

**WESTCHASE
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

December 1, 2020

Westchase Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071 Phone: 954-603-0033 Fax: 954-345-1292

November 24, 2020

Board of Supervisors
Westchase Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the Westchase Community Development District will be held on Tuesday, December 1, 2020 at 4:00 p.m. The meeting will take place at the **Westchase Swim & Tennis Center, 10405 Countryway Boulevard, Tampa, Florida, 33626**. Following is the advance agenda for this meeting:

1. **Roll Call**
2. **Organizational Matters**
 - A. Designation of Officers Resolution 2021-01
3. **Consent Agenda**
 - A. Approval of the November 10, 2020 Meeting Minutes with Any Corrections Submitted
 - B. Acceptance of Financial Statements as of October 2020
4. **Engineer's Report**
5. **Attorney's Report**
 - A. Proposed Cell Tower Lease and Option Agreement for Parcel B (northern location), and Aerial Showing Approximate Location of the Proposed Cell Tower
 - B. Proposed Federal Legislation and Florida Association of Special Districts Survey Regarding Assistance to Local Governments for Financial Impacts Due to Covid
6. **Manager's Report**
7. **Field Manager's Report**
8. **Audience Comments**
9. **Supervisors' Requests**
10. **Adjournment**

Any items not included in the agenda package will either be distributed under separate cover or presented at the meeting. In the meantime, if you have any questions, please contact me.



Andrew P. Mendenhall,
PMP/ct Manager

cc: Erin McCormick
Tonja Stewart
Christopher Barrett
Sonny Whyte

Second Order of Business

2A.

RESOLUTION 2021-01

A RESOLUTION DESIGNATING OFFICERS OF THE WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Westchase Community Development District at a regular business meeting held on December 1, 2020 desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Andrew Mendenhall</u>	Secretary
<u>Alan Baldwin</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
_____	Assistant Secretary(s)

PASSED AND ADOPTED THIS, 1st DAY OF December 2020.

Chairman

Secretary

Third Order of Business

3A.

<div>Page 1</div> <p>RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT</p> <hr/> <p>TRANSCRIPT OF: BOARD MEETING</p> <p>DATE: November 10, 2020</p> <p>TIME: 4:06 p.m. - 5:23 p.m.</p> <p>PLACE: Westchase Swim and Tennis Center 10405 Countryway Boulevard Tampa, Florida</p> <p>REPORTED BY: Kimberly Ann Roberts Notary Public State of Florida at Large</p>	<div>Agenda Page 8 Page 3</div> <table> <tr> <th>INDEX</th><th>PAGE</th></tr> <tr> <td>Meeting called to order</td><td>5</td></tr> <tr> <td>Roll Call</td><td>5</td></tr> <tr> <td>Consent Agenda</td><td>6</td></tr> <tr> <td>Motion to approve the consent agenda (Motion passes)</td><td>6 7</td></tr> <tr> <td>Engineer report</td><td>7</td></tr> <tr> <td>Cell tower parcel update</td><td>7</td></tr> <tr> <td>Lease agreement for Parcel B update</td><td>10</td></tr> <tr> <td>Wall easement drainage issue</td><td>12</td></tr> <tr> <td>Attorney report</td><td>27</td></tr> <tr> <td>Cell tower lease agreement update</td><td>27</td></tr> <tr> <td>Promise Lane update</td><td>30</td></tr> <tr> <td>Manager report</td><td>39</td></tr> <tr> <td>Westchase Soccer agreement</td><td>39</td></tr> <tr> <td>Motion to approve agreement (Motion passes)</td><td>39 40</td></tr> <tr> <td>Meeting schedule discussion</td><td>40</td></tr> <tr> <td>Field manager report</td><td>42</td></tr> <tr> <td>Landscape removal and replanting project</td><td>42</td></tr> <tr> <td>Motion to approve project and expenditure (Motion passes)</td><td>48 50</td></tr> <tr> <td>Pond lights update</td><td>51</td></tr> <tr> <td>Office help discussion</td><td>52</td></tr> <tr> <td>OLM inspection discussion</td><td>53</td></tr> </table>	INDEX	PAGE	Meeting called to order	5	Roll Call	5	Consent Agenda	6	Motion to approve the consent agenda (Motion passes)	6 7	Engineer report	7	Cell tower parcel update	7	Lease agreement for Parcel B update	10	Wall easement drainage issue	12	Attorney report	27	Cell tower lease agreement update	27	Promise Lane update	30	Manager report	39	Westchase Soccer agreement	39	Motion to approve agreement (Motion passes)	39 40	Meeting schedule discussion	40	Field manager report	42	Landscape removal and replanting project	42	Motion to approve project and expenditure (Motion passes)	48 50	Pond lights update	51	Office help discussion	52	OLM inspection discussion	53
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<div>Page 2</div> <p>APPEARANCES: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT BOARD MEMBERS:</p> <p>Jim Mills, Chairman Greg Chesney, Vice Chairman Matthew Lewis Brian Ross (Telephonically) Forrest Baumhover</p> <p>ALSO PRESENT:</p> <p>INFRAMARK:</p> <p>Andy Mendenhall, District Manager</p> <p>DISTRICT ATTORNEY:</p> <p>Erin McCormick</p> <p>DISTRICT ENGINEER:</p> <p>Stephen Brletic</p> <p>WESTCHASE STAFF:</p> <p>Doug Mays</p>	<div>Page 4</div> <table> <tr> <td>Workshop schedule</td><td>54</td></tr> <tr> <td>Snow machine purchase update</td><td>55</td></tr> <tr> <td>Motion to approve purchase (Motion passes)</td><td>58 60</td></tr> <tr> <td>Parks guidelines discussion</td><td>61</td></tr> <tr> <td>Audience comments</td><td>63</td></tr> <tr> <td>Supervisor comments</td><td>73</td></tr> <tr> <td>Motion to approve sheriff's patrols expenditure (Motion passes)</td><td>73 79</td></tr> <tr> <td>Chairman Mills closing comments</td><td>79</td></tr> <tr> <td>Motion to adjourn</td><td>84</td></tr> <tr> <td>Motion passes and meeting adjourns</td><td>84</td></tr> </table>	Workshop schedule	54	Snow machine purchase update	55	Motion to approve purchase (Motion passes)	58 60	Parks guidelines discussion	61	Audience comments	63	Supervisor comments	73	Motion to approve sheriff's patrols expenditure (Motion passes)	73 79	Chairman Mills closing comments	79	Motion to adjourn	84	Motion passes and meeting adjourns	84																								
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<p>1 The transcript of Westchase Community 2 Development District Board Meeting, on the 10th 3 day of November, 2020, at the Westchase Swim and 4 Tennis Center, 10405 Countryway Boulevard, Tampa, 5 Florida, beginning at 4:03 p.m., reported by 6 Kimberly Ann Roberts, Notary Public in and for the 7 State of Florida at Large. 8 * * * * *</p> <p>9 CHAIRMAN MILLS: Call the November 10, 10 2020 meeting of the Westchase Community 11 District to order. Nice to be back with 12 everybody again, although we do look different 13 with our masks on. 14 Let's begin, which we haven't done for 15 quite some time, the Pledge of Allegiance. 16 (The Pledge of Allegiance was recited.) 17 CHAIRMAN MILLS: So let the record 18 reflect that all supervisors, with the 19 exception of Mr. Ross, are present. 20 MR. CHESNEY: I'm sorry. What is the 21 wi-fi password and which wi-fi are we on? 22 CHAIRMAN MILLS: It's Westchase Guest, 23 and there's no password. 24 MR. CHESNEY: I don't see Westchase 25 Guest. I'll find it. Thank you.</p>	<p>1 CHAIRMAN MILLS: That passes four to 2 zero. 3 (Motion passes.) 4 CHAIRMAN MILLS: Engineer's report. 5 MR. BRLETIC: Yes. So a couple of 6 things I have to report on are in conjunction 7 with what Erin has been working on as well. 8 The first thing was the cell tower 9 parcel. There was some questions about -- you 10 know, you guys are getting ready to sign off 11 on an agreement, and Erin asked us to just do 12 a little bit more research on that parcel just 13 to make sure that we have the right space -- 14 and I did get your email earlier today about 15 the exact location that they're thinking about 16 doing it. 17 And Robert had emailed you earlier this 18 week, I think, his research on the parcel and 19 that, you know, right now, what it is is that 20 there's that TECO corridor that's clear, and 21 that's on the north side of it, there's 22 actually a TECO-owned parcel and a TECO 23 People's Gas parcel that kind of cuts into our 24 property. 25 And then on either side of that is very</p>
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<p>1 CHAIRMAN MILLS: All of the supervisors 2 except Mr. Ross are present. District staff 3 is here, represented by Mr. Mays. Sonny is 4 not with us. Some of you may know, she's 5 going to be out for an extended period of 6 time. Her daughter, Tanya Riddock, has been 7 gracious enough to step into Sonny's place on 8 a temporary basis and is fielding calls and 9 assisting Doug with the day-to-day business in 10 the office. 11 District counsel, district manager and 12 district engineering, all present. So, as 13 always, we'll begin with the consent agenda. 14 Looking for approval of the October 6th 15 meeting minutes and acceptance of the 16 September final statements. 17 MR. LEWIS: Move to approve. 18 CHAIRMAN MILLS: Motion made by Mr. 19 Lewis. 20 MR. BAUMHOVER: Second. 21 CHAIRMAN MILLS: Seconded by Mr. 22 Baumhover. 23 All in favor. 24 (All board members signify in the 25 affirmative.)</p>	<p>1 wooded, and there was a question about is this 2 even usable upland -- 3 (Telephonic interruption.) 4 MR. MAYS: Hello. Hey, Mr. Ross. 5 MR. BRLETIC: -- so we did the research. 6 The best way to -- the best way to do this 7 really -- 8 (Telephonic interruption.) 9 MR. MAYS: Mr. Ross would like to be 10 patched in by phone, if possible. 11 MR. MENDENHALL: Sure. He can call my 12 cell phone directly if he wants. 13 MR. MAYS: Call Andy's phone directly, 14 he said. He thought it was Zoom. 15 CHAIRMAN MILLS: Go ahead. Sorry. 16 MR. BRLETIC: So the best way to 17 determine it basically is, you know -- 18 (Phone ringing and multiple speakers 19 speaking.) 20 CHAIRMAN MILLS: Hold on a second. 21 (Mr. Ross appears telephonically.) 22 MR. BRLETIC: So it's never been 23 delineated whether -- what wetland exists out 24 there. 25 But what Robert did is he did a search</p>

<p style="text-align: right;">Page 9</p> <p>1 on the soils out there, which is a very good 2 indicator, and there's a considerable amount 3 of uplands on either side of it. 4 There are two potential wetlands that 5 kind of like -- if we were looking at a map 6 and you're talking about that -- that TECO 7 parcel that kind of cuts into it on either 8 side of it, if you were to cut, you know, the 9 middle third out of those two sections, 10 there's potential for wetlands there. 11 Me and Erin discussed that, you know, 12 they're only going to need 50 by 50 area 13 and -- 14 MS. McCORMICK: They're actually asking 15 for a bigger area than that. I believe it's 16 70 by 70, so -- 17 MR. BRLETIC: Okay. It's still well 18 within what we think might be there. So I 19 think that it's totally, you know, acceptable 20 to move forward. There's no -- you know, 21 there's going to be some things that they're 22 going to have to work through, I'm sure, on 23 that to kind of do that. 24 I don't know if they're going to have to 25 do that permit, for instance, to delineate and</p>	<p style="text-align: right;">Agenda Page 10 Page 11</p> <p>1 weren't able to find anything specific in the 2 documents. 3 So after talking with Matt, with 4 Supervisor Lewis, about that, we thought it 5 made sense for JMT to also take a look at it. 6 I do anticipate that we're going to have 7 a lease agreement on that Parcel B for the 8 board to consider at the December meeting. I 9 think we're pretty close, so that's just to 10 give you an update about that. 11 And they are proposing a monopole for 12 that site, so we don't really have the issues 13 that we had with landscaping and with the 14 painting of the cell tower and what happens if 15 panels fall off of it because it's going to be a 16 galvanized steel pole in that location. 17 MR. BARRETT: Can you explain what you 18 meant by -- a monopole, you said? 19 MS. McCORMICK: A monopole, which is 20 different than like the flag pole that we were 21 talking about which has, you know, panels that 22 are painted on the outside of this. This is 23 just a galvanized steel pole. 24 MR. BARRETT: With the external 25 antenna?</p>
<p style="text-align: right;">Page 10</p> <p>1 make sure that it's uplands, but, you know, 2 there is enough room in our eyes to use it. 3 So that kind of resolves that issue, so full 4 steam ahead, you know. I don't know if you 5 had anything else to add. 6 MS. McCORMICK: Well, just on the lease 7 agreement for Parcel B itself, so Vertex has 8 provided the lease agreement. We have gone 9 back and forth a couple of times, and, in 10 fact, I had a conversation with them today. 11 There's a couple of outstanding legal 12 issues related to the assumption of the 13 agreement by the financing entity in the event 14 that there was any kind of foreclosure or 15 bankruptcy involving the parcel, and just also 16 the remedies and the ability for the CDD to 17 use injunctive relief for specific performance 18 if they defaulted under any of the terms in 19 the agreement. So they're going to get back 20 about that. 21 But I did want to make sure that, you 22 know, at least we had some sense of comfort 23 that that property could actually be used for 24 a cell phone. I think StanTec had actually 25 done some initial work on that also that we</p>	<p style="text-align: right;">Page 12</p> <p>1 MS. McCORMICK: With the external 2 antenna. 3 CHAIRMAN MILLS: Okay. 4 MR. BRLETIC: The second thing was Doug 5 had contacted us about a wall easement, or who 6 is taking care of these walls that's off of 7 Greenlinks? 8 I sent you an email earlier that, you 9 know, after we had talked, Erin, about my 10 initial review, which I sent Doug the plat, 11 said -- basically the language is pretty -- 12 pretty basic there that says there is a wall 13 easement on the back side of the park that is 14 ours, and then on each side of the homes there 15 that are kind of like in an L shape, and the 16 wall easement does say that it was dedicated 17 to the district for maintenance of this wall. 18 So you asked for us to kind of look more 19 into it. Our surveyor came up empty. He did 20 find the previous plat before it was replatted 21 with this easement. So it was just older 22 documents, nothing new that was in addition. 23 So, I guess, where we're at right now is 24 that -- and the other thing is, is that you 25 guys have not a done public -- so that's why I</p>

<p style="text-align: right;">Page 13</p> <p>1 asked you for the public facilities report to 2 see maybe if there was some language or 3 something like that. 4 So at this point, I don't think there's 5 a -- you know, it's basically up to the 6 interpretation of that plat language, which, 7 like I said, is very just generic, it's here's 8 an easement, it's dedicated to the CDD for 9 maintenance of it. That doesn't necessarily, 10 in my mind, say that it's the CDD's to 11 maintain. 12 Maybe they didn't -- maybe they didn't 13 intend for those walls, but they -- maybe 14 those walls were built when the home was 15 built, and it could be the homeowner's 16 responsibility. I'm just not sure how we 17 interpret it from here. I'm just trying to 18 give you guys the most information. 19 And, Erin, I mean, I guess we really 20 have to come up with what we want to do. If 21 you guys have never maintained it in the past 22 and it's just -- one time you have? 23 MR. MAYS: No. No. No. I want to add 24 something to it when you're finished. 25 MR. BRLETIC: No. No. I'm done. I was</p>	<p style="text-align: right;">Agenda Page 11 Page 15</p> <p>1 and the elevations around it. 2 And when I -- I have run into this 3 situation with other CDDs might be similar. 4 It's kind of up for board discussion. But 5 when it comes to drainage, if it's a drainage 6 thing, it's really not the CDD's 7 responsibility to solve a drainage issue on 8 private property. 9 I think the design plan clearly says 10 that this is supposed to sheet slope. If it 11 does go to our property, that doesn't -- that's 12 irrelevant. It's going from their property -- 13 it's their job to convey it to that -- that 14 property. 15 Now, if it was something like the wall 16 was too high and it was misconstrued or 17 something like that, then I could see maybe an 18 argument, but we're talking about years and 19 years have gone by. Who's to know that that 20 could have been excavated out behind us -- 21 behind by the homeowner, something like that 22 could have happened. 23 When you get into these weird, you know, 24 drainage issues on private property, set the 25 precedent that it's just something you don't</p>
<p style="text-align: right;">Page 14</p> <p>1 just going to say if you guys -- 2 MR. MAYS: So the way this wall came up 3 is -- that there's a a little two-foot wall. 4 It goes around the four houses on Greenlinks 5 Drive. They're right in front of the park. 6 One of the residents has nothing but grass. 7 Everybody else has plant material. 8 Well, the guy with nothing but grass 9 says that because our wall is there, it's 10 killing his grass because it's retaining 11 water, so his -- what he would like -- and he 12 would like the CDD, of course, to pay for it, 13 a French drain through his property that would 14 lead out and down to the end of the road. 15 So that's why this is kind of coming up. 16 I didn't know who it belonged to. I couldn't 17 tell. So we would be putting the French drain 18 in his yard, but it's because of, I guess, 19 possibly the wall that we own. 20 So anyway that's why this question came 21 up. I don't know for sure how to handle it. 22 MR. BRLETIC: Yes. One thing to add 23 was, I did pull the design plan. The wall 24 isn't necessarily on the design plan, but 25 obviously the path to the house is on there</p>	<p style="text-align: right;">Page 16</p> <p>1 necessarily -- I wouldn't say you need to do 2 it. You would be doing him a favor if you did 3 it, you know, kind of -- 4 MS. McCORMICK: Yeah. I mean, my take 5 on that is -- I didn't know that the issue was 6 drainage and not a repair of the wall. 7 MR. MAYS: Oh, okay. 8 MS. McCORMICK: It sounds like just 9 based on the plat, we have the ability to -- 10 you know, we would be able to go in there and 11 make a repair to the retaining wall if we 12 needed to do that, but that's something 13 different than, you know, going in and 14 addressing drainage on the lot. 15 CHAIRMAN MILLS: Greg. 16 MR. CHESNEY: Tell me what's -- we put 17 in French drains frequently. What is the cost 18 of the French drain to do in this situation? 19 MR. MAYS: Well, since we've been doing 20 it in-house, we can do in-house ourselves for 21 less than probably a thousand dollars. 22 CHAIRMAN MILLS: Forrest. 23 MR. BAUMHOVER: How often do we do 24 French drains on private property? 25 MR. MAYS: Well, so far, we haven't done</p>

<p style="text-align: right;">Page 17</p> <p>1 any. We did one over there in the Bridges, 2 but it wasn't on private property, but it's 3 the easement we own there, too, and, again, it 4 was on the other side of a wall. 5 It's an easement that does belongs to 6 the CDD over there. It's one of the six-foot 7 walls. It's a short, little wall that's just 8 been in controversy for years. We have 9 maintained it, pressure washed it, painted it, 10 and these type of things; if you don't, you 11 know, it would be four different colors and 12 four different houses. 13 MR. CHESNEY: Yeah. What I was going to 14 say, when we have done French drains before, 15 part of it was some private property, but 16 that's just to get it -- because whatever we 17 had was causing flooding in that area. 18 MR. BAUMHOVER: Right. Right. 19 MR. CHESNEY: So we've done actually two 20 in the Bridges. There's probably more I can 21 think of. 22 MR. MAYS: We have done a few behind 23 especially in the gated communities because we 24 own the sidewalk. So since we own the 25 sidewalk and water sits on somebody's</p>	<p style="text-align: right;">Agenda Page 12 Page 19</p> <p>1 side -- 2 CHAIRMAN MILLS: And the other three 3 homes are not having an issue -- 4 MR. MAYS: Nobody's complained about it. 5 CHAIRMAN MILLS: -- because they don't 6 have grass? 7 MR. MAYS: Yeah, most of those -- if 8 they have grass, it's more in between, and out 9 front they, have mostly shrubs. So most of 10 these houses have mostly shrubbery. 11 So I asked him, why don't you put some 12 shrubbery in. Apparently he wants a place 13 for the kids, I guess, to go outside. That's 14 all the grass he's got left in this one 15 particular yard. He's got a big old park 16 right in front of him, but he wants to grow 17 grass. 18 CHAIRMAN MILLS: Any thoughts? 19 MR. LEWIS: Is there a way to -- you 20 know, this might be kind of hairbrained, but 21 is there a way to take a brick out of the 22 bottom and creates like a hole or something? 23 MR. MAYS: That was my cheaper 24 suggestion, cut a couple of spots underneath 25 the brick, and, I mean, you know, clean it up</p>
<p style="text-align: right;">Page 18</p> <p>1 sidewalk, we'll put a French drain on that 2 side -- 3 MR. BAUMHOVER: Right. But this -- 4 MR. MAYS: -- but not the whole yard. 5 MR. BAUMHOVER: -- right. This sounds 6 like it's a French drain for someone's yard. 7 Is there any like public property benefit to 8 this French drain construction? 9 MR. MAYS: No. It's strictly his yard. 10 CHAIRMAN MILLS: Matt. 11 MR. LEWIS: Do we know how much water? 12 I mean, have you seen it? 13 MR. MAYS: Every time I go over there, 14 it's dried up, so, no, we haven't seen it. 15 He's got some French drain over there, but 16 apparently it's -- maybe it's old and it's 17 just clogged up. We might be able to even 18 repair what's old and clogged up. 19 CHAIRMAN MILLS: Clarify for me. Where 20 is this wall? 21 MR. MAYS: If you go through the gate 22 and turn left on Greenlinks Drive, the park is 23 right in front of it. It's that wall, the 24 first four homes right there in front of it. 25 It's a two-foot wall that goes on the other</p>	<p style="text-align: right;">Page 20</p> <p>1 and make it look presentable. 2 MR. LEWIS: Yeah. 3 MR. MAYS: But that was one idea we had 4 talked about. I think it's possible that 5 we're worried about not only -- you know, just 6 start with having dirt and other things that 7 would end up going in the hole possibly 8 causing some sort of erosion on his yard. 9 We have to be careful and put them in 10 the exact right spot or dirt is going to go 11 through it. 12 MS. McCORMICK: Just from a precedent 13 standpoint, I think it's kind of a slippery 14 slope to get into doing this type of project 15 to address a drainage issue on a resident's 16 lot because it's not something that is, you 17 know, specifically impacting the 18 infrastructure that we're responsible for. 19 MR. CHESNEY: Well, I mean, I don't have 20 an opinion necessarily either way on this, 21 but, I mean, we have done these before because 22 we've determined that our infrastructure has 23 caused flooding on private property, so we 24 looked at it from that approach, and I think 25 that approach is still solid.</p>

