

**WESTCHASE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**MARCH 7, 2023**

## Westchase Community Development District

### Board of Supervisors

Matt Lewis, Chairman  
Gregory Chesney, Vice Chairman  
Christopher Barrett, Assistant Secretary  
James Wimsatt, Assistant Secretary  
Reggie Gillis, Supervisor

Andrew P. Mendenhall, PMP, District Manager  
Erin McCormick, Esq., District Counsel  
Sonny Whyte, Office Manager  
Doug Mays, Field Manager

## Regular Meeting Agenda

Tuesday, March 7, 2023 – 4:00 p.m.

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- 1. Roll Call**
- 2. Consent Agenda**
  - A. Approval of the February 7, 2023 Meeting Minutes with Any Corrections Submitted
  - B. Acceptance of Financial Statements
- 3. Audience Comments**
- 4. Consideration of Lighting Service Proposal**
- 5. Engineer's Report**
- 6. Attorney's Report**
- 7. Manager's Report**
  - A. Preliminary Timeline for Landscape RFP
  - B. Acceptance of Financial Audit for Fiscal Year 2022
- 8. Field Manager's Report**
- 9. Supervisors' Requests**
- 10. Adjournment**

\*The next workshop meeting is scheduled for March 21, 2023 and the next regular meeting is scheduled for April 4, 2023

**District Office:**  
210 University Drive, Suite 702  
Coral Springs, Florida  
954-603-0033

**Meeting Location:**  
Maureen Gauzza Regional Library, Community Room A  
11211 Countryway Boulevard  
Tampa, FL. 33626

## **Second Order of Business**

**2A.**

<p style="text-align: right;">Page 1</p> <p>RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT</p> <hr/> <p>TRANSCRIPT OF: BOARD MEETING</p> <p>DATE: February 7, 2023</p> <p>TIME: 4:06 p.m. - 6:00 p.m.</p> <p>PLACE: Maureen Gauzza Regional Library Community Room A 11211 Countryway Boulevard Tampa, Florida 33626</p> <p>REPORTED BY: Whitlie Grace Cullipher Notary Public State of Florida at Large</p>	<p style="text-align: right;">Agenda Page 5 Page 3</p> <p>INDEX</p> <p>Meeting called to order 5</p> <p>Roll Call 6</p> <p>Consideration of cooperative service agreement between the district and the US Department of Agriculture of Animal and Plant Health Inspection Service to disperse and remove black and turkey vultures to prevent property damage 7</p> <p>Motion to approve extending contract with USDA 11</p> <p>Discussion of turkey vultures 11</p> <p>(Motion passes) 24</p> <p>Discussion about homeowner's driveway repair 32</p> <p>Organizational matter 42</p> <p>Consideration of appointment to Seat 4 42</p> <p>Motion to approve Mr. Gillis, appointment of Seat 4 51</p> <p>Motion to approve 53</p> <p>(Motion passes) 53</p> <p>Mr. Gillis takes oath of office 53</p> <p>Consent agenda 54</p> <p>Motion to approve 54</p> <p>(Motion passes) 55</p> <p>Engineer's Report 59</p> <p>Discussion of e-mail from residents that live on Marchmont and Welbeck 59</p> <p>Park Renovation Project discussion 60</p> <p>Attorney's Report 63</p> <p>A &amp; B Aquatics contract execution 63</p> <p>Engineering Services RFP 64</p> <p>Discussion about lease and option agreement amendment 66</p> <p>Manager's Report 68</p> <p>Montague Street Green Usage Guidelines 68</p> <p>Motion to approve new guidelines 75</p> <p>(Motion passes) 75</p>
<p style="text-align: right;">Page 2</p> <p>APPEARANCES:</p> <p>WESTCHASE COMMUNITY DEVELOPMENT DISTRICT BOARD MEMBERS:</p> <p>Matthew Lewis, Chairman (via telephone)</p> <p>Greg Chesney, Vice Chairman</p> <p>Jim Wimsatt</p> <p>Christopher Barrett</p> <p>Reggie Gillis</p> <p>ALSO PRESENT:</p> <p>INFRAMARK:</p> <p>Andy Mendenhall, District Manager</p> <p>DISTRICT ATTORNEY:</p> <p>Erin McCormick, via telephone</p> <p>WESTCHASE STAFF:</p> <p>Doug Mays</p> <p>Sonny Whyte</p> <p>DISTRICT ENGINEER:</p> <p>Robert Dvorak</p> <p>ALSO PRESENT: Karen Ring</p>	<p style="text-align: right;">Page 4</p> <p>Check Fraud Issue Update 75</p> <p>Field Manger's Report 77</p> <p>Discussion of additional bids requested by the board for erosion repair 78</p> <p>Resident's tree permit approval 78</p> <p>Motion to approve 79</p> <p>(Motion passes) 80</p> <p>Glencliff Park picnic table discussion 80</p> <p>Audience comments 88</p> <p>Harbor Links Signage Proposal 97</p> <p>Motion to approve, not to exceed the value of the current one 100</p> <p>(Motion passes) 101</p> <p>Supervisor's requests 101</p> <p>Abandoned car discussion 101</p> <p>Motion to adjourn 113</p> <p>(Motion passes) 113</p> <p>Adjournment 113</p>

<p style="text-align: right;">Page 5</p> <p>1 The transcript of Westchase Community 2 Development District Board Meeting, on the 7th day 3 of February, 2023, at the Maureen Gauzza Regional 4 Library, 11211 Countryway Boulevard, Community Room 5 A, Tampa, Florida, beginning at 4:06 p.m., reported 6 by Whitlie Grace Cullipher, Notary Public in and for 7 the State of Florida at Large. 8 * * * * * 9 MR. CHESNEY: All right. I'm going to 10 call the meeting to order. Is that Matt? 11 MR. MENDENHALL: Matt is on the line. 12 CHAIRMAN LEWIS: Hey, Greg. 13 MR. CHESNEY: Hey, Matt. How you doing? 14 So I'd like to call to order the February 7th 15 Westchase CDD meeting. 16 Let the record reflect all supervisors 17 are present, with Matt being -- with Matt 18 calling in. 19 There is no flag, so I'm going to skip 20 the Pledge of Allegiance. 21 All right. And do -- Andy, do you have 22 an agenda? 23 MR. MENDENHALL: I gave all mine out. 24 MS. WHYTE: Here, here you go. Okay. 25 MR. CHESNEY: Okay. Fantastic. Thank</p>	<p style="text-align: right;">Agenda Page 6 Page 7</p> <p>1 providing would be \$5,000. That includes the 2 work that they had already done previously for 3 that, so he said that the \$5,000 that the 4 district has paid would cover the work that 5 they would be doing through April of this year. 6 And then after that, nesting season will 7 start for the vultures, so they would have to 8 take a hiatus at that point anyways and not do 9 any activities related to the vultures and 10 then, you know, they would -- we could 11 reconnect with them in the fall, if necessary, 12 after the nesting season is over. 13 When he sent me the agreement, it 14 actually provides for services to occur up 15 through September. It goes February 15th of 16 2023 through September 30th of 2024 and 17 again -- 18 MR. CHESNEY: All for the same -- with no 19 addendum costs? 20 MS. McCORMICK: Well, I don't -- from 21 what he told me, that \$5,000 would not cover 22 through 2024, so we would have to get new costs 23 from them after April of this year and 24 determine what the additional fees are, but the 25 scope of services he told me is going to be the</p>
<p style="text-align: right;">Page 6</p> <p>1 you. 2 MS. WHYTE: Anybody else need one? 3 MR. CHESNEY: So I'm going to move the 4 agenda around a little bit and it's my 5 understanding -- I don't even see it on here. 6 MR. WIMSATT: It's under 6A. 7 MR. CHESNEY: Okay. So Erin, 6A we're 8 going to start with. 9 MS. McCORMICK: Okay. So this is the 10 agreement between the CDD and the US Department 11 of Agriculture for -- to address the dispersal 12 and removal of black and turkey vultures, and I 13 have been talking to the representative from 14 the USDA multiple times over the last several 15 weeks. I finally -- he got back to me this 16 morning with the scope of work for this, and 17 what he told me on the phone was that they are 18 proposing to just do an extension of the 19 existing agreement. 20 I thought I told him we wanted it to 21 start as soon as possible, but when he e-mailed 22 something after our call, it starts on February 23 15th, and what he had told me was that it would 24 only be going through April and the cumulative 25 total for the services that they would be</p>	<p style="text-align: right;">Page 8</p> <p>1 same as what it was under our current agreement 2 and, you know, they are going to start with the 3 -- I guess, you know, with the least disruptive 4 and -- you know, only in the event that more 5 aggressive measures are -- such as pyrotechnics 6 or, you know, lethal action would be necessary 7 would they take that, but he was not 8 anticipating that. 9 MR. CHESNEY: Okay. So I'm not sure how 10 to proceed here. So do you guys have any 11 direct questions on this topic to Erin 12 specifically before I continue? 13 MR. BARRETT: Sure. So the lethal 14 possibility is still part of the -- 15 MS. McCORMICK: It's in the scope of 16 services, and they were not amenable to 17 changing the scope, but he said that he did not 18 think that that would be necessary. 19 MR. BARRETT: They are not amenable to 20 changing the -- 21 MS. McCORMICK: They're not -- yeah, they 22 wanted to have the full range of options, but 23 they are going to start with screamers and, you 24 know, like noise types of devices to scare them 25 away.</p>

<p style="text-align: right;">Page 9</p> <p>1 MR. BARRETT: So the last I'd heard, the  2 USDA was declining, so this is the USDA  3 changing its mind and saying we --  4 MS. McCORMICK: That's what I understand.  5 I did not have -- I don't know directly, I  6 wasn't directly involved in what caused that  7 change in position for them, but my  8 understanding is is that they came back and  9 they said that they would consider doing the  10 services at this point.  11 MR. BARRETT: So would a vote today  12 actually be authorizing lethal removal with --  13 where -- would they -- are you comfortable that  14 they are not going to take that approach? I  15 don't want to create this PR mess that happened  16 again.  17 MS. McCORMICK: I mean, I can't assure  18 that that wouldn't happen. I think that -- are  19 they in contact with you, Doug, on a regular  20 basis as to how the activities are going?  21 MR. MAYES: More with Sonny on phone  22 calls, but I did meet with them out there one  23 morning about two weeks ago and gave us some  24 information on that if we would need -- wanted  25 -- if we wanted to possibly do it in house.</p>	<p style="text-align: right;">Agenda Page 7 Page 11</p> <p>1 CHAIRMAN LEWIS: Okay. And I did hear  2 what -- I think it was Chris saying it. In  3 terms of the lethal option, I mean, obviously  4 that's something the board has approved before.  5 What I would say to that and from my stance is  6 if, you know, the USDA agent felt that that was  7 necessary -- although I think from the last  8 time they came out, that was only going to be a  9 last resort. If they felt that that was  10 necessary on this -- for the next go-round,  11 then I would just maybe ask that they call us  12 and inform us that that's a possibility and --  13 you know, if we, as a board, want to -- I don't  14 know if that's even possible, but just kind of  15 discuss it at the next meeting or something,  16 I'd be open to that, but I -- you know, again,  17 I think that it's good news maybe that they're  18 willing to come back and they're willing to  19 help, in my opinion, with a situation that  20 is affecting some residents and it is on CDD  21 property.  22 So -- and I think we probably -- I don't  23 know if we're getting to a point where somebody  24 would need a motion to approve it or to  25 continue if we wanted to or --</p>
<p style="text-align: right;">Page 10</p> <p>1 MS. McCORMICK: Mm-hmm. Yeah, we also  2 have the option -- I mean, we can terminate  3 this agreement after 60 days. So -- you know,  4 if we wanted to -- after April, we could always  5 terminate it if we had another option to move  6 forward with at a later time.  7 CHAIRMAN LEWIS: Hey, Doug or Greg --  8 MR. CHESNEY: Hey, Matt, just hold on for  9 just a second. Chris has the floor.  10 MR. BARRETT: No, I'm done.  11 MR. CHESNEY: Oh, you're done?  12 Okay. Yes, go ahead, Matt.  13 CHAIRMAN LEWIS: Okay. I'm sorry, I  14 wasn't intending to interrupt. I didn't hear  15 anyone speaking. So I guess I did hear -- I  16 just want to make sure I heard correctly, that  17 the agreement would run through April and then  18 after that, we would need to -- that would be  19 under the current \$5,000 that we've already  20 paid. Would there be additional funds? Did I  21 hear that correctly?  22 MS. McCORMICK: That's what I was told  23 today, right, that the \$5,000 that's already  24 been paid to them would be sufficient to cover  25 the services through April.</p>	<p style="text-align: right;">Page 12</p> <p>1 MR. WIMSATT: (Inaudible.)  2 MR. CHESNEY: Yeah, so Jim --  3 MR. WIMSATT: My question, or it's more  4 of just a comment, I guess, is, you know, I  5 think the last time that we approved this, we  6 made sure that we notified the school because  7 they were happening early in the morning. The  8 -- you know, the fireworks and the other things  9 and activities, so I would just ask, you know,  10 Sonny and Doug to be in touch with the school  11 again to make sure that they all know and --  12 MR. CHESNEY: All right. So all -- so  13 I'm going to just try to simplify this. I'm  14 going to go ahead and make a motion -- because  15 we need a motion to approve this?  16 MS. McCORMICK: Right, right.  17 MR. CHESNEY: I'll make the motion. Is  18 there a second?  19 MR. WIMSATT: I'll second it.  20 MR. CHESNEY: Jim. Okay. Good.  21 MR. BARRETT: Can you --  22 MR. CHESNEY: Now, further discussion.  23 MR. BARRETT: Can you tell me the date of  24 the first activity? Is it -- are we in our  25 second year now or how long have we been doing</p>

<p style="text-align: right;">Page 13</p> <p>1 this?</p> <p>2 MS. McCORMICK: Since when these</p> <p>3 activities -- when the activities originally</p> <p>4 began?</p> <p>5 MR. BARRETT: Right, so the very first</p> <p>6 time that we hung the effigy.</p> <p>7 MS. McCORMICK: I don't have that</p> <p>8 information in front of me. Do you recall,</p> <p>9 Doug or Sonny, when they first started</p> <p>10 services? I can try to pull it up on my</p> <p>11 computer.</p> <p>12 MR. MAYS: I think it was -- it was like</p> <p>13 the end of summer or --</p> <p>14 MS. WHYTE: It was the end of February, I</p> <p>15 think, of 2021.</p> <p>16 (An unidentified audience member shouts.)</p> <p>17 MR. MENDENHALL: February 14th was when</p> <p>18 the agreement -- I don't know if that was the</p> <p>19 original --</p> <p>20 MR. CHESNEY: So while he does that, I'm</p> <p>21 going to go back to the supervisors here. So</p> <p>22 I'm assuming that since I've looked at</p> <p>23 everything else on the agenda, the majority of</p> <p>24 you are here for this particular issue. Okay.</p> <p>25 MR. BARRETT: Okay. No -- no other</p>	<p style="text-align: right;">Agenda Page 8 Page 15</p> <p>1 time to the CDD, getting everybody to come out</p> <p>2 and so forth as a show of strength and support</p> <p>3 to maintain the property values of our property</p> <p>4 and to have a mitigation of the situation</p> <p>5 that's going on.</p> <p>6 I am particularly concerned, as is a lot</p> <p>7 of other people, by stuff that I've been</p> <p>8 reading in the -- in the WOW, and you should</p> <p>9 know, I've had extensive conversations with the</p> <p>10 United States Department of Agriculture in</p> <p>11 Washington. I've had extensive conversations</p> <p>12 with the United States Department of</p> <p>13 Agriculture in Gainesville and other regional</p> <p>14 areas there, and I'm just confused because I</p> <p>15 hear one side, "Well, the USDA doesn't want to</p> <p>16 do it," and they're saying, "Yeah, we do want</p> <p>17 to do it, but we're not getting support back</p> <p>18 from the CDD," you know. They don't return</p> <p>19 phone calls, you know, everything goes to</p> <p>20 voicemail and all of that.</p> <p>21 I don't know what's really going on, but</p> <p>22 I am glad to see that we're at least coming to</p> <p>23 some sort of a solution here because we need</p> <p>24 it. There's a concern that we have because --</p> <p>25 Chris, I don't understand this. At the last</p>
<p style="text-align: right;">Page 14</p> <p>1 information --</p> <p>2 MR. CHESNEY: Is there any single</p> <p>3 representative of you? That's helpful. Thank</p> <p>4 you.</p> <p>5 Okay. Actually -- so normally, I mean,</p> <p>6 we don't really -- right now, we're in a</p> <p>7 position where we have a motion on the floor so</p> <p>8 we are able to take a vote, the four of us. So</p> <p>9 normally, we don't need to -- so -- am I</p> <p>10 getting confused? Yes, I am. I apologize. I</p> <p>11 keep looking at all your faces.</p> <p>12 So how about if you'd like to make a</p> <p>13 comment, an audience comment, on behalf of</p> <p>14 everyone and then we'll see kind of how the</p> <p>15 vote goes.</p> <p>16 MR. GOLDSTEIN: Please excuse me for not</p> <p>17 standing.</p> <p>18 MR. CHESNEY: No, please. If you would,</p> <p>19 please state your name, though and address.</p> <p>20 MR. GOLDSTEIN: Rick Goldstein. I live</p> <p>21 in 9803 Gingerwood Drive in Woodbridge, and my</p> <p>22 co-chair on this is Judy Oliveri. She lives in</p> <p>23 Stonebridge, and, of course, as you know, we're</p> <p>24 the most impacted by these vultures. We really</p> <p>25 don't want to have to keep coming back all the</p>	<p style="text-align: right;">Page 16</p> <p>1 CDD meeting, you said you're reluctant for the</p> <p>2 CDD to keep spending money every year on</p> <p>3 prevention, saying that the board has a</p> <p>4 responsibility to other residents for fair</p> <p>5 spending and that he would not want to proceed</p> <p>6 without input from relevant HOAs who, so far,</p> <p>7 have denied residents the permission to use</p> <p>8 deterrents of their own. I don't understand</p> <p>9 what you meant by all of that. Could you</p> <p>10 explain that to me, please?</p> <p>11 MR. CHESNEY: Okay. So just -- just so</p> <p>12 we know, we're not going to have a back and</p> <p>13 forth kind of thing.</p> <p>14 MR. GOLDSTEIN: No, we aren't. We just</p> <p>15 want an explanation as to --</p> <p>16 MR. CHESNEY: Okay. I just want to make</p> <p>17 sure you're done with your comments and I will</p> <p>18 --</p> <p>19 MR. GOLDSTEIN: I'm done with my</p> <p>20 comments.</p> <p>21 MR. CHESNEY: -- allow Chris to -- okay.</p> <p>22 I will allow Chris then --</p> <p>23 MS. OLIVERI: Can I just show you guys</p> <p>24 something because this is like four days ago,</p> <p>25 and Chris and you guys, if you lived here, that</p>



<p style="text-align: right;">Page 17</p> <p>1 wakes you up, that -- I counted 30 on the roof.  2 They sound horrible, and we just had our roofs  3 cleaned and it's going to -- there's feathers  4 all over the roof again, and if you don't live  5 there, you don't know what this is costing us.  6 The aggravation, the property value and I -- so  7 I will say the mitigation that was done last  8 year did help and the fish kill just recently  9 didn't help.  10 MR. CHESNEY: Okay. So since he  11 specifically identified you, I'm going to let  12 you go ahead and respond and then we'll take a  13 vote.  14 MR. BARRETT: Yeah, okay. Every word for  15 the WOW -- I know you can't fit every aspect of  16 all the conversation in. They got part of my  17 comments. All right, Rick? And I've talked to  18 you, I think -- or at least talked to other  19 people on the board -- I've talked to Shawn  20 about this, I've talked to Eric about this. My  21 concern is I don't think the policy as it is  22 currently being done is going to work for all  23 of you long term. All right?  24 I actually do want to find a solution for  25 this, too, and I've done a little bit of</p>	<p style="text-align: right;">Agenda Page 9 Page 19</p> <p>1 between five and \$10,000 a year. All right?  2 My concern is it's not going to work five years  3 down the road. We're still going to be  4 spending the five to \$10,000 a year.  5 Now, if you guys had to spend that in  6 Stonebridge or Woodbridge, you probably would  7 share my concerns. I actually would like to  8 explore a more comprehensive approach, and I've  9 talked to the WCA about this and I've talked to  10 Shawn. I think that if we're going to succeed,  11 we have to talk to the county about the main  12 magnet, which clearly is, driving down  13 Linebaugh Avenue, the dump above which you  14 can see -- let me finish, please.  15 MS. OLIVERI: I know, but I just --  16 MR. CHESNEY: Ma'am, just -- please.  17 MR. BARRETT: Let me finish, please.  18 MS. OLIVERI: Okay.  19 MR. BARRETT: There's hundred of vultures  20 congregate -- don't believe me, believe your  21 eyes. All right?  22 Secondly -- all right -- a component to  23 this, if you look on the USDA site, is  24 deterrents. It's the only thing that's going  25 to work long term, and I'm willing to work --</p>
<p style="text-align: right;">Page 18</p> <p>1 research myself on the USDA site. You can also  2 go out there. I even sent Sonny a list of  3 deterrents that they've tested and worked.  4 My understanding is that this is not  5 going to go away. A lot of people are saying,  6 "If we just do this fireworks thing and other  7 approaches on the CDD thing for three and five  8 years, this is going to go away." All right?  9 That just defies common sense. You  10 basically --  11 MR. GOLDSTEIN: To you. To you.  12 MR. BARRETT: Well, I didn't interrupt  13 you, Rick. All right?  14 MR. CHESNEY: Just answer the question.  15 MR. BARRETT: My approach -- I look at  16 this like, basically, there is a church  17 playground across from a candy store and kids  18 would gather in the playground after going to  19 the candy store and you can run the kids off  20 one time, you can do it for three years  21 straight, but what do you think is going to  22 start gathering at the church playground, you  23 know, five, six years down the road?  24 So this current approach that we're doing  25 basically marries us to a policy of spending</p>	<p style="text-align: right;">Page 20</p> <p>1 to ask the CDD to explore deterrents of  2 Stonebridge and Woodbridge on fences that we  3 own. Let's put up vulture deterrents and roll  4 bars. But I also heard in a meeting I attended  5 about a year ago, I heard actually an HOA had  6 cited a resident who had put up a deterrent.  7 Okay? That's not good policy. That's not good  8 long-term policy. We need to work together.  9 All right?  10 I will continue voting for the CDD's part  11 if I see actually the WCA and I see the other  12 HOAs look at deterrents and there is discussion  13 of it and then it disappeared. All right?  14 So I will vote for this tonight with the  15 understanding that the lethal doesn't occur  16 because my wife will stop talking to me if they  17 start killing vultures. All right?  18 As long -- as Matt said, you bring the  19 lethal to us before the next meeting to make  20 sure before they pull that trigger that we --  21 yeah. I will also vote for this because I  22 think we committed -- originally, three years  23 was the original commitment. I think we need  24 to keep with our commitment, but in the  25 meantime, I want you guys to start talking</p>

<p style="text-align: right;">Page 21</p> <p>1 within your HOA about what you can do to your  2 homes to make them less landable and -- look,  3 I've sent a document to Sonny that basically  4 has all of the things that the USDA has tested  5 and which work -- and which work. All right?  6 So that's just -- I'm being up front. I  7 will vote for it this year, but long term, for  8 this to really work, it has to be a  9 multi-pronged approach. That's my position.  10 MR. CHESNEY: Okay. So Jim or Matt, do  11 you have any more comments on this issue?  12 MR. WIMSATT: No, I would just point out  13 that I think Chris's comments are well taken  14 and a long-term solution is what's necessary,  15 not just short-term Band-Aids on this island,  16 you know, every year.  17 MR. CHESNEY: Okay. Matt, do you have  18 any additional comments?  19 CHAIRMAN LEWIS: Yeah, I do, actually and  20 I won't take long and I don't want to get into,  21 necessarily, a big discussion about it, but  22 after the last meeting, I actually had a  23 conversation with Robert and I -- this is going  24 to be an out-of-the-box idea, but a potential  25 long-term solution that I'm not sure I even</p>	<p style="text-align: right;">Agenda Page 10 Page 23</p> <p>1 our homeowners in the vulture mitigation. Our  2 biggest challenge: We don't own the island, so  3 there is nothing we can do to the island. We  4 don't own the dump, so there is nothing we can  5 do about the dump. We don't own the commercial  6 district, so there is nothing we can do about  7 the commercial district.  8 The only thing that we can do is reach  9 out to the CDD and the county to say, "Help  10 us." So the residents that are here that are  11 asking the CDD to act, to mitigate these  12 vultures, they have the support of the West  13 Chase Community Association. They have the  14 support of the Westchase association board.  15 MR. CHESNEY: Okay. Thank you. That's  16 helpful.  17 All right. So we will go ahead and take  18 a vote here. So to approve the motion  19 extending the contract, signify by saying,  20 "Aye."  21 (All board members signify in the  22 affirmative.)  23 MR. CHESNEY: Okay. Any opposition?  24 (No response.)  25 MR. CHESNEY: Okay. None noted. So it</p>
<p style="text-align: right;">Page 22</p> <p>1 want to go down this path, but I asked Robert  2 about if it would be possible to tear the tree  3 down on the island to not have a spot where  4 they could roost, and Robert did get back to me  5 and said there would be a permit MOD or a  6 permit requirement, but maybe just something --  7 I guess the reason I'm saying this tonight is  8 it is possible, but it would be something that  9 could potentially be a long-term solution that  10 we're all wanting, and maybe that's something  11 for further discussion at a future meeting, but  12 I'll just leave it at that.  13 MR. CHESNEY: Okay. I think that's very  14 useful because it goes into mitigation efforts.  15 So thank you, Matt.  16 So I'm going to go ahead and moot the  17 question. Is there some reason -- is he?  18 Okay. Do you have anything to --  19 MR. YESNER: Yes, I will say --  20 MR. CHESNEY: Sure, go ahead.  21 MR. YESNER: Just briefly. Most of you  22 all know me. My name is Shawn Yesner. I'm the  23 president of the Westchase Community  24 Association. I will tell you the formal  25 position of the Westchase Board is to support</p>	<p style="text-align: right;">Page 24</p> <p>1 passes four to zero.  2 (Motion passes.)  3 MR. CHESNEY: Okay. I'll take one  4 follow-up question on this topic because we do  5 have a few other things, if it's all right.  6 MS. OLIVERI: It's really not a question.  7 It's related to what Chris said. You can't put  8 spikes on the roof because if you put one strip  9 down the middle -- I have pictures that shows  10 them all over the roof, and you couldn't put  11 spikes on every inch of that roof, and it would  12 be very expensive, and then who pays for that?  13 The other thing is the fake owls. Rick  14 got me a fake owl and I put it -- I didn't put  15 it on the roof because I couldn't get up there,  16 but I put it out in the yard. Those vultures  17 came right up to that owl to check it out to  18 see if it was real or not. So they are not  19 afraid of the fake owls.  20 MR. CHESNEY: Yeah, and I will address  21 one comment just as -- I hope you guys didn't  22 feel you had to come just for this until we  23 voted on it and did it. Like, I mean -- I  24 knew, you know, you guys were going to come,  25 but I mean, we also -- we live here, too. I</p>

<p style="text-align: right;">Page 25</p> <p>1 mean, we have your best interests in our  2 hearts. I get the -- I live in the Bridges, I  3 get vultures in my yard. I live on the other  4 side of the lake. I mean, on my yard -- on my  5 house, too, so I understand they can be loud  6 and destructive.  7 So -- yes?  8 MS. KNAST: Can I just make one comment?  9 My name is Joan Knast. I live in Stonebridge.  10 Chris, to your point that -- about the dump on  11 Linebaugh, I've lived here since October of  12 2004, and only in the last few years have  13 vultures been a problem, and that dump on  14 Linebaugh has always been there.  15 MR. BARRETT: Well, I think the thing  16 that's changed is the development called Allora  17 which basically removed all of the nearby  18 forested area just north of the dump. It's the  19 combination of the two that's caused the  20 movement of their nests.  21 MS. KNAST: Yeah, and the second comment  22 as far as removing of trees, those trees -- I  23 think there's -- a lot of those trees are  24 cypress trees, which I think are protected, and  25 we have a lot of other migratory birds that are</p>	<p style="text-align: right;">Agenda Page 11 Page 27</p> <p>1 MR. CHESNEY: Yeah, it's -- he is right,  2 it is not an open forum, but as a courtesy, I  3 will let you go ahead, but then we want to move  4 on to some of our other things.  5 So go ahead.  6 MR. GOLDSTEIN: Absolutely. I just want  7 to clarify a misconception.  8 MR. CHESNEY: Sure.  9 MR. GOLDSTEIN: Chris, you were not with  10 us when there were two USDA site visits. Each  11 time, we were all over Westchase, including the  12 dump. We spent considerable time there. They  13 told me if you want to decrease the volume of  14 vultures in the dump, you got to start with the  15 island. He says they go there during the  16 daytime -- they go all over during the daytime  17 and they come back to roost at the island and  18 all that they want to do is make it  19 uncomfortable for them to roost there. That's  20 why they were shooting off these -- they are  21 not even pyrotechnics, they're just noise  22 rockets because vultures cannot see and when it  23 gets to be about dusk, they start to come back  24 to where they feel safe, and if it doesn't look  25 great to them, they go someplace else, and they</p>
<p style="text-align: right;">Page 26</p> <p>1 on a protected or endangered list that inhabit  2 those trees. So I think that might be another  3 problem for -- I mean, while it's a great  4 mitigation, I don't think you can -- I think a  5 lot of other agencies might have a problem with  6 the removal of those trees.  7 MR. CHESNEY: Also, I think it would look  8 bad.  9 MS. OLIVERI: They are at the dump during  10 the day, but at night, they sleep in the trees  11 and in the morning is when they come off and  12 get on our roofs and they come back about 4:30,  13 5 o'clock to go back into the trees.  14 So they may be at the dump during the  15 day, but they are in our trees overnight and  16 come out to spread their wings and dry off.  17 MR. GOLDSTEIN: Let me tell you what the  18 USDA told me about the dump.  19 MR. WIMSATT: We heard, Rick, you've told  20 us before.  21 MR. GOLDSTEIN: Well, I'm going to tell  22 you again.  23 MR. CHESNEY: Okay. Hold on --  24 MR. WIMSATT: It's not really an open  25 forum, is my point.</p>	<p style="text-align: right;">Page 28</p> <p>1 said if we do this three to five years, that  2 will bring the population down to a manageable  3 level.  4 I just wanted to mention that about the  5 dump.  6 MR. CHESNEY: Yeah. Well, so the USDA  7 will be back. They will be doing it and we  8 want to hear your feedback. Doug is the best  9 person to provide that feedback to. He will be  10 working one-on-one with the USDA, so -- and  11 then please let us know. You don't all have to  12 come unless we're not responsive, but please,  13 feel free to come.  14 Yes?  15 MR. FAULKNER: I know we got to get  16 going, but I just wanted to say, my wife and I  17 live in Stonebridge and we live on the lake,  18 and sitting here listening to you folks, we  19 appreciate the support and how you are moving  20 ahead. I really like what I've heard today.  21 MR. CHESNEY: Okay. Well, good. I'm  22 glad. And I'm sorry you've, like I said, felt  23 uncomfortable enough about the whole process,  24 but I'm glad you came. This is great. You've  25 been the best big group I've had in years.</p>

<p style="text-align: right;">Page 29</p> <p>1 Usually people are yelling more.  2 Yes? And also, please state your name  3 and address before you speak.  4 MS. MEADE: Connie Meade, 9839 Bridgeton  5 Drive. We had a fish kill not too long ago and  6 we think that that brought a lot of the  7 vultures back, too.  8 MR. CHESNEY: Yeah.  9 MS. MEADE: Is there something going on  10 in the lake, like it's not irrigated enough  11 or --  12 MR. CHESNEY: Yeah, so we've been on  13 that. Is the A &amp; B Aquatics person here?  14 MR. MAYS: No, he's not.  15 MR. CHESNEY: I don't see him, but it's  16 on the agenda.  17 MS. MEADE: I just wondered if --  18 MS. OLIVERI: I heard the bubblers broke  19 down and that's why the fish kill occurred.  20 Those vultures didn't come back in numbers  21 until that fish kill.  22 MR. CHESNEY: Doug, do you want to  23 comment?  24 MR. MAYS: Not necessarily. We've had  25 fish kills on other ponds in this community,</p>	<p style="text-align: right;">Agenda Page 12 Page 31</p> <p>1 MR. CHESNEY: Yeah, and thank you for  2 bringing that to our attention because -- I  3 mean, we try to keep the lakes clear. We know  4 that -- that lake -- you know, before we  5 purchased it, it had a lot of lack of  6 maintenance, for lack of a better term.  7 Yeah, so --  8 MR. MAYS: Well, it was a polluted pond,  9 but we brought it back a lot with that nano  10 bubbler, the chemicals.  11 MR. CHESNEY: All right. So you're all  12 welcome to stay, but I'm going to go ahead and  13 move to the next agenda items.  14 So --  15 MR. NEYLAN: I just wanted to say  16 something, that --  17 MR. CHESNEY: Patrick, I'm sorry, I need  18 you to state your name and address.  19 MR. NEYLAN: Patrick Neylan, 9858  20 Bridgeton Drive. I'm here representing the HOA  21 Board on a particular issue of a homeowner's  22 driveway repair.  23 MR. CHESNEY: Yes, okay. So we'll cover  24 that in a different section, if that's all  25 right. I just did the vultures --</p>
<p style="text-align: right;">Page 30</p> <p>1 not just that one. Luckily, it was just one  2 there. We've had fish kills throughout  3 numerous lakes in the community. Most of the  4 time, it happens when the weather changes hard.  5 Flip -- what they call a pond flip, it goes  6 from cold to hot, cold to hot and you -- most  7 of what you saw dying was them what they call  8 shad minnows.  9 MS. OLIVERI: Yeah, they're the little  10 white --  11 MR. MAYS: They had thousands of those,  12 and they're baby fish that just can't survive  13 the lack of oxygen. So when the pond is  14 flipping and doing its thing, there's no  15 oxygen in the pond, and we've tried to get --  16 keeping that air -- a nano bubbler, it's  17 called, running.  18 We're having difficulties with it right  19 now, so it's possible that the lack of oxygen  20 in the pond is what caused that fish kill. I  21 have had the company out there working on it.  22 He tells me he's getting it done, he's working  23 on it. He's got a new block for it and so  24 hopefully he'll get it up and running real  25 soon.</p>	<p style="text-align: right;">Page 32</p> <p>1 MR. NEYLAN: I just wanted to bring it up  2 before my members all leave.  3 MR. CHESNEY: Oh.  4 MR. NEYLAN: But that's all right.  5 MR. CHESNEY: Sure, what the hell. All  6 right. So about what?  7 MR. NEYLAN: The issue is -- a quick  8 overview is our driveways are starting to  9 crack, break down, and we'll be in the process  10 in the future of having them be replaced.  11 There's confusion within our documents, our own  12 board, as to who's responsible; either the  13 homeowners or the HOA. This one particular  14 driveway has extensive root damage to the  15 driveways and need a repair. As part of the  16 ongoing situation with that driveway, there's a  17 manhole cover in his driveway, in his driveway  18 apron.  19 MR. CHESNEY: Yeah, we're all familiar  20 with the issue.  21 MR. NEYLAN: You are? Okay. Some issues  22 that were brought up is the fact that one  23 question off the top of my mind is does that  24 particular manhole have to be where it is? I'm  25 sure by code, it's a certain linear feet before</p>

<p style="text-align: right;">Page 33</p> <p>1 you have to have an access, I'm assuming; but</p> <p>2 walking around Westchase, which I do every day,</p> <p>3 I have noticed very rarely that there is a</p> <p>4 manhole cover for storm drains unless they're</p> <p>5 on top of the catch spaces. So I don't know</p> <p>6 why this particular one is in his driveway.</p> <p>7 And second of all, when the -- it goes</p> <p>8 beyond your realm of work, so why was that</p> <p>9 manhole cover even put in a driveway in the</p> <p>10 first place?</p> <p>11 MR. CHESNEY: So Robert, do you want to</p> <p>12 respond? I know you've looked into this.</p> <p>13 MR. DVORAK: Yeah, I've looked at that</p> <p>14 and when they do the original design, they have</p> <p>15 to take into account a lot of other underground</p> <p>16 utilities and that -- and the geometry, it's</p> <p>17 not a straight road. There's a little bit of a</p> <p>18 bend in it. But anyway, and there is spacing</p> <p>19 between the areas where you can provide -- you</p> <p>20 know, be able to do some maintenance, and it's</p> <p>21 just one of those things where the -- you know,</p> <p>22 a design engineer and a developer would prefer</p> <p>23 not to have that located in a driveway apron,</p> <p>24 but in that particular case, that's where they</p> <p>25 ended up putting it, and it would be very</p>	<p style="text-align: right;">Agenda Page 13 Page 35</p> <p>1 MR. CHESNEY: I'm sorry, I'm not sure I'm</p> <p>2 following the question exactly. What are you</p> <p>3 asking? Would we --</p> <p>4 MR. NEYLAN: Well, we don't know who is</p> <p>5 responsible. I mean, the homeowner is</p> <p>6 responsible for replacing the driveway, but if</p> <p>7 the situation is caused by something that's not</p> <p>8 under his control or is four feet under the</p> <p>9 ground or -- because what's going on recently,</p> <p>10 a branch of that line had collapsed and caused</p> <p>11 a little caving, which Doug fixed because there</p> <p>12 was a crack in the joints. He closed it up to</p> <p>13 fix it.</p> <p>14 MR. CHESNEY: Okay. I think I have a</p> <p>15 better idea.</p> <p>16 Erin, would you be able to answer that</p> <p>17 question in a meaningful way without more</p> <p>18 information?</p> <p>19 MS. McCORMICK: I don't know that I could</p> <p>20 without more information. I mean, if it's</p> <p>21 something that is related to the pipe that's</p> <p>22 causing the, you know, cracking in the</p> <p>23 driveway, I think that's a very different</p> <p>24 situation than, you know, many of the homes</p> <p>25 which have cracked driveways, which is what</p>
<p style="text-align: right;">Page 34</p> <p>1 difficult, if not impossible, to try to</p> <p>2 relocate it or re -- you know, without a major,</p> <p>3 major construction project.</p> <p>4 MR. NEYLAN: Well, our next question as</p> <p>5 part of that, is that the homeowner's</p> <p>6 responsibility in the future if it keeps</p> <p>7 cracking due to the fact that the manhole cover</p> <p>8 is creating a crack, or is it something</p> <p>9 underneath substrate that's either ground</p> <p>10 compaction has settled so there's a void</p> <p>11 forcing that concrete to contract? Because the</p> <p>12 homeowner -- if it is his responsibility, he</p> <p>13 wants it done right the first time. He does</p> <p>14 not want to have to keep addressing the issue,</p> <p>15 and that's basically our thing was we just</p> <p>16 wanted to get it out to the board, which now</p> <p>17 you are aware of it anyway, you said.</p> <p>18 MR. CHESNEY: Yeah.</p> <p>19 MR. NEYLAN: Because the fact that once</p> <p>20 we follow through with our end, we're going to</p> <p>21 get the driveway done and rip it up and then we</p> <p>22 find out there's a problem, we want to know</p> <p>23 that action will be taken to support either the</p> <p>24 HOA or the homeowner from having an open pit</p> <p>25 until it's solved, the issue is solved.</p>	<p style="text-align: right;">Page 36</p> <p>1 the --</p> <p>2 MR. NEYLAN: Correct, correct.</p> <p>3 MS. McCORMICK: -- board has been trying</p> <p>4 to deal with comprehensively, but if this is a</p> <p>5 unique situation where it's caused because of</p> <p>6 some infrastructure, I would -- that manhole,</p> <p>7 though, is -- Robert, is that something that's</p> <p>8 under the CDD's ownership or is that --</p> <p>9 MR. DVORAK: Yeah, you guys are</p> <p>10 responsible for operating and maintaining that,</p> <p>11 and what happened with the pipe joint -- and</p> <p>12 I'm assuming what -- they use a grout to seal</p> <p>13 up the joints. They come in concrete sections,</p> <p>14 and they use the same grout when they connect</p> <p>15 the pipe to the manhole and mud up the joint.</p> <p>16 The cement gets really hard and it prevents</p> <p>17 water from getting in or out and getting soil</p> <p>18 going in or out.</p> <p>19 What happens is after 20 years or so,</p> <p>20 depending on the soil conditions and how</p> <p>21 aggressive the soils could be, you can have a</p> <p>22 deterioration of the joints and you'll tend to</p> <p>23 see those all sort of happening at the same</p> <p>24 time and they will be -- when it starts -- if</p> <p>25 it's a soil issue and not maybe just a one-off</p>

<p style="text-align: right;">Page 37</p> <p>1 bad installation, you'll start to see this is a 2 repetitive thing. 3 But anyway, if it happened once in their 4 community, it's worth checking and verifying 5 that this pipe joint is in good shape and not 6 leaking or -- because what happens is soil can 7 migrate through the cracks and wash out and 8 then you get a subsidence of the soil and then 9 there's not anything to support what's above 10 it. 11 So that's something that we should 12 probably check out and just verify, that that 13 pipe -- the pipes that are connected to that 14 structure are in good shape. 15 MR. CHESNEY: Okay. I'm going to ask you 16 a couple of questions. So this is part of the 17 road bed then? That's why it's our -- 18 MR. DVORAK: It's outside of the actual 19 road, but it's -- it's -- 20 MR. CHESNEY: It's part of the drainage 21 system for the road? 22 MR. DVORAK: Yes, it's a part of the 23 drainage system for the road. 24 MR. CHESNEY: Okay. As opposed to -- 25 what I'm trying to differentiate -- it's not</p>	<p style="text-align: right;">Agenda Page 14 Page 39</p> <p>1 Smith, 90859 Bridgeton Drive, and that's why 2 the last time I was here, I said that my 3 driveway is a unique driveway right from the 4 very beginning. My driveway is the same 5 driveway that has the tree where I could have 6 three inches of growth in my driveway that's -- 7 I'm not responsible for the tree, but I'm 8 responsible for my driveway along with the 9 cracks that I have from the sewer drain that 10 are in my driveway that I'm responsible for or 11 am I not responsible for? Do I fix it and then 12 it gets torn up and then I have to put another 13 driveway down? 14 MR. CHESNEY: Oh, I see what you're 15 saying. You don't want it to repeat. Gotcha. 16 MR. SMITH: Well, I've lived there from 17 day one. Me and my wife have lived there from 18 day one, from the very first day that house was 19 built, and now, the driveway and the manhole 20 cover seem to have caused such a destruction of 21 my driveway that -- and Doug came out and saw 22 the manhole and said to me directly, "I'm not 23 sure that this is from the tree." 24 There's a good inch gap in my driveway 25 where the manhole cover is that somebody</p>
<p style="text-align: right;">Page 38</p> <p>1 part of that water system. That would 2 obviously be the county, so it's part of the 3 road work? 4 MR. DVORAK: Right, yeah. 5 MR. CHESNEY: Okay. So will you be able 6 to coordinate with one of these -- with Doug 7 and maybe look at whatever it is he wants you 8 to look at? 9 MR. DVORAK: Mm-hmm. 10 MR. CHESNEY: Okay. So why don't you see 11 Doug before you leave and we'll get it. 12 MR. SMITH: I've talked to Doug. 13 MR. CHESNEY: I know, but we'll have 14 someone look at it. So I'll give you a clearer 15 idea if this helps. So we've had issues where 16 maybe the developer built something wrong and 17 caused flooding in an area, like a backyard or 18 something. Those are usually things we fix 19 without any problems. This sounds very similar 20 to that, if that is what it is. If it's 21 something else, just your driveway cracking, 22 that's not any different than any of the other 23 Westchase residents who have cracking 24 driveways. 25 MR. SMITH: I do understand that. Mike</p>	<p style="text-align: right;">Page 40</p> <p>1 literally can step one foot into my driveway 2 and fall over and then can say it's my fault. 3 MR. CHESNEY: Yeah. 4 MR. SMITH: I didn't put the manhole 5 cover there, I'm not the one that's breaking 6 the concrete; but I don't have an answer yet, 7 either. That's why I said the last time I was 8 here, not to be rude -- while I understand, 9 everybody has a problem with the driveway, I 10 think this problem with my driveway is one of 11 the very few you're going to find in this 12 community that is the way it is. Very few. 13 There is not one other one -- and Pat said it, 14 that it has a cover in the middle of their 15 driveway. I'm looking for a picture to see if 16 I can show it to you. 17 MR. WIMSATT: I've seen the pictures. 18 MR. CHESNEY: Yeah, actually, we had 19 asked Doug -- when you brought it to our 20 attention, I know that Doug had gone out there 21 and did tell us that it was, yeah, in the 22 middle of your driveway. So he shared the 23 pictures already. 24 MR. SMITH: Okay. 25 MR. BARRETT: And we're going to have the</p>

<p style="text-align: right;">Page 41</p> <p>1 engineer go out and take a look at it and if  2 it's something that we're causing -- that's  3 caused by our infrastructure -- I mean, I've  4 never seen this board ever -- I can't speak for  5 everyone, but I've never seen this board not  6 own a problem that's district caused.  7 MR. CHESNEY: Yeah, or even developer  8 caused.  9 MR. SMITH: I just want the answers for  10 all of it together and that way we do it one  11 time without having to --  12 MR. CHESNEY: So before you leave, just  13 briefly talk with Doug and Robert and come up  14 with a time where you can all meet out there  15 and then they will bring it back to us.  16 MR. SMITH: Okay.  17 MR. CHESNEY: Now, we good, Pat?  18 MR. SMITH: Thank you for your time.  19 MR. NEYLAN: Yes, thank you.  20 MR. CHESNEY: All right. Good. Awesome.  21 I'm a little rusty at this.  22 Matt, why didn't you show up today?  23 CHAIRMAN LEWIS: You're doing great,  24 Greg, you're doing great.  25 MR. CHESNEY: Thank you. All right. The</p>	<p style="text-align: right;">Agenda Page 15 Page 43</p> <p>1 questions for them, you can do that, as well  2 and then ultimately, you, as a board, will sit  3 as a decision-making body and then obviously,  4 you can discuss it; but ultimately, you are  5 looking to appoint somebody to this seat.  6 So it can be as simple as making a motion  7 to appoint somebody to the seat or doing some  8 sort of a vote that you want to fashion. You  9 know, again, you have some flexibility there.  10 MR. CHESNEY: Okay. I got this part  11 down.  12 Matt, I just want to make sure, I had  13 asked Jim and Chris that you do want to do this  14 on this month's agenda. Right, Matt?  15 (No response.)  16 MR. CHESNEY: Matt, did you hear me?  17 CHAIRMAN LEWIS: Sorry, I'm on mute  18 talking to myself here. I do think we should.  19 I mean, you guys tell me if you disagree. I  20 mean, with the agendas that we have over the  21 next few months are some large-ticket items.  22 MR. CHESNEY: Yeah, I had already asked  23 them. I just -- I didn't realize you were on  24 the phone at that time.  25 Okay. We're good. All right.</p>
<p style="text-align: right;">Page 42</p> <p>1 next item -- we are going to do this. So the  2 next item is an organizational matter.  3 Andy, I'm sorry, I almost called you  4 Keith for some reason.  5 MR. MENDENHALL: Oh, okay. Yeah, so  6 basically, we had a recent resignation from the  7 board, and one of the takeaways from the last  8 meeting was to coordinate a little bit with the  9 WOW and get some information out there for any  10 residents that might have interest in being on  11 the board, and we did get three candidates who  12 expressed interest. They are all here today.  13 They are listed on your agenda, of course. We  14 have Reggie Gillis, Keith Heinemann and Forrest  15 Baumhover.  16 So they are here today from a procedure  17 perspective, and Erin, let me know if I go  18 astray, but this -- as a board, it is your  19 process on how you want to appoint somebody to  20 this seat. You'll have some flexibility with  21 that. Typically, what we would see -- and  22 we've done this a couple of times here -- is  23 since you have the candidates in attendance,  24 certainly, you can ask them to present  25 themselves. Perhaps if you had a couple of</p>	<p style="text-align: right;">Page 44</p> <p>1 CHAIRMAN LEWIS: Okay.  2 MR. CHESNEY: So why don't we do a minute  3 meet-and-greet or maybe three minutes,  4 depending on how it goes with some questions.  5 We'll just go in order.  6 So Reggie, just stand up and tell us a  7 little bit about yourself.  8 MR. GILLIS: I am Reggie Gillis. I live  9 at 11806 Marblehead Drive in Harbor Links.  10 MR. CHESNEY: Yeah, and just so you know,  11 we've all seen all of your resumes, all of us  12 already, so you don't need to rehash anything  13 like that.  14 MR. GILLIS: I'll try not to. So anyway,  15 I've lived in Harbor Links since 2009. I lived  16 in the Greens, also, from 2005 to '06. I am a  17 retired military officer and it has afforded me  18 the opportunity to start a company to do some  19 things in the community. I run the men's golf  20 league at Westchase. We have about 150 members  21 of both -- members that live in the community  22 and in surrounding area. About half of those  23 are sent off each weekend on Sundays, so we're  24 -- a pretty large tournament. I'm also a  25 coach. For the last six years, I coach Under</p>

<p style="text-align: right;">Page 45</p> <p>1 Armour flag football.</p> <p>2 So I've been in tons of meetings about</p> <p>3 fields and things, and basically, the company I</p> <p>4 own is Strategic Defense Solutions. I have</p> <p>5 people test evaluation of folks around the</p> <p>6 country, test and assessing things that they're</p> <p>7 -- security at airports, but also providing</p> <p>8 support to federal government, and I feel like</p> <p>9 I've done that a long time for a lot of the</p> <p>10 people in -- at the highest levels of</p> <p>11 government, both our White House and other</p> <p>12 White Houses in other countries, and that it's</p> <p>13 time to do a little more support to our own</p> <p>14 community. So that's why I'm volunteering.</p> <p>15 MR. CHESNEY: Okay. Thank you, and you</p> <p>16 -- I'll just ask you a couple of questions</p> <p>17 here. So you have -- did you say you have</p> <p>18 family in -- obviously, in Westchase. You have</p> <p>19 kids, because you're a coach?</p> <p>20 MR. GILLIS: Yeah, so I have two sons.</p> <p>21 One is 41. He is the president of my company</p> <p>22 and affords me the opportunity to do a lot of</p> <p>23 things throughout the day, and I have a</p> <p>24 12-year-old son who's -- I coach his</p> <p>25 football --</p>	<p style="text-align: right;">Agenda Page 16 Page 47</p> <p>1 We used to just be kind of half of</p> <p>2 Westchase, but now we've expanded and we're</p> <p>3 half of Westchase, plus six other precincts all</p> <p>4 rolled into one. That's one of things I really</p> <p>5 like to do in my time here.</p> <p>6 Probably similar to Reggie, my son is 51</p> <p>7 and he's -- he's a deputy in another</p> <p>8 jurisdiction addition. My daughter is 44 and</p> <p>9 she lives out in Winter Haven. So I don't --</p> <p>10 I'm not involved with, you know, little kids,</p> <p>11 if you want to call it that. That's past my</p> <p>12 time. I did all that long ago, but my interest</p> <p>13 is in serving this community.</p> <p>14 As I stated a couple -- three times</p> <p>15 running for the board, you know, you can take</p> <p>16 it or leave it, but I've done a lot of these</p> <p>17 things similar to you, Reggie; negotiating with</p> <p>18 folks overseas and in the sandbox and all those</p> <p>19 kinds of things.</p> <p>20 I spent a lot of time doing that and now</p> <p>21 -- and then I went and worked for the Post</p> <p>22 Office for a while. I don't know why, it was</p> <p>23 stupid, but I did it for a while, and so now</p> <p>24 I'm done with everything and I could never run</p> <p>25 for a seat here because I couldn't take time</p>
<p style="text-align: right;">Page 46</p> <p>1 MR. CHESNEY: Wow, you look great to have</p> <p>2 a 41-year-old son.</p> <p>3 MR. GILLIS: Well, I am 65.</p> <p>4 MR. CHESNEY: Awesome. Okay. Well,</p> <p>5 good. Awesome.</p> <p>6 Keith?</p> <p>7 MR. HEINEMAN: Yeah, I apologize for the</p> <p>8 Ray Charles look. I just had cataract surgery</p> <p>9 so I got to wear this looking at the light. So</p> <p>10 you saw the -- it's not really a resume. I've</p> <p>11 been around here some people would say forever.</p> <p>12 I've been a voting member of sorts since 2000</p> <p>13 or 2001. Started off at the bottom, the</p> <p>14 alternate, second alternate, and then I took</p> <p>15 over -- after I did it about six or seven</p> <p>16 years, I ceded it to Eric Holt because I think</p> <p>17 people get tired of hearing the same voice, and</p> <p>18 then when Eric got tired about the same amount</p> <p>19 of time, I went back and volunteered for that.</p> <p>20 So I've kept my hand in there, I've been</p> <p>21 on the board -- on Shawn's board for about -- I</p> <p>22 forget now, maybe ten or 12 years. So I -- I</p> <p>23 am involved in this community. I spend a lot</p> <p>24 of time in these two rooms here working for the</p> <p>25 supervisor of elections every cycle.</p>	<p style="text-align: right;">Page 48</p> <p>1 off from the love of my life, running the</p> <p>2 precinct, because you can't be on the ballot at</p> <p>3 any time. So -- but now in this case, I can be</p> <p>4 appointed for a time. So that's the reason I'm</p> <p>5 here.</p> <p>6 These guys are -- just like Forrest, they</p> <p>7 are super candidates. You know, you're going</p> <p>8 to get somebody good no matter what.</p> <p>9 So -- and I did have one other little</p> <p>10 thing. I got to be a pretend -- well, that's</p> <p>11 the wrong word. Back when CDD East and the CDD</p> <p>12 had to merge and they went from ten supervisors</p> <p>13 to five, you hired a couple of us for a few</p> <p>14 months to fill in and we said -- we pledged</p> <p>15 that when it came time -- that we're only going</p> <p>16 to have five seats -- that we would not run and</p> <p>17 so we walked the plank or whatever you want to</p> <p>18 call it; stepped off the board so that they</p> <p>19 could have an election for the new board, and</p> <p>20 it's done real well.</p> <p>21 I enjoyed that time and I do a lot of --</p> <p>22 I probably irritate you quite a lot. I don't</p> <p>23 bother -- I mean -- excuse me -- I bother Doug</p> <p>24 with things occasionally and he's helped me</p> <p>25 with a lot of things in Radcliff and Sonny, so</p>



<p style="text-align: right;">Page 49</p> <p>1 thank you for all of the things you've done for  2 me over the years.  3 But that's too long. Move on to Forrest.  4 MR. CHESNEY: Yeah, I -- that was great.  5 And it's -- back when that process went  6 through, I appreciate your professionalism in  7 that process, so thank you for reminding the  8 board of that.  9 Forrest?  10 MR. BAUMHOVER: Hi. Forrest Baumhover,  11 10526 Weybridge Drive. I haven't been to a  12 CDD, I guess, in about three months, but I feel  13 -- I stepped down or decided not to run for  14 election last year because there were  15 interested and worthy candidates for that seat  16 and I promised myself that, you know, while I  17 searched for volunteer opportunities, I would  18 not try to compete against people for those  19 volunteer opportunities.  20 So I saw that -- that Supervisor Ross  21 submitted his resignation and inquired with  22 Sonny and decided to come here just to see if  23 this was going to be a blank seat.  24 So seeing that there is two other very  25 worthy candidates, we all submit our names for</p>	<p style="text-align: right;">Agenda Page 17 Page 51</p> <p>1 questions. You can -- doesn't -- not just  2 Reggie, either.  3 MR. BARRETT: So I just want to thank all  4 of you guys for coming. I mean, we really --  5 you're right, we've got three great candidates  6 with anyone of you, so my vote tonight is  7 simply because -- I actually am super  8 impressed. I wish I could share Reggie's  9 resume. I'm hoping it's not a George Santos  10 thing, but I wish I could share Reggie's resume  11 with everyone.  12 MR. CHESNEY: It's public record. So --  13 MR. BARRETT: It's very, very impressive;  14 An impressive resume and I always think -- like  15 Forrest, I'm always motivated when I think of  16 new volunteers stepping forward. It's like,  17 "Look, we always benefit from having new ideas  18 and new voices." So -- and my vote is a vote  19 for, not against, other people. That's what I  20 want to emphasize.  21 MR. CHESNEY: Okay.  22 MR. WIMSATT: And I also want to say  23 thank you all for coming out and putting your  24 names in. I appreciate it. I'm kind of  25 echoing what Chris said. This really is a vote</p>
<p style="text-align: right;">Page 50</p> <p>1 your consideration. So --  2 MR. CHESNEY: Thank you. Awesome.  3 So this is how we usually like to do it  4 is someone makes a motion or we either approve  5 it or decline it.  6 So is anyone comfortable with doing that?  7 Okay. You are, Jim are you comfortable?  8 MR. WIMSATT: Yeah.  9 MR. CHESNEY: Yeah, okay.  10 Matt, do you have an idea moving forward?  11 CHAIRMAN LEWIS: Yeah, I would make a  12 motion for Mr. Gillis and that is out of deep  13 respect for the other two candidates who have  14 put their names in because I'm happy to say  15 that we are neighbors in terms of being in the  16 same Westchase Community, so it's -- they both  17 have a lot to offer, but I would make a motion  18 for Mr. Gillis.  19 MR. CHESNEY: Okay.  20 MR. WIMSATT: Second.  21 MR. CHESNEY: We got a second, perfect.  22 All right. So --  23 MR. BARRETT: May I?  24 MR. CHESNEY: Yeah, so any comments. And  25 now would be a time, also, to ask anybody any</p>	<p style="text-align: right;">Page 52</p> <p>1 for somebody. I mean, I know -- Keith I know  2 very well. You're our neighbor, you're a great  3 guy. Forrest, you know, you've been on this  4 board and you are also a wonderful person, but  5 I am excited to see somebody new step forward,  6 which I why I seconded the motion.  7 MR. CHESNEY: Okay. Awesome.  8 So I'm going to moot the question.  9 All in favor, signify by saying, "Aye."  10 (All board members signify in the  11 affirmative.)  12 MR. CHESNEY: Okay. That passes four to  13 zero.  14 (Motion passes.)  15 MR. CHESNEY: So we're going to go ahead  16 and do it now. Right?  17 MR. MENDENHALL: Yeah, so I have an oath  18 of office, which I'm prepared to give, if you  19 would like to join the board.  20 MR. CHESNEY: Yes, we like to do it this  21 way where you just go right on.  22 MR. MENDENHALL: Okay. So I will read  23 off the oath and if you want to affirm once I'm  24 done reading it, that would be great.  25 Do you solemnly swear or affirm that you</p>

<p style="text-align: right;">Page 53</p> <p>1 will support, protect and defend the 2 constitution and government of the United 3 States and of the State of Florida, that you 4 are duly qualified to hold office under the 5 constitution of the state and that you will 6 well and faithfully perform the duties of 7 supervisor Westchase CDD on which you are now 8 about to enter, so help you God? 9 MR. GILLIS: I do. 10 MR. MENDENHALL: All right. 11 Congratulations and welcome to the board. 12 MR. GILLIS: Thank you. 13 MR. MENDENHALL: So I am going to go 14 ahead and notarize this and there is some 15 information for you to fill out -- 16 MR. CHESNEY: Yeah. 17 MR. MENDENHALL: -- and I'm going to give 18 you the details of where this gets sent off to 19 the state and then return to them with a \$10 20 check made out to the Division of Elections, 21 which is all included in the instructions and 22 you will be all set. And before you leave 23 today, once you've filled this out, I'll just 24 take a scan of it so I have something for the 25 district records.</p>	<p style="text-align: right;">Agenda Page 18 Page 55</p> <p>1 MR. CHESNEY: Yeah, she's got to figure 2 out -- she'll set up all that other stuff. 3 MR. BARRETT: I actually looked at 4 everything that we're doing for this, so you 5 can use mine and if - 6 MR. MENDENHALL: And I have a package, as 7 well. Either way. 8 MR. BARRETT: All right. 9 MR. CHESNEY: All Okay. 10 MR. SARDUY: I have a question. 11 MR. CHESNEY: Sure. 12 MR. SARDUY: When in the agenda do you go 13 over the minutes from the last meeting? 14 MR. BARRETT: That's part of the consent 15 agenda. 16 THE REPORTER: What's your name, sir? I 17 really, really need someone to remind the 18 audience to please announce their names when 19 they speak. Everyone just yelling out and 20 asking questions will not help the transcript 21 later on. 22 MR. SARDUY: Oscar Sarduy, 11835 23 Derbyshire. 24 THE REPORTER: Thank you. 25 MR. CHESNEY: Did you a question about --</p>
<p style="text-align: right;">Page 54</p> <p>1 And that's it. Welcome to the board. 2 MR. GILLIS: Thank you. 3 MR. CHESNEY: