest,  
6 seconded by Mr. Ross.  
7 MR. ROSS: There you go.  
8 CHAIRMAN MILLS: And the motion is to  
9 proceed with -- is it FIA? Is that what it's  
10 called, or is it Egis?  
11 MR. MENDENHALL: Egis.  
12 CHAIRMAN MILLS: It says, "FIA," so --  
13 MR. BARRETT: Is it A-e-g-i-s?  
14 MR. MENDENHALL: E-g-i-s.  
15 CHAIRMAN MILLS: Subject to  
16 clarification on the issues that were raised.  
17 MR. CHESNEY: Yes.  
18 CHAIRMAN MILLS: Any further discussion?  
19 MR. BAUMHOVER: Also appoint someone to  
20 be --  
21 CHAIRMAN MILLS: Oh, and for Mr. Chesney  
22 to work with the district manager on those  
23 questions.  
24 MR. BAUMHOVER: So moved.  
25 CHAIRMAN MILLS: All in favor?

Page 74

1 (All members signify in the affirmative.)  
2 CHAIRMAN MILLS: That motion passes five  
3 to zero.  
4 (Motion passes.)  
5 MR. MENDENHALL: The other item I had  
6 insurance related, slightly different  
7 insurance. We provide medical insurance for  
8 your employees. We have the renewal that has  
9 come up, so I just wanted to at least get  
10 that out to the board.  
11 The insurance overall, it was going up  
12 approximately 5.54 percent, which is pretty  
13 much what -- I don't want to say expected, but  
14 that's actually a little bit below average.  
15 So really this is just a matter of  
16 looking for your okay to move forward, and  
17 that way our employees can continue on with  
18 the coverages that they have, or they can make  
19 changes, if they had any changes.  
20 CHAIRMAN MILLS: Any issues with that?  
21 MR. CHESNEY: No. I'll make a motion we  
22 accept the proposal from United Healthcare.  
23 CHAIRMAN MILLS: Is there a second?  
24 MR. LEWIS: I'll second.  
25 CHAIRMAN MILLS: Mr. Lewis.

Page 75

1 Any further discussion?  
2 (No response.)  
3 CHAIRMAN MILLS: All in favor?  
4 (All members signify in the  
5 affirmative.)  
6 CHAIRMAN MILLS: Passes five to zero.  
7 (Motion passes.)  
8 MR. MENDENHALL: Okay. The last item I  
9 had was we did the -- prior to the last  
10 meeting, I actually had my chance to sit down  
11 with Doug, and he had also done the reviews  
12 for his employee.  
13 So we are at that time of year where we  
14 looked at a discussion about any potential  
15 increases, bonuses, those sorts of things. So  
16 I had emailed out kind of the running summary  
17 over the years of what we have as well, happy  
18 to talk about any individual items.  
19 I think it goes -- well, it probably  
20 doesn't go without saying, but I'll say it  
21 again like I do every year. I had a chance to  
22 sit with Doug, and he's doing a great job, and  
23 his review is about as good as it can be,  
24 so --  
25 MR. CHESNEY: I have a suggestion.

Page 76

1 CHAIRMAN MILLS: You always have  
2 something to say on this. So I'll let you  
3 lead.  
4 MR. CHESNEY: Well, you know, I also  
5 think that Doug does a fantastic job. I think  
6 truly, I've said it before, I think Doug  
7 treats Westchase as a pot of gold, as his own.  
8 I think he always acts in our best  
9 interest, so -- and I have -- but I have some  
10 suggestions.  
11 I mean, I -- and I would be happy to  
12 make it as a motion, but I'll just go through  
13 my thinking here. I think that Doug and Sonny  
14 are kind of at the top end of their salary  
15 bands.  
16 It doesn't mean I don't think they're  
17 doing a good job, but I think their salary  
18 increase would be kind of more of a COLA  
19 increase, so flat two percent for Doug and  
20 Sonny.  
21 I think that LaVon and Christian, who  
22 are maintenance employees, who do a fabulous  
23 job, I would just like -- personally I would  
24 like to see their wages come up a little bit  
25 higher than the COLA amount.

1 And I was thinking for Christian, who  
2 currently makes 14.07 an hour, he could make a  
3 base of 15 an hour. I think that would be  
4 adequate.

5 And then LaVon, who is older, who makes  
6 currently 16.80 an hour, you know, I think  
7 that --

8 CHAIRMAN MILLS: "Older" meaning longer  
9 tenure?

10 MR. CHESNEY: Longer tenure, yes.  
11 That's what I meant to say. I said, "Older,"  
12 like age related. He's been here longer.

13 Well, I mean, even Christian -- I mean,  
14 I was actually shocked by this, because I had  
15 a meeting with Doug on this, and, you know, I  
16 was actually shocked. I didn't realize  
17 Christian had been there five years already.  
18 So, I mean --

19 CHAIRMAN MILLS: I didn't mean to  
20 interrupt. I was clarifying.

21 MR. CHESNEY: Yeah. That's fine.

22 And LaVon, I thought we could move to  
23 \$18.00 an hour. I mean, if you look -- read  
24 the paper, you know, Amazon is paying 15, that  
25 kind of thing.

1 bonuses are lower, that sort of offset a  
2 little bit with the match that you're  
3 proposing, so --

4 MR. CHESNEY: Providing they do it. I  
5 will say, before I suggested this, I actually  
6 asked each of the employees if they currently  
7 contribute on top of the amount we give them,  
8 and they all do.

9 So I think it is my expectation that  
10 they will all take advantage of the full  
11 amount of the match.

12 MR. ROSS: If that's a motion you're  
13 making, I'll second it.

14 MR. CHESNEY: Okay. Sure, I'll make it  
15 as a motion.

16 CHAIRMAN MILLS: So you're eliminating  
17 the merit bonus column.

18 MR. CHESNEY: No. I said a thousand,  
19 1,500, 2,000, and 2,500.

20 CHAIRMAN MILLS: Oh, I'm sorry. I missed  
21 the 2,500. I'm sorry.

22 MR. CHESNEY: And the holiday bonuses  
23 stay the same.

24 CHAIRMAN MILLS: Okay. Any discussion?  
25 (No response.)

1 And then I have a separate thing on  
2 bonuses. But my suggestion is that we also  
3 commit then to -- we're changing their 401(k)  
4 plan, that we commit to doing a six percent  
5 match for all the employees, so dollar for  
6 dollar up to six percent, which I know is  
7 fairly rich by comparison.

8 And I did have a -- you know, which  
9 would not take effect until January 1st,  
10 because that's when the plan would take  
11 effect, is my understanding.

12 MR. MENDENHALL: Yep.

13 MR. CHESNEY: And then a bonus, I  
14 suggest we keep the holiday bonuses the same,  
15 and then the merit bonuses, starting with  
16 Christian, a thousand; LaVon, 1500; Sonny,  
17 2,000; and Doug, 2,500. And that's my total  
18 suggestion. I know that's a lot.

19 So the only reason -- the bonuses are  
20 down, but the only reason was there wasn't any  
21 particular extra event that we had, like the  
22 prior year we had the parks and things like  
23 that.

24 CHAIRMAN MILLS: Mr. Ross.

25 MR. ROSS: Well, I think also, while the

1 CHAIRMAN MILLS: All in favor?  
2 (All members signify in the  
3 affirmative.)

4 CHAIRMAN MILLS: Five to zero.  
5 (Motion passes.)

6 MR. CHESNEY: That was a lot easier.

7 MR. BARRETT: Was there a previous  
8 match?

9 MR. CHESNEY: There was a two percent  
10 contribution previously, not a match.

11 MR. MENDENHALL: Employees have a simple  
12 IRA currently, and we think the 401(k) gives  
13 the opportunity for the match.

14 MR. BARRETT: So you'll still give the  
15 two percent and the six percent match on top  
16 of that?

17 MR. CHESNEY: No. We'll give the two  
18 percent until the end of the simple IRA, and  
19 when the 401(k) comes into play, it will be  
20 the six percent match.

21 CHAIRMAN MILLS: Six will replace the  
22 two.

23 MR. BARRETT: Thank you.

24 CHAIRMAN MILLS: So we appreciate what  
25 you and the staff do, and we can't do it this

|  |   |
|--|---|
| <p style="text-align: right;">Page 81</p> <p>1 without you guys, and hopefully you're here<br/>2 until you retire in 20 -- 50 or 20 years.<br/>3 MR. MAYS: We're here as long as you all<br/>4 are.<br/>5 CHAIRMAN MILLS: Good answer. We<br/>6 appreciate that. Thanks.<br/>7 MR. MENDENHALL: Those were my four<br/>8 items for tonight.<br/>9 CHAIRMAN MILLS: Okay. Let's see where<br/>10 we're at here. All right. So on that note,<br/>11 field manager's report.<br/>12 MR. MAYS: The board had, you know, some<br/>13 -- we had some conversation with the board<br/>14 about the street tree policy, so you had<br/>15 mentioned that you may have some questions for<br/>16 Manny Nassar.<br/>17 And Manny is here today, and he's here<br/>18 to talk about his street tree policy that they<br/>19 wrote for the community. So with that, if you<br/>20 do have any questions, or whatever questions<br/>21 you did have, which I hope you do, ask the<br/>22 questions to Manny since he's been sitting<br/>23 here for an hour and half.<br/>24 MR. NASSAR: That's okay. I've<br/>25 learned some things.</p>                            | <p style="text-align: right;">Page 83</p> <p>1 Okay?<br/>2 I'll give you an example. I was up last<br/>3 week in the Pensacola Naval Air Station, and<br/>4 they have about 350 acres of property, and I<br/>5 would say about 200 acres of that is canopy,<br/>6 and 80 percent of the canopy is live oak.<br/>7 And they have some massive, massive<br/>8 issues there with a lot of decay, a lot of<br/>9 fungal pathogens that have attacked a lot of<br/>10 these older trees. These are Civil War trees,<br/>11 that's how old this location is.<br/>12 And I was there doing an assessment, and<br/>13 my assessment to them, just to break it down<br/>14 in laymen's terms, was if you had a Category 2<br/>15 or 3 hurricane, which, as we all know, that's<br/>16 not out of the realm of possibility in the<br/>17 state of Florida, especially them being on the<br/>18 Gulf, if they had a Category 2 or 3 hurricane,<br/>19 they would lose 65 to 70 percent of their<br/>20 canopy, which would be devastating.<br/>21 So that being said, great question.<br/>22 It's always a good idea to diversify. I try<br/>23 to keep it on the policy to where there were<br/>24 trees that I felt would thrive the best, that<br/>25 would not -- that would not be exposed to</p> |
| <p style="text-align: right;">Page 82</p> <p>1 MR. MAYS: So with that, if you have<br/>2 questions for Manny, he's here to answer them.<br/>3 CHAIRMAN MILLS: Okay. Any questions,<br/>4 Mr. Ross.<br/>5 MR. ROSS: I always have questions about<br/>6 trees.<br/>7 One of the issues that comes up all the<br/>8 time is not just what type of tree is<br/>9 appropriate for a certain street, but<br/>10 balancing that against the residents' desire<br/>11 for what kind of tree I want in front of my<br/>12 property, and our position -- or it was my<br/>13 position it's usually been, I stay out of that<br/>14 discussion.<br/>15 But I continue to have a lack of clarity<br/>16 as to how we work through that, how the folks<br/>17 in your lane say this is how to dispose or<br/>18 resolve it.<br/>19 MR. NASSAR: That's a great question,<br/>20 and that is the kind of question that probably<br/>21 every community in the state of Florida or in<br/>22 the southeast has.<br/>23 I can honestly tell you communities that<br/>24 have one type of genus or species that<br/>25 dominates the community is not a good thing.</p> | <p style="text-align: right;">Page 84</p> <p>1 stresses as the larger hardwoods when they're<br/>2 planted in easements where there's limited<br/>3 root space, soil compaction, possible wound<br/>4 entry points because of mechanical damage,<br/>5 kids.<br/>6 Kids like to beat the crap out of trees.<br/>7 I mean, that happens everywhere. And those<br/>8 are wound entry points that people don't think<br/>9 about, but it causes a lot of problems for<br/>10 mature trees.<br/>11 So that being said, depending on the<br/>12 area, do they like palms, do they like<br/>13 hardwoods, do they like flowering trees? You<br/>14 know, areas that were heavily planted with oak<br/>15 trees, I discussed with Doug, and we both came<br/>16 to the agreement that it's probably better to<br/>17 keep them in a hardwood type of setting as a<br/>18 replacement and give them that option.<br/>19 A couple of options were, I believe,<br/>20 crape myrtle and magnolia, just for the<br/>21 flowering, smaller root space, or smaller root<br/>22 area needed for those types of trees, so less<br/>23 impact on stresses from soil compaction and<br/>24 lack of root space.<br/>25 And then the neighborhoods, they were</p>   |

|  |   |
|--|---|
| <p style="text-align: right;">Page 85</p> <p>1 heavily planted with palms. Might as well<br/> 2 replace with a palm. Unless there is a fungus<br/> 3 that has attacked, you don't want to put<br/> 4 another palm back in that spot.<br/> 5 And, again, that's a diagnosis issue.<br/> 6 That's not -- that's not something that you<br/> 7 just do off the cuff. You want to make sure<br/> 8 you're replacing with the right type of plant,<br/> 9 if there is something that's affected that<br/> 10 certain species.<br/> 11 MR. ROSS: You know, allow me to object.<br/> 12 I'm not looking for you to jump into community<br/> 13 disagreements or establish community policy.<br/> 14 But the reality is, you just touched upon it<br/> 15 there near the end, inevitably a community<br/> 16 that's palm centered, while the community<br/> 17 that's oak tree centered, and somebody is<br/> 18 unhappy in there, and more often than not --<br/> 19 I'll defer to Doug -- it's the folks with the<br/> 20 oaks, the oaks get underneath the sidewalk,<br/> 21 they push them up, create potentially hazards<br/> 22 for pedestrians, bicyclists, skate boarders,<br/> 23 skaters, all that kind of stuff.<br/> 24 Is there a paper or a narrative or a<br/> 25 document that sort of articulates this</p>  | <p style="text-align: right;">Page 87</p> <p>1 -- that have probably come under some sort of<br/> 2 safety hazard or damage that, at the end of<br/> 3 the day, starts becoming a monetary issue.<br/> 4 And the whole idea behind this policy<br/> 5 was to kind of mitigate that moving forward,<br/> 6 looking into the future.<br/> 7 MR. ROSS: The last comment I'll make on<br/> 8 this subject is, I happen to agree with you,<br/> 9 there is a monetary consequence, but I would<br/> 10 point out there is a flip side to it.<br/> 11 I think there are studies that establish<br/> 12 that those communities or those streets, at<br/> 13 least, that have oaks with a canopy on it,<br/> 14 that actually increases the value of their<br/> 15 properties, and to maintain those oak canopies<br/> 16 is really a a monetary benefit to those<br/> 17 owners.<br/> 18 MR. NASSAR: I guarantee you that<br/> 19 community is paying a price for that<br/> 20 canopy.<br/> 21 MR. ROSS: I agree with you there's a<br/> 22 price along what we're talking about, busting<br/> 23 up sidewalks, driveways, irrigation pipes,<br/> 24 whatever it may be. I'm not quarreling with<br/> 25 that.</p>   |
| <p style="text-align: right;">Page 86</p> <p>1 balancing of interests, or is it more you just<br/> 2 get out in the field and you just do it based<br/> 3 on your experience?<br/> 4 MR. NASSAR: There's all kind of studies<br/> 5 that have been done as far as economic impact.<br/> 6 Larger oak trees or larger hardwoods have<br/> 7 when they're planted in easement areas as far<br/> 8 as affecting utilities, houses, buildings,<br/> 9 irrigation.<br/> 10 I mean, there has been studies done on<br/> 11 that. I personally worked in the Celebration<br/> 12 community in Orlando for five years, and that<br/> 13 was always the number one topic when it came<br/> 14 to the CDD or the HOA discussions on "Do we<br/> 15 keep it, do we get rid of it, do we replace it<br/> 16 with this, do we replace with that?"<br/> 17 And the narrative always was, whenever<br/> 18 they had the opportunity to replace a laurel<br/> 19 oak or a live oak that was located in the<br/> 20 easement, it was going to be replaced by<br/> 21 something smaller, only due to economic<br/> 22 reasons, because as you and Celebration,<br/> 23 because I'm comparing the two, you have a lot<br/> 24 of sidewalk, a lot of hardscape, a lot of curb<br/> 25 areas here that -- and Doug can attest to this</p> | <p style="text-align: right;">Page 88</p> <p>1 At some point, as we -- at least me, as<br/> 2 a policy person on this board, part of what I<br/> 3 have to consider is people bought into a<br/> 4 community with an expectation, and they bought<br/> 5 into a community that had -- there was a palm-<br/> 6 centered community, I get it, and they have<br/> 7 the right to rely upon that it's going to<br/> 8 continue to be a palm-centered community, even<br/> 9 though palms may not be my cup of tea.<br/> 10 MR. NASSAR: Sure.<br/> 11 MR. ROSS: I'll leave it to you to<br/> 12 address my primary questions.<br/> 13 CHAIRMAN MILLS: Mr. Baumhover.<br/> 14 MR. BAUMHOVER: I have a question, but<br/> 15 it's mostly for Doug.<br/> 16 When we talked last time about how much<br/> 17 would it cost to take the trees that we<br/> 18 replaced and bring them -- or replace the<br/> 19 trees that are not currently in compliance<br/> 20 with the policy that we approved, you know,<br/> 21 there's like a couple dozen trees that we'd<br/> 22 probably have to end up looking at replacing.<br/> 23 Were you able to pinpoint like how much<br/> 24 it would cost roughly?<br/> 25 MR. MAYES: It wouldn't be that expensive</p> |

|   |   |
|---|---|
| <p style="text-align: right;">Page 89</p> <p>1 since there's immature small trees now. The<br/> 2 biggest issue we may have, if I had to put a<br/> 3 dollar amount on it, I would say it probably<br/> 4 wouldn't cost us anymore than \$500 per yard.<br/> 5 MR. BAUMHOVER: Right. And I think -- I<br/> 6 think we were looking to see how many yards we<br/> 7 were talking about because --<br/> 8 MR. MAYS: Probably less than ten. It's<br/> 9 probably right at maybe ten and as we talked<br/> 10 about, too, \$500 per yard to rebuild.<br/> 11 MR. BAUMHOVER: Right. I think we were<br/> 12 looking to see how many yards we were talking<br/> 13 about because --<br/> 14 MR. MAYS: Probably less than ten. It's<br/> 15 probably right at maybe ten. And as we talked<br/> 16 about it before, too, we're not getting -- we<br/> 17 don't have a permit on our desk right now. We<br/> 18 haven't had one for two months.<br/> 19 MR. BAUMHOVER: Right. Now I'm just<br/> 20 looking at the previous trees where someone<br/> 21 said, "Hey, remove this tree." We put a palm<br/> 22 tree in there now, the current policy says,<br/> 23 hey, it needs to be one of these other ones.<br/> 24 MR. CHESNEY: 11, including the palm.<br/> 25 Thank you, Forrest.</p> | <p style="text-align: right;">Page 91</p> <p>1 MR. CHESNEY: I thought there was a<br/> 2 fourth option to also redo an oak, but this<br/> 3 time with a root barrier.<br/> 4 MR. MAYS: There was a fourth option to<br/> 5 use the -- what was that thing called? --<br/> 6 cathedral live oak with the root barrier.<br/> 7 That's right, that's the fourth option in the<br/> 8 oak tree communities.<br/> 9 MR. CHESNEY: I just want to make sure I<br/> 10 understood correctly.<br/> 11 MR. BAUMHOVER: Do you need board<br/> 12 approval to go back to the other trees and<br/> 13 replace them?<br/> 14 MR. MAYS: Actually I would need the<br/> 15 board to discuss this with those residents,<br/> 16 unless you'll telling me I've got to do it.<br/> 17 We're going to upset some residents obviously.<br/> 18 MR. ROSS: This is where we go to that<br/> 19 liaison system.<br/> 20 MR. NASSAR: And just for clarification<br/> 21 on the cathedral live oak, and not to take too<br/> 22 much time, it's a less invasive type of oak<br/> 23 tree as far as root system goes. That's why I<br/> 24 suggested it.<br/> 25 It goes -- it develops more of a tap</p>      |
| <p style="text-align: right;">Page 90</p> <p>1 MR. MAYS: So, right now, though, we do<br/> 2 have one request for a removal. So I'm still<br/> 3 trying to figure out how we're supposed to --<br/> 4 I know we have the policy now, but we never<br/> 5 did really decide who was going to apply for<br/> 6 the permit. Was the -- I think the CDD was<br/> 7 going to apply for the permit for it.<br/> 8 MR. CHESNEY: Yeah.<br/> 9 MS. WHYTE: Wasn't Erin doing the county<br/> 10 permit, the overall --<br/> 11 MR. CHESNEY: Yeah. Erin did an overall<br/> 12 county -- or was supposed to do an overall<br/> 13 county permit.<br/> 14 MS. WHYTE: I'll check with her in the<br/> 15 morning.<br/> 16 MR. MAYS: We do have one request right<br/> 17 now, and it is an all oak tree community. So<br/> 18 I told the resident he could have a choice<br/> 19 between a crape myrtle, magnolia, which<br/> 20 already there is another magnolia next door to<br/> 21 him, which -- I mean, to replace an oak, or<br/> 22 leave it bare, as Manny has indicated would be<br/> 23 a good possible policy, too, to put nothing<br/> 24 there, so --<br/> 25 CHAIRMAN MILLS: Greg.</p>  | <p style="text-align: right;">Page 92</p> <p>1 root than it does more of a surface root, so<br/> 2 that was the whole reason for it.<br/> 3 MR. CHESNEY: And I think at least the<br/> 4 palm tree that we're joking about, I think<br/> 5 that the residents right around there want to<br/> 6 see it gone, so I don't think you'll --<br/> 7 MS. WHYTE: What about the residents?<br/> 8 MR. MAYS: I'm talking about the<br/> 9 resident.<br/> 10 MR. BAUMHOVER: And that is the point<br/> 11 that I wanted to raise, whose voice gets to be<br/> 12 heard when there is a palm tree in the middle<br/> 13 of a live oak community?<br/> 14 Is it the one resident that's in front<br/> 15 or all the residents that are complaining<br/> 16 about the fact that there is a palm tree in<br/> 17 its place?<br/> 18 MS. WHYTE: I thought it was<br/> 19 grandfathered in.<br/> 20 CHAIRMAN MILLS: Well, you had another<br/> 21 community where there was one so many years<br/> 22 ago that, you know, you can't do.<br/> 23 MR. BAUMHOVER: Right. I'm just talking<br/> 24 about the ones that we, as a CDD, recently did<br/> 25 when we were still trying to develop our</p> |

1 policy.

2 CHAIRMAN MILLS: And then my take is, if  
3 there are any of the less than ten that the  
4 resident is okay with the current alternatives  
5 in that village, then we do that.

6 MR. CHESNEY: Yeah, that sounds good.

7 CHAIRMAN MILLS: If we have any that are  
8 adamant that what they have is what they want,  
9 we're going to end up with -- what? -- less  
10 than a handful out of 10,000 trees. Is it a  
11 really big issue?

12 MR. CHESNEY: Sounds good to me.

13 MR. BAUMHOVER: I just want to make sure  
14 that next month when we've got half a dozen  
15 people here complaining about -- like we've  
16 got the story that we want to tell them, and  
17 this would probably, however we decide about  
18 this, will end up being the story that we end  
19 up telling them.

20 CHAIRMAN MILLS: Well, I think the story  
21 -- and you guys tell me if it's off, and I'll  
22 get to you -- is, you know, that we've been  
23 developing this policy for the good of the  
24 community for a long time here, given it a lot  
25 of thought, engaging with the professionals.

1 There were a handful of trees that were  
2 planted along the way, or prior to us  
3 discussing this, however you want to frame  
4 that, and, you know, we went back and checked  
5 with every one of those residents.

6 I'll pick a number. Six out of ten  
7 said, yeah, they're okay with the current  
8 approval alternatives, replace this with that,  
9 and we did that.

10 There were a couple of residents that  
11 were really endeared to the one they had, and,  
12 you know, we can do the best we can, but --

13 MR. BAUMHOVER: We respect the right --  
14 okay.

15 CHAIRMAN MILLS: -- yeah -- you're not  
16 going to make 10,000 people happy with every  
17 decision this board makes. Right? I think we  
18 just need to be prepared for that.

19 But at the end of the day, I think the  
20 concern -- I know what you guys are talking  
21 about -- but if it was me, and the four  
22 residents around me were unhappy with what I  
23 had, well, if I wanted it, then that's my  
24 choice, not their choice what's in front of my  
25 house.

1 MR. BAUMHOVER: Right.

2 CHAIRMAN MILLS: Right? And I think  
3 that's where we should land unless somebody  
4 feels differently. Mr. Ross.

5 MR. ROSS: I think we're all agreeing,  
6 although not saying it, we want to listen to  
7 our residents. We want to be responsive, us  
8 as a board, you said Doug is that way, Sonny  
9 is that way. I mean, that goes without  
10 saying.

11 But the answer to the technical question  
12 you posed, I thought our counsel opined that  
13 we make that decision, the CDD. That it's not  
14 the homeowners' decision. If I'm wrong about  
15 that, you know, correct me.

16 But I thought that's what our legal  
17 counsel opined, is that that strip of land  
18 there, the district controls it. Is that not  
19 what she opined?

20 CHAIRMAN MILLS: Yes. But what we're  
21 talking about now is we've got what we've got  
22 in eight or ten locations.

23 MR. ROSS: Well, I thought Forrest posed  
24 a rhetorical question.

25 CHAIRMAN MILLS: No. No. No.

1 MR. BAUMHOVER: No. This is the  
2 practical -- there were about ten homes where  
3 while we were developing a policy, we put a  
4 tree in there that in hindsight now is not in  
5 accordance with that policy.

6 MR. CHESNEY: Or some of them we might  
7 have just removed, and they have the option to  
8 have a tree there that's now -- can be  
9 different.

10 MR. BAUMHOVER: Right. Right. But  
11 right now, there are homes with a tree that we  
12 planted that is not in accordance with the  
13 policy that we came up with.

14 Like we control the process, we  
15 determine the process, and we have a tree that  
16 is not in compliance with our own process, and  
17 I'm simply posing the question: How do we  
18 address it? Because last month, there were  
19 residents that came, that specifically said,  
20 "What is the process, and why are there trees  
21 that are not in accordance with that process?"

22 So the discussion is, what policy or  
23 what position do we want to take on  
24 specifically that ten or 12 trees that is kind  
25 of in a limbo status?



|  |  |
|--|--|
| <p style="text-align: right;">Page 97</p> <p>1 And then once we are clear on how that</p> <p>2 is going to be, then we've got a policy that</p> <p>3 addresses future occurrences.</p> <p>4 MR. ROSS: And then I'll add an</p> <p>5 additional layer. I firmly believe, in every</p> <p>6 respect of my being, that part of being</p> <p>7 successful is being humble; and if part of the</p> <p>8 process is to articulate to those ten owners</p> <p>9 that perhaps in trying to do a good thing, we</p> <p>10 made a misstep, we need to accept that and</p> <p>11 not dodge it, not run away from it.</p> <p>12 Just say, as Jim was alluding to, "For</p> <p>13 the good of the overall community, we decided</p> <p>14 it was good to have a policy. We got into it.</p> <p>15 Now we look at it and apply it to the facts,</p> <p>16 we may have a misstep here or there. We want</p> <p>17 to fix it." That's not a bad thing. That's a</p> <p>18 good thing.</p> <p>19 MR. BAUMHOVER: Absolutely not. The</p> <p>20 question is, how do we fix it?</p> <p>21 Do we unilaterally just decide pull up</p> <p>22 tree, replace tree, or do we ask our field</p> <p>23 supervisor to go to each resident, have the</p> <p>24 conversation, and involve them in it? What do</p> <p>25 we, as a board, want to decide on?</p> | <p style="text-align: right;">Page 99</p> <p>1 them that big of an issue?</p> <p>2 MR. LEWIS: I like that approach</p> <p>3 personally.</p> <p>4 MR. ROSS: What approach?</p> <p>5 MR. LEWIS: Sorry. What Jim is saying</p> <p>6 is, we -- I personally like the idea that Doug</p> <p>7 go face to face -- sorry, Doug -- and talk to</p> <p>8 them.</p> <p>9 I just think anytime you can go face to</p> <p>10 face, it's more human. And then if they don't</p> <p>11 agree, if they want to change the tree to our</p> <p>12 policy, then we leave it, or let them leave</p> <p>13 it. Just because -- I agree with what Jim is</p> <p>14 saying, it's just not that many. And is it</p> <p>15 worth that big of a fight over --</p> <p>16 MR. BAUMHOVER: I just want to make sure</p> <p>17 we are very clear, because at some point, we</p> <p>18 might face the questions that we did last</p> <p>19 meeting where people were like -- their</p> <p>20 neighbors come and say, "What do we do?"</p> <p>21 And I just want to be able to say, "This</p> <p>22 is the decision we made. This is the</p> <p>23 discussion we had, and this is" -- I mean,</p> <p>24 right now, we're not really clear, so --</p> <p>25 CHAIRMAN MILLS: Yeah, I mean, I guess</p>                                       |
| <p style="text-align: right;">Page 98</p> <p>1 I think those are two equally -- a</p> <p>2 little bit different, but equally, you know,</p> <p>3 plausible courses of action, and we just need</p> <p>4 to decide which one we would like to do.</p> <p>5 MR. ROSS: To me, it's not that</p> <p>6 complicated. Obviously you want to notify</p> <p>7 people in advance before someone is digging</p> <p>8 something out of their yard in front of their</p> <p>9 house.</p> <p>10 Whether that notification is best by</p> <p>11 some letter or by a knock on the door or phone</p> <p>12 call, I don't know what's efficient on a staff</p> <p>13 level, but, sure, people ought to be notified</p> <p>14 in advance.</p> <p>15 CHAIRMAN MILLS: But the question is,</p> <p>16 for the one or two or three that don't want --</p> <p>17 if he goes in and says, "Hey, these are your</p> <p>18 four choices of tree on this street," and one</p> <p>19 resident says, "I like what's there now," do</p> <p>20 we stick to, "These are your four choices," or</p> <p>21 do we leave what's there, and that was kind of</p> <p>22 in that transition of developing a policy</p> <p>23 phase?</p> <p>24 We know where we are from now on, and</p> <p>25 out of 10,000 trees, are one, two, or three of</p>                         | <p style="text-align: right;">Page 100</p> <p>1 personally I'm not losing any sleep over a</p> <p>2 tree that was placed in a village while the</p> <p>3 policy was being formulated, not after.</p> <p>4 It is what it is. So I wouldn't</p> <p>5 necessarily say, "Hey, you have the choice of</p> <p>6 keeping what's there." I would go in and say,</p> <p>7 "These are your choices. Which one would you</p> <p>8 like us to replace this with?" -- right? --</p> <p>9 assuming that most will say, "Oh, well, give</p> <p>10 me this one." Great.</p> <p>11 Next house, "These are your three</p> <p>12 choices. Which one would you like us to</p> <p>13 replace this with?" Right? And go from</p> <p>14 there. You may hit one or two or three that</p> <p>15 go, "Well, I like what I got."</p> <p>16 Well, then we have to have to have a</p> <p>17 path forward for that. And at that point, to</p> <p>18 your question, is that when we exert -- you</p> <p>19 know, exert our authority and say, "Well, you</p> <p>20 don't understand. These are our choices.</p> <p>21 Take it or leave it."</p> <p>22 And now we -- you know, we didn't have a</p> <p>23 policy. This is the concern I have. Right?</p> <p>24 Today we have a policy. Then, we didn't have</p> <p>25 a policy. Right?</p> |

|  |   |
|--|---|
| <p style="text-align: right;">Page 101</p> <p>1           So you go back ten years to when<br/>2 residents put in their own tree that we didn't<br/>3 know about. We're not going and knocking on<br/>4 their door. Right? So there has to be some<br/>5 fairness or consideration, whatever you want<br/>6 to call it, that addresses the one or two or<br/>7 handful that say, "I like what I got." Right?<br/>8 Mr. Barrett.<br/>9           MR. BARRETT: For consistency, another<br/>10 option, could you ask them to sign an<br/>11 agreement that when they put their home on the<br/>12 market, that you make the swap, because, I<br/>13 mean, seven percent of Westchase homes sell<br/>14 every year. It's not like those --<br/>15           MR. CHESNEY: That would be a lot of<br/>16 work keeping track of that.<br/>17           MR. BARRETT: Yeah, can be.<br/>18           MR. CHESNEY: Keeping track of when they<br/>19 sell, it's not like they're going to call you<br/>20 up and say, "Hey, I'm selling my house. I<br/>21 just wanted to let you know. You can change<br/>22 the tree now."<br/>23           MR. BARRETT: You could show it to the<br/>24 homeowner.<br/>25           MR. CHESNEY: I also think that the vast</p>    | <p style="text-align: right;">Page 103</p> <p>1           affirmative.)<br/>2           CHAIRMAN MILLS: Five to zero.<br/>3           (Motion passes.)<br/>4           CHAIRMAN MILLS: Okay. Doug, get to it.<br/>5           MR. BAUMHOVER: Doug, does that --<br/>6           MR. MAYS: It's doable.<br/>7           MR. BAUMHOVER: -- is that appropriate?<br/>8           MR. MAYS: It is appropriate, yes.<br/>9           Anything else from Manny?<br/>10          CHAIRMAN MILLS: No, sir. Thank you for<br/>11 coming. We appreciate it.<br/>12          What else to you have, Doug?<br/>13          MR. MAYS: The next thing we were<br/>14 looking at replacing the two service vehicles,<br/>15 the 2008 service vehicles.<br/>16          MR. BAUMHOVER: You just broke them in.<br/>17          MR. MAYS: I mean, I don't know how you<br/>18 guys want me to handle it. In my opinion, the<br/>19 trucks are, yeah, just getting broken in, but<br/>20 with the incentives and everything that are<br/>21 right now, you know, you can get newer trucks<br/>22 right now pretty cheap.<br/>23          So right now, if possible, I would like<br/>24 the board to authorize us to not spend any<br/>25 more than 48,000 for two trucks. That's for</p> |
| <p style="text-align: right;">Page 102</p> <p>1           majority of people are going to either have it<br/>2 removed or want a new tree. I bet you the<br/>3 vast -- I would be surprised if anyone says,<br/>4 you know, "I don't" -- I don't know. Maybe I<br/>5 could be wrong. I like his idea.<br/>6           CHAIRMAN MILLS: Well, the option is for<br/>7 him to come back next month and say, "Hey, I<br/>8 talked to all ten. These two want to keep<br/>9 what they have."<br/>10          MR. BAUMHOVER: I'll make a motion.<br/>11          CHAIRMAN MILLS: Or nine out of ten,<br/>12 then we have to have another discussion.<br/>13          MR. BAUMHOVER: Yeah. We can reframe<br/>14 this, but how about we have a motion to allow<br/>15 our field manager to engage with the<br/>16 homeowners in question and discuss which trees<br/>17 they would like and then give them authority<br/>18 to replant the trees with the homeowner's<br/>19 consent and then report back at the next<br/>20 meeting if there are any homeowners that did<br/>21 not agree?<br/>22          MR. LEWIS: I'll second it.<br/>23          CHAIRMAN MILLS: Seconded. Okay. All<br/>24 in favor Of that?<br/>25          (All members signify in the</p> | <p style="text-align: right;">Page 104</p> <p>1           two of them, not 48,000 apiece, but no more<br/>2 than twenty four.<br/>3           Right now, with the incentives, I think<br/>4 I can get them for about 23,700. So no more<br/>5 than 24,000 apiece, and we can replace these<br/>6 vehicles that are just now getting -- starting<br/>7 to break down, to be honest with you, but just<br/>8 nickel and diming us.<br/>9           CHAIRMAN MILLS: Mr. Chesney.<br/>10          MR. CHESNEY: So that price doesn't<br/>11 include the value of trading in the --<br/>12          MR. MAYS: It is with the trade-in.<br/>13 They only gave us about 2500 for each vehicle.<br/>14          MR. CHESNEY: Okay. But it is trading<br/>15 it in, because if not, we have to surplus it.<br/>16          MR. MAYS: It is trading them in.<br/>17          CHAIRMAN MILLS: And that's tax,<br/>18 delivery, prep, everything?<br/>19          MR. MAYS: Yes.<br/>20          MR. LEWIS: Was this the work truck that<br/>21 you got -- is this just like an F-150?<br/>22          MR. MAYS: Yes.<br/>23          MR. LEWIS: Okay. It's not like a flat<br/>24 bed or --<br/>25          MR. MAYS: No. It's to replace the 150</p>                              |

|   |  |
|---|--|
| <p style="text-align: right;">Page 105</p> <p>1 -- the Fleet 150s that we have right now.<br/> 2 We'll replace those two.<br/> 3 MR. MENDENHALL: We shouldn't pay tax.<br/> 4 Right?<br/> 5 CHAIRMAN MILLS: We don't pay tax?<br/> 6 MR. MAYS: Yeah, we don't.<br/> 7 CHAIRMAN MILLS: Is there any benefit of<br/> 8 insurance on them with being new?<br/> 9 MR. CHESNEY: Probably go up. I mean,<br/> 10 the comp and collision would probably go up.<br/> 11 MS. WHYTE: I think we're under<br/> 12 government, so basically the tax would just<br/> 13 roll over.<br/> 14 CHAIRMAN MILLS: Okay.<br/> 15 MR. LEWIS: I'll make a motion to allow<br/> 16 our field manager to purchase the vehicles at<br/> 17 no more than -- what was it? -- \$48,000 --<br/> 18 MR. MAYS: \$48,000.<br/> 19 MR. LEWIS: -- for two vehicles.<br/> 20 CHAIRMAN MILLS: Second?<br/> 21 MR. ROSS: Second.<br/> 22 CHAIRMAN MILLS: Mr. Ross seconds. All<br/> 23 in favor?<br/> 24 (All members signify in the<br/> 25 affirmative.)</p>  | <p style="text-align: right;">Page 107</p> <p>1 a three-year warranty.<br/> 2 MR. BAUMHOVER: Second.<br/> 3 CHAIRMAN MILLS: Seconded by<br/> 4 Mr. Baumhover.<br/> 5 All in favor?<br/> 6 (All members signify in the<br/> 7 affirmative.)<br/> 8 CHAIRMAN MILLS: Five to zero. It's<br/> 9 approved.<br/> 10 MR. MAYS: Approved?<br/> 11 CHAIRMAN MILLS: Approved.<br/> 12 (Motion passes.)<br/> 13 MR. MAYS: Okay. We already talked<br/> 14 about the request for the one street tree.<br/> 15 Also the board had requested the<br/> 16 information -- I guess we had a lady that<br/> 17 works for Alan Charron over at The<br/> 18 Avenues of Westchase about the annuals in the<br/> 19 median there.<br/> 20 Davey can build the beds for \$3400,<br/> 21 build two beds and do annuals in those beds,<br/> 22 and then the recurring amount would be an<br/> 23 additional 300 to 350 annuals per year in each<br/> 24 bed.<br/> 25 So the cost of them for four times a</p>   |
| <p style="text-align: right;">Page 106</p> <p>1 CHAIRMAN MILLS: Approved. White,<br/> 2 right?<br/> 3 (Motion passes.)<br/> 4 MR. MAYS: Yes, sir.<br/> 5 MS. WHYTE: Really? Come on.<br/> 6 MR. MAYS: They're easier to spot. No<br/> 7 other white trucks out there, so --<br/> 8 CHAIRMAN MILLS: What else do you got?<br/> 9 MR. MAYS: We did speak with the vendor<br/> 10 on the nano bubbler for the fire station.<br/> 11 They will authorize a three-year warranty on<br/> 12 those. The board did so want to approve that<br/> 13 nano bubbler for that pond.<br/> 14 It will be a lot easier to get the<br/> 15 bubbler on there because we already have<br/> 16 existing power over there. So if the board<br/> 17 wants to put another additional nano bubbler<br/> 18 on one of our dirtier ponds, then we do get<br/> 19 the three-year warranty.<br/> 20 MR. ROSS: Is that your recommendation<br/> 21 to do that?<br/> 22 MR. MAYS: Yes.<br/> 23 MR. ROSS: I'll move.<br/> 24 CHAIRMAN MILLS: Okay. Motion to<br/> 25 approve the nano bubbler, given that it's now</p> | <p style="text-align: right;">Page 108</p> <p>1 year would be an additional \$702 to \$819 for<br/> 2 additional annuals to our normal four<br/> 3 rotations a year.<br/> 4 So we'd be looking at \$3400 to build the<br/> 5 bed, and then every quarter it would cost<br/> 6 about an additional \$800 on top of our annuals<br/> 7 that we do already.<br/> 8 CHAIRMAN MILLS: So help me understand.<br/> 9 Why does it cost \$3400 to remove sod?<br/> 10 MR. MAYS: You have remove the sod, and<br/> 11 then you have to remove the soil that's there,<br/> 12 bring in the quality soil, and then plant the<br/> 13 plants. So that's --<br/> 14 CHAIRMAN MILLS: That's more than just<br/> 15 digging out the grass.<br/> 16 MR. CHESNEY: Probably have to change<br/> 17 the irrigation, too, I would think.<br/> 18 MR. MAYS: And the irrigation. That's<br/> 19 what it was. Irrigation has to be changed to<br/> 20 rotator rotors --<br/> 21 CHAIRMAN MILLS: Is that the only -- is<br/> 22 that the only ingress/egress that does not<br/> 23 have annuals up and down Countryway and<br/> 24 Linebaugh?<br/> 25 MR. MAYS: On Linebaugh. I believe</p> |

|  |   |
|--|---|
| <p style="text-align: right;">Page 109</p> <p>1 that's one reason I kind of gave into it,<br/> 2 because we removed them at one time, line of<br/> 3 sight -- there was a line of sight --<br/> 4 MR. ARGUS: The medical center may be<br/> 5 another one.<br/> 6 MR. MAYS: Yeah, the medical center<br/> 7 doesn't have them there, because one of the<br/> 8 medians has got oak trees.<br/> 9 MR. LEWIS: And just so I'm clear, this<br/> 10 is coming out of the Fifth Third Bank?<br/> 11 MR. MAYS: Yes.<br/> 12 MS. WHYTE: I've got a question.<br/> 13 MR. CHESNEY: She asked for them,<br/> 14 though. Right?<br/> 15 MR. MAYS: Yes, she asked for them. She<br/> 16 sent an email asking whatever came of it, and<br/> 17 I told her it was going to be talked about at<br/> 18 the board meeting.<br/> 19 MR. CHESNEY: I make a motion to approve<br/> 20 it.<br/> 21 CHAIRMAN MILLS: Okay. Is there a<br/> 22 second?<br/> 23 MR. BAUMHOVER: I'll second.<br/> 24 MR. CHESNEY: Commercial customers.<br/> 25 CHAIRMAN MILLS: Any discussion?</p>  | <p style="text-align: right;">Page 111</p> <p>1 start doing it, let's start getting proposals<br/> 2 to kind of duplicate what's going on, like<br/> 3 Radcliffe.<br/> 4 That bridge there is made out of steel<br/> 5 railings, and it's also -- aluminum railings<br/> 6 actually. And it's also the board is that<br/> 7 composite, the recycled lumber that lasts<br/> 8 forever. So it might be time that we have a<br/> 9 company come in and propose to redo that<br/> 10 bridge.<br/> 11 We did have a request from a few<br/> 12 residents, one in particular. But we've had<br/> 13 it through the years, and we just keep band-<br/> 14 aiding it, fixing the wood, and those type of<br/> 15 things, so --<br/> 16 MS. WHYTE: There is an increase in golf<br/> 17 carts and electrical vehicles crossing the<br/> 18 bridge.<br/> 19 MR. CHESNEY: Oh, the boards are loose<br/> 20 on that thing frequently.<br/> 21 MR. MAYS: Yeah. We're constantly<br/> 22 maintaining it, replacing a few boards. We've<br/> 23 had to replace a few and paint it, like I say,<br/> 24 almost every year. So with that composite, it<br/> 25 would reduce the painting, and with the</p> |
| <p style="text-align: right;">Page 110</p> <p>1 Mr. Ross.<br/> 2 MR. ROSS: I think we raised earlier the<br/> 3 line of sight, that these are going to be low<br/> 4 enough so kids won't get lost in the --<br/> 5 MR. MAYS: Yes.<br/> 6 CHAIRMAN MILLS: It will look just like<br/> 7 the annuals on the other corner.<br/> 8 MR. MAYS: Correct. Like Montague,<br/> 9 Gretna Green, Radcliff, Countryway.<br/> 10 CHAIRMAN MILLS: Okay. All in favor?<br/> 11 (All members signify in the<br/> 12 affirmative.)<br/> 13 CHAIRMAN MILLS: Five to zero.<br/> 14 (Motion passes.)<br/> 15 MR. MAYS: And we also have a resident<br/> 16 that's interested in -- and it's probably<br/> 17 about time. We'll start probably talking to<br/> 18 different companies -- the bridge that cuts<br/> 19 between Westpark Village and the Greens.<br/> 20 It's starting to -- not deteriorate, but<br/> 21 we've been repainting it over and over about<br/> 22 every year. Lately some of the wood is<br/> 23 starting to show its wear and tear.<br/> 24 So I was just going to inform the board,<br/> 25 if they would like me to, I think we should</p> | <p style="text-align: right;">Page 112</p> <p>1 railing, it would reduce that, too.<br/> 2 So we'll be looking into that in the<br/> 3 future, for next year's budget possibly.<br/> 4 CHAIRMAN MILLS: Great.<br/> 5 MR. MAYS: And then, Sonny, you wanted<br/> 6 to talk him about the GIS possibly?<br/> 7 MS. WHYTE: Yeah.<br/> 8 MR. MAYS: Also we had one more thing.<br/> 9 The street lights there in Harbor Links,<br/> 10 they're due to be painted.<br/> 11 And I just want to bring it to the<br/> 12 board's attention that the bids are \$8800, and<br/> 13 another bid we had for \$11,000 to repaint 129<br/> 14 low voltage lights and all street signs in<br/> 15 that community.<br/> 16 So \$8800 is our bid on that. And it's<br/> 17 normally over my \$5,000 spending amount, so I<br/> 18 want to bring it to the board's attention and<br/> 19 see if you would like to approve that.<br/> 20 CHAIRMAN MILLS: Mr. Chesney.<br/> 21 MR. CHESNEY: I'll make a motion to<br/> 22 approve it. I do have one question. If<br/> 23 someone wants to second.<br/> 24 MR. LEWIS: I'll second it.<br/> 25 MR. CHESNEY: So my one question is, he</p>                       |

1 asked that all the water be turned off when  
2 they're painted. How are you going to  
3 coordinate that?

4 MR. MAYS: That's a good question,  
5 because the residents control their own water.

6 MR. CHESNEY: Yeah. That's why -- I  
7 mean, that looks -- I'm just saying that  
8 looks --

9 MS. WHYTE: We may be able to coordinate  
10 it with the voting members and with block by  
11 block or something like that. We'll work on  
12 coordinating it with the homeowners with some  
13 letters.

14 MR. CHESNEY: Can you turn off the  
15 water?

16 MR. MAYS: We could, but it would  
17 probably also shut off -- this community, as  
18 designed, it may shut off Saville Rowe also or  
19 -- you know, so --

20 MR. LEWIS: When is the county going to  
21 next water test? They shut it off --

22 MR. MAYS: They have not had to do that  
23 since they put in the new pipe.

24 MR. CHESNEY: That would be a good idea.

25 MR. MAYS: The timing on it would be

1 was about four years ago. So about the same  
2 time, about four years.

3 MR. LEWIS: Okay.

4 CHAIRMAN MILLS: And Harbor Links  
5 specific assessment charge. Right?

6 MS. WHYTE: Right.

7 MR. ROSS: Related to Greg's point,  
8 there may be water sources other than  
9 residential. I don't know exactly where all  
10 the poles are. You're confident no other --

11 MS. WHYTE: We can adjust it. We can  
12 work with --

13 MR. ROSS: The golf course or --

14 MR. MAYS: It's a possibility. Have to  
15 go to the county and --

16 MS. WHYTE: We have to work with them.

17 MR. MAYS: -- and see if they can shut  
18 down Harbor Links for a day or two days. He  
19 makes it sound like -- I would imagine it  
20 would probably almost be a two-week project,  
21 depending on how many people he puts on it,  
22 so -- but we'll -- that won't be a big issue,  
23 I wouldn't think.

24 CHAIRMAN MILLS: Okay. Motion to  
25 approve Certa -- is that right? -- Certa

1 good. Most of the residents run their  
2 irrigation at night anyway, so it shouldn't be  
3 too big of an inconvenience. You have only a  
4 few people that do it during the day these  
5 days.

6 And if we get a letter out letting them  
7 know that we're repainting the lights and this  
8 is when it will done, we should be able to get  
9 them to shut their systems down for a couple  
10 of days.

11 MS. WHYTE: They're pretty cooperative  
12 in that community.

13 CHAIRMAN MILLS: There are 125 light  
14 poles in Harbor Links?

15 MS. WHYTE: And street poles.

16 MR. CHESNEY: You weren't around when we  
17 switched them to LED. The process took  
18 forever. I mean, it was -- what? -- two  
19 years, three years?

20 MS. WHYTE: Yeah, it was a long process.

21 MR. LEWIS: Has this been done before,  
22 Doug?

23 MR. MAYS: Yes.

24 MR. LEWIS: How long did it last?

25 MR. MAYS: Let's see, the transformation

1 painters? --

2 MR. MAYS: CertaPro, yes.

3 CHAIRMAN MILLS: -- in the amount of  
4 \$8,845 to paint the light posts and other  
5 elements in Harbor Links. All in favor?

6 (All members signify in the  
7 affirmative.)

8 CHAIRMAN MILLS: Five to zero.

9 (Motion passes.)

10 MR. MAYS: And the last thing is, Sonny  
11 wanted me to bring it up -- she probably wants  
12 to discuss this, but -- the GI's mapping for  
13 the irrigation.

14 We've been talking to Davey. They have  
15 people that can do some of that mapping for  
16 us, and we're still trying to get a quote  
17 from them on mapping it. But it is a  
18 possibility they can help out with, you know,  
19 getting all these valves, because we have  
20 hundreds of valves on the property, to try to  
21 help us locate them and put them on the GIS  
22 map. Sonny has probably got better  
23 information.

24 CHAIRMAN MILLS: Mr. Chesney.

25 MR. CHESNEY: That's a fantastic idea.

|   |  |
|---|--|
| <p style="text-align: right;">Page 117</p> <p>1 In our new engineer's description of services,<br/> 2 I believe there is a person there that's 65 an<br/> 3 hour or 85 an hour. I don't remember which.<br/> 4 They might go down and look at them.<br/> 5 MS. WHYTE: Well, what it actually<br/> 6 entails is we'll use the iPad in the office<br/> 7 that we use for credit card charges and stuff.<br/> 8 That little machine on the desk, they go<br/> 9 out -- Davey works usually Monday through<br/> 10 Thursday, unless it's a rainy day.<br/> 11 So Friday they'll bring a couple of guys<br/> 12 in, and they've given us a proposal for \$1214.<br/> 13 We're going to try this with West Park<br/> 14 Village.<br/> 15 We're going to try West Park Village<br/> 16 because it's so densely populated, we don't<br/> 17 have that much common area, so it will be<br/> 18 easier for us to manage.<br/> 19 They'll go in, they'll take pictures,<br/> 20 they'll identify the valves and all of that.<br/> 21 Once we have all of that in our GIS map, then<br/> 22 we're going to take that and send that off to<br/> 23 Davey's GIS person, or possibly you guys, but<br/> 24 they have -- that's all that person does is<br/> 25 irrigation.</p>                         | <p style="text-align: right;">Page 119</p> <p>1 board. All we have to do is allow that<br/> 2 contractor access to the GIS usage only, not<br/> 3 the -- they can't make any changes, just like<br/> 4 you guys do.<br/> 5 The only ones that have access to it<br/> 6 right now is myself, and, of course, it will<br/> 7 be our engineering firm. But it's something<br/> 8 that we want to try that I think is a very<br/> 9 valuable asset to our community for future<br/> 10 endeavors. It just makes sense.<br/> 11 CHAIRMAN MILLS: Good.<br/> 12 MR. CHESNEY: I think -- I mean, we have<br/> 13 Davey's contract coming up next year. I would<br/> 14 prefer that we get it done, you know, before<br/> 15 that contract trans --<br/> 16 MS. WHYTE: Quickly, I know.<br/> 17 MR. MAYS: Right.<br/> 18 MR. CHESNEY: -- potentially<br/> 19 transitions. I mean, so you have a year.<br/> 20 MS. WHYTE: Yeah. The key factor is --<br/> 21 and I'm not knocking anybody -- there are so<br/> 22 many spray head zones, things that -- I mean,<br/> 23 Paul is fantastic; he knows it all. So he<br/> 24 would be really a good person to utilize, and<br/> 25 he's willing to work with him -- himself and</p> |
| <p style="text-align: right;">Page 118</p> <p>1 He will map out the valve system, the<br/> 2 head system, whether they're sprays and all of<br/> 3 that. The reason we came up with this is<br/> 4 simply not just because we have a GIS map now,<br/> 5 but we change contractors every three to four<br/> 6 years -- usually every three.<br/> 7 And the new guy comes on, and they don't<br/> 8 know where anything is, and Doug is constantly<br/> 9 driving them around and trying to show them.<br/> 10 This will identify -- and if this works,<br/> 11 then we, over a period of time, do West Park<br/> 12 Village, then we go into The Greens, and then<br/> 13 we do Harbor Links, and then we do community<br/> 14 by -- you know, financially as we go. It may<br/> 15 take two or three years.<br/> 16 MR. BAUMHOVER: It may be easier for<br/> 17 them to schedule maintenance.<br/> 18 MS. WHYTE: Or we can -- well, it's hard<br/> 19 to -- what they'll have to do is you have to<br/> 20 identify -- it really is very time consuming.<br/> 21 MR. BAUMHOVER: Right. But once you<br/> 22 have a map, you can schedule maintenance much<br/> 23 more efficiently.<br/> 24 MS. WHYTE: Yeah, it will make life<br/> 25 easier for any new contractor that comes on</p> | <p style="text-align: right;">Page 120</p> <p>1 an irrigation tech to work on this.<br/> 2 And we'll start with West Park Village.<br/> 3 See how long it takes. I think they can knock<br/> 4 it out in --<br/> 5 MR. MAYS: Basically a couple days.<br/> 6 MS. WHYTE: -- a couple of days. And<br/> 7 then we can send it off and see if we get a<br/> 8 quote from Davey. Then Paul can work with<br/> 9 them where the heads, where they go, how<br/> 10 everything moves --<br/> 11 MR. CHESNEY: Yeah.<br/> 12 MS. WHYTE: -- and get that all imposed<br/> 13 into our GIS map. And I think that is very,<br/> 14 very -- I think it's important.<br/> 15 MR. CHESNEY: Remember that next year at<br/> 16 bonus time. I think that's a great idea.<br/> 17 MR. MAYS: \$1200 to --<br/> 18 MS. WHYTE: I think it's worth the \$1200<br/> 19 to see how it goes.<br/> 20 MR. MAYS: Try it in one community<br/> 21 first, one of our bigger zoned communities.<br/> 22 MR. DVORAK: Yeah, probably what they've<br/> 23 done is they've got -- when they go out and<br/> 24 take a picture with the iPad or with their<br/> 25 digital device, they've already created a map</p>                                     |

|   |   |
|---|---|
| <p style="text-align: right;">Page 121</p> <p>1 that populates, you know, a bunch of data.</p> <p>2 And so their geo locates like right on</p> <p>3 the spot, and then their technician in the</p> <p>4 office downloads all of that information, and</p> <p>5 basically what it will become is a layer --</p> <p>6 just another layer -- GIS layer.</p> <p>7 So if you want to turn on the drainage</p> <p>8 and you wanted to turn on the water and you</p> <p>9 wanted to turn on the sprinklers, you could do</p> <p>10 it all at once, or, you know, look at one</p> <p>11 utility at a time. It's going to be --</p> <p>12 MS. WHYTE: It's going to be beneficial</p> <p>13 in the community as a whole.</p> <p>14 MR. DVORAK: Yeah. It would be way more</p> <p>15 cost effective for someone that knows the</p> <p>16 system to do it.</p> <p>17 CHAIRMAN MILLS: Absolutely.</p> <p>18 MS. WHYTE: And that's why we wanted to</p> <p>19 get it done while Davey was --</p> <p>20 MR. BAUMHOVER: You just answered my</p> <p>21 question I was going to ask Robert, which was</p> <p>22 -- this generally, up until to this point, had</p> <p>23 been the domain of our previous engineering</p> <p>24 firm, so I wanted to ask and see what your</p> <p>25 opinion was on basically our landscaping</p> | <p style="text-align: right;">Page 123</p> <p>1 MS. WHYTE: And it will take time, but</p> <p>2 we're going to get there layer by layer by</p> <p>3 layer.</p> <p>4 CHAIRMAN MILLS: As Mr. Baumhover has</p> <p>5 said, every year.</p> <p>6 MR. CHESNEY: Yeah, I think it's</p> <p>7 awesome.</p> <p>8 CHAIRMAN MILLS: Anything else?</p> <p>9 MR. MAYS: I think Sonny has one.</p> <p>10 MS. WHYTE: I don't remember. It's been</p> <p>11 so long. No. The only thing is, I do need</p> <p>12 some information, and I'll get with Erin or</p> <p>13 Andy regarding the payment of the vehicles.</p> <p>14 He's asked for a specific payment. The total</p> <p>15 payment must match the DR14.</p> <p>16 MR. MENDENHALL: Okay. Yeah, we can</p> <p>17 find out -- just look at the previous</p> <p>18 paperwork.</p> <p>19 MS. WHYTE: There you go. There you go.</p> <p>20 That's what I said.</p> <p>21 MR. MENDENHALL: Just look at the</p> <p>22 previous paperwork.</p> <p>23 MS. WHYTE: No, I don't think so. I am</p> <p>24 still working on getting -- I got pricing, but</p> <p>25 I wasn't comfortable with the proposal today</p>  |
| <p style="text-align: right;">Page 122</p> <p>1 company providing the landscaping-specific</p> <p>2 layer of GIS data onto our GIS map. Right?</p> <p>3 I just wanted to make sure that if</p> <p>4 that's something --</p> <p>5 MR. DVORAK: It makes total sense to me.</p> <p>6 MR. BAUMHOVER: Okay. Fair enough.</p> <p>7 MS. WHYTE: Hillsborough County runs a</p> <p>8 similar program on the GIS map. We've been</p> <p>9 with them where they just pull up something,</p> <p>10 and we're going, "We want that."</p> <p>11 MR. BAUMHOVER: It's more of a question</p> <p>12 of who. Was it the engineering firm? Is</p> <p>13 it --</p> <p>14 MS. WHYTE: It would be.</p> <p>15 MR. BAUMHOVER: Got it.</p> <p>16 MR. LEWIS: Do we need a motion for</p> <p>17 this?</p> <p>18 CHAIRMAN MILLS: Not for \$1200.</p> <p>19 MS. WHYTE: It's under the thing. We</p> <p>20 just wanted to bring it to your attention that</p> <p>21 we were looking at doing that to make sure</p> <p>22 that -- your approval, because I know how big</p> <p>23 your GIS overall is and what you want to do it</p> <p>24 with it.</p> <p>25 CHAIRMAN MILLS: Go with it.</p>  | <p style="text-align: right;">Page 124</p> <p>1 for new monument signs for Sheldon and</p> <p>2 Linebaugh as we discussed for an enhancement</p> <p>3 as part of the project that Brian Ross started</p> <p>4 a couple months back when we were still</p> <p>5 with -- that was Stantec.</p> <p>6 So I've got a final price today per</p> <p>7 monument, but there was no drawing, there was</p> <p>8 no nothing with it, so I would rather have all</p> <p>9 of that before I present it to you at next</p> <p>10 month's meeting, and then we can go forth and</p> <p>11 see if we're on the right track.</p> <p>12 CHAIRMAN MILLS: Okay.</p> <p>13 MS. WHYTE: Okay?</p> <p>14 CHAIRMAN MILLS: Great.</p> <p>15 MS. WHYTE: That's all I've got.</p> <p>16 CHAIRMAN MILLS: Okay. So it's 6:00,</p> <p>17 we're on the home stretch, so with audience</p> <p>18 and supervisors -- so are we good to go? Keep</p> <p>19 going?</p> <p>20 THE REPORTER: Yes. Thank you.</p> <p>21 CHAIRMAN MILLS: Okay. Great. Any</p> <p>22 audience comments?</p> <p>23 (No response.)</p> <p>24 CHAIRMAN MILLS: Okay. We'll move right</p> <p>25 along.</p> |

1 Supervisor requests. Mr. Lewis.  
 2 MR. LEWIS: Nothing today.  
 3 CHAIRMAN MILLS: Mr. Ross.  
 4 MR. ROSS: Yes. I was hoping the  
 5 district could send a letter to Tonja Stewart  
 6 personally thanking her for her service to the  
 7 district. So whether that be the chair or the  
 8 manager, I think that would be a nice thing to  
 9 occur.  
 10 MR. MENDENHALL: Either way.  
 11 MR. CHESNEY: Yeah.  
 12 MR. ROSS: From the manager?  
 13 MR. MENDENHALL: Yeah, that's fine. You  
 14 want me to send it?  
 15 MR. ROSS: Yeah, but to her personally  
 16 to say thank you for all she's done for the  
 17 district.  
 18 MR. MENDENHALL: Absolutely.  
 19 CHAIRMAN MILLS: That's a good request.  
 20 MR. CHESNEY: You want to send her a  
 21 shovel or something?  
 22 MR. ROSS: That would be misconstrued --  
 23 MR. CHESNEY: A lot of times we send  
 24 like a small gift. I don't know.  
 25 MR. BAUMHOVER: Gold and silver?

1 MR. CHESNEY: Yeah. You're the one who  
 2 usually sends it. That's why I'm looking at  
 3 you.  
 4 MS. WHYTE: I know, but, I mean, that's  
 5 usually when a board member leaves or anything  
 6 like that. But if you tell me if there is  
 7 something you want me to do, but I don't  
 8 know what --  
 9 MR. LEWIS: Calculator. She's an  
 10 engineer, let's send her a calculator. I'm  
 11 kidding.  
 12 MS. WHYTE: No.  
 13 MR. CHESNEY: She got paid. I mean --  
 14 MS. WHYTE: I think a letter is  
 15 sufficient.  
 16 CHAIRMAN MILLS: A letter is sufficient.  
 17 Anything else, Mr. Ross?  
 18 MR. ROSS: Nope. Nothing.  
 19 CHAIRMAN MILLS: Mr. Baumhover.  
 20 MR. BAUMHOVER: Nothing, sir.  
 21 CHAIRMAN MILLS: Mr. Chesney.  
 22 MR. CHESNEY: I had nothing, but I did  
 23 notice on the way here, there seems to be a  
 24 lot of standing water in the bell tower  
 25 park --

1 MR. MAYS: Saw that.  
 2 MR. CHESNEY: -- which is unusual since  
 3 it hadn't rained yet.  
 4 MR. MAYS: I saw that the day we  
 5 happened to go around and manually turn off  
 6 two zones.  
 7 MR. CHESNEY: Yeah, but I -- it's just a  
 8 lot of sitting water, and I noticed there was  
 9 a lady showing the apartments, and like you  
 10 could see someone pointing at the puddle.  
 11 MR. MAYS: I saw that.  
 12 CHAIRMAN MILLS: Did you drive through  
 13 and splash them?  
 14 MR. CHESNEY: No. I purposefully drove  
 15 very slow actually.  
 16 CHAIRMAN MILLS: Anything else?  
 17 MR. CHESNEY: No.  
 18 CHAIRMAN MILLS: The only things I have,  
 19 so the workshop is on the calendar for next  
 20 Tuesday, unless anyone feels the need, I think  
 21 we cancel that. Right? I think we made good  
 22 progress on some of the RFP initiatives today.  
 23 And the only other item I have is, the  
 24 next meeting, October 1st, I will not be here.  
 25 It's a national convention in Atlanta that

1 I'll be at, so --  
 2 MR. CHESNEY: Sounds like more fun.  
 3 CHAIRMAN MILLS: -- you'll be it.  
 4 It's only a few weeks, so --  
 5 And with that, it's time for a motion to  
 6 adjourn.  
 7 MR. LEWIS: So move.  
 8 CHAIRMAN MILLS: Second?  
 9 MR. BAUMHOVER: Second.  
 10 CHAIRMAN MILLS: Seconded by  
 11 Mr. Baumhover. All in favor?  
 12 (All members signify in the affirmative,  
 13 and motion passes.)  
 14 CHAIRMAN MILLS: Five to zero. Good  
 15 night, everybody.  
 16 (At 6:05 p.m., the meeting concludes.)  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

REPORTER'S CERTIFICATE

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

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

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

DATED September 23, 2019.

  
Chairman/Vice Chairman