<p style="text-align: right;">Page 21</p> <p>1 You know, I mean, I wouldn't obviously</p> <p>2 fix someone's drainage issue on their</p> <p>3 property, but if our wall is what's</p> <p>4 contributing to poor drainage on their</p> <p>5 property, I think that, you know, we're</p> <p>6 respons -- not responsible, but, you know, as</p> <p>7 a good neighbor, we would go ahead and do our</p> <p>8 reasonable amount to remedy it.</p> <p>9 MR. BRLETIC: When you look at the wall</p> <p>10 where that drain -- I mean, is it a case where</p> <p>11 the ground is so much lower and there's just</p> <p>12 not even a way to even grade it where it can</p> <p>13 be over the wall?</p> <p>14 MR. MAYS: No. It seems like it slopes</p> <p>15 properly for that reason, not to go over the</p> <p>16 wall, but to run down the edge of the wall and</p> <p>17 go out the back alleyway where it is designed</p> <p>18 to go, so it looks like it was designed that</p> <p>19 way.</p> <p>20 I mean, there's a nice slope, but I</p> <p>21 guess it's not a large enough slope to get</p> <p>22 that water out there for him.</p> <p>23 MR. BRLETIC: And that's kind of a good</p> <p>24 point then, is that it could -- someone could</p> <p>25 say that it is the wall, that it is doing --</p>	<p style="text-align: right;">Agenda Page 13 Page 23</p> <p>1 saying, that he's able to see in the field,</p> <p>2 that it looks right, I'm probably going to</p> <p>3 come up with the same determination.</p> <p>4 Without it raining and seeing actually</p> <p>5 what's really going on, there might be a</p> <p>6 different issue, but we can certainly check in</p> <p>7 on it, and then in the meantime, if we want to</p> <p>8 -- I'll work with Doug as far as what he</p> <p>9 thinks he may be able to do it and how at the</p> <p>10 cheapest cost, whether it would be -- I have</p> <p>11 the same -- I have the same, you know,</p> <p>12 reservations about taking a block out of the</p> <p>13 wall.</p> <p>14 I feel like that might be a recipe for,</p> <p>15 you know, a resolution, something like that.</p> <p>16 I guess, you know, the infrastructure, a</p> <p>17 French drain wouldn't be the worst thing in</p> <p>18 the world if you're able to do it cheaply, and</p> <p>19 you would inherit it as far as a maintenance</p> <p>20 item.</p> <p>21 You know, you would have to -- you have</p> <p>22 to -- you would be responsible for it, you</p> <p>23 know, to maintain it. But if you're saying</p> <p>24 under a thousand bucks, I mean, how far are we</p> <p>25 talking?</p>
<p style="text-align: right;">Page 22</p> <p>1 that it is holding it back.</p> <p>2 MR. LEWIS: How long has he been there?</p> <p>3 Is this -- I understand what Greg said, but, I</p> <p>4 mean, if his wall's been there as long as the</p> <p>5 house, then maybe --</p> <p>6 MR. MAYS: He's basically a new</p> <p>7 resident. I mean, he's been there a couple</p> <p>8 years now, but he's a newer resident that sees</p> <p>9 an issue. You know, like most people, he</p> <p>10 wants to check and see if somebody else can</p> <p>11 help him pay for it.</p> <p>12 MR. BAUMHOVER: Or is there a way we can</p> <p>13 make a more clear determination on whether we</p> <p>14 think it's the wall -- I mean, is there -- I</p> <p>15 don't know what the next step would be, but I</p> <p>16 feel like part of this decision, or at least</p> <p>17 for me, part of this decision would be like</p> <p>18 actually having some degree of confidence in</p> <p>19 knowing that the wall is responsible, instead</p> <p>20 of just moving forward on an estimate.</p> <p>21 Like is there a way we can be more sure</p> <p>22 of that?</p> <p>23 MR. BRLETIC: Yeah. I mean, I haven't</p> <p>24 had a chance to look at it, but, on the way</p> <p>25 out, I can take a look at it. If what Doug is</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. MAYS: Probably 50, 60 feet.</p> <p>2 MR. BRLETIC: Yeah. Right. That's not</p> <p>3 a whole lot. That's very minimal, so -- but</p> <p>4 we could do it that way if you want to try</p> <p>5 to --</p> <p>6 MR. BAUMHOVER: I guess that's the first</p> <p>7 question. The second question would be, will</p> <p>8 a French drain solve this problem, which</p> <p>9 maybe, maybe not. I don't know.</p> <p>10 And then a third one is like, are we on</p> <p>11 the hook for maintenance in perpetuity on this</p> <p>12 thing that we put on someone's --</p> <p>13 MR. CHESNEY: Yeah.</p> <p>14 MR. BAUMHOVER: -- I mean, that's --</p> <p>15 MS. McCORMICK: Well, is the French</p> <p>16 drain going to be located on the lot or</p> <p>17 outside of the lot?</p> <p>18 MR. BRLETIC: It would have to be on</p> <p>19 that private property. It would be within the</p> <p>20 CDD's easement still.</p> <p>21 MS. McCORMICK: Okay.</p> <p>22 MR. BRLETIC: So you still have the</p> <p>23 legal access to it.</p> <p>24 MS. McCORMICK: But we don't really have</p> <p>25 an easement in that location for drainage</p>

<p style="text-align: right;">Page 25</p> <p>1 purposes to go in there. Right?</p> <p>2 MR. BRLETIC: It's not labeled drainage</p> <p>3 specifically, no.</p> <p>4 MS. McCORMICK: I mean, I think we're</p> <p>5 kind of getting into the weeds here --</p> <p>6 CHAIRMAN MILLS: Yeah.</p> <p>7 MR. BRLETIC: -- but, I mean, those are</p> <p>8 the types of legal issues you would look at</p> <p>9 that are associated with this issue.</p> <p>10 CHAIRMAN MILLS: So my take on this is,</p> <p>11 first of all, it's dry now, so it's not</p> <p>12 something that's an issue today. I would</p> <p>13 think we ask Steve to take a look at it.</p> <p>14 MR. BRLETIC: Sure.</p> <p>15 CHAIRMAN MILLS: And maybe the next time</p> <p>16 we get a decent rain we get over there and see</p> <p>17 exactly what's going on. I would be more</p> <p>18 comfortable -- I would be more comfortable, to</p> <p>19 your point, Forrest, if we have a better sense</p> <p>20 of exactly what the problem is, does the</p> <p>21 remedy proposed resolve it or not? You know,</p> <p>22 if it's only a thousand bucks --</p> <p>23 MR. BAUMHOVER: Right.</p> <p>24 CHAIRMAN MILLS: -- but if that doesn't</p> <p>25 solve it, then we've already set the precedent</p>	<p style="text-align: right;">Agenda Page 14 Page 27</p> <p>1 about keeping it grass, so I didn't really</p> <p>2 bring it up. Maybe some rocks even would be</p> <p>3 nice for him.</p> <p>4 CHAIRMAN MILLS: Okay. Well, let's move</p> <p>5 on from this one.</p> <p>6 MR. BRLETIC: And the only thing else I</p> <p>7 have to report was there was some inspections</p> <p>8 that were due in the month of October, and</p> <p>9 those were turned in and accepted by the</p> <p>10 district with no issues, so there wasn't any</p> <p>11 maintenance items to take care of.</p> <p>12 So those -- I think it was -- I'll have</p> <p>13 to look at the page again. I want to say it</p> <p>14 was D1, but I don't know exactly what that</p> <p>15 area was, but no issues there, and everything</p> <p>16 is certifiable. And that's really it, unless</p> <p>17 anybody else had something I missed.</p> <p>18 CHAIRMAN MILLS: Okay. Erin.</p> <p>19 MS. McCORMICK: We talked about the cell</p> <p>20 -- the lease agreement for the TECO -- for the</p> <p>21 Parcel B utility tract regarding the Glenclyff</p> <p>22 Park lease.</p> <p>23 The county has asked for us to -- we had</p> <p>24 gotten the photo simulation and renderings</p> <p>25 from Vertex that are of the cell tower with</p>
<p style="text-align: right;">Page 26</p> <p>1 that we're going to address it, so then we're</p> <p>2 halfway down the road, and we've got to finish</p> <p>3 the job. Right?</p> <p>4 So I think there's a few more pieces to</p> <p>5 this that warrant further review and</p> <p>6 discussion. You know, you guys can decide</p> <p>7 what to do based on that information.</p> <p>8 MS. McCORMICK: I think if we got an</p> <p>9 elevation shot on one end and an elevation on</p> <p>10 the other to show what the drop is.</p> <p>11 MR. BRLETIC: Sure. We can absolutely</p> <p>12 do that, yeah.</p> <p>13 CHAIRMAN MILLS: And that brings up a</p> <p>14 question I was thinking about and talking</p> <p>15 about. He's got grass and others don't, with</p> <p>16 the installation of the grass would alter the</p> <p>17 elevation by the homeowner potentially.</p> <p>18 There's a lot of potential cans of worms</p> <p>19 here. Right? So devil's advocate, if sod</p> <p>20 installation caused a change in the elevation</p> <p>21 that's causing the wall to not drain properly,</p> <p>22 that's another consideration. Right?</p> <p>23 MR. LEWIS: Have we considered asking</p> <p>24 him if he would like mulch in the area?</p> <p>25 MR. MAYS: No. He seemed pretty adamant</p>	<p style="text-align: right;">Page 28</p> <p>1 the white pole, which is what we had selected,</p> <p>2 and the landscaping at the base of it, and the</p> <p>3 brown vinyl fencing around the base of it.</p> <p>4 The county would like us to post the</p> <p>5 updated renderings on the district's website,</p> <p>6 and I also told them that I would talk to</p> <p>7 Chris Barrett about whether that could be</p> <p>8 included in the next version of the World of</p> <p>9 Westchase as additional, I guess,</p> <p>10 communication to the community about the final</p> <p>11 decision that the board has made about the</p> <p>12 color of the cell tower and the landscaping</p> <p>13 and the color of the fencing.</p> <p>14 So the staff wants to know if we get any</p> <p>15 additional input from the community, that we</p> <p>16 would provide that to them, and in the</p> <p>17 meantime, I provided some just tweaks to the</p> <p>18 interlocal agreement based on some input that</p> <p>19 I had gotten from Brian Ross.</p> <p>20 They said they were making their final</p> <p>21 review of the interlocal agreement, but in the</p> <p>22 meantime, they want us to post these updated</p> <p>23 renderings.</p> <p>24 I talked to Vertex. They -- and I asked</p> <p>25 them to provide like a picture in a picture.</p>

<p style="text-align: right;">Page 29</p> <p>1 So we already have the rendering that shows 2 the cell tower and the surrounding area. The 3 county wants like a picture in a picture that 4 shows the base of the cell tower more clearly, 5 so we can see the fencing that's obscured by 6 the view of the landscaping. 7 And they also had suggested that we may 8 want to get another vantage point of the cell 9 tower. Talked to Supervisor Lewis about that, 10 and we were thinking, I think, the other 11 vantage point would be from the ball field 12 because, you know, that's where people are 13 really going to be viewing it in the 14 community. 15 And I talked to Vertex, and they said 16 they're not sure if they're going to be able 17 to provide that. They don't know if they have 18 additional pictures from the -- I guess, the 19 photographer, that they're looking into that. 20 So my hope is that we're getting revised 21 renderings from Vertex in the next couple of 22 days, so we can post it on the website and get 23 it to Chris. I don't know. When would 24 publication -- 25 MR. BARRETT: We would need it in the</p>	<p style="text-align: right;">Agenda Page 15 Page 31</p> <p>1 gotten some ideas about how to perceive. 2 I think what I'd like to do is continue 3 to work with him on moving forward with, you 4 know, possibly we're going to have to pursue 5 the next step against TECO on this. 6 So I wanted to make sure that the board 7 is in accord with that approach, and if so, 8 I'll move forward on that. 9 CHAIRMAN MILLS: Okay. Mr. Ross, any 10 comments on that? 11 MR. ROSS: No. I think that's a wise 12 recommendation. 13 MR. CHESNEY: Do you need anything from 14 us then to move forward with the other 15 attorney? 16 MS. McCORMICK: No. I just wanted to 17 kind of update you and make sure you're all in 18 agreement on that. 19 MR. MAYS: While you're on that, Promise 20 Lane, I figured I can just give you the 21 information I've got so far, what we've been 22 doing. 23 MS. McCORMICK: Okay. 24 MR. MAYS: TECO came out and gave us the 25 authority to use the pole that we had talked</p>
<p style="text-align: right;">Page 30</p> <p>1 next like two days -- 2 MS. McCORMICK: Two days? 3 MR. BARRETT: -- three days -- I'd have 4 to look at my calendar -- 5 MS. McCORMICK: Okay. 6 MR. BARRETT: -- but definitely within 7 two days. 8 MS. McCORMICK: Okay. Well, I'm glad 9 you told me that. I will -- I will email 10 Jennifer Frost from Vertex and tell her if we 11 want to get it in -- 12 THE REPORTER: Erin, could you speak up. 13 I can't hear you. 14 MS. McCORMICK: Sorry. If we want to 15 get it in the December version of the WOW, 16 then we need it in the next couple of days. 17 So that's going on with that. It's moving 18 slowly. 19 And then the other thing that I wanted 20 to report on is kind of the impact that we 21 have come to with TECO about the right of way 22 and the access to the Promise Drive property, 23 and I -- I consulted with just another 24 attorney on this issue that is very, you know, 25 well versed in these types of matters and</p>	<p style="text-align: right;">Page 32</p> <p>1 about right on Promise Lane. This would give 2 us power to the property. So we set up that, 3 and it's close to they're going to run it to 4 down to the bottom of the pole, and then our 5 electrician will take it from the pole to the 6 well, which they'll set the meter up there to, 7 and then we'll be able to bore underneath the 8 power line -- TECO said that was fine -- so 9 that we can bore for the nano bubbler that we 10 need to move off of Stonebridge's power. 11 So the boring was done also; it was 12 completed. And we pushed back a lot of the 13 Brazilian pepper, and that piece of property 14 is a gorgeous piece of property now without 15 all that Brazilian pepper out of the way. 16 Actually it's a pretty good-sized 17 parcel, and I think it would make an excellent 18 place for people that want to have a community 19 garden or even storage of some of our 20 material, but mostly it would be a -- it's 21 turning out to look really nice. 22 So we started some of the things. We 23 haven't ran the electric yet. We're still 24 waiting on the electrician and the permits, 25 and we're also waiting on TECO to go ahead and</p>

<p style="text-align: right;">Page 33</p> <p>1 give us our transformer on the pole. They did 2 approve it. 3 MS. McCORMICK: So when you say "they 4 approved it," did they give you something in 5 writing? 6 MR. MAYS: They didn't give me anything 7 in writing yet. The TECO representative came 8 out and said he doesn't see a problem with it, 9 so we're still waiting on him to get the 10 paperwork or give the paperwork -- 11 MS. McCORMICK: Because I thought the 12 issue was that the county was going to require 13 us to have like in writing something from TECO 14 that shows we have the right do to this, which 15 is why we were first doing the right-of-way 16 agreement and got bogged down with insurance 17 issues. 18 So I just want to -- I mean, if we do 19 get something from TECO that enables us to 20 move forward, that's great, but what I'm being 21 told by this director of real estate, it 22 sounds like it may be different from what the 23 TECO people are talking in the field. 24 MR. MAYS: Okay. Well, we also talked 25 to some of -- one of the residents -- well, a</p>	<p style="text-align: right;">Agenda Page 16 Page 35</p> <p>1 be important eventually. 2 So I think we still need to move forward 3 with the attorney as best we can to get a 4 reasonable agreement. 5 CHAIRMAN MILLS: Matt. 6 MR. LEWIS: Did you get the email for 7 the representative that gave the approval on 8 the power? 9 MR. MAYS: I think so. Either Sonny or 10 the electrician's got it. 11 MR. LEWIS: All I was going to say is, 12 maybe we, as a CDD, could email them and say, 13 "Based on our meeting on this date, you gave 14 approval. If you disagree, respond." And 15 there's our -- 16 MS. McCORMICK: Yeah. Yeah. If you 17 will keep me in the loop on that, because I 18 just -- it's going to be important for me to 19 know exactly, you know, what TECO is allowing 20 us to do, and if they're saying no, then to 21 know that, too. 22 MR. MAYS: I can get with the 23 electrician to get the TECO representative's 24 information. 25 MR. BRLETIC: If I remember correctly,</p>
<p style="text-align: right;">Page 34</p> <p>1 couple of residents on Promise Lane, and it 2 sounds like it's possible that if we limited 3 the number of people that were going to go 4 down there, they might not have a problem with 5 us using their private road to gain access to 6 it. 7 And one gentleman mentioned that there's 8 really only one person that really would cause 9 problems, and he made it sound like he 10 wouldn't have a problem with probably getting 11 the support from the community to let us use 12 that drive. 13 I mean, we're not talking a lot of 14 people because not a lot of people are going 15 to go back there and plant anyway, so it's not 16 that big, but -- and we do have a small little 17 cutout off of that road. So we talked with 18 them also, just so you know that. 19 CHAIRMAN MILLS: Greg. 20 MR. CHESNEY: Well, I just wanted to 21 reiterate that I know that our overall 22 objective is to broaden that parcel and a well 23 for multiple uses, so -- including recreation, 24 which would drive more traffic, and also, you 25 know, the ability to park on the parcel would</p>	<p style="text-align: right;">Page 36</p> <p>1 too, just to add to that -- 2 MR. ROSS: Erin -- 3 MS. McCORMICK: Yes. 4 MR. ROSS: -- this is Brian. Perhaps 5 you can ghost-write an email for Doug, or 6 alternatively, craft a little letter 7 agreement. I don't think we need to 8 overcomplicate it. I understand your 9 suggestion, the language, is critical, so 10 might as well throw that language out as soon 11 as we can. 12 MS. McCORMICK: Okay. 13 MR. BRLETIC: And all I was going to say 14 was, I think what -- Erin, what you're talking 15 about when we're talking about the county's 16 requirements, if I'm not mistaken, the way 17 around that was, because the electrician, the 18 county would allow power because we have a 19 well, and that's what it's for, so you don't 20 have those extra requirements from the county 21 because there is a well. 22 That's a whole separate process, a lot 23 less stringentness, and that was what was 24 important about getting the electrical 25 service. It's been a while. It's been</p>

<p style="text-align: right;">Page 37</p> <p>1 probably, you know, eight months since we 2 talked about it last time, but I'm fairly 3 certain that's why. 4 So whatever -- you know, whatever TECO 5 basically allows -- and I do remember seeing 6 the application from that electrician, and 7 Sonny had filled out the address that they had 8 already approved and everything, from that 9 perspective, I feel like if we get something 10 like not talking about something that says 11 it's approved might suffice from here on out. 12 MS. McCORMICK: And that's going to 13 include the electrical crossing of the TECO 14 right of way. Is that right? 15 MR. BRLETIC: Right, because that's just 16 a total TECO thing. That's not a county 17 issue. 18 MS. McCORMICK: Okay. Well, yeah, I 19 mean, I think -- I definitely want to enable 20 you to get whatever you can. I just -- I want 21 to also -- you know, keep in mind, that we're 22 trying to get a broader basket of rights from 23 TECO, and I think we need to keep moving 24 forward on that. 25 CHAIRMAN MILLS: So per Mr. Ross'</p>	<p style="text-align: right;">Agenda Page 17 Page 39</p> <p>1 over the contract, and we're at the point 2 where if the board is okay with it, you can 3 approve it, contingent upon them providing us 4 with the proper insurance coverage, which, as 5 a district, you're required. 6 MS. McCORMICK: Yeah. And I think that 7 they were -- because there hasn't been any 8 soccer this season, they probably aren't 9 getting that insurance until 2021, so we could 10 have the board approve this subject to 11 whenever they have the insurance available, 12 then we would ask to do the agreement. 13 CHAIRMAN MILLS: And, obviously, if they 14 opt to not to have a season in 2021, this is 15 irrelevant. 16 MS. McCORMICK: Right. 17 MR. MENDENHALL: Absolutely. 18 CHAIRMAN MILLS: Okay. So do we have a 19 motion? 20 MR. LEWIS: I'll make a motion to 21 approve the Westchase Soccer Association 22 contract. 23 CHAIRMAN MILLS: Motion made by 24 Mr. Lewis. Do we have a second? 25 MR. BAUMHOVER: I'll second.</p>
<p style="text-align: right;">Page 38</p> <p>1 suggestion, you're going to draft an email 2 that Doug can send to this guy? 3 MS. McCORMICK: Will that work? Do you 4 think? 5 MR. MAYS: Yes, I think so. 6 MS. McCORMICK: Okay. Yes. 7 MR. MAYS: I'll talk to the electrician 8 first, because obviously the permit was drawn 9 through the county so that we could put the 10 well out there, and the well was put in 11 because that was what was needed to get out 12 there so that TECO would authorize the 13 electric to come in. That's what we needed. 14 MS. McCORMICK: That's all I have. 15 CHAIRMAN MILLS: That's all you have. 16 Okay. Before we move go into another report, 17 you're welcome to stay. I don't know what 18 else is ahead for you. 19 MR. BRLETIC: No. I'll take off. 20 CHAIRMAN MILLS: Okay. 21 CHAIRMAN MILLS: Manager's report. 22 MR. MENDENHALL: Just a couple items. 23 The one item on the agenda is the Westchase 24 Soccer agreement for spring and fall of 2021. 25 So we've -- Erin had a chance to look</p>	<p style="text-align: right;">Page 40</p> <p>1 CHAIRMAN MILLS: Seconded by 2 Mr. Baumhover. Any discussion? 3 (No response.) 4 CHAIRMAN MILLS: All in favor. 5 (All board members signify in the 6 affirmative.) 7 CHAIRMAN MILLS: Thank you, Mr. Ross. 8 That passes five to zero. 9 (Motion passes.) 10 MR. MENDENHALL: Okay. The other item I 11 had, we have -- obviously we're having our 12 first live meeting here. 13 We have our meeting scheduled for the 14 association office. So I wanted to talk to 15 the board if you want me to reschedule them 16 for this larger space or some other larger 17 space based on current conditions. I just 18 wanted to kind of get your input on that. 19 CHAIRMAN MILLS: My sense is we meet 20 here for the foreseeable future. 21 MR. CHESNEY: Well, while I thank the 22 governor for bringing us all together, I concur 23 with your opinion, that I would like to stay 24 in this room if we're going to be together. 25 CHAIRMAN MILLS: Yeah.</p>

<p style="text-align: right;">Page 41</p> <p>1 MR. CHESNEY: Maybe farther away from 2 Erin this time. 3 CHAIRMAN MILLS: If you're assuming, you 4 will have better choices -- 5 MR. CHESNEY: Yeah, Doug promised me my 6 own table. I don't -- oh, yeah, I guess I do 7 have my own table. 8 MR. BAUMHOVER: Hey, Doug, I assume that 9 the WCA wouldn't mind like their modifications 10 committee -- they have been meeting in the 11 Parley Drive location. 12 MR. MAYS: Okay. 13 MR. BAUMHOVER: So I was just -- I just 14 wanted you to know that, because that might be 15 a point of confliction, because usually when 16 they've had meetings on the same date, we're 17 over there and they're over here. 18 MR. MAYS: That's why. 19 MR. BAUMHOVER: So as long as we don't 20 conflict with the WCA -- 21 MR. MAYS: I'll get with him on that. 22 CHAIRMAN MILLS: So, Andy, you'll work 23 on that as well? 24 MR. MENDENHALL: Will do. And other 25 than that, that's all that I had.</p>	<p style="text-align: right;">Agenda Page 18 Page 43</p> <p>1 another one gave us a bid of \$10,000 to do the 2 removal of all the oleanders. 3 So doing the math, 47,000 -- 46,000 plus 4 10,000, we're doing 57,000 versus 91,000. So 5 I wanted the board -- see what your opinion -- 6 or see what you think. Like I said, I can do 7 it for a lot less than 91,000 if we do it 8 subbing it out basically to different 9 contractors, instead of one person. 10 CHAIRMAN MILLS: Mr. Lewis. 11 MR. LEWIS: And this is going down 12 Montague from Westchase Drive, is it, I think? 13 MR. MAYS: It goes from -- actually from 14 Linebaugh all the way past Davidsen Middle 15 School on the left. On the right, it's the 16 Stonebridge community we have, and then the 17 Bayboro community that we have, I think it's 18 called. 19 MR. BAUMHOVER: And it goes to the end 20 of Kingsford on the left. Right? 21 MR. MAYS: Actually it goes to the end 22 of the -- Duval on the left. There's -- a 23 little bit further down, it goes all the way 24 to Treetops. 25 MR. BAUMHOVER: Oh, okay. I got it.</p>
<p style="text-align: right;">Page 42</p> <p>1 CHAIRMAN MILLS: Okay. Field manager 2 report, Mr. Mays. 3 MR. MAYS: I guess the first thing we 4 need to go over is you saw the one large 5 estimate for the removal of oleanders and 6 replacements of viburnum hedge through the 7 Montague communities. 8 It's approximately 5,000 feet long. It 9 would be removed. Almost 1700 plants -- 1666 10 plants, I believe, is what it needs. 11 We have a bid, as you saw, from Pine 12 Lake of 91,000, almost \$92,000 to do this. 13 So I went out and reached out to our vendors 14 that do plants and planting and that's -- you 15 might have -- I'm not sure what Sonny uploaded 16 for me. 17 So you should see a bid. Possibly, if 18 you don't, we have an estimates of forty -- 19 MS. McCORMICK: From Aventura Nursery. 20 MR. MAYS: From Aventura, we have a bid 21 46,000 to plant -- that's for the plants and 22 the installation of the 1600 -- almost 1700 23 viburnums. I contacted our tree service that 24 we use, and they have -- we have a bid from 25 them. One of them gave us a bid of 8400, and</p>	<p style="text-align: right;">Page 44</p> <p>1 Got it. I know what you're talking about. 2 MR. MAYS: So it's actually 5,004 feet. 3 I measured it myself, so -- so that's -- and I 4 would like to change it out. It's a much -- I 5 don't know if any of you have gone down there. 6 The oleanders are 20-something-years old 7 now. They're not the best-looking plant that 8 gets to be 25 years old. 9 The viburnum is a much thicker hedge. 10 That's what we planted along that golf course 11 where you see for privacy for the homeowners 12 back there, and you can see how clean and 13 thick it is. It's a lot thicker. It's a 14 faster-growing plant. The only difference is 15 it's green. It's not somewhat flowery. 16 The pink oleanders seem to be really 17 struggling. The white ones are doing a lot 18 better. That's, again, a different specimen 19 of oleanders. So we're staying with the white 20 ones for now, until we see them really looking 21 rough, which are all on Gretna Green to the 22 north side. 23 So, for now, I would like to try to 24 change out the Montague ones and let's get 25 that thing going and get it looking a lot</p>

<p style="text-align: right;">Page 45</p> <p>1 cleaner.</p> <p>2 CHAIRMAN MILLS: Mr. Lewis.</p> <p>3 MR. LEWIS: I'm sorry. I've got a</p> <p>4 couple of other questions.</p> <p>5 I didn't get to see, for whatever</p> <p>6 reason, the estimates. Does that include the</p> <p>7 stump removal?</p> <p>8 MR. MAYS: That does -- the tree service</p> <p>9 takes care of removal of the stumps, and the</p> <p>10 plant material and disposal of all material.</p> <p>11 MR. LEWIS: Any potential issues with</p> <p>12 fence repairs or --</p> <p>13 MR. MAYS: No. It's a steel fence, and</p> <p>14 what they have to do is, they'll take one</p> <p>15 section out, which is nothing but -- I think</p> <p>16 it's a 7/16th -- it's a sheet metal screw.</p> <p>17 They'll pull those out. One panel comes out,</p> <p>18 the machine goes back there, and they can run</p> <p>19 it right along the whole distance.</p> <p>20 So we've had to do it ourselves a few</p> <p>21 times to do repairs. TECO did it once, the</p> <p>22 repair of one of their service units. So they</p> <p>23 come out fairly easy, so I don't see any fence</p> <p>24 repairs or anything afterwards.</p> <p>25 I'm pretty sure -- we already did the</p>	<p style="text-align: right;">Agenda Page 19 Page 47</p> <p>1 MR. MAYS: Those are three that they put</p> <p>2 in Woodbridge, and they're decent. They are a</p> <p>3 decent three --</p> <p>4 MR. CHESNEY: My only question was,</p> <p>5 actually how much more would it be -- how much</p> <p>6 more expensive would it be to get a bigger</p> <p>7 plant, because they look a little puny, but --</p> <p>8 yeah.</p> <p>9 MR. MAYS: You're looking at like a \$10</p> <p>10 plant versus a \$27 plant installed.</p> <p>11 MR. CHESNEY: Gotcha. Okay.</p> <p>12 MR. LEWIS: Is there any additional cost</p> <p>13 for Davey once they get mature -- I'm sure</p> <p>14 there is -- to trim them or keep them trimmed?</p> <p>15 MR. MAYS: Well, it will be a long time</p> <p>16 -- not a long time, but a couple of years</p> <p>17 before it gets to that point.</p> <p>18 I'm sure there will be some additional</p> <p>19 trimming, but by then, it probably will be</p> <p>20 about time for the next contract to be up and</p> <p>21 we can determined how often they need to be</p> <p>22 trimmed.</p> <p>23 Typically a viburnum needs to be trimmed</p> <p>24 a couple of times a year versus we're doing</p> <p>25 one a year on the oleanders.</p>
<p style="text-align: right;">Page 46</p> <p>1 Woodbridge community, and the reason we did</p> <p>2 Woodbridge is because they wanted it done</p> <p>3 right now, and it was under the spending limit</p> <p>4 to get it the way I do it, not the way their</p> <p>5 estimate was. Plus, they went with</p> <p>6 three-gallon plants, which are a lot smaller.</p> <p>7 We can go with three gallons, but I</p> <p>8 think the seven-gallon is going to give us a</p> <p>9 little more privacy a little more quicker.</p> <p>10 It's a little more expensive, but in the long</p> <p>11 run, I think the residents will be a lot</p> <p>12 happier.</p> <p>13 Woodbridge residents knew they were</p> <p>14 getting three-gallon plants. They hired their</p> <p>15 vendor. All we did was help with the removal.</p> <p>16 And it just went -- they did the whole</p> <p>17 community in Woodbridge in one day.</p> <p>18 So that showed me they could do right at</p> <p>19 1300 feet a day. So I figured four days for</p> <p>20 removal, and they didn't hit any irrigation.</p> <p>21 CHAIRMAN MILLS: Mr. Chesney.</p> <p>22 MR. CHESNEY: What size plant were you</p> <p>23 proposing?</p> <p>24 MR. MAYS: Seven-gallon.</p> <p>25 MR. CHESNEY: Oh. And those were three.</p>	<p style="text-align: right;">Page 48</p> <p>1 MR. CHESNEY: Yeah. I was about to say,</p> <p>2 the oleanders still get trimmed --</p> <p>3 MR. MAYS: Yes.</p> <p>4 MR. CHESNEY: -- and they get trimmed</p> <p>5 seriously when they get trimmed.</p> <p>6 MR. LEWIS: Good point.</p> <p>7 MR. CHESNEY: Yeah. I can't imagine it</p> <p>8 being that much more.</p> <p>9 MR. MAYS: It would probably be a lot</p> <p>10 easier for them, too, to maintain them on a</p> <p>11 nice sculpture level anyway, instead of</p> <p>12 waiting until they get 20 feet tall -- or 18</p> <p>13 feet tall. Cutting them in half, you know.</p> <p>14 CHAIRMAN MILLS: So are you looking for</p> <p>15 a motion to approve this?</p> <p>16 MR. MAYS: I'm looking for a -- yes, I'm</p> <p>17 looking for a motion to approve the planting</p> <p>18 and I won't spend over \$62,000?</p> <p>19 MR. LEWIS: I'll make that motion for</p> <p>20 Doug.</p> <p>21 MR. CHESNEY: It's Forrest's thing. You</p> <p>22 don't want to -- I'll second it if you don't</p> <p>23 want to.</p> <p>24 MR. BAUMHOVER: Yeah, I'll second it.</p> <p>25 MR. CHESNEY: Okay. There you go.</p>

<p style="text-align: right;">Page 49</p> <p>1 CHAIRMAN MILLS: All right. So we have 2 a motion to -- 3 MR. LEWIS: I can retract. 4 CHAIRMAN MILLS: -- a motion to approve, 5 I guess, the second estimate. Right? 6 MR. MAYS: Yes, sir. 7 CHAIRMAN MILLS: Tree -- tree service 8 removal and stump removal. 9 MR. MAYS: And Aventura Nursery 10 plantings. 11 CHAIRMAN MILLS: And Aventura Nursery 12 doing the install. 13 MR. MAYS: Yes. It's 62,000 at the 14 most. 15 CHAIRMAN MILLS: Well, what was the 16 first number? 17 MR. MAYS: From Pine Lake Nursery? 18 CHAIRMAN MILLS: No. From Aventura. 19 MR. MAYS: 46,000 is their estimate for 20 planting along -- 21 CHAIRMAN MILLS: 46 and 10 is 56. 22 MR. MAYS: 56. 23 CHAIRMAN MILLS: So not to exceed 60. 24 MR. MAYS: I didn't know if we would run 25 into a couple of irrigation issues, I'd rather</p>	<p style="text-align: right;">Agenda Page 20 Page 51</p> <p>1 MR. CHESNEY: The other advantage, too, 2 is -- I walk down that road all the time, and 3 when the oleanders get cut, you see everyone's 4 backyard, and there's a number of houses on 5 that strip that you don't want to see their 6 backyard, so I think it's a great improvement 7 to Westchase. 8 MR. MAYS: I think so, too. 9 CHAIRMAN MILLS: Debbie won't be happy. 10 She won't be able to -- 11 MR. MAYS: The second thing on my 12 schedule or my list is the pond lights. 13 Apparently they came in. 14 I talked to Sonny. I'm not sure if 15 Mr. Chesney had a chance to talk to her about 16 it. The lights did come in for the two large 17 fountains that we have. From what she tells 18 me, the wrong lights came in. 19 So they are on a push -- to push fast. 20 He believes he'll have the project done before 21 Thanksgiving, but he will have to pull the 22 fountains out of the lake. So she even 23 suggested maybe Mr. Barrett could put the 24 information out there through the internet, 25 that don't worry, the fountains aren't going</p>
<p style="text-align: right;">Page 50</p> <p>1 an extra dollar or two for irrigation. 2 CHAIRMAN MILLS: I would say not to 3 exceed 60, just to be safe. You make that 4 amendment? 5 MR. LEWIS: I'll agree with it. 6 MR. BAUMHOVER: Yes. 7 CHAIRMAN MILLS: Okay. Any further 8 discussion? 9 (No response.) 10 CHAIRMAN MILLS: All in favor. 11 (All board members signify in the 12 affirmative.) 13 CHAIRMAN MILLS: That passes five to 14 zero. 15 (Motion passes.) 16 CHAIRMAN MILLS: That will be a 17 significant improvement for that corridor. 18 MR. MAYS: All right. It's going to 19 make it look so much cleaner and better. 20 CHAIRMAN MILLS: Yeah. Good -- 21 MR. CHESNEY: And also I don't -- 22 MR. MAYS: Time frame, I would say 23 within -- before Christmas. I'm hoping before 24 just after Thanksgiving. Yeah, I would say 25 the beginning of December.</p>	<p style="text-align: right;">Page 52</p> <p>1 away. 2 They just have to go to a welding shop 3 for a couple of weeks at most to get the new 4 kit installed once they get here. So that's 5 FYI for the board. 6 And as Mr. Mills has mentioned, Sonny's 7 daughter, Tanya Riddock, is helping me with 8 some of the calls, but we haven't discussed 9 any kind of dollars or money yet. 10 She is answering the phones between 11 seven and four Monday through Thursday, seven 12 and eleven on Fridays. Everything else still 13 goes to the office that I retrieve after the 14 weekends and things like that. 15 So I just wanted to see what the board 16 thought. She's happy with minimum wage, or, 17 you know, \$10 an hour is fine with her, she 18 says. So if the board agrees, or we'll put -- 19 Sonny will go forward with getting her 20 information down to Inframark to put her on 21 payroll. 22 CHAIRMAN MILLS: Andy, is that something 23 you want to help them with in terms of 24 establishing a fair hourly wage for her? 25 MR. MENDENHALL: Yeah. Yeah, we can.</p>

<p style="text-align: right;">Page 53</p> <p>1 We obviously have some comparisons that we can 2 give to make sure that it's in line, or if 3 there needs to be a change with it, sure, 4 that's no problem. We can talk tomorrow. 5 I'll kind of give you what other places are. 6 CHAIRMAN MILLS: Anybody have any 7 reservations or issues about this? 8 MR. LEWIS: None at all. 9 CHAIRMAN MILLS: Brian, are you good 10 with this? 11 MR. ROSS: Yes. 12 MR. MAYS: So far it has been very 13 helpful. 14 CHAIRMAN MILLS: We'll leave it to you 15 guys to sort it out -- 16 MR. MENDENHALL: Yes. No problem. 17 CHAIRMAN MILLS: -- and get it done and 18 make sure she's getting paid timely and all 19 that. All right? So we appreciate her 20 helping us out. 21 MR. MAYS: Yeah, it has been helpful. 22 Just so you know, due to Thanksgiving, OLM 23 moved the inspection report up, so we had an 24 early inspection. They did score 90.5 on 25 their inspection. It was Monday, yesterday,</p>	<p style="text-align: right;">Agenda Page 21 Page 55</p> <p>1 MR. MENDENHALL: We'll take care of it. 2 MR. MAYS: Mr. Chesney, I think, you're 3 going to talk about the snow blower. 4 MR. CHESNEY: I inadvertently did not -- 5 I don't know if -- did you send it to Andy, 6 that thing? 7 MR. MAYS: I sent it to you, and I 8 believe -- 9 MR. CHESNEY: Yeah, I inadvertently 10 forgot to mention to Andy to upload it, so 11 that's the reason it wasn't uploaded. 12 But the snow machine, it was a little 13 confusing, the stuff you said, so I'm not sure 14 exactly how much to ask for. But it's just a 15 few thousand dollars? 16 MR. MAYS: Well, the low-grade snow 17 machine was \$1800. The chemicals that go in 18 it are, I think, she said \$48 dollars per 19 gallon. She said, on a typical day with this 20 machine, you'll go through probably two to 21 four gallons' worth of the stuff, \$48 a gallon. 22 MR. CHESNEY: Yeah. And let me just 23 back up for a second. So if you recall, you 24 know, originally earlier in the year on the 25 skating rink, and then, of course, COVID</p>
<p style="text-align: right;">Page 54</p> <p>1 we had the inspection. 2 He got them on mainly cleanliness, 3 trees, Obviously this time of year, foliage 4 is falling off. A lot of trees, so there's a 5 lot of sticks and leaves that they're working 6 on getting rid of, and he hit them hard on 7 weed -- turf control -- weed control and turf. 8 So he wants them to get on that, so 9 Davey will start working on turf more, you 10 know, with the weed control. I did notice 11 that there's, I guess, a workshop. Are we 12 supposed to still have our workshop, next 13 Tuesday, the 17th. 14 MR. MENDENHALL: It's entirely up to you 15 as a board. I mean, we -- you know, we 16 advertise it because it saves you some cost 17 there, but obviously it's your option whether 18 you have it or not. I don't know if there's 19 any items to discuss really. 20 MR. MAYS: It doesn't seem like it. 21 CHAIRMAN MILLS: I don't see a need for 22 it. 23 MR. CHESNEY: I vote to cancel. 24 MR. MENDENHALL: Okay. There you go. 25 CHAIRMAN MILLS: Cancel.</p>	<p style="text-align: right;">Page 56</p> <p>1 happened, so at the last meeting, we talked 2 about doing something, you know, still like a 3 snow machine, because they're going to do the 4 tree lighting and things like that. 5 I thought they were going to be far more 6 expensive, but they're only a few thousand 7 dollars. So I would like to make a motion 8 authorizing up to -- 9 MR. MAYS: Well, the high-grade one was 10 3750. 11 MR. CHESNEY: Yeah. I was going to say 12 up to 4500, and then let Doug which to get. 13 Sonny has identified four days that the snow 14 machine will be operated during the holiday 15 season, including the tree lighting, Santa 16 parade, and I forgot what the other two days 17 are. 18 But she had identified where it will go 19 off, off of the bell tower and create some 20 type of, you know, holiday feel hopefully for 21 people in a safe environment. 22 It will be completely outside. 23 Hopefully, people stay away from each other, 24 that kind of thing. 25 MR. MAYS: Well, the video shows it</p>

<p style="text-align: right;">Page 57</p> <p>1 looking more like you're standing in the</p> <p>2 snowfall.</p> <p>3 MR. CHESNEY: Yeah.</p> <p>4 MR. MAYS: It doesn't sit and build up</p> <p>5 on the ground. Obviously, here in Florida, it</p> <p>6 will melt before it hits the ground anyway.</p> <p>7 But it doesn't look like it's going to give</p> <p>8 you a big pile, so we have a snowball fight,</p> <p>9 is what I'm getting at.</p> <p>10 MR. CHESNEY: Yeah. It's just</p> <p>11 atmosphere.</p> <p>12 MR. MAYS: It would give you the cool</p> <p>13 ambiance of the snow falling and standing</p> <p>14 under it and all that cool stuff, so --</p> <p>15 MR. CHESNEY: Yeah. So I would propose</p> <p>16 a motion authorizing up to \$4500 for the snow</p> <p>17 machine and to instruct the use of, at least,</p> <p>18 four afternoons, two hours, and for staff to</p> <p>19 coordinate with the World of Westchase and</p> <p>20 advertising what those days are.</p> <p>21 MR. MAYS: The good thing about the</p> <p>22 machines are, too, they do have a lifetime</p> <p>23 warranty on them, so you can put it in the</p> <p>24 closet until next year and bring it out and</p> <p>25 test it. She said the chemicals shelf life is</p>	<p style="text-align: right;">Agenda Page 22 Page 59</p> <p>1 up with?</p> <p>2 MR. CHESNEY: Yeah, actually one of the</p> <p>3 dates was in November. I can send you the</p> <p>4 email.</p> <p>5 MR. BARRETT: You can email them</p> <p>6 tomorrow, that's fine. I just need them</p> <p>7 sooner as opposed to --</p> <p>8 MR. MAYS: Okay.</p> <p>9 CHAIRMAN MILLS: For clarification, the</p> <p>10 tree lighting and the Santa parade are the</p> <p>11 same night.</p> <p>12 MR. CHESNEY: I'm just going from</p> <p>13 memory. Sonny had identified four days.</p> <p>14 CHAIRMAN MILLS: Santa lights the tree.</p> <p>15 MR. CHESNEY: Gotcha, because she</p> <p>16 originally -- we thought it was going to be a</p> <p>17 rental. We thought these machines cost like</p> <p>18 \$20,000. Apparently they cost anywhere from</p> <p>19 two to five thousand dollars, so --</p> <p>20 MR. MAYS: Again, one is 7500. It's</p> <p>21 really just a light post that stands 11 feet</p> <p>22 tall, and it's got three lights on it, which</p> <p>23 is -- and then right out of the middle it, so</p> <p>24 then snow just shoots out.</p> <p>25 MR. CHESNEY: Yeah. But, I mean, we</p>
<p style="text-align: right;">Page 58</p> <p>1 forever, so it doesn't go bad.</p> <p>2 MR. LEWIS: Oh, this is a purchase. All</p> <p>3 right.</p> <p>4 MR. MAYS: Yes, this is a purchase</p> <p>5 instead of a rental. I mean, we can rent it.</p> <p>6 MR. CHESNEY: Yeah.</p> <p>7 MR. MAYS: He's the manufacturer. He</p> <p>8 makes them in Alabama. So he didn't mention</p> <p>9 anything about a rental option. I'm sure</p> <p>10 they're out there.</p> <p>11 MR. CHESNEY: Yeah, and the thing with</p> <p>12 the rental, they want to then operate it. It</p> <p>13 drives the cost up a lot more than -- I mean,</p> <p>14 we can have staff go out there on a Saturday</p> <p>15 -- they have to come out and close the parks</p> <p>16 anyways usually around that time, so they come</p> <p>17 a little early and get two hours -- so it</p> <p>18 costs us two hours of overtime to run the</p> <p>19 machine. And I think it's a worthwhile</p> <p>20 investment, too, for Westchase.</p> <p>21 MR. LEWIS: I'll second the motion.</p> <p>22 MR. BARRETT: Doug, I just would need</p> <p>23 those days within two days so I can get it in</p> <p>24 the WOW for December.</p> <p>25 MR. MAYS: The dates that Sonny had came</p>	<p style="text-align: right;">Page 60</p> <p>1 have a bell tower there --</p> <p>2 MR. MAYS: Right.</p> <p>3 MR. CHESNEY: -- so I think 4500 is</p> <p>4 enough.</p> <p>5 CHAIRMAN MILLS: So we have a motion</p> <p>6 made by Mr. Chesney, seconded by Mr. Lewis.</p> <p>7 Any other discussion?</p> <p>8 (No response.)</p> <p>9 CHAIRMAN MILLS: All in favor.</p> <p>10 (All board members signify in the</p> <p>11 affirmative.)</p> <p>12 CHAIRMAN MILLS: That passes five to</p> <p>13 zero.</p> <p>14 (Motion passes.)</p> <p>15 MR. MAYS: And I guess my last question</p> <p>16 is, we're starting to get a lot of phone calls</p> <p>17 about park reservations, not so many about the</p> <p>18 basketball courts yet, and so I drove around</p> <p>19 -- you know, they keep -- some of the people</p> <p>20 call and complain because they'll go down to</p> <p>21 county parks, we're following the county</p> <p>22 guidelines, but there's other county parks</p> <p>23 that have already opened up their basketball</p> <p>24 courts.</p> <p>25 I don't know much about the rental of</p>

<p style="text-align: right;">Page 61</p> <p>1 the pavilions, but I've seen other</p> <p>2 communities, Northdale, Country -- not</p> <p>3 Countryway -- Northdale, Carrollwood Village,</p> <p>4 that they've got their basketball goals back</p> <p>5 up and open.</p> <p>6 So I didn't know for sure how much</p> <p>7 longer or if the board wants to continue, or</p> <p>8 Erin's got some more information that tells us</p> <p>9 we're supposed to keep them closed.</p> <p>10 MS. MCCORMICK: I don't have any</p> <p>11 additional information. I did talk to Sonny,</p> <p>12 and she said that she had been talking to</p> <p>13 somebody at the parks department specifically,</p> <p>14 but she didn't have the name on her, so I'll</p> <p>15 have to follow up with that, I guess, this</p> <p>16 week and see what I can find out about that.</p> <p>17 MR. MAYS: Because I guess my question</p> <p>18 from there would be, so if we do find out that</p> <p>19 they are authorizing them, do we need board</p> <p>20 approval to put them back up, or do we need to</p> <p>21 just forget about it?</p> <p>22 CHAIRMAN MILLS: No. I think our</p> <p>23 instructions all year have been we follow the</p> <p>24 county lead. I'd be surprised if the county</p> <p>25 is releasing parks given the current spike</p>	<p style="text-align: right;">Agenda Page 23 Page 63</p> <p>1 things that you wished you would have done</p> <p>2 when you first joined. I would love to hear</p> <p>3 it. I don't know if you can email or not at</p> <p>4 this point, so that's why I'm saying --</p> <p>5 MS. MCCORMICK: Right, no email --</p> <p>6 MR. WIMSATT: -- that's why I'm bringing</p> <p>7 this to just a general forum, instead of</p> <p>8 reaching out.</p> <p>9 CHAIRMAN MILLS: So welcome to the</p> <p>10 Sunshine laws.</p> <p>11 MR. WIMSATT: Yes, exactly.</p> <p>12 CHAIRMAN MILLS: You cannot communicate</p> <p>13 with anybody --</p> <p>14 MR. WIMSATT: Understood.</p> <p>15 CHAIRMAN MILLS: -- I mean, supervisors,</p> <p>16 between meetings. You can communicate with</p> <p>17 Andy, Erin, Doug. Right? And that's your</p> <p>18 best path --</p> <p>19 MR. WIMSATT: Yes.</p> <p>20 CHAIRMAN MILLS: -- t get information.</p> <p>21 For example, you could talk to Andy, Andy can</p> <p>22 talk to Greg, Greg can talk to Andy, and Andy</p> <p>23 can talk to you.</p> <p>24 MR. WIMSATT: I get it.</p> <p>25 CHAIRMAN MILLS: Okay? But you can't</p>
<p style="text-align: right;">Page 62</p> <p>1 activity, but I'll defer that to county park</p> <p>2 information, and then be guided accordingly.</p> <p>3 MR. MAYS: Okay. I'll wait on Erin</p> <p>4 then.</p> <p>5 CHAIRMAN MILLS: As we've seen with</p> <p>6 Waterchase and other communities, you know, as</p> <p>7 a reference, you'd have to speak to either</p> <p>8 those municipalities or communities and</p> <p>9 understand their decisions.</p> <p>10 I think we're properly being guided by</p> <p>11 the county and have been consistent from day</p> <p>12 one on that. I don't think this is the time</p> <p>13 to deviate from that consistency. Anybody</p> <p>14 feel differently?</p> <p>15 (No response.)</p> <p>16 CHAIRMAN MILLS: Okay. Anything else?</p> <p>17 MR. MAYS: No. That's all I got.</p> <p>18 CHAIRMAN MILLS: Okay. Good job. Thank</p> <p>19 you.</p> <p>20 Audience comments.</p> <p>21 MR. WIMSATT: I have a question and a</p> <p>22 comment. I would appreciate any of the</p> <p>23 current supervisors that I'm going to be</p> <p>24 joining soon if you have advice as to what</p> <p>25 helped you out when you first jointed, or</p>	<p style="text-align: right;">Page 64</p> <p>1 talk to Greg.</p> <p>2 MR. WIMSATT: Yeah.</p> <p>3 CHAIRMAN MILLS: And even when we run</p> <p>4 into each other at Publix or whatever, it's,</p> <p>5 "Hi, how are you," and you keep walking. It's</p> <p>6 not, "Hey, hi, what do you think about" -- you</p> <p>7 know, it's "Hi, how are you," and you keep</p> <p>8 walking.</p> <p>9 MR. WIMSATT: And that's why I was</p> <p>10 asking for any advice for a new member</p> <p>11 joining, if anyone has, I would like to</p> <p>12 hear --</p> <p>13 CHAIRMAN MILLS: Yeah. Some of them, I</p> <p>14 tell you, wished they hadn't run, but I'll</p> <p>15 leave that for them to say.</p> <p>16 MR. MENDENHALL: We also -- just to add,</p> <p>17 we have -- my company, we do a new supervisor</p> <p>18 orientation.</p> <p>19 MR. WIMSATT: Okay.</p> <p>20 MR. MENDENHALL: It's going to be on</p> <p>21 December 4th, and we wind up where we invite</p> <p>22 all newly elected supervisors, pretty much</p> <p>23 Hillsborough, Pasco and Manatee County. So</p> <p>24 we'll have about 50 to 60 people, and we give</p> <p>25 a presentation, but a large majority of it is</p>

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<p>1 taking questions and, you know, kind of giving</p> <p>2 that feedback for folks with things that are</p> <p>3 particular to their district or just</p> <p>4 general-type stuff, so, hopefully, that will</p> <p>5 be helpful as well.</p> <p>6 MR. WIMSATT: Great. Definitely.</p> <p>7 MR. MAYS: You can also stop by our</p> <p>8 office, and a lot of times new supervisors</p> <p>9 have sat down with me and Sonny, go over that</p> <p>10 end of it.</p> <p>11 MR. WIMSATT: That's what I would</p> <p>12 definitely like to do, reach out to you guys.</p> <p>13 MR. BAUMHOVER: I will offer this. Ai</p> <p>14 would say you should do that, as well ask</p> <p>15 Mr. Mays to kind of take you on a visual tour</p> <p>16 of all the property.</p> <p>17 MR. WIMSATT: I think that would be</p> <p>18 awesome. Thank you.</p> <p>19 MR. LEWIS: Yeah. And I was going to</p> <p>20 mention the OLM. I know I'm sure everybody's</p> <p>21 done it. I have done it, I think maybe twice</p> <p>22 -- at least once, but you kind of get a sense</p> <p>23 -- because that's something that comes up all</p> <p>24 the time about the landscaping and things,</p> <p>25 from my perspective.</p>	<p>1 CHAIRMAN MILLS: Mr. Chesney.</p> <p>2 MR. CHESNEY: Adding to Chris' advice,</p> <p>3 it's -- the audits are very useful to look at</p> <p>4 what we spend money on versus the actual</p> <p>5 budget. We used to do zero-based budgeting.</p> <p>6 For the last probably at least seven years,</p> <p>7 we have not.</p> <p>8 So there's some things -- the budget can</p> <p>9 be more confusing and a little more it will</p> <p>10 take than the actual audit. The audit is an</p> <p>11 excellent source of understanding what we do</p> <p>12 and how much resources we spent on it.</p> <p>13 MR. WIMSATT: Thank you very much. I</p> <p>14 appreciate it. Thank you all.</p> <p>15 CHAIRMAN MILLS: Mr. Barrett, any</p> <p>16 comments?</p> <p>17 (No response.)</p> <p>18 CHAIRMAN MILLS: No?</p> <p>19 MR. BARRETT: I know we're coming up on</p> <p>20 one of your last meetings. I don't know when</p> <p>21 it is.</p> <p>22 CHAIRMAN MILLS: It's in about ten</p> <p>23 minutes.</p> <p>24 MR. BARRETT: I just personally want to</p> <p>25 thank you. You have done a great job. And I</p>
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<p>1 MR. WIMSATT: When you say "OLM," what</p> <p>2 do you mean?</p> <p>3 MR. LEWIS: OLM is the company that does</p> <p>4 the review, a third party, of Davey, so --</p> <p>5 MR. WIMSATT: Perfect.</p> <p>6 MR. MAYS: You're welcome to do a drive</p> <p>7 along, in other words.</p> <p>8 MR. WIMSATT: I would love to. Great.</p> <p>9 CHAIRMAN MILLS: Mr. Barrett.</p> <p>10 MR. BARRETT: Spend some time</p> <p>11 familiarizing yourself with the financials and</p> <p>12 the budgeting process and things like how</p> <p>13 things are assessed, and you'll save lots of</p> <p>14 questions about the budget process.</p> <p>15 MR. WIMSATT: Definitely.</p> <p>16 MR. MENDENHALL: And all of our staff,</p> <p>17 as far as -- so behind the scenes, we have an</p> <p>18 accountant, and, of course, they have a</p> <p>19 supervisor, and there is a senior financial</p> <p>20 person, as well accounts payable folks, so any</p> <p>21 of those intricate details we can always put</p> <p>22 you in touch with any of those staff members</p> <p>23 to kind of go over the fundamentals of what</p> <p>24 happens in this district specifically.</p> <p>25 MR. WIMSATT: Perfect.</p>	<p>1 sit through one other district's meetings, and</p> <p>2 the level of professionalism in this meeting</p> <p>3 and among you supervisors and your respect of</p> <p>4 things like the Sunshine Law, it is so much</p> <p>5 better than the other district that I attend,</p> <p>6 and you guys really should be proud of</p> <p>7 yourselves.</p> <p>8 But thank you for representing</p> <p>9 Westchase, but especially -- you've been</p> <p>10 representing Westchase on many different</p> <p>11 levels, and you've always brought an</p> <p>12 unbelievable level of professionalism and</p> <p>13 helped clean up a lot of the messes, not</p> <p>14 necessarily here, but you know what I'm</p> <p>15 referring to.</p> <p>16 CHAIRMAN MILLS: I appreciate that. I</p> <p>17 did have one question on the packet before we</p> <p>18 get the supervisor request in.</p> <p>19 Mr. Chesney, this is probably for you.</p> <p>20 There was the 2020 budget amendment analysis.</p> <p>21 Did you put that together? It was -- was it</p> <p>22 actual variance by --</p> <p>23 MR. CHESNEY: Yeah, I have in the past.</p> <p>24 Did I not do one this year? Is that what --</p> <p>25 CHAIRMAN MILLS: It's in here. So I</p>

<p style="text-align: right;">Page 69</p> <p>1 don't know -- 335,000 under budget for the 2 fiscal year, I assume. 3 MR. CHESNEY: Right. So I'm going to -- 4 I haven't seen it. 5 CHAIRMAN MILLS: Okay. 6 MR. CHESNEY: It is 353,000? 7 CHAIRMAN MILLS: 335,000. 8 MR. CHESNEY: Wow, we should buy some 9 more stuff. Okay. Damn, Doug, you need to 10 stop being so cheap. 11 So what that analysis is, is -- you 12 know, what I've said is, for a number of years 13 when we switched from zero-based budgeting we 14 basically keep -- I've been keeping our 15 assessments flat, and that kind of -- it's 16 worked well for us because Doug seems to be 17 able to drive the costs down, but then I 18 always encourage not recurring expenses, but 19 those dollars then get added to our fund 20 balance, which continues to grow. 21 And I know we have some potentially 22 large projects on the way. But it's just, you 23 know, eventually you have to spend that money, 24 or what you can do is, you know, not assess 25 for, you know, a period of time.</p>	<p style="text-align: right;">Agenda Page 25 Page 71</p> <p>1 stable and accelerating, so -- 2 MR. BAUMHOVER: I did want to add a 3 comment because you kept -- you keep pointing 4 at me about upgrades -- 5 MR. CHESNEY: Well, I'm just pointing in 6 general. I wasn't pointing at you. 7 MR. BAUMHOVER: But it's like if there's 8 something that really is kind of like -- I 9 would extend that invitation to the community, 10 at large -- 11 MR. CHESNEY: Yeah. 12 MR. BAUMHOVER: -- because that was 13 simply something that some residents wanted, 14 you know, and one of them brought it to my 15 attention, and so -- 16 MR. CHESNEY: Yeah. Well, I encourage 17 -- you still vetted it, though. I mean -- 18 MR. BAUMHOVER: Oh, yeah. 19 MR. CHESNEY: -- I get a lot of people 20 that suggest things, that -- you know, Ferris 21 wheels and whatever. I mean -- 22 MR. BAUMHOVER: Yeah. But, I mean, 23 there is that kind of -- just because we're 24 not looking at it doesn't mean that someone in 25 the community doesn't see the potential to put</p>
<p style="text-align: right;">Page 70</p> <p>1 My experience with 18 years of doing 2 this is that doesn't work as well as just 3 keeping the assessments level, and, you know, 4 the current assessments were also designed 5 thinking we also thought landscape costs were 6 going to accelerate. 7 We've largely kept our landscape costs 8 flat for eight years almost. 9 MR. MAYS: It seems like longer. 10 MR. CHESNEY: A long time. So all those 11 things contribute to a very, very healthy fund 12 balance. So I encourage every supervisor to, 13 you know, think of things within the community 14 that are valuable or you perceive as valuable 15 and bring them back to the board and let's 16 talk about them, you know, within reason. 17 I know some of the projects, like the 18 parcel behind the elementary school, that 19 potentially could be a significant amount of 20 dollars. But, you know, anything you see, 21 like the bushes along Montague, things like 22 that. 23 Our community is very well funded, and 24 those things help drive value for our whole 25 community and keep our property values very</p>	<p style="text-align: right;">Page 72</p> <p>1 resources to work solving, you know, a problem 2 we didn't see or making a little bit better, 3 so -- 4 CHAIRMAN MILLS: And doesn't that also 5 contribute to the reserves that position us to 6 be able to fund a natural disaster or a 7 hurricane, significant community damage as 8 well? 9 MR. CHESNEY: Yeah. So our fund 10 balance, like there was early on in this 11 community, we had a lot of debate on what a 12 reasonable reserve level was. 13 So many municipalities target 25 percent 14 of their fund balance -- excuse me -- 25 15 percent of their annual budget. We are closer 16 to a hundred percent now, I think, if it's 17 300,000 this year. 18 So that gives you some idea. Many 19 municipalities that are, you know, very 20 financially stable keep 50 to 75 percent. But 21 if we do have something, like a hurricane, 22 that means that we can -- when people are 23 hurting, we don't have to raise rates. 24 Like the landscape thing, I wasn't 25 really worried about the landscape coming in</p>

<p style="text-align: right;">Page 73</p> <p>1 20 percent higher. It didn't, but if it did, 2 it wouldn't have been a big deal to us. So, I 3 mean, there are a lot of benefits to 4 maintaining the way we do things. 5 I actually -- a person -- Lewis 6 Patterson, he was the one that was a very 7 large proponent of zero-based budgeting, and 8 we did that for a number of years. And I 9 think, at the time, it was the right decision. 10 And I've had some conversations with him 11 since then, and he does agree with that 12 approach that we currently have, is to look at 13 the overall health of the community in the 14 budget, and I think it's worked well, so, yes. 15 CHAIRMAN MILLS: Okay. 16 MR. CHESNEY: A long answer for a short 17 question. Sorry. 18 CHAIRMAN MILLS: No. That's okay. Well 19 said. Supervisor requests. Mr. Lewis. 20 MR. LEWIS: I don't have any requests, 21 other than to kind of mirror what Mr. Barrett 22 said. 23 I think I first met you four or five 24 years ago. I think we both threw our name in 25 for an open seat on the CDD. I remember, you</p>	<p style="text-align: right;">Agenda Page 26 Page 75</p> <p>1 you've done fantastic. 2 I mean, I was a little concerned because 3 all the crazy that can happen sometimes with 4 the HOA, and you handled that well. So I 5 thought it would be overkill, but you have 6 done a fantastic job. You really way exceeded 7 my expectations. 8 I think you did a fantastic job running 9 the meetings. And, really, I think the thing 10 that's the best thing you do is the stuff you 11 don't see during the month when all the little 12 things come up -- I mean, I hear from Sonny 13 and Doug your decisions and what you've done, 14 and it's awesome. 15 So thank you for putting in the effort 16 throughout the month. It's not just these 17 meetings. And I know the effort you put 18 through, and thank you. 19 CHAIRMAN MILLS: I appreciate that. And 20 you said you did have a request. 21 MR. CHESNEY: Yeah. Yeah. Thank you. 22 CHAIRMAN MILLS: Somebody has to 23 remember this stuff. 24 MR. CHESNEY: Yeah. Exactly. That's 25 why you're the man. That's why we're going to</p>
<p style="text-align: right;">Page 74</p> <p>1 know, you were selected, and I left that 2 meeting thinking they made the right choice, 3 and things worked out just fine. 4 So I just appreciate everything you have 5 done, Jim, and, again, with the 6 professionalism that you've maintained at 7 meetings, I do appreciate that. Now I'll be 8 able talk to you if I see you at Publix. 9 CHAIRMAN MILLS: That's right. 10 MR. BAUMHOVER: The only thing I would 11 say is just to echo Mr. Lewis' and 12 Mr. Barrett's comments. Thank you very much 13 for everything. 14 Thank you for kind of the example you've 15 set for me for, you know, having recently come 16 -- or I guess not being the newest CDD 17 supervisor anymore, but thank you. 18 CHAIRMAN MILLS: Thank you. I'm going 19 to go to Mr. Ross next. 20 MR. ROSS: I'll say ditto to all the 21 remarks, and we'll see you next month. 22 CHAIRMAN MILLS: No, you won't. 23 CHAIRMAN MILLS: Mr. Chesney. 24 MR. CHESNEY: I actually have a regular 25 request, but I do want to add on. I think</p>	<p style="text-align: right;">Page 76</p> <p>1 miss you. 2 So it's my understanding that we are 3 going to do the Santa parade this year. 4 CHAIRMAN MILLS: Yes. 5 MR. CHESNEY: And as everyone knows is 6 that with the Santa parade, there's -- it 7 draws a lot of traffic. There's a lot of 8 moving parts. 9 There's people that come out and visit, 10 and I'm generally concerned about the 11 infrastructure of our community and some of 12 the -- you know, what's going to go on that 13 night. 14 And so I'm prepared to make a motion 15 that we direct staff to go ahead and 16 coordinate with the -- is it the Westchase 17 Charitable Foundation does it? -- the 18 Westchase Charitable Foundation and World of 19 Westchase coordinate the sheriff's patrols for 20 that evening with the CDD's -- at the CDD's 21 expense. 22 So that is my motion. I would like a 23 second on that. 24 MR. BAUMHOVER: I'll second. 25 CHAIRMAN MILLS: Clarify that for me.</p>

<p style="text-align: right;">Page 77</p> <p>1 So --</p> <p>2 MR. CHESNEY: I would like the CDD to</p> <p>3 supply the sheriff's patrols for that night,</p> <p>4 simply put.</p> <p>5 CHAIRMAN MILLS: Okay.</p> <p>6 MR. CHESNEY: And I started with the</p> <p>7 reasoning behind it --</p> <p>8 CHAIRMAN MILLS: Okay.</p> <p>9 MR. CHESNEY: -- Because Erin's sitting</p> <p>10 next to me.</p> <p>11 CHAIRMAN MILLS: Okay. And that's</p> <p>12 seconded by Forrest.</p> <p>13 So to clarify a little about the parade</p> <p>14 -- and, Chris, chime in if I misstate -- it's</p> <p>15 going to look different this year.</p> <p>16 The toy drive is going to be before the</p> <p>17 parade at Westchase Elementary. They will not</p> <p>18 be picking up donations on the route because</p> <p>19 of COVID, and there will be more information</p> <p>20 coming out, I think, about that. That's one</p> <p>21 change.</p> <p>22 The second change is they will not be</p> <p>23 making any stops this year at block parties.</p> <p>24 They typically stop in --</p> <p>25 MR. MAYS: Radcliffe.</p>	<p style="text-align: right;">Agenda Page 27 Page 79</p> <p>1 discussion, all in favor.</p> <p>2 (All board members signify in the</p> <p>3 affirmative.)</p> <p>4 CHAIRMAN MILLS: Thank you. That passes</p> <p>5 five to zero.</p> <p>6 Is that it?</p> <p>7 MR. CHESNEY: Yep. I'm done.</p> <p>8 CHAIRMAN MILLS: Okay.</p> <p>9 MR. CHESNEY: Oh, and we will do</p> <p>10 something for you. I know Mark, I went out</p> <p>11 and bought everyone beer, but because of</p> <p>12 COVID, so -- I'm not sure what you would like,</p> <p>13 but we do want to recognize your contribution</p> <p>14 to this board, so --</p> <p>15 CHAIRMAN MILLS: I appreciate that. I'm</p> <p>16 not moving out of the community. I'm here for</p> <p>17 my last meeting. Right?</p> <p>18 So I'm going to take the liberty of</p> <p>19 removing the mask. Kim can hear me clearly.</p> <p>20 I did prepare a couple comments just so I</p> <p>21 didn't forget anything.</p> <p>22 So bear with me here for a few minutes</p> <p>23 as I plow through these. It seems</p> <p>24 appropriate, because I always like to inject a</p> <p>25 little humor into things, that subject to any</p>
<p style="text-align: right;">Page 78</p> <p>1 CHAIRMAN MILLS: -- Radcliffe for an</p> <p>2 extended period, they stopped on our block for</p> <p>3 an extended period and others where there are</p> <p>4 huge gatherings.</p> <p>5 Last year our block donated 80 to 90</p> <p>6 bikes. It took 20 minutes just to load the</p> <p>7 bikes. Santa gets off and says hi to the</p> <p>8 kids. Because of COVID, there are no stops</p> <p>9 this year. So the route, I think, is probably</p> <p>10 going to look different as well.</p> <p>11 But certainly the CDD covering the</p> <p>12 sheriff's costs, and they have that down to a</p> <p>13 science in terms of the logistics of the</p> <p>14 parade. They do a great job. In other years</p> <p>15 when I ran the whole route with those guys</p> <p>16 early on, it was amazing and at what they did</p> <p>17 to escort that parade regardless of how many</p> <p>18 floats it ends up having every year through</p> <p>19 the community, and they actually enjoy doing</p> <p>20 it as well.</p> <p>21 But I think this board covering the</p> <p>22 cost, given some of the financial constraints</p> <p>23 we've read about and some folks stepping up to</p> <p>24 assist, it is a great gesture on our part.</p> <p>25 So with that, if there's no further</p>	<p style="text-align: right;">Page 80</p> <p>1 potential recount, this is my last meeting on</p> <p>2 the board as the chair.</p> <p>3 So certainly I thank all of my fellow</p> <p>4 board members for your support and guidance</p> <p>5 and your participation in the, you know,</p> <p>6 conducting of our part of Westchase's</p> <p>7 business.</p> <p>8 We have an HOA and a CDD, and our part</p> <p>9 is not all encompassing, but it is an</p> <p>10 important part of what goes on. It keeps this</p> <p>11 community great, and your participation has</p> <p>12 been tremendous. Wish Mr. Wimsatt the best of</p> <p>13 success as he takes this board on next month.</p> <p>14 I want to thank the professional staff.</p> <p>15 Erin, great job with continued legal guidance</p> <p>16 and keeping us out of trouble; Andy and your</p> <p>17 staff for everything that you guys contribute</p> <p>18 to this cause; Robert and Stephen on the</p> <p>19 engineering side.</p> <p>20 You know, this takes a village. Right?</p> <p>21 And so when you kind of look around and</p> <p>22 realize everybody's part in it, there's a lot</p> <p>23 of moving parts that keeps this thing going.</p> <p>24 Certainly our field and office staff,</p> <p>25 you know, Sonny and Doug, the community -- I</p>

<p style="text-align: right;">Page 81</p> <p>1 told you earlier today the community thinks</p> <p>2 the world of you guys. I think the only</p> <p>3 people they more than you two are LaVon and</p> <p>4 Christian, and we couldn't do the things we do</p> <p>5 without them.</p> <p>6 I wanted to, in no particular order,</p> <p>7 just as I thought of them, jotted them down,</p> <p>8 kind of take a five-second look back at some</p> <p>9 of the accomplishments this board has tackled,</p> <p>10 at least since I've been a part of it.</p> <p>11 The parks project certainly is one of</p> <p>12 the reasons I wanted to get involved in the</p> <p>13 first place. The upgraded amenities and the</p> <p>14 ADA compliance and what those look like today</p> <p>15 is something that we can all be proud of.</p> <p>16 The due diligence on the potential golf</p> <p>17 course purchase, while that didn't pan out, I</p> <p>18 think we took an absolutely professional</p> <p>19 business approach to that, and it could have</p> <p>20 turned out very differently, and this board</p> <p>21 would have been well equipped to handle that</p> <p>22 had it gone that way.</p> <p>23 I'm not unhappy that it's successful and</p> <p>24 we didn't get it. I live on the golf course,</p> <p>25 and it's busy, and I think, from all</p>	<p style="text-align: right;">Agenda Page 28 Page 83</p> <p>1 seamless transition that you kind of take for</p> <p>2 granted. Right? But those are not small</p> <p>3 undertakings to do that.</p> <p>4 The West Park Village signage upgrade,</p> <p>5 another project that is a pretty big deal.</p> <p>6 Website ADA compliance. Numerous, too many to</p> <p>7 name, amenity improvements throughout the</p> <p>8 community, whether it's Mays Park or any of</p> <p>9 the other things we have else.</p> <p>10 The Promise Lane project that's ongoing,</p> <p>11 that's another big one that's ahead of you</p> <p>12 guys. And then, you know, this year just</p> <p>13 working and meeting remotely due to COVID, we</p> <p>14 didn't skip a beat all year long despite the</p> <p>15 fact that until today we had to meet on</p> <p>16 screen, and that's kind of redefined how, I</p> <p>17 think, all of us work.</p> <p>18 Certainly it does for me professionally,</p> <p>19 but it has for this board this year as well.</p> <p>20 And we didn't skip a beat or miss anything in</p> <p>21 our work either.</p> <p>22 And all of that -- and, again, as you</p> <p>23 mentioned, Greg, without an increase in</p> <p>24 resident assessments during the time that I've</p> <p>25 been here -- that's a lot to be looking back</p>
<p style="text-align: right;">Page 82</p> <p>1 indications, they're doing well, and that's</p> <p>2 good for the community, despite the fears that</p> <p>3 Ferris wheels were going to go up on the</p> <p>4 second fairway and all kinds of crazy stuff.</p> <p>5 Right?</p> <p>6 Certainly the ongoing work on the cell</p> <p>7 tower project, that will improve cell service,</p> <p>8 particularly given this year with everybody</p> <p>9 working from home, but even in normal</p> <p>10 conditions with more and more people</p> <p>11 telecommuting, that's an amenity that's going</p> <p>12 to be critical to the community's future.</p> <p>13 The midge fly process and what we had to</p> <p>14 go through to mitigate that issue, and from</p> <p>15 all indicators it's behind us. So knock on</p> <p>16 wood there.</p> <p>17 Greg, you mentioned the landscape bid</p> <p>18 process, another major undertaking by this</p> <p>19 board, that went as smoothly as it possibly</p> <p>20 could have. Right?</p> <p>21 The Greens signage certifications that</p> <p>22 allows the sheriff patrols to do their job</p> <p>23 inside the gates, another milestone, I think.</p> <p>24 We changed engineering firms. That</p> <p>25 seems like so long ago. And it was another</p>	<p style="text-align: right;">Page 84</p> <p>1 on and be proud of. So I thank all of you for</p> <p>2 all of that.</p> <p>3 This is has been an absolute honor and</p> <p>4 pleasure, and, you know, I'd be remiss if I</p> <p>5 didn't say I'll miss it, but it's time for</p> <p>6 somebody else to sit in a seat and get to</p> <p>7 work.</p> <p>8 So with that, a motion to adjourn would</p> <p>9 be appropriate.</p> <p>10 MR. BAUMHOVER: I'll move.</p> <p>11 CHAIRMAN MILLS: Forrest.</p> <p>12 MR. LEWIS: Second.</p> <p>13 CHAIRMAN MILLS: Seconded by Mr. Lewis.</p> <p>14 All in favor.</p> <p>15 (All board members signify in the</p> <p>16 affirmative, and the motion passes.)</p> <p>17 (At 5:23 p.m., the meeting adjourns.)</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

1 REPORTER'S CERTIFICATE

2 STATE OF FLORIDA:

3 COUNTY OF HILLSBOROUGH:

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

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

14 DATED November 23, 2020.

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Chairperson

3B.

**Westchase
Community Development District**

Financial Report

October 31, 2020

Prepared by



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**Westchase
Community Development District**

Financial Statements

(Unaudited)

October 31, 2020

Balance Sheet
October 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND (001)	GENERAL FUND - HARBOR LINKS (002)	GENERAL FUND - THE ENCLAVE (003)	GENERAL FUND - SAVILLE ROW (004)	GENERAL FUND - COMMERCIAL ROAD (005)	GENERAL FUND - THE GREENS (102)	GENERAL FUND - STONEBRIDGE (103)
ASSETS							
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Other Funds	3,335,642	339,272	17,926	20,791	37,362	351,803	67,819
Investments:							
Certificates of Deposit - 36 Months	-	-	-	-	-	-	-
Money Market Account	-	-	-	-	-	-	-
Deposits	6,388	3,628	4,043	20	-	7,425	800
TOTAL ASSETS	\$ 3,342,030	\$ 342,900	\$ 21,969	\$ 20,811	\$ 37,362	\$ 359,228	\$ 68,619

Balance Sheet
October 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND (001)	GENERAL FUND - HARBOR LINKS (002)	GENERAL FUND - THE ENCLAVE (003)	GENERAL FUND - SAVILLE ROW (004)	GENERAL FUND - COMMERCIAL ROAD (005)	GENERAL FUND - THE GREENS (102)	GENERAL FUND - STONEBRIDGE (103)
<u>LIABILITIES</u>							
Accounts Payable	\$ 51,160	\$ 96	\$ -	\$ -	\$ -	\$ 30,822	\$ -
Accrued Expenses-TECO	1,264	439	1,518	25	-	4,266	474
Accrued Taxes Payable	3,339	-	-	-	-	-	-
Sales Tax Payable	-	8	-	-	-	20	-
Deposits	6,000	-	-	-	-	-	-
Due To Other Funds	-	-	-	-	-	-	-
TOTAL LIABILITIES	61,763	543	1,518	25	-	35,108	474
<u>FUND BALANCES</u>							
Nonspendable:							
Deposits	6,000	3,628	4,043	20	-	7,425	800
Restricted for:							
Capital Projects	-	-	-	-	-	-	-
Assigned to:							
Operating Reserves	649,632	6,932	4,372	1,888	1,285	63,497	3,184
Reserves - Erosion Control	60,000	-	-	-	-	-	-
Reserves - Roadways	502,031	76,365	-	12,093	9,296	233,256	32,899
Unassigned:	2,062,604	255,432	12,036	6,785	26,781	19,942	31,262
TOTAL FUND BALANCES	\$ 3,280,267	\$ 342,357	\$ 20,451	\$ 20,786	\$ 37,362	\$ 324,120	\$ 68,145
TOTAL LIABILITIES & FUND BALANCES	\$ 3,342,030	\$ 342,900	\$ 21,969	\$ 20,811	\$ 37,362	\$ 359,228	\$ 68,619

Balance Sheet
October 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND -WEST PARK VILLAGE (323,4,5A,6) (104)	GENERAL FUND - WEST PARK VILLAGE (324- C5) (105)	GENERAL FUND - VINEYARDS (106)	WESTCHASE UNINSURABLE ASSETS FUND	CLEARING FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ 888,209	\$ 888,209
Due From Other Funds	-	18,111	210,818	702,196	-	5,101,740
Investments:						
Certificates of Deposit - 36 Months	-	-	-	-	109,435	109,435
Money Market Account	-	-	-	-	4,115,155	4,115,155
Deposits	18,600	-	-	-	-	40,904
TOTAL ASSETS	\$ 18,600	\$ 18,111	\$ 210,818	\$ 702,196	\$ 5,112,799	\$ 10,255,443

Balance Sheet
October 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND -WEST PARK VILLAGE (323,4,5A,6) (104)	GENERAL FUND - WEST PARK VILLAGE (324- C5) (105)	GENERAL FUND - VINEYARDS (106)	WESTCHASE UNINSURABLE ASSETS FUND	CLEARING FUND	TOTAL
<u>LIABILITIES</u>						
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,078
Accrued Expenses-TECO	8,233	417	-	-	-	16,636
Accrued Taxes Payable	-	-	-	-	-	3,339
Sales Tax Payable	-	-	-	-	-	28
Deposits	-	-	-	-	-	6,000
Due To Other Funds	16,771	-	-	-	5,084,971	5,101,742
TOTAL LIABILITIES	25,004	417	-	-	5,084,971	5,209,823
<u>FUND BALANCES</u>						
Nonspendable:						
Deposits	18,600	-	-	-	-	40,516
Restricted for:						
Capital Projects	-	-	-	702,196	-	702,196
Assigned to:						
Operating Reserves	-	1,289	3,932	-	-	736,011
Reserves - Erosion Control	-	-	-	-	-	60,000
Reserves - Roadways	-	9,385	96,360	-	-	971,685
Unassigned:	(25,004)	7,020	110,526	-	27,828	2,535,212
TOTAL FUND BALANCES	\$ (6,404)	\$ 17,694	\$ 210,818	\$ 702,196	\$ 27,828	\$ 5,045,620
TOTAL LIABILITIES & FUND BALANCES	\$ 18,600	\$ 18,111	\$ 210,818	\$ 702,196	\$ 5,112,799	\$ 10,255,443

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 944	\$ 946	\$ 15,000	6.31%
Special Assmnts- Tax Collector	-	-	2,699,206	0.00%
Special Assmnts- Discounts	-	-	(107,968)	0.00%
Pavilion Rental	-	-	4,000	0.00%
TOTAL REVENUES	944	946	2,610,238	0.04%

EXPENDITURES**Administration**

P/R-Board of Supervisors	1,000	1,000	19,000	5.26%
FICA Taxes	77	77	1,454	5.30%
ProfServ-Engineering	-	-	46,500	0.00%
ProfServ-Legal Services	16,280	16,280	105,000	15.50%
ProfServ-Mgmt Consulting Serv	9,738	9,738	116,858	8.33%
ProfServ-Recording Secretary	365	365	11,000	3.32%
Auditing Services	-	-	7,592	0.00%
Postage and Freight	35	35	1,200	2.92%
Insurance - General Liability	39,182	39,182	35,978	108.91%
Printing and Binding	-	-	600	0.00%
Legal Advertising	674	674	6,500	10.37%
Misc-Assessmnt Collection Cost	-	-	50,569	0.00%
Misc-Credit Card Fees	-	-	350	0.00%
Misc-Contingency	-	-	100	0.00%
Office Supplies	-	-	550	0.00%
Annual District Filing Fee	175	175	175	100.00%
Total Administration	67,526	67,526	403,426	16.74%

Flood Control/Stormwater Mgmt

Contracts-Lake and Wetland	9,833	9,833	118,000	8.33%
Contracts-Fountain	500	500	7,020	7.12%
R&M-Aquascaping	-	-	15,000	0.00%
R&M-Drainage	-	-	28,000	0.00%
R&M-Fountain	56	56	3,000	1.87%
Total Flood Control/Stormwater Mgmt	10,389	10,389	171,020	6.07%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Right of Way</u>				
Payroll-Salaries	24,358	24,358	198,246	12.29%
Payroll-Benefits	24,081	24,081	62,454	38.56%
Payroll - Overtime	2,454	2,454	17,500	14.02%
Payroll - Bonus	7,000	7,000	35,883	19.51%
FICA Taxes	3,780	3,780	28,221	13.39%
Contracts-Police	16,646	16,646	145,000	11.48%
Contracts-Other Services	1,630	1,630	19,560	8.33%
Contracts-Landscape	49,279	49,279	562,608	8.76%
Contracts-Mulch	-	-	147,592	0.00%
Contracts-Plant Replacement	18,542	18,542	76,719	24.17%
Contracts-Road Cleaning	1,392	1,392	11,135	12.50%
Contracts-Security Alarms	-	-	641	0.00%
Contracts-Pest Control	48	48	540	8.89%
Fuel, Gasoline and Oil	769	769	13,000	5.92%
Communication - Teleph - Field	349	349	5,000	6.98%
Utility - General	1,805	1,805	23,275	7.76%
Utility - Reclaimed Water	231	231	10,000	2.31%
Insurance - General Liability	3,722	3,722	3,435	108.36%
R&M-General	-	-	42,500	0.00%
R&M-Equipment	372	372	8,000	4.65%
R&M-Grounds	1,295	1,295	102,800	1.26%
R&M-Irrigation	7,863	7,863	75,000	10.48%
R&M-Sidewalks	-	-	15,616	0.00%
R&M-Signage	2,160	2,160	6,000	36.00%
R&M-Walls and Signage	2,137	2,137	32,500	6.58%
Misc-Holiday Decor	1,717	1,717	10,000	17.17%
Misc-Taxes (Streetlights)	-	-	34,076	0.00%
Misc-Contingency	1,110	1,110	5,000	22.20%
Office Supplies	-	-	3,500	0.00%
Cleaning Services	550	550	-	0.00%
Op Supplies - General	128	128	6,000	2.13%
Op Supplies - Uniforms	-	-	600	0.00%
Supplies - Misc.	-	-	600	0.00%
Subscriptions and Memberships	-	-	400	0.00%
Conference and Seminars	-	-	1,000	0.00%
Total Right of Way	173,418	173,418	1,704,401	10.17%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Common Area</u>				
R&M-General	1,370	1,370	17,000	8.06%
R&M-Boardwalks	-	-	700	0.00%
R&M-Brick Pavers	-	-	1,200	0.00%
R&M-Grounds	-	-	1,500	0.00%
R&M-Signage	-	-	1,400	0.00%
R&M-Walls and Signage	-	-	900	0.00%
Misc-Internet Services	612	612	7,391	8.28%
Park Improvements	-	-	301,300	0.00%
Impr - Landscape	3,990	3,990	-	0.00%
Total Common Area	5,972	5,972	331,391	1.80%
TOTAL EXPENDITURES	257,305	257,305	2,610,238	9.86%
Excess (deficiency) of revenues				
Over (under) expenditures	(256,361)	(256,359)	-	0.00%
Net change in fund balance	<u>\$ (256,361)</u>	<u>\$ (256,359)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		3,536,626	3,536,626	
FUND BALANCE, ENDING		<u>\$ 3,280,267</u>	<u>\$ 3,536,626</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 93	\$ 91	\$ 1,500	6.07%
Special Assmnts- Tax Collector	-	-	56,138	0.00%
Special Assmnts- Discounts	-	-	(2,246)	0.00%
Gate Bar Code/Remotes	97	97	-	0.00%
TOTAL REVENUES	190	188	55,392	0.34%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	1,122	0.00%
Misc-Credit Card Fees	4	4	15	26.67%
Total Administration	4	4	1,137	0.35%
Right of Way				
Communication - Teleph - Field	250	250	2,831	8.83%
Electricity - Streetlighting	440	440	8,585	5.13%
Insurance - General Liability	1,665	1,665	1,526	109.11%
R&M-General	878	878	19,700	4.46%
R&M-Gate	-	-	6,340	0.00%
Reserve - Roadways	-	-	15,273	0.00%
Total Right of Way	3,233	3,233	54,255	5.96%
TOTAL EXPENDITURES	3,237	3,237	55,392	5.84%
Excess (deficiency) of revenues Over (under) expenditures	(3,047)	(3,049)	-	0.00%
Net change in fund balance	<u>\$ (3,047)</u>	<u>\$ (3,049)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		345,406	345,406	
FUND BALANCE, ENDING		<u>\$ 342,357</u>	<u>\$ 345,406</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 6	\$ 5	\$ 150	3.33%
Special Assmnts- Tax Collector	-	-	18,057	0.00%
Special Assmnts- Discounts	-	-	(722)	0.00%
TOTAL REVENUES	6	5	17,485	0.03%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	361	0.00%
Total Administration	-	-	361	0.00%
Right of Way				
R&M-Streetlights	1,513	1,513	17,124	8.84%
Total Right of Way	1,513	1,513	17,124	8.84%
TOTAL EXPENDITURES	1,513	1,513	17,485	8.65%
Excess (deficiency) of revenues Over (under) expenditures	(1,507)	(1,508)	-	0.00%
Net change in fund balance	<u>\$ (1,507)</u>	<u>\$ (1,508)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		21,959	21,959	
FUND BALANCE, ENDING		<u>\$ 20,451</u>	<u>\$ 21,959</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 7	\$ 7	\$ 250	2.80%
Special Assmnts- Tax Collector	-	-	5,842	0.00%
Special Assmnts- Discounts	-	-	(234)	0.00%
TOTAL REVENUES	7	7	5,858	0.12%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	117	0.00%
Misc-Credit Card Fees	-	-	5	0.00%
Total Administration	-	-	122	0.00%
Right of Way				
Communication - Teleph - Field	150	150	1,980	7.58%
Insurance - General Liability	2,743	2,743	2,540	107.99%
R&M-General	-	-	1,500	0.00%
R&M-Gate	785	785	3,619	21.69%
R&M-Streetlights	24	24	500	4.80%
Reserve - Roadways	-	-	1,834	0.00%
Total Right of Way	3,702	3,702	11,973	30.92%
TOTAL EXPENDITURES	3,702	3,702	12,095	30.61%
Excess (deficiency) of revenues				
Over (under) expenditures	(3,695)	(3,695)	(6,237)	0.00%
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	-	-	(6,237)	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	(6,237)	0.00%
Net change in fund balance	\$ (3,695)	\$ (3,695)	\$ (6,237)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)		24,481	24,481	
FUND BALANCE, ENDING		\$ 20,786	\$ 18,244	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 10	\$ 10	\$ 150	6.67%
Special Assmnts- Tax Collector	-	-	6,807	0.00%
Special Assmnts- Discounts	-	-	(272)	0.00%
TOTAL REVENUES	10	10	6,685	0.15%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	136	0.00%
Total Administration	-	-	136	0.00%
Right of Way				
R&M-General	-	-	5,000	0.00%
Reserve - Roadways	-	-	1,549	0.00%
Total Right of Way	-	-	6,549	0.00%
TOTAL EXPENDITURES	-	-	6,685	0.00%
Excess (deficiency) of revenues Over (under) expenditures	10	10	-	0.00%
Net change in fund balance	<u>\$ 10</u>	<u>\$ 10</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		37,352	37,352	
FUND BALANCE, ENDING		<u>\$ 37,362</u>	<u>\$ 37,352</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 96	\$ 98	\$ 500	19.60%
Special Assmnts- Tax Collector	-	-	300,625	0.00%
Special Assmnts- Discounts	-	-	(12,025)	0.00%
Gate Bar Code/Remotes	245	245	-	0.00%
TOTAL REVENUES	341	343	289,100	0.12%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	6,013	0.00%
Misc-Credit Card Fees	10	10	120	8.33%
Total Administration	10	10	6,133	0.16%
Right of Way				
Contracts-Security Services	14,902	14,902	160,000	9.31%
Contracts-Pest Control	20	20	240	8.33%
Communication - Teleph - Field	175	175	3,000	5.83%
Insurance - General Liability	931	931	855	108.89%
R&M-General	1,470	1,470	21,760	6.76%
R&M-Gate	-	-	10,000	0.00%
R&M-Streetlights	4,269	4,269	52,000	8.21%
Reserve - Roadways	-	-	44,112	0.00%
Total Right of Way	21,767	21,767	291,967	7.46%
TOTAL EXPENDITURES	21,777	21,777	298,100	7.31%
Excess (deficiency) of revenues Over (under) expenditures	(21,436)	(21,434)	(9,000)	0.00%
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	-	-	(9,000)	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	(9,000)	0.00%
Net change in fund balance	\$ (21,436)	\$ (21,434)	\$ (9,000)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)		345,554	345,554	
FUND BALANCE, ENDING		\$ 324,120	\$ 336,554	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 18	\$ 18	\$ 300	6.00%
Special Assmnts- Tax Collector	-	-	16,152	0.00%
Special Assmnts- Discounts	-	-	(646)	0.00%
TOTAL REVENUES	18	18	15,806	0.11%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	323	0.00%
Misc-Credit Card Fees	-	-	10	0.00%
Total Administration	-	-	333	0.00%
Right of Way				
Communication - Teleph - Field	125	125	1,450	8.62%
Insurance - General Liability	343	343	317	108.20%
R&M-General	-	-	1,000	0.00%
R&M-Gate	-	-	3,800	0.00%
R&M-Streetlights	471	471	5,800	8.12%
Reserve - Roadways	-	-	3,106	0.00%
Total Right of Way	939	939	15,473	6.07%
TOTAL EXPENDITURES	939	939	15,806	5.94%
Excess (deficiency) of revenues Over (under) expenditures	(921)	(921)	-	0.00%
Net change in fund balance	<u>\$ (921)</u>	<u>\$ (921)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		69,066	69,066	
FUND BALANCE, ENDING		<u>\$ 68,145</u>	<u>\$ 69,066</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ -	\$ -	\$ -	0.00%
Special Assmnts- Tax Collector	-	-	235,000	0.00%
Special Assmnts- Discounts	-	-	(9,400)	0.00%
TOTAL REVENUES	-	-	225,600	0.00%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	4,700	0.00%
Total Administration	-	-	4,700	0.00%
Right of Way				
R&M-Streetlights	8,473	8,473	105,000	8.07%
Reserve - Roadways	-	-	7,967	0.00%
Total Right of Way	8,473	8,473	112,967	7.50%
TOTAL EXPENDITURES	8,473	8,473	117,667	7.20%
Excess (deficiency) of revenues Over (under) expenditures	(8,473)	(8,473)	107,933	0.00%
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	-	-	107,933	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	107,933	0.00%
Net change in fund balance	\$ (8,473)	\$ (8,473)	\$ 107,933	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)		2,069	2,069	
FUND BALANCE, ENDING		\$ (6,404)	\$ 110,002	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 5	\$ 5	\$ 90	5.56%
Special Assmnts- Tax Collector	-	-	7,778	0.00%
Special Assmnts- Discounts	-	-	(311)	0.00%
TOTAL REVENUES	5	5	7,557	0.07%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	156	0.00%
Total Administration	-	-	156	0.00%
Right of Way				
R&M-Streetlights	416	416	4,999	8.32%
Reserve - Roadways	-	-	2,402	0.00%
Total Right of Way	416	416	7,401	5.62%
TOTAL EXPENDITURES	416	416	7,557	5.50%
Excess (deficiency) of revenues Over (under) expenditures	(411)	(411)	-	0.00%
Net change in fund balance	<u>\$ (411)</u>	<u>\$ (411)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		18,105	18,105	
FUND BALANCE, ENDING		<u>\$ 17,694</u>	<u>\$ 18,105</u>	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2020

ACCOUNT DESCRIPTION	OCT-20 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Interest - Investments	\$ 57	\$ 57	\$ 800	7.13%
Special Assmnts- Tax Collector	-	-	25,926	0.00%
Special Assmnts- Discounts	-	-	(1,037)	0.00%
TOTAL REVENUES	57	57	25,689	0.22%
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	-	-	519	0.00%
Misc-Credit Card Fees	-	-	25	0.00%
Total Administration	-	-	544	0.00%
Right of Way				
Communication - Teleph - Field	-	-	1,150	0.00%
Insurance - General Liability	392	392	349	112.32%
R&M-General	-	-	4,401	0.00%
R&M-Drainage	-	-	3,000	0.00%
R&M-Gate	405	405	5,000	8.10%
Misc-Internet Services	121	121	1,272	9.51%
Reserve - Roadways	-	-	9,973	0.00%
Total Right of Way	918	918	25,145	3.65%
TOTAL EXPENDITURES	918	918	25,689	3.57%
Excess (deficiency) of revenues Over (under) expenditures	(861)	(861)	-	0.00%
Net change in fund balance	<u>\$ (861)</u>	<u>\$ (861)</u>	<u>\$ -</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2020)		211,679	211,679	
FUND BALANCE, ENDING		<u>\$ 210,818</u>	<u>\$ 211,679</u>	

**Westchase
Community Development District**

Supporting Schedules

October 31, 2020

Cash & Investment Report
October 31, 2020

<u>ACCOUNT NAME</u>	<u>DATE OPENED</u>	<u>MATURITY</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
CLEARING FUND					
Public Funds Checking		n/a	CenterState Bank	n/a	\$ 888,209
Certificate of Deposit-3385	5-18-15	5/18/2021	CenterState Bank	2.01%	36,543
Certificate of Deposit-6423	6-19-15	6/19/2021	CenterState Bank	2.01%	36,503
Certificate of Deposit-4544	7-20-15	7/20/2021	CenterState Bank	2.01%	36,388
36 months Subtotal					<u>109,435</u>
Money Market Account	5-07-12	n/a	CenterState Bank	0.31%	<u>4,115,155</u>
Subtotal					<u>5,112,800</u>
Total					<u><u>\$ 5,112,799</u></u>

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

(2) The two former uninsurable accounts have matured and were deposited to the money market account.

Westchase CDD

Bank Reconciliation

Bank Account No. 1160 CenterState Bank
Statement No. OCT-2020
Statement Date 10/31/2020

G/L Balance (LCY)	888,209.26	Statement Balance	901,657.84
G/L Balance	888,209.26	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	901,657.84
Subtotal	888,209.26	Outstanding Checks	13,448.58
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	888,209.26	Ending Balance	888,209.26
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/22/2020	Payment	10080	SIMPLE COMMUNICATIONS	31.33	0.00	31.33
10/28/2020	Payment	10081	AG OUTSHINES LLC	2,855.65	0.00	2,855.65
10/28/2020	Payment	10082	ARETE INDUSTRIES	2,160.00	0.00	2,160.00
10/28/2020	Payment	10083	CHOO-CHOO LAWN EQUIP INC	33.58	0.00	33.58
10/28/2020	Payment	10084	FLORIDA MUNICIPAL INS. TRUST	5,123.18	0.00	5,123.18
10/28/2020	Payment	10085	OLM INC	1,630.00	0.00	1,630.00
10/28/2020	Payment	10086	RICHARD LEE REPORTING	364.50	0.00	364.50
10/28/2020	Payment	10087	SIMPLE COMMUNICATIONS	787.63	0.00	787.63
10/28/2020	Payment	10088	SITE ONE LANDSCAPE SUPPLY	406.46	0.00	406.46
10/28/2020	Payment	10089	TRIANGLE POOL SERVICE	56.25	0.00	56.25
Total Outstanding Checks.....				13,448.58		13,448.58



CenterState Bank of Florida
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WESTCHASE COMMUNITY DEVELOPMENT DISTRICT
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071-7320

Account Number:
Statement Date: 11/01/20
Checks/Items Enclosed: 46

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SUMMARY OF ALL ACCOUNTS

CHECKING 901,657.84

PUBLIC FUNDS BUS ANALYSIS WESTCHASE COMMUNITY DEVELOPMENT DISTRICT Acct

Beginning Balance	10/01/20	328,194.45	
Deposits / Misc Credits	9	929,138.38	
Withdrawals / Misc Debits	77	355,674.99	
** Ending Balance	10/31/20	901,657.84	**
Service Charge		.00	
Minimum Balance		23,375	
Enclosures		46	

DEPOSITS AND OTHER CREDITS

Date	Deposits	Withdrawals	Activity Description
10/02	38.54		Square Inc/201002P2
10/06	33.68		Square Inc/201006P2
10/13	4.55		Square Inc/201012P2
10/14	77.07		Square Inc/201014P2
10/15	67.36		Square Inc/201015P2
10/21	900,000.00		OCM Transfer From 2653
10/22	101.17		Square Inc/201022P2
10/27	28,782.33		HLLS GENERAL/EXCESS FEE WESTCHASE
10/29	33.68		Square Inc/201029P2



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WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

Account Number:

Statement Date:

11/01/20

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
10/01		3,452.14	IRS/USATAXPYMT
10/01		1,546.68	WESTCHASE COMMUNITY DE
10/02		11,479.60	WESTCHASE CDD/401K WESTCHASE CDD ACH Batch Offset Debit WESTCHASE COMMUN/invoice
10/02		10,758.00	WESTCHASE COMMUNITY DE ACH Batch Offset Debit WESTCHASE COMMUN/payroll WESTCHASE COMMUNITY DE
10/05		2,446.89	CARD ASSETS/PAYMENT ACCOUNT,BILLING
10/05		495.00	UBIQUITY RETIREM/ONLINE401K M62583941464 ANDREW MENDENHALL
10/09		738.80	ACH Batch Offset Debit WESTCHASE COMMUN/board WESTCHASE COMMUNITY DE
10/13		122.40	IRS/USATAXPYMT
10/13		30.60	WESTCHASE COMMUNITY DE IRS/USATAXPYMT
10/14		1,563.90	WESTCHASE COMMUNITY DE WESTCHASE CDD/401K WESTCHASE CDD
10/15		10,659.91	ACH Batch Offset Debit WESTCHASE COMMUN/payroll WESTCHASE COMMUNITY DE
10/15		150.14	VERIZON WIRELESS/PAYMENTS 0000000024226654000001
10/16		4,714.50	ACH Batch Offset Debit WESTCHASE COMMUN/bonus WESTCHASE COMMUNITY DE
10/16		3,321.03	IRS/USATAXPYMT WESTCHASE COMMUNITY DE



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WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

Account Number:

Statement Date:

11/01/20

----- MISCELLANEOUS DEBITS -----			
Date	Deposits	Withdrawals	Activity Description
10/16		865.10	SAMS BRC/PAYMENT 6046002021607378
10/16		23.83	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMM DEV DIS
10/16		23.39	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMMUNITY AS
10/16		21.54	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMMUNITY AS
10/16		19.76	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMMUNITY AS
10/16		19.14	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMMUNITY AS
10/19		2,821.00	IRS/USATAXPYMT WESTCHASE COMMUNITY DE
10/20		1,602.47	BRIGHT HOUSE NET/CABLE TV WESTCHASE *CDD
10/21		136.85	PAYMNT FOR LOWES/LOWESTLPAY 99006370961
10/22		16,852.88	TECO/PEOPLE GAS/UTILITYBIL WESTCHASE COMM DEV DIS
10/22		193.48	STAPLES/PAYMENT WESTCHASE CDD SALLY CH
10/28		1,571.59	WESTCHASE CDD/401K WESTCHASE CDD
10/28		33.29	FLA DEPT REVENUE/C01 WESTCHASE COMMU
10/29		9,969.16	ACH Batch Offset Debit WESTCHASE COMMUN/payroll WESTCHASE COMMUNITY DE
10/29		9,772.67	ACH Batch Offset Debit WESTCHASE COMMUN/invoice WESTCHASE COMMUNITY DE



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WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

Account Number:
Statement Date: 11/01/20

MISCELLANEOUS DEBITS

Date	Deposits	Withdrawals	Activity Description
10/29		691.07	HC-WATER/INTERNET 043000093707420 WESTCHASE COMMUNITY DE
10/29		449.37	ACH Batch Offset Debit WESTCHASE COMMUN/payroll mi WESTCHASE COMMUNITY DE

CHECKS

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
10/05	10026	1,750.00	10/15	10046	9,833.33	10/13	10061	500.00
10/06	10029*	803.25	10/16	10047	1,295.00	10/20	10062	98.40
10/02	10031*	11,933.00	10/15	10048	100,383.03	10/27	10063	175.00
10/06	10033*	1,300.00	10/14	10049	675.00	10/23	10064	1,110.00
10/06	10034	2,962.05	10/14	10050	60,668.00	10/20	10065	8,399.00
10/13	10035	3,311.00	10/15	10051	5,123.18	10/22	10066	426.77
10/09	10036	39.88	10/14	10052	1,756.06	10/20	10067	650.00
10/08	10037	193.99	10/14	10053	20.00	10/22	10068	240.00
10/13	10038	3,762.50	10/14	10054	1,750.00	10/21	10069	84.13
10/13	10039	2,033.80	10/19	10055	6,007.44	10/22	10070	127.50
10/09	10040	2,500.00	10/22	10056	29.00	10/23	10071	2,500.00
10/05	10041	8,051.68	10/26	10057	1,630.00	10/22	10072	3,265.55
10/07	10042	480.00	10/14	10058	121.16	10/29	10077*	375.00
10/08	10043	673.50	10/14	10059	8,000.00	10/29	10078	48.00
10/06	10044	1,545.00	10/14	10060	1,545.00	10/27	10079	768.91
10/22	10045	184.70						



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WESTCHASE COMMUNITY DEVELOPMENT DISTRICT

Account Number:
Statement Date: 11/01/20

DAILY BALANCE SUMMARY					
Date	Balance	Date	Balance	Date	Balance
10/01	323,195.63	10/13	255,361.46	10/22	901,935.89
10/02	289,063.57	10/14	179,339.41	10/23	898,325.89
10/05	276,320.00	10/15	53,257.18	10/26	896,695.89
10/06	269,743.38	10/16	42,953.89	10/27	924,534.31
10/07	269,263.38	10/19	34,125.45	10/28	922,929.43
10/08	268,395.89	10/20	23,375.58	10/29	901,657.84
10/09	265,117.21	10/21	923,154.60		

Payment Register by Fund
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Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND (001) - 001								
001	10033	10/01/20	A & B AQUATICS	2023431	Shires Pond/Rplc aeration pump motor 3/4 hp	R&M-Fountain	546032-53801	\$1,300.00
001	10034	10/01/20	AG OUTSHINES LLC	001179	WPV Parks/Pressure Wash 22,785 s/f	R&M-Walls and Signage	546106-53901	\$2,962.05
001	10035	10/01/20	DECORATING ELVES INC	19853	DEPOSIT-Holiday Lights/Decor	52% Holiday Lighting/Decor	549027-53901	\$1,716.56
001	10036	10/01/20	FED EX	7-130-12013	9/15/20 FEDEX	Postage and Freight	541006-51301	\$39.88
001	10037	10/01/20	HOME DEPOT	090420-6845	HD CC PURCH 8/12-8/13/20	R&M-General	546001-53901	\$193.99
001	10038	10/01/20	JMT	12-162439	GEN ENG 07/26-08/22/20	ProfServ-Engineering	531013-51501	\$3,762.50
001	10040	10/01/20	PETER MCMORROW	122131	emergency tree removal Linebaugh	R&M-Grounds	546037-53901	\$2,500.00
001	10042	10/01/20	SIMPLE COMMUNICATIONS TECH	6939-VZW	Satellite/VZW Data Plan 02/13/18-09/13/20	back pay cell plan for satellite	546041-53901	\$480.00
001	10043	10/01/20	TIMES PUBLISHING CO	0000109094	NOTICE OF FY21 MEETINGS	Legal Advertising	548002-51301	\$673.50
001	10044	10/01/20	TKOT ENTERPRISES, LLC	161769	Sept 2020 Janitorial Svc	Cleaning Services	551008-53901	\$550.00
001	10044	10/01/20	TKOT ENTERPRISES, LLC	161932	Sept 2020/Addtl for incr in svc area/rstrms	JanPro Cleaning restrooms	546001-57208	\$995.00
001	10046	10/08/20	A & B AQUATICS	2023582	10/20 AQUATIC MAINT	Contracts-Lake and Wetland	534021-53801	\$9,833.33
001	10047	10/08/20	AVENTURA NURSERY	42786	PLANTS	R&M-Grounds	546037-53901	\$1,295.00
001	10048	10/08/20	DAVEY TREE EXPERT CO	914793945	JULY LANDSCAPE SRVC	Contracts-Landscape	534050-53901	\$46,434.00
001	10048	10/08/20	DAVEY TREE EXPERT CO	914888819	July Irr rprs and plant enhncmnts	R&M-Irrigation	546041-53901	\$2,141.69
001	10048	10/08/20	DAVEY TREE EXPERT CO	914888819	July Irr rprs and plant enhncmnts	R&M-Grounds	546037-53901	\$565.00
001	10048	10/08/20	DAVEY TREE EXPERT CO	915077488	OCT LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$46,434.00
001	10048	10/08/20	DAVEY TREE EXPERT CO	915073607	09/21 IRRIGATION RPRS	R&M-Irrigation	546041-53901	\$4,808.34
001	10049	10/08/20	DAVID M JOHNSON	092320	STUMP REMOVALS	R&M-Grounds	546037-53901	\$675.00
001	10050	10/08/20	EGIS INSURANCE ADVISORS	12219	10/01/20-10/01/21 #100120756	Insurance - General Liability	545002-51301	\$48,978.00
001	10050	10/08/20	EGIS INSURANCE ADVISORS	12220	10/1/20-10/01/21 WC100120756	Payroll-Benefits	512010-53901	\$11,690.00
001	10051	10/08/20	FLORIDA MUNICIPAL INS. TRUST	FH0754-100520	OCT HLTH INSURANCE	Payroll-Benefits	512010-53901	\$5,123.18
001	10052	10/08/20	HILLSBOROUGH COUNTY	40167	SEPT SECURITY SERVICES	Contracts-Police	534031-53901	\$1,756.06
001	10054	10/08/20	MARK LANE TONNY	762003	2nd & final pymt/Firehouse Sign	R&M-Signage	546085-53901	\$1,750.00
001	10056	10/08/20	NETWORK FACTOR INC	111758	OCT 2020 PHONE SERVICE	Communication - Teleph - Field	541005-53901	\$29.00
001	10057	10/08/20	OLM INC	36852	09/24 LANSCAPE INSPECTION	Contracts-Other Services	534033-53901	\$1,630.00
001	10058	10/08/20	QUALITY POWER	486790	5/2020 Fuel pump/base/fan housing/air filter	R&M-Equipment	546022-53901	\$121.16
001	10059	10/08/20	TEE TEE BEE, INC.	2289	Paint Sidewalk & Tunnel	R&M-Sidewalks	546084-53901	\$8,000.00
001	10060	10/08/20	TKOT ENTERPRISES, LLC	162760	OCT 2020 JANITORIAL SRVC	Cleaning Services	551008-53901	\$550.00
001	10060	10/08/20	TKOT ENTERPRISES, LLC	162760	OCT 2020 JANITORIAL SRVC	R&M-General	546001-57208	\$995.00
001	10061	10/08/20	TRIANGLE POOL SERVICE	8482	SEPT FOUNTAIN CLEANING	Contracts-Fountain	534023-53801	\$500.00
001	10062	10/15/20	CHOO-CHOO LAWN EQUIP INC	273274	PARTS;SPROCKETS,SYRINGE,61PMM3	R&M-Equipment	546022-53901	\$94.58
001	10062	10/15/20	CHOO-CHOO LAWN EQUIP INC	273289	PARTS;HEX SCREW & WING NUT	R&M-Equipment	546022-53901	\$3.82
001	10063	10/15/20	DEPT ECONOMIC OPPORTUNITY	82838	2020/2021 DISTRICT FILING FEE	Annual District Filing Fee	554007-51301	\$175.00
001	10064	10/15/20	ENVIRONMENTAL SYSTEMS RESEARCH	93910198	Acct 1496150335 FY21 Online license renewal	GIS renewal	549900-53901	\$1,110.00
001	10065	10/15/20	ERIN MCCORMICK LAW PA	10458	General Counsel 9/8 thru 10/6/20.	ProfServ-Legal Services	531023-51401	\$8,399.00
001	10066	10/15/20	FIS OUTDOOR	03773523-001	Irrigation/DRAIN TECH 6" & Grates	R&M-Irrigation	546041-53901	\$426.77
001	10068	10/15/20	GARCIA PLUMBING, INC	7470	ANNUAL BACKFLOW TESTING	R&M-Equipment	546022-53901	\$240.00
001	10069	10/15/20	HILLSBOROUGH COUNTY PUBLIC WOR	7940	9/28/20 300 Yd Wood Waste #31551891	Utility - General	543001-53901	\$84.13
001	10070	10/15/20	NETWORK FACTOR INC	111774	Svc Call-Connected Main Network Lnk	Op Supplies - General	552001-53901	\$127.50
001	10071	10/15/20	PETE'S TREE	356951	Cut back August 5	R&M-Grounds	546037-53901	\$2,500.00

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001	10072	10/15/20	TIMES PUBLISHING CO	000093074-0708	07/08 O&M ASSESSMENTS AD	Legal Advertising	548002-51301	\$3,265.55
001	10077	10/22/20	A SUPERIOR	6690	Radcliff/Rprd rocking W/C	R&M-General	546001-57208	\$375.00
001	10078	10/22/20	HUGHES EXTERMINATORS INC	39953555	10/15 OFFICE PEST & RODENT CONTROL	Contracts-Pest Control	534125-53901	\$48.00
001	10079	10/22/20	PALMDALE OIL COMPANY, INC	1424656	FUEL FOR ACCT 80180172	Fuel, Gasoline and Oil	540004-53901	\$768.91
001	10080	10/22/20	SIMPLE COMMUNICATIONS TECH	7542VZW	10/01-10/31/20 Satellite/VZW Data Plan	R&M-Irrigation	546041-53901	\$20.00
001	10080	10/22/20	SIMPLE COMMUNICATIONS TECH	7543VZW	09/14/20-09/30/20 Satellite/VZW Data Plan	R&M-Irrigation	546041-53901	\$11.33
001	10081	10/28/20	AG OUTSHINES LLC	001192	PRESSURE WASHING	R&M-Walls and Signage	546106-53901	\$2,136.68
001	10082	10/28/20	ARETE INDUSTRIES	CS/2020/6277	Re-polish fire station sign on Countryway	R&M-Signage	546085-53901	\$2,160.00
001	10083	10/28/20	CHOO-CHOO LAWN EQUIP INC	274915	Part 61PMM3 55 (Qty 2)	R&M-Equipment	546022-53901	\$33.58
001	10084	10/28/20	FLORIDA MUNICIPAL INS. TRUST	FH0754-102120	OCT 2019 HLTH INSURANCE	Prepaid Items	155000-53901	\$5,123.18
001	10085	10/28/20	OLM INC	36983	10/22 LANDSCAPE INSPECTION	Contracts-Other Services	534033-53901	\$1,630.00
001	10086	10/28/20	RICHARD LEE REPORTING	7764	10/6/20 MTG RECORDED SERVICE	ProfServ-Recording Secretary	531036-51301	\$364.50
001	10087	10/28/20	SIMPLE COMMUNICATIONS TECH	7554-CRS	ANNUAL CELL ROUTER SUPPORT	R&M-Irrigation	546041-53901	\$36.00
001	10087	10/28/20	SIMPLE COMMUNICATIONS TECH	7557	New satellite cell transmitter	R&M-Irrigation	546041-53901	\$720.96
001	10087	10/28/20	SIMPLE COMMUNICATIONS TECH	7555VZW	OCT Satellite/VZW Data Plan 75157938	R&M-Irrigation	546041-53901	\$20.00
001	10087	10/28/20	SIMPLE COMMUNICATIONS TECH	7556VZW	09/15-09/30/20 Satellite/VZW Data Plan	R&M-Irrigation	546041-53901	\$10.67
001	10088	10/28/20	SITE ONE LANDSCAPE SUPPLY	104199041-001	WATER PUMP & FIRE ANT BAIT	R&M-Irrigation	546041-53901	\$414.76
001	10088	10/28/20	SITE ONE LANDSCAPE SUPPLY	104199041-001	WATER PUMP & FIRE ANT BAIT	Discount	546041-53901	(\$8.30)
001	10089	10/28/20	TRIANGLE POOL SERVICE	92069	INSTALL NEW SPLASH PAD TUBING	R&M-Fountain	546032-53801	\$56.25
001	DD4489	10/02/20	INFRAMARK, LLC - ACH	55373 ACH	SEPT MNGT SRVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$9,445.75
001	DD4489	10/02/20	INFRAMARK, LLC - ACH	55373 ACH	SEPT MNGT SRVCS	Postage and Freight	541006-51301	\$28.00
001	DD4489	10/02/20	INFRAMARK, LLC - ACH	55373 ACH	SEPT MNGT SRVCS	Printing and Binding	547001-51301	\$5.85
001	DD4489	10/02/20	INFRAMARK, LLC - ACH	55373 ACH	SEPT MNGT SRVCS	ProfServ-Dissemination Agent	531012-51301	\$2,000.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	Tree permits	546037-53901	\$163.30
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	New battery for handheld	546041-53901	\$180.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	backup battery for irrigation	546041-53901	\$59.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	1andl.com	551002-53901	\$11.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	8/14/20 debris removal Gaston Tree	546037-53901	\$425.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	8/17/20 debris removal Gaston Tree	546037-53901	\$425.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	Insect IQ/Yellow jacket removal	546001-53901	\$325.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	Insect IQ/Yellow Jacket Removal WPV	546001-53901	\$325.00
001	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	fuel for tools	540004-53901	\$13.50
001	DD4517	10/16/20	BOCC - ACH WATER	091520-0000 ACH	08/12/20-09/10/20 WATER UTILITIES	Utility - General	543001-53901	\$401.68
001	DD4517	10/16/20	BOCC - ACH WATER	091520-0000 ACH	08/12/20-09/10/20 WATER UTILITIES	Utility - Reclaimed Water	543028-53901	\$233.74
001	DD4518	10/16/20	DECIMAL, INC. - ACH	100120 ACH	ACH PD 10/2/20	Deferred Compensation-Current	235000	\$1,546.68
001	DD4519	10/16/20	DECIMAL, INC. - ACH	101320	ACH P/D 10/16/20	Deferred Compensation-Current	235000	\$1,563.90
001	DD4520	10/16/20	STAPLES CREDIT PLAN - ACH	092920-4315 ACH	HP 27 LED; POST-ITS; Clr Acrylic (Sept)	Office Supplies	551002-53901	\$193.48
001	DD4521	10/16/20	VERIZON FLORIDA LLC - ACH	9863440696 ACH	08/24-09/23/20 24226540-00001	Communication - Teleph - Field	541005-53901	\$150.14
001	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	OFFICE	541005-53901	\$169.97
001	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	BAYBRIDGE	549031-57208	\$204.00
001	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	GLENCLIFF	549031-57208	\$204.00
001	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	WEST PARK VILLAGE	549031-57208	\$204.00
001	DD4523	10/19/20	LOWE'S	100220-0961 ACH	LOWES: 9/8/20-9/28/2020 purchases	R&M-General	546001-53901	\$136.85

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001	DD4543	10/29/20	INFRAMARK, LLC - ACH	56537 ACH	OCT MANAGEMENT SRVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$9,738.17
001	DD4543	10/29/20	INFRAMARK, LLC - ACH	56537 ACH	OCT MANAGEMENT SRVCS	Postage and Freight	541006-51301	\$34.50
001	DD4544	10/15/20	DECIMAL, INC. - ACH	102720 ACH	ACH PD 10/30/20	Deferred Compensation-Current	235000	\$1,571.59
001	DD4545	10/15/20	TECO - ACH	092420 ACH	08/20-09/18/20 ELECTRIC UTILITIES	Utility - General	543001-53901	\$107.66
001	DD4546	10/01/20	TECO - ACH	082520 ACH OCTOBER	07/21-08/19/20 ELECTRIC UTILITIES	Utility - General	543001-53901	\$125.43
001	DD4571	10/22/20	BOCC - ACH WATER	101520-0000 ACH	09/10/20-10/09/20 WATER UTILITIES	Utility - General	543001-53901	\$424.96
001	DD4571	10/22/20	BOCC - ACH WATER	101520-0000 ACH	09/10/20-10/09/20 WATER UTILITIES	Utility - Reclaimed Water	543028-53901	\$230.93
001	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	Utility - General	543001-53901	\$1,247.01
001	DD4574	10/30/20	SAM'S CLUB - ACH	092520-7378 ACH	SAMS CC purch/toilet tissue 9.21.20	Op Supplies - General	552001-53901	\$865.10
001	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	OFFICE	541005-53901	\$169.97
001	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	BAYBRIDGE	549031-57208	\$204.00
001	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	GLENCLIFF	549031-57208	\$204.00
001	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	WEST PARK VILLAGE	549031-57208	\$204.00
Fund Total								\$272,372.27

GENERAL FUND - HARBOR LINKS (002) - 002

002	10035	10/01/20	DECORATING ELVES INC	19853	DEPOSIT-Holiday Lights/Decor	HL 26% Holiday Lighting/Decor	546001-53901	\$878.47
002	10039	10/01/20	MO'ZART DESIGNS	20-5242	9/18/20 (2)DC-1000 Battery Back up	R&M-Gate	546034-53901	\$986.30
002	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	cell for the Radcliff	546034-53901	\$37.95
002	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	cell for the Peabody	546034-53901	\$47.95
002	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	solar lights for Radcliff entrance	546001-53901	\$290.00
002	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	PEABODY	541005-53901	\$125.07
002	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	RADCLIFF	541005-53901	\$125.07
002	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	Electricity - Streetlighting	543013-53901	\$439.96
002	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	PEABODY	541005-53901	\$125.07
002	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	RADCLIFF	541005-53901	\$125.07
Fund Total								\$3,180.91

GENERAL FUND - THE ENCLAVE (003) - 003

003	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$1,513.39
Fund Total								\$1,513.39

GENERAL FUND - SAVILLE ROW (004) - 004

004	10039	10/01/20	MO'ZART DESIGNS	20-5188	Saville Rowe/10 Gate Transmitters	R&M-Gate	546034-53901	\$341.25
004	10055	10/08/20	MO'ZART DESIGNS	20-5243	Saville Rowe/Install new phone unit	R&M-Gate	546034-53901	\$4,817.09
004	10055	10/08/20	MO'ZART DESIGNS	20-5268	Saville Rowe/Rplc conduit & wiring	R&M-Gate	546034-53901	\$785.00
004	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	SAVILLE	541005-53901	\$149.97
004	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$23.92
004	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	SAVILLE	541005-53901	\$149.97
Fund Total								\$6,267.20

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GENERAL FUND - THE GREENS (102) - 102								
102	10035	10/01/20	DECORATING ELVES INC	19853	DEPOSIT-Holiday Lights/Decor	Grns 22% Holiday Lighting/Decor	546001-53901	\$715.97
102	10039	10/01/20	MO'ZART DESIGNS	20-5244	Greens/Rplc Battery Back Ups	R&M-Gate	546034-53901	\$260.00
102	10041	10/01/20	SECURITAS SECURITY	E4720040	09/01/20-09/30/20 SECURITY	Contracts-Security Services	534037-53901	\$8,051.68
102	10053	10/08/20	HUGHES EXTERMINATORS INC	37053C	09/10 GREENS PEST & RODENT CONTROL	Contracts-Pest Control	534125-53901	\$20.00
102	10081	10/28/20	AG OUTSHINES LLC	001192	PRESSURE WASHING	Powerwashing Greendale common areas	546001-53901	\$718.97
102	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	mop for Guard House	546001-53901	\$34.99
102	DD4517	10/16/20	BOCC - ACH WATER	091520-0000 ACH	08/12/20-09/10/20 WATER UTILITIES	R&M-General	546001-53901	\$35.18
102	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	GREENS	541005-53901	\$174.51
102	DD4571	10/22/20	BOCC - ACH WATER	101520-0000 ACH	09/10/20-10/09/20 WATER UTILITIES	R&M-General	546001-53901	\$35.18
102	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$4,268.60
102	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	GREENS	541005-53901	\$174.51
Fund Total								\$14,489.59
GENERAL FUND - STONEBRIDGE (103) - 103								
103	10039	10/01/20	MO'ZART DESIGNS	20-5241	9/18/20 Provide & Install Jumper	R&M-Gate	546034-53901	\$105.00
103	DD4490	10/04/20	CARD SERVICES CENTER - ACH	090920-0566 ACH	CC PURCH 8/11/20 THRU 9/9/20	yearly cell service for stonebridge	546034-53901	\$109.20
103	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	STONEBRIDGE	541005-53901	\$125.07
103	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$471.32
103	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	STONEBRIDGE	541005-53901	\$125.07
Fund Total								\$935.66
GENERAL FUND - WEST PARK VILLAGE (323,4,5A,6) (104) - 104								
104	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$8,472.72
Fund Total								\$8,472.72
GENERAL FUND - WEST PARK VILLAGE (324-C5) (105) - 105								
105	DD4572	10/22/20	TECO - ACH	100520-0710 ACH	08/20-09/18/20 ELECTRIC SRVCS	R&M-Streetlights	546095-53901	\$415.98
Fund Total								\$415.98
GENERAL FUND - VINEYARDS (106) - 106								
106	10039	10/01/20	MO'ZART DESIGNS	20-5187	Vineyards/10 Gate Transmitters	R&M-Gate	546034-53901	\$341.25
106	10055	10/08/20	MO'ZART DESIGNS	20-5267	Vineyards/Rcver & Plexiglass Rplcd	R&M-Gate	546034-53901	\$405.35
106	10067	10/15/20	FLORIDA JETCLEAN INC	13850	Vineyards- Drainage Cleanout	R&M-Drainage	546019-53901	\$650.00
106	DD4522	10/19/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601100120 ACH	09/30/20-10/29/20 0050844716-01	VINEYARDS	549031-53901	\$120.81
106	DD4575	10/01/20	BRIGHT HOUSE NETWORKS LLC-ACH	084471601083120 ACH	08/30/20-09/29/20 0050844716-01	VINEYARDS	549031-53901	\$120.81
Fund Total								\$1,638.22

Payment Register by Fund
For the Period from 10/1/20 to 10/31/20
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CLEARING FUND - 800								
800	DD4472	10/02/20	KRISTIAN GUNDERSEN	PAYROLL	October 02, 2020 Payroll Posting			\$608.47
800	DD4473	10/02/20	PATRICK J. MCLANE	PAYROLL	October 02, 2020 Payroll Posting			\$182.85
800	DD4474	10/02/20	DOUGLAS R. MAYS	PAYROLL	October 02, 2020 Payroll Posting			\$2,212.64
800	DD4475	10/02/20	SONJA WHYTE	PAYROLL	October 02, 2020 Payroll Posting			\$1,312.80
800	DD4476	10/02/20	LIVAN SOTO VIEGO	PAYROLL	October 02, 2020 Payroll Posting			\$1,353.29
800	DD4477	10/02/20	DANIEL P. HAWKINS	PAYROLL	October 02, 2020 Payroll Posting			\$581.95
800	DD4478	10/02/20	DANIEL R. WOOLLEY	PAYROLL	October 02, 2020 Payroll Posting			\$641.51
800	DD4479	10/02/20	CRISTIAN A. GUABA	PAYROLL	October 02, 2020 Payroll Posting			\$1,217.98
800	DD4480	10/02/20	CHAD E. FRISCO	PAYROLL	October 02, 2020 Payroll Posting			\$289.51
800	DD4481	10/02/20	KATHERINE A. LAMB	PAYROLL	October 02, 2020 Payroll Posting			\$182.85
800	DD4482	10/02/20	JASON C. BECKMAN	PAYROLL	October 02, 2020 Payroll Posting			\$304.75
800	DD4483	10/02/20	DANIEL R. HEFFRON	PAYROLL	October 02, 2020 Payroll Posting			\$304.75
800	DD4484	10/02/20	JAMES M. SCHNEIDER	PAYROLL	October 02, 2020 Payroll Posting			\$365.71
800	DD4485	10/02/20	JOSEPH H. MAURER	PAYROLL	October 02, 2020 Payroll Posting			\$121.91
800	DD4486	10/02/20	MICHAEL F. MANN	PAYROLL	October 02, 2020 Payroll Posting			\$259.20
800	DD4487	10/02/20	JESSICA L. WEATHERMAN	PAYROLL	October 02, 2020 Payroll Posting			\$634.98
800	DD4488	10/02/20	MICHAEL R. MILILLO	PAYROLL	October 02, 2020 Payroll Posting			\$182.85
800	DD4491	10/09/20	GREGORY L. CHESNEY	PAYROLL	October 09, 2020 Payroll Posting			\$184.70
800	DD4492	10/09/20	JAMES P. MILLS	PAYROLL	October 09, 2020 Payroll Posting			\$184.70
800	DD4493	10/09/20	MATTHEW W. LEWIS	PAYROLL	October 09, 2020 Payroll Posting			\$184.70
800	DD4494	10/09/20	FORREST D. BAUMHOVER	PAYROLL	October 09, 2020 Payroll Posting			\$184.70
800	10045	10/08/20	BRIAN M. ROSS	PAYROLL	October 08, 2020 Payroll Posting			\$184.70
800	DD4495	10/15/20	KRISTIAN GUNDERSEN	PAYROLL	October 15, 2020 Payroll Posting			\$340.73
800	DD4496	10/15/20	PATRICK J. MCLANE	PAYROLL	October 15, 2020 Payroll Posting			\$356.88
800	DD4497	10/15/20	DOUGLAS R. MAYS	PAYROLL	October 15, 2020 Payroll Posting			\$2,248.49
800	DD4498	10/15/20	SONJA WHYTE	PAYROLL	October 15, 2020 Payroll Posting			\$1,330.86
800	DD4499	10/15/20	LIVAN SOTO VIEGO	PAYROLL	October 15, 2020 Payroll Posting			\$1,404.98
800	DD4500	10/15/20	DANIEL P. HAWKINS	PAYROLL	October 15, 2020 Payroll Posting			\$422.25
800	DD4501	10/15/20	DANIEL R. WOOLLEY	PAYROLL	October 15, 2020 Payroll Posting			\$482.41
800	DD4502	10/15/20	CRISTIAN A. GUABA	PAYROLL	October 15, 2020 Payroll Posting			\$1,275.03
800	DD4503	10/15/20	CHAD E. FRISCO	PAYROLL	October 15, 2020 Payroll Posting			\$502.84
800	DD4504	10/15/20	KATHERINE A. LAMB	PAYROLL	October 15, 2020 Payroll Posting			\$182.85
800	DD4505	10/15/20	JASON C. BECKMAN	PAYROLL	October 15, 2020 Payroll Posting			\$182.85
800	DD4506	10/15/20	DANIEL R. HEFFRON	PAYROLL	October 15, 2020 Payroll Posting			\$304.75
800	DD4507	10/15/20	JAMES M. SCHNEIDER	PAYROLL	October 15, 2020 Payroll Posting			\$507.76
800	DD4508	10/15/20	JOSEPH H. MAURER	PAYROLL	October 15, 2020 Payroll Posting			\$396.18
800	DD4509	10/15/20	MICHAEL F. MANN	PAYROLL	October 15, 2020 Payroll Posting			\$177.67
800	DD4510	10/15/20	JESSICA L. WEATHERMAN	PAYROLL	October 15, 2020 Payroll Posting			\$177.67
800	DD4511	10/15/20	MICHAEL R. MILILLO	PAYROLL	October 15, 2020 Payroll Posting			\$365.71
800	DD4512	10/16/20	DOUGLAS R. MAYS	PAYROLL	October 16, 2020 Payroll Posting			\$1,683.75
800	DD4513	10/16/20	SONJA WHYTE	PAYROLL	October 16, 2020 Payroll Posting			\$1,347.00

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Fifth Order of Business

5A.

OPTION AND LAND LEASE AGREEMENT

This Option and Land Lease Agreement ("**Agreement**") is entered into on the Effective Date (as defined below), by and between Westchase Community Development District, a Florida community development district ("**Lessor**") whose address is: Westchase Community Development District, c/o Andrew Mendenhall, District Manager, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, Florida 33544, and Vertex Development, LLC, a Delaware limited liability company, ("**Lessee**"), whose address is 405 South Dale Mabry Highway, Suite 244, Tampa, Florida 33609.

1. OPTION TO LEASE ("OPTION").

(a) Premises.

In consideration of the payment of Three Thousand Dollars (\$3,000.00) (the "**Non-refundable Fee**") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease a portion of the real property described in the attached Exhibit A ("Utility Tract"), on the terms and conditions set forth in this Agreement. The leased premises ("**Premises**") shall consist of approximately four thousand nine hundred (4,900) square feet of space, as indicated in Exhibit B. The Lessor and Lessee agree that the Premises, including any additional non-exclusive Access and Utility Easement(s) ("**Easement**"), as described below, shall be surveyed by a licensed surveyor at the sole cost of Lessee, and such survey description shall be attached to this document as Exhibit "B", and shall become a part of this Agreement, as if initially included, and shall control as the description of the Premises and Easement.

(b) Term and Purpose of the Option.

The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "**Option Period**"). In the event the Option is not exercised within twelve (12) months of the Effective Date, this Agreement shall terminate and become null and void.

If Lessee exercises the Option, then upon the Premises, the Lessee shall be permitted to construct, install, operate and maintain a Wireless Communication Facility ("**WCF**"), as defined below, in accordance with the terms of this Agreement. Lessee may use the Premises only for the construction, installation, operation and maintenance of the WCF.

"WCF" means a single telecommunications tower/support structure and supporting ground equipment, antenna array and related equipment, including, but not limited to, radio transmitting and receiving antennas, communications equipment, connecting cables, coaxial cables, wires, equipment cabinets and/or shelters, back-up power sources (eg, generators), separate power meter, fences, gates, signage and related facilities for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communications facility and related equipment, cables, accessories and improvements. The WCF shall not be considered a fixture to Utility Tract.

The WCF shall be installed at the location approved by the Lessor, as shown on Exhibit B, and shall be subject to all the requirements set forth in this Agreement, including the Use provisions set forth in Section 6. of this Agreement.

(c) Due Diligence.

Lessor makes no representations of any kind with respect to the Premises, its adequacy to support the equipment, or its appropriateness for the intended use. During the Option Period and the term of this Agreement, Lessor will cooperate with and allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, and land use permits, and will allow Lessee to access the Premises to perform surveys, soils tests, radio wave propagation measurements, field strength test, and other engineering procedures or environmental investigations, analyses and studies ("**Studies**") on the Premises necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system design, operations and all required government approvals. Copies of the Reports shall be provided to Lessor within twenty (20) days of completion, and no later than thirty (30) days prior to the commencement of construction. Lessor also agrees to i) reasonably execute any applications required for zoning approvals, land use permits and any documents to cure title defects, and ii) not to interfere with Lessee's efforts to secure such approvals, licenses or authorizations.

Lessee, its agents and contractors, are hereby granted the right, at their sole cost and expense, and with reasonable notification, to enter upon the Lessor's Property and conduct such Studies as Lessee deems necessary, to determine the Premises' suitability for Lessee's intended use. These Studies may be undertaken as Lessee deems necessary or desirable, subject to the requirements of this Agreement (collectively, "**Due Diligence**").

Lessee agrees to release, hold harmless, defend and indemnify Lessor, and its officers, agents, and employees for, from and against all actual or threatened claims, costs and reasonable fees of attorneys and other professionals, demands, orders, losses, lawsuits, liabilities, damages and expenses, whether brought collectively or individually by a governmental authority or any other third party (collectively referred to as "**Losses**") arising from Lessee's negligence or intentional misconduct in connection with Lessee's Studies. Lessee will not allow any mechanic's liens to be attached to the Premises, Utility Tract or any of Lessor's real property, as a result of Lessee's Studies and the associated activities, nor will Lessee allow any damage to Utility Tract, the Premises, or any of Lessor's real property, as a result of its Studies, inspection rights and activities.

In connection with, but not in lieu of, its indemnity obligation as set forth in the preceding paragraph, prior to any entry involving any physical testing, drilling, sampling or other physical disturbance, Lessee will, in addition to obtaining Lessor's written permission, obtain, maintain and provide Lessor, or shall cause any consultant, contractor or other person entering the Premises to obtain, maintain and provide Lessor, with proof of comprehensive general liability insurance in commercially reasonable amounts from a reputable carrier.

Lessee will be deemed to have reviewed all existing conditions and limitations affecting the construction and operation of the WCF (the “**Work**”), including, without limitation, all property lines, utility locations, existing improvements, and property and local conditions as applicable to the Work. If conditions are encountered at the Premises which are subsurface or otherwise concealed physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent to such Work, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed, and in no event will such notice be later than three (3) business days after the first observance of the conditions.

The foregoing indemnity and insurance provision will survive the termination of this Agreement.

Notwithstanding the above, Lessee’s use of the Premises must not interfere with the use of the Premises or Utility Tract by the Lessor and its invitees during the Option Period without the written consent of the Lessor. Furthermore, Lessee may not change the zoning classification of the Lessor’s property, or subject Lessor’s property to any conditions or restrictions, without first obtaining Lessor’s written consent. Lessee shall, at its own expense, return the Lessor’s property, including the Premises, to its current condition if Lessee does not exercise the Option. Furthermore, Lessee will indemnify, defend and hold Lessor harmless, as set forth in Section 15. of this Agreement, for any of Lessor’s activities affecting the Premises or Utility Tract during the Option Period and during the term(s) of the Lease.

(d) Government Approvals and Requirements.

Lessee shall comply at all times with all federal, state, and county laws, rules, regulations and ordinances affecting the permitting, construction, installation, maintenance and use of the WCF and the Premises.

Lessee will be required, at its own cost, to submit for all necessary building and zoning permits, licenses, and approvals from the United States, the State of Florida, Hillsborough County, and any other governing authority (the “**Government Approvals**”). Lessee shall initiate applications for all Government Approvals necessary to construct, install and operate the WCF within Fifteen (15) months after execution of this Agreement and shall diligently pursue securing such Government Approvals. Government Approvals will include the application to the Federal Communications Commission (“**FCC**”) for an FCC Antenna Structure Registration. The Lessee will provide the Lessor with copies of the documents in support of the Government Approvals.

Lessee shall commence construction within Eighteen (18) months of execution of this Agreement and shall diligently pursue completing such construction. The construction shall be completed within Twenty-Two (22) months of the execution of this Agreement. Lessee shall commence and complete the construction in a reasonably expeditious manner, and the duration of construction from start to finish shall not exceed Four (4) Months. Prior to commencing construction, the Lessee will provide Lessor with a redacted executed copy of a lease with an FCC licensed wireless provider. If Lessee does not apply for the Government

Approvals and complete the construction in accord with this subsection, the Lessor may, at its discretion, terminate this Agreement, and the may proceed with leasing the Premises to another party, or may otherwise dispose of the Premises, as it may determine.

Lessor will not lease the Premises to any person or entity other than Lessee during the Option Period or during the term of this Agreement. During the Option Period, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 22. of this Agreement.

2. CHANGES IN PROPERTY DURING OPTION PERIOD. If, during the Option Period, or during the term of the Agreement if the Option is exercised, Lessor decides to subdivide, sell or change the status of the zoning of the Premises or the other real property of Lessor contiguous to the Premises, Lessor shall immediately notify Lessee in writing. Any sale of the Premises shall be subject to Lessee's rights under the Option Agreement. Lessor agrees that during the Option Period, or during the term of the Agreement if the Option is exercised, Lessor shall not initiate or consent to any change in the zoning of the Premises or impose or consent to any zoning change to Utility Tract, or any other restriction, if such zoning change or restriction would prevent or limit Lessee from using the Premises for the uses intended by Lessee as hereinafter set forth in the Agreement.

3. EXERCISE OF THE OPTION. If Lessee exercises the Option, then the Premises shall be Leased by the Lessor to the Lessee, subject to all the conditions and provisions of this Agreement, set forth below. The Premises is located as depicted on Exhibit "B".

4. TERM.

(a) This Agreement shall be effective as of the date of full execution by both parties ("**Effective Date**"). Furthermore, the initial term of this Agreement shall be Ten (10) years from the first day of the month after the date that Lessee exercises its Option (the "**Commencement Date**") and terminating on the tenth annual anniversary of the Commencement Date (the "**Initial Term**"), unless otherwise terminated as provided in Section 14., or extended as set forth in this Agreement. Lessee shall provide Lessor with written notice of its exercise of the Option and Commencement Date, in accordance with Section 22. of this Agreement.

(b) This Term of this Agreement may be extended for Three (3) successive Five (5) year periods (the "**Renewal Terms**") on the terms and conditions as set forth in this Agreement. So long as Lessee is not in default of any terms or conditions, this Agreement shall automatically be extended for each of the Three (3) successive Renewal Terms unless Lessee notifies Lessor, in writing, of its intention not to renew at least One Hundred Eighty (180) days prior to the commencement of the succeeding Renewal Term.

5. LEASE FEE.

(a) Base Fee. Lessee shall pay to Lessor an annual lease fee ("Fee"), payable annually in advance, on the Commencement Date, and on the same calendar date for each subsequent year

of the Term. The initial Fee shall be Twenty-One Thousand and no/100ths Dollars (\$21,000.00). The Fee will be mailed to Lessor at the address listed in Section 22.; however, the Lessor may designate in writing, at least thirty (30) days in advance of any Fee due, another such person, firm, or place for Fee to be delivered. Lessor shall provide Lessee with a complete and fully executed Internal Revenue Service Form W-9 and any other corporate documentation to verify Lessor's interest in and right to receive payments under this Agreement.

(b) Escalation of Base Fee. The Fee for the second year of the Initial Term shall be increased by Three Percent (3%), and thereafter each succeeding year of the Initial Term and any Renewal Terms shall have a like percentage increase to be paid commencing on the anniversary of the Commencement Date. The Fee for the Renewal Terms shall be payable in the same manner as the annual rental for the Initial Term.

(c) Co-location Fee. Lessee shall allow co-locating wireless communication carriers ("**Sublessees**") to co-locate on Lessee's WCF. Beginning with the second (2nd) "**Sublessee**" (a PCS A-F license holder), and every Sublessee thereafter that subleases space on the WCF, Lessee shall pay to Lessor an additional Five Hundred and no/100th Dollars (\$500.00) per month, or Twenty Percent of the Lessee's net revenue, whichever amount is greater ("**Sublessee Fee**"). The Sublessee Fee shall be paid commencing on the first (1st) day of the month following the completion of the Sublessee's installation on the WCF and shall be prorated until the next anniversary of the Commencement Date following the completion of the Sublessee's installation on the WCF, when the Sublessee Fee shall be paid in advance at the same time as the Fee. The Sublessee Fee shall increase Three percent (3%) annually. If at any time, a Sublessee's agreement with Lessee expires or terminates, then no further Sublessee Fee will be paid to the Lessor following such expiration or termination. The Sublessee Fee shall not apply to governmental entities such as municipal governments and/or public safety agencies.

(d) Signing Fee. Lessee has paid Lessor a Fee in the amount of Three Thousand Dollars (\$3,000.00) to offset a portion of the costs for preparation of the Agreement and for the Request for Proposals selection process. An additional Four Thousand Five Hundred Dollars (\$4,500.00) shall be paid by Lessee to Lessor at the time that Lessor exercises the Option and prior to the commencement of any construction activities on the Premises.

(e) Late Fees and Interest. If Lessee fails to pay any of the fees set forth in this Section 5. within five (5) days of the due date, a late fee of One Hundred Dollars (\$100.00) shall be imposed for each such missed payment, and interest on such payment shall continue to accrue after five (5) days of the payment due date at a rate of Eighteen Percent (18%) per annum.

6. USE.

(a) WCF. Lessee may use the Premises only for the purpose of constructing, installing, removing, replacing, maintaining and operating the WCF in substantial compliance with Exhibit "B", and for no other purpose without the prior written consent of the Owner.

(b) The initial installation of the WCF, and any subsequent alteration thereof, shall be performed in a good and workmanlike manner, in compliance with all applicable laws and

regulations, and in accordance with the plans approved by Lessor in accordance with the procedures set forth below.

Prior to commencing the work to install and construct the WCF, or any alteration or modification of the WCF at the Premises after the initial installation (the "**Work**"), Lessee must obtain Lessor's approval of such installation, alteration or modification, which approval shall not be unreasonably conditioned, delayed or withheld. Lessee shall, before commencing any such Work, submit to Lessor all designs and plans showing the intended work (the "**Plans**"), except where Lessee intends merely to replace existing equipment with equipment of substantially the same size, resulting in no appreciable modification to the WCF, and for which no designs or plans exist, in which event a written description of the intended replacement will suffice. The Plans shall include detailed drawings and explanations of the connecting systems for equipment to be installed on the Premises. Lessor shall have aesthetic control over the Premises development. The aesthetic control shall include, but not be limited to, review and approval of all visible equipment and appurtenance designs and specifications, and Premises landscaping and irrigation designs and specifications. Equipment at the base of the WCF that does not exceed the height of the security fence and that is not visible outside of the Premises will not be subject to the review of the Lessor. The precise location of Lessee's equipment, facilities and improvements and Sublessees' equipment, facilities and improvements (if any) on the Premises shall be shown on Plans. Lessor shall review the Plans and return any written comments to Lessee within thirty (30) calendar days of Lessor's receipt of the Plans from Lessee. If Lessee receives comments from Lessor requiring modifications to the Plans or description, Lessee shall revise the Plans and description and resubmit them for Lessor's review and approval. Following Lessor's approval of the Plans, Lessee shall obtain all necessary government approvals and permits prior to commencing Work, and shall provide Lessor with written notice a minimum of thirty (30) calendar days in advance of the start of Work. In the event that Lessor and Lessee do not agree on Plans for the Work and the Lessor does not approve the Plans, either party may terminate this Agreement by giving notice to the other party. In the event that a Sublessee intends to access the Premises to perform any Work, the Sublessee shall provide written notice to Lessor a minimum of thirty (30) calendar days in advance of such Work. Any Work performed by any Sublessee shall comply with all requirements of this Agreement to the same extent as Work performed by Lessee.

At the completion of each day of Work, Lessee, or Lessee's or Sublessee's contractors or employees shall ensure that the Premises is cleaned up and secured. The Premises shall not be used by Lessee for any storage purposes other than storage necessary for the construction and use of the WCF.

(c) Access and Utility Easements. Lessor shall grant to Lessee a non-assignable, non-exclusive easement for (i) electric and telephonic utility lines and cables from the public right-of-way to the Premises; and (ii) for access from the public right-of-way to the Premises, in accordance with Exhibit "B". In the event any public utility is unable or refuses to use the non-exclusive easement, Lessor and Lessee shall reasonably cooperate to determine if an additional non-exclusive easement to the Premises may be provided. This non-exclusive easement will automatically extinguish upon termination of this Agreement, subject to Section 11.

Lessee shall, at its own expense extend irrigation and electricity to the Premises. The irrigation controls and electrical outlet(s) shall be located exterior to the fence around the WCF, and may be accessed and utilized by the Lessor. The irrigation and electrical for the Premises shall be separately metered and billed to Lessee, and Lessee shall timely pay for the utility services.

Lessee shall have the right to park its vehicles within Utility Tract when Lessee is constructing, removing, replacing, and/or servicing the WCF, provided such use does not unreasonably interfere with the use of Utility Tract.

(d) Landscaping. In connection with the permitting of the WCF, Lessee will coordinate with the Lessor regarding the required landscaping and irrigation to be installed and maintained within the Premises, around the tower structure. The Lessor will retain the option to install and maintain any landscaping located exterior to the fencing surrounding the tower at Lessee's expense, provided that such landscaping and irrigation is consistent with the required government approvals and permits for the WCF.

(e) Maintenance of Tower and Premises. Lessee shall keep and maintain the Premises in good and neat condition, and in compliance with all permits, government authorizations and all applicable laws, rules and regulations. Lessee will ensure that the tower and the Premises interior to fencing is maintained in good condition. In the event that repairs or maintenance is needed to comply with this Section, Lessor may provide written notice to Lessee and Lessee shall use its best efforts to commence such maintenance and/or repairs within Seven (7) business days of receipt of such notice and to timely complete such repairs and maintenance, acknowledging that time is of the essence.

(f) Taxes. Lessee will pay all personal property taxes assessed against the WCF, and shall pay Lessor the full amount of any real property taxes attributable to the use of the Premises by Lessee, thirty (30) days prior to the due date for payment of such real property taxes. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for the Agreement. The Parties shall reasonably cooperate with one another in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar documentation. Lessor shall timely pay any property taxes and/or assessments against the Property.

7. **RIGHT OF ACCESS.** Lessor shall have a right of access to the exterior of the Premises at all times, to take necessary actions to protect the Premises, Utility Tract, Lessor's Property and the community, to enforce the terms of this Agreement, or for any other purpose. The Lessor shall have the right to access the portion of the Premises interior to the fencing only in cases of emergency or non-compliance with this Agreement, and in the event of an emergency, as determined by Lessor in its sole discretion and judgment, access may occur by Lessor without prior notice to Lessee.

8. **SUBLEASING.** Lessee shall allow wireless communications carriers to sublease all or any portion of the Premises during the Term of this Agreement, for the purpose of allowing a wireless communication carrier to collocate on the WCF, without Lessor's further consent. The Lessee shall ensure that any sublease of any portion of the Premises and/or the WCF requires that the sublessee ("**Sublessee**") provides as follows: (i) the term of the sublease may not extend beyond the Term of this Agreement, and, (ii) all subleases and all Sublessees are, in the same manner as the Lessee, subject to all the terms, covenants, and conditions of this Agreement, and (iii) all Sublessees are Federal Communications Commission (FCC) license holders. Government entities, such as municipal governments and/or public safety agencies, may also sublease a portion of the Premises during the Term of this Agreement, subject to the conditions (i) and (ii) hereinabove.

9. **ASSIGNMENT.**

(a) For a period of Five (5) years after commencement of construction, Lessee shall not assign or transfer the Premises, all or any portion of the WCF located thereon, or its rights under this Agreement, unless approved by the Lessor, which approval of the Lessor may be withheld or conditioned at the Lessor's sole discretion. Subsequent to Five (5) years after the commencement of construction, the Lessee may not assign or transfer the lease of the Premises, or any of its rights under this Agreement, without the approval of the Lessor, which approval may not be unreasonably withheld, delayed or conditioned. Lessor may reasonably withhold its approval of assignment or transfer of the lease of the Premises, and/or any rights under this Agreement, in the event that the proposed assignee or transferee does not assume all of the obligations, requirements and conditions of the Lessee pursuant to this Agreement. Any assignment, transfer or sublease which is not approved in writing by the Lessee shall constitute a default under this Agreement.

(b) Lessor may assign this Agreement, in whole or in part, to any person or entity (i) who or which acquires fee title to the Premises and/or (ii) who or which agrees to be subject to and bound by all provisions of this Agreement. Except for the foregoing, assignment of this Agreement by Lessor must be approved by Lessee, which approval is not to be unreasonably withheld.

(c) Lessee may assign, pledge, mortgage or otherwise encumber its interest in the following to a "**Financing Entity**" as security for any loan or other financing relationship, without the consent of Lessor: (i) in this Agreement, and (ii) in and to all of Lessee's WCF; and (iii) in the personal property owned by Lessee and located at the Premises, and (iv) all subleases by Lessee of all and any portion of the Premises and the rents, issues and profits there from, if any. A Financing Entity may enforce its rights under its leasehold mortgage or other financing documents ("**Leasehold Mortgage**") and acquire title to Lessee's interest in the Premises under this Agreement in any lawful way, and pending foreclosure of such Leasehold Mortgage, take possession of the Premises, and the Premises shall continue to be subject to this Agreement. Notwithstanding anything else set forth herein, if a Financing Entity shall acquire title to Lessee's interest in this Agreement by whatever means, including without limitation by foreclosure or otherwise, then the Financing Entity (i) shall be bound by the same terms and conditions of this

Agreement as Lessee, and/or (ii) may only assign this Agreement in accordance with, and subject to this Agreement.

(d) Further, if Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to the Premises, for the purpose of operating and maintaining a WCF or the management thereof, with or without an assignment of this Agreement to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer, subject to all applicable requirements of Florida law for conveyance of property by a special purpose governmental entity. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Premises or portion thereof to such third person in accordance with the terms and conditions of such third party offer. Lessee's election not to exercise its right of first refusal provided above shall not prejudice Lessee's rights hereunder as to any further or future offer(s) to Lessor.

10. UTILITIES.

(a) Lessee shall have the right, at its expense, to install or improve underground utilities servicing the Premises (including, but not limited to, the installation of emergency power generators, power lines and utility poles, transformers, cable, and fiber optics), in accordance with the Plans approved by the Lessor. Lessee shall, at its sole cost and expense, separately meter and be responsible for all utility services to the Premises, including but not limited to, water, sewer, trash removal, telecommunications and electric (the "**Utilities**"). Lessor agrees to reasonably cooperate with Lessee in its efforts to obtain, install and connect the WCF to existing utility service at Lessee's expense, and in accordance with the approved Plans.

(b) Lessee shall restore the surface, maintain the contour/ elevation, and/or replace/repair improvements and landscaping damaged or destroyed resulting from any such utilities being installed on, under or across Lessor's Property.

11. REMOVAL OF WCF. Upon the termination of this Agreement, for any reason, Lessee shall, within ninety (90) days, at its own expense, remove all improvements, personal property and trade fixtures of Lessee and/or its Sublessees, and shall return the Premises to Lessor in substantially the same condition as existed prior to the commencement of construction. Any below ground facilities and foundations shall be removed to Four Feet (4') below grade. The portions of Lessor's parking lot affected by the lease of the Premises shall be restored to its original condition prior to the Lease, including, but not limited to, the restoration of the parking spaces removed and reconfigured as a result of this Agreement. The Lessee shall have a limited easement for the ninety (90) day period following termination of this Agreement in which to enter upon the former leased Premises and complete the removal as contemplated herein. Once the ninety (90) day period has expired, Lessee shall no longer have the right to enter upon the former leased Premises without the prior written consent of Lessor.

Lessee shall obtain and maintain in effect throughout the term of this Agreement, and until the removal of the WCF is completed, a removal bond naming the Lessor as obligee, in a form approved by the Lessor, issued by a surety company authorized to do business in Florida, in an amount equal to the estimated cost of removal of all improvements, personal property and trade fixtures of Lessee and/or its Sublessees, as set forth in this Section. Lessee shall also supply evidence satisfactory to the Lessor that the party issuing the bond has the authority to bind the issuing surety company. The bond shall be issued by a surety rated A or better by Best's Rating or equivalent. In lieu of providing such bond, the Lessee may provide a refundable deposit to the Lessor for the estimated amount of removing the WCF, including all improvements, personal property and trade fixtures. Such deposit shall be refunded, or the bond released, within Thirty (30) days of restoration of the Premises as set forth in this Section.

12. INSURANCE.

(a) Lessee, and any Sublessee, shall, at its sole cost, obtain and maintain through the term of this Agreement, the following insurance:

- a. Commercial General Liability insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence/Three Million Dollars (\$3,000,000) aggregate;
- b. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than One Million Dollars (\$1,000,000) per occurrence;
- c. Workers Compensation providing the statutory benefits;
- d. Employers Liability insurance of not less than One Million Dollars (\$1,000,000).

Insurance policies shall name Lessor, its officers, agents and employees as an additional insured, and contain same in a policy endorsement. Additionally, a clause shall be noted in favor of Lessor stating that the policy shall not be cancelled or modified without thirty (30) days prior notice to Lessor. The insurance limits set forth above will be adjusted from time to time in accordance with the limits customarily maintained in the industry for similar properties in similar locations, provided the insurance limits will never be less than those set forth here. If Lessee or any Sublessee fails to procure and maintain the insurance required by this Section, Lessor may, but will not be required to, procure and maintain the insurance with notice to Lessee, and at the expense of Lessee, which expense will be paid upon demand. Lessee shall provide to Lessor annually, any renewal certificates of insurance for itself and its Sublessees, with the proper endorsements and clauses indicated above for the current year of operations.

(b) Lessor hereby agrees that at all times during which Lessor, or its successors, assignees, licensees, or lessees, use the Lessor's Property for commercial purposes (excluding Lessee's use as contemplated herein), Lessor shall, at its own cost and expense, maintain commercial general liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000) insuring against liability for personal injury, death or damage to personal property.

(c) The Lessee's and any Sublessee's Commercial General Liability insurance shall be primary with respect to any liability insurance maintained by the Lessor. Lessee and any Sublessee shall cause waiver of subrogation endorsements to be issued in favor of Lessor with respect to its Workers Compensation Insurance and Commercial General Liability insurance policies.

13.ACCEPTANCE OF PREMISES AS IS; ENVIRONMENTAL ISSUES AND REMEDIATION.

(a) To the knowledge of Lessor's current employees, Lessor has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and, to the best of the knowledge of Lessor's current employees, no action, suit, proceeding, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Lessor or regarding the Premises or Utility Tract alleging any failure to so comply. Thus, Lessee accepts the Premises "as is, where is, with all its faults". Lessee acknowledges that prior to entering into the Agreement it has had the opportunity to conduct its own environmental audit of the Premises and has made a fully informed decision to proceed.

(b) If at any time during the Term of this Agreement, either Party or any Sublessee creates or causes a spill of any pollutants or environmentally hazardous materials, or initiates any other environmental incident that requires remediation, repair, mitigation or clean-up, as defined by any law, statute, ordinance or rule that may be in existence at the time of its discovery or detection, the responsible Party shall, at its own cost and expense, remediate, repair, mitigate or clean-up the pollutants, environmentally hazardous materials, or any other environmental incident. Each Party further agrees to remediate, repair, mitigate or clean-up the pollutants, environmentally hazardous materials, or any other environmental incident at its own cost and expense even if the discovery or detection occurs after the termination of this Agreement. The Lessee shall be responsible for any remediation, repair, mitigation or clean-up which is required due to a spill of any pollutants or environmentally hazardous materials, or due to any other environmental incident caused by any Sublessee.

14. DEFAULT AND TERMINATION.

If Lessee defaults in the performance of any covenant or agreement herein, and such default continues for thirty (30) days after receipt by Lessee of written notice thereof from the Lessor (or if such default continues for ten (10) days in the case of any failure to maintain the Premises), or if the default of Lessee or any Sublessee is a type which cannot reasonably be cured within thirty (30) days (or cured within ten (10) days in the case of maintenance of the Premises), if Lessee has not commenced to cure said default within said thirty (30) day period (or ten (10) day period in the case of maintenance), and does not thereafter diligently prosecute the curing of said default to completion, then upon thirty (30) days written notice (or ten (10) days written notice in the case of maintenance), Lessor may terminate this Agreement. Lessee agrees to reimburse the Lessor for all costs associated with the enforcement of the Agreement, including, but not limited to, all attorneys' fees and court costs. Lessor's right to terminate shall be cumulative and not in lieu of all other remedies available to the District at law or in equity, which remedies include, but are not limited to specific performance and injunctive relief.

Failure by Lessee to secure and maintain at least one (1) wireless communications carrier to install and operate antennae on the WCF, which failure continues for more than Three Hundred Sixty Five (365) Calendar Days, shall constitute a default.

Should Lessor default in the performance of any covenant or agreement herein, and such default continue for thirty (30) days after receipt by Lessor of written notice thereof from Lessee, or if the default of Lessor is a type which cannot reasonably be cured within thirty (30) days, if Lessor has not commenced to cure said default within the thirty (30) day period and does not thereafter diligently prosecute the curing of the default to completion, then upon thirty (30) days written notice, Lessee may terminate this Agreement.

Lessee may terminate this Agreement at any time, by giving written notice thereof to Lessor if, (a) after using Lessee's best efforts, Lessee cannot obtain any governmental certificates, permits, leases or other approvals (collectively and individually, "Government Approvals") required and/or any easements required from any third party, or (b) despite Lessee's best efforts, a necessary Government Approval is canceled, terminated, expired or lapsed. Upon termination of this Agreement, Lessor shall be entitled to retain any prepaid fee(s), if any, unless such termination is a result of Lessor's default at which time Lessor shall be required to return and/or repay such prepaid fee(s).

Upon termination, all prepaid rents will be retained by Lessor unless the termination is a result of Lessor's default.

15.INDEMNITY. Lessee, shall indemnify and hold Lessor and Lessor's Board and its members, officers, employees and agents, harmless from all claims, actions, damages, obligations, liabilities and liens (including attorneys' fees, costs and expenses of defending against such claims) arising from (a) Lessee's or any Sublessee's breach of the Agreement; or (b) the use and/or occupancy of the Premises or any other property owned by Lessor, by the Lessee, or by Lessee's agents, employees, invitees, contractors, subcontractors, or Sublessees. This indemnity and hold harmless applies during the entire term of the Agreement, including but not limited to due diligence, tower construction, tower repair, and tower removal, and shall survive termination of this Agreement. Lessee's obligation to indemnify and hold harmless Lessor shall not be limited by the requirement for, or existence of, insurance coverage. Lessee, any Sublessee, and counsel and insurer of Lessee and any Sublessee shall have a duty to cooperate with Lessor and its counsel in connection with any matters that fall within the scope of this indemnification requirement.

Nothing in this Agreement shall limit the obligations of any insurer under the terms of any insurance policy procured or maintained pursuant to this Agreement. Lessee, on behalf of itself and any Sublessees, agrees that nothing herein shall constitute or be construed as a waiver of the Lessor's limitations on liability pursuant to Section 768.28, Florida Statutes and other law.

16.DAMAGE, DESTRUCTION, CONDEMNATION. If the Premises are, in whole or in part, damaged, destroyed or condemned, the following shall apply:

- a. If the Premises are wholly damaged, destroyed or condemned so that the Premises are rendered permanently unusable for reconstruction of a WCF, either Party may terminate this Agreement, in which event Lessee shall be liable for the rent only up to the date of such destruction or condemnation, and rent prepaid by Lessee for any period beyond the date of such destruction or condemnation shall be returned to Lessee (the date of termination, for purposes of condemnation, shall be the date that title vests in the condemning authority); but
- b. If the Premises are only partially destroyed, Lessee shall, with reasonable diligence and within a reasonable time, repair the WCF, and shall be eligible for a pro rata reduction of rent from the time of such partial destruction until the WCF is reconstructed; provided that Lessee shall not be required to rebuild the WCF if such partial damage or destruction shall occur within the six (6) months prior to the termination of the then-current term of this Agreement.

17. QUIET ENJOYMENT. Lessor warrants that upon the faithful performance by Lessee of all of the terms, conditions and obligations contained in this Agreement, Lessee will be permitted by Lessor to peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Agreement, throughout the term of this Agreement and any extension of this Agreement. In the event that the use of Utility Tract interferes with or impairs the quality of communication services rendered by Lessee or its Sublessees from the WCF or the Premises, Lessor and Lessee shall cooperate with each other to remedy such interference or impairment. In the event that Lessor and Lessee, after reasonable efforts, are unable to restore Lessee's ability to use the Premises in accord with the provisions of this paragraph, then Lessee's sole remedy shall be termination pursuant to Section 14. of this Agreement. Lessor shall from time to time, deliver a written estoppel certificate addressed to Lessee, any Financing Entity or any potential assignee or sublessee.

18. AUTHORITY TO EXECUTE. The person(s) executing this Agreement warrant(s) that they have authority to execute this Agreement and to bind the parties on whose behalf they are signing. If a party is a corporation or partnership, the person executing this Agreement on behalf of the party represents and warrants the party is duly organized and validly existing, that this Agreement has been authorized by all necessary parties, and is validly executed by an authorized officer or agent of the party, and that this Agreement is binding upon and enforceable against the party in accordance with its terms.

19. ENTIRE AGREEMENT. This Agreement and the exhibits attached hereto contain the final and entire agreement between the parties with respect to the option and lease of the Premises and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations or agreements, both written and oral. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties. Exhibits "A" through "C" are incorporated into this Agreement by reference.

20. MULTIPLE COUNTERPARTS. This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the

execution of separate counterparts by Lessee and Lessor shall bind Lessee and Lessor as if they had each executed the same counterpart.

21. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is provided pursuant to Section 404.056(5) of the Florida Statutes.

22. **NOTICES.** Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt required and first class postage prepaid, to the following addresses:

If to Lessee:

Vertex Development, LLC
405 South Dale Mabry Highway, Suite 244
Tampa, Florida 33609

If to Lessor:

Westchase Community Development District
c/o Andrew Mendenhall, District Manager
2654 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, FL 33544

With a copy to:

Erin McCormick Law, PA
c/o Erin McCormick, Esq.
3314 Henderson Boulevard
Suite 103
Tampa, FL 33609

Notices may also be sent to such other address as a party may have specified in writing to the other party, using the procedures contained in this Section.

23. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be exclusively in Hillsborough County, Florida.

24. **SEVERABILITY.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reasons whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

25. **NON-WAIVER.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity. No provision of this Agreement shall be construed as a waiver by the Lessor of its sovereign immunity, including, but not limited to the provisions of Section 768.28, *Florida Statutes*.

26. **SURVIVABILITY.** Any term, condition, or obligation which requires performance by either party subsequent to the termination of this Agreement shall remain enforceable against such party subsequent to termination.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the _____ day of _____, 20____.

Lessor:

Westchase Community Development District, a community development district under Chapter 190, *Florida Statutes*

By: _____
Name: James P. Mills
Title: Chair, Board of Supervisors

Date: _____

Witnesses:

Name

Print

Name

Print

Lessee:

Vertex Development, LLC
a Delaware limited liability company

By: _____
Name: Alan Ruiz
Its: Manager
Address of Lessee:
405 South Dale Mabry Highway Suite 244
Tampa, Florida 33609

Date: _____

Witnesses:

Name

Print

Name

Print

EXHIBIT "A" TO OPTION AND LAND LEASE AGREEMENT

LEGAL DESCRIPTION OF UTILITY TRACT

Hillsborough County Parcel #: U-08-28-17-ZZZ-000000-27290.0

CERTIFIED COPY
WESTCHASE UNDEVELOPED PARCEL
PART OF FOLIO NO. 3530.0000

PART 2 - Parcel 1

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 8, Township 28 South, Range 17 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of said Section 8 for a **POINT OF BEGINNING**, run thence along the East boundary of said Southeast 1/4 of said Section 8, S.01°02'58"W., 438.27 feet, to the Northeast corner of WESTCHASE SECTION "225", "227" AND "229", according to plat thereof as recorded in Plat Book 74, Page 14, Public Records of Hillsborough County, Florida, said point also being a point on the Southerly boundary of a 75 foot wide Tampa Electric Company Easement as recorded in O.R. Book 2831, Page 679, Public Records of Hillsborough County, Florida; thence along the Northerly boundary of said WESTCHASE SECTION "225", "227" AND "229" and the Southerly boundary of said 75 foot wide Tampa Electric Company Easement, S.86°55'09"W., 2532.65 feet to a point on the Southeasterly boundary of the Hillsborough County property for future Ehrlich Road as recorded in Official Records Book 7531, Page 1307, Public Records of Hillsborough County, Florida; thence along said Southeasterly boundary the following two (2) courses: 1) Northerly, 15.47 feet along the arc of a curve to the right having a radius of 35.00 feet and a central angle of 25°19'49" (chord bearing N.35°55'57"E., 15.35 feet) to a point of tangency; 2) N.48°35'52"E., 254.93 feet to a point on the Southerly boundary of a 30 foot wide Houston Texas Gas and Oil (Florida Transmission Co.) Main Easement, as recorded in Official Records Book 256, Page 175, Public Records of Hillsborough County, Florida, said point also being on the Southerly boundary of the Hillsborough County property, as recorded in Official Records Book 11543, Page 1096, Public Records of Hillsborough County, Florida; thence along said Southerly boundaries, N.86°55'09"E., 309.83 feet; thence along the Easterly boundary of said Hillsborough County property the following seven (7) courses: 1) N.48°24'30"E., 45.44 feet; 2) N.42°30'19"E., 75.03 feet; 3) N.30°19'13"E., 87.16 feet; 4) N.16°03'45"E., 86.19 feet; 5) N.46°50'08"W., 29.97 feet; 6) N.12°41'41"E., 62.95 feet; 7) N.35°19'55"E., 82.76 feet to a point on the North boundary of the aforesaid Southeast 1/4 of Section 8; thence along said North boundary of the Southeast 1/4 of Section 8, S.89°29'25"E., 589.76 feet to the Northwest corner

CERTIFIED COPY

of the Tampa Electric Company property, as recorded in Official Records Book 7042, Page 798, Public Records of Hillsborough County, Florida; thence along the West boundary of said Tampa Electric Company property, S.00°30'35"W., 270.66 feet; thence along the South boundary of said Tampa Electric Company property, N.86°55'09"E., 246.00 feet to the Southwest corner of the Peoples Gas System Inc. property, as recorded in Official Records Book 7042, Page 798, Public Records of Hillsborough County, Florida; thence along the South boundary of said Peoples Gas System Inc. property, continue, N.86°55'09"E., 60.00 feet; thence along the East boundary of said Peoples Gas System Inc. property, N.00°30'35"E., 100.00 feet; thence along the North boundary of said Peoples Gas System Inc. property, S.86°55'09"W., 60.00 feet to a point on the East boundary of said Tampa Electric Company property; thence along said East boundary of the Tampa Electric Company property, N.00°30'35"E., 155.25 feet to a point on the aforesaid North boundary of the Southeast 1/4 of Section 8; thence along said North boundary of the Southeast 1/4 of Section 8, S.89°29'25"E., 999.85 feet to the **POINT OF BEGINNING**.

Containing 22.220 acres, more or less.

Lessor and Lessee agree that the precise legal description for the Lessor's Property will be corrected, if necessary, and that Lessee may place the correct legal description on this Exhibit "A".

EXHIBIT “B” TO OPTION AND LAND LEASE AGREEMENT

(Survey Description of Premises and Access and Utility Easement Area)

Will insert sketch of 50' x 50' compound with 10-foot landscape buffer and access & utility easement upon further discussion and site walk

Notes:

1. *Subject to Lessor's written approval, this Exhibit shall be replaced, at Lessee's sole cost and expense, by a land survey of the Leased Premises together with non-exclusive easements for utility lines to service the Leased Premises, and a non-exclusive easement for ingress and egress across Lessor's Property to the Leased Premises, and a non – exclusive easement required for a landscape perimeter as determined by the local governing municipality.*
2. *Subject to written approval by the Lessor, the setback of the Premises from the land's property lines shall be the distance required by the applicable governmental authorities.*
3. *Subject to written approval by Lessor, the width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

N28 3 44 W82 37 9.7



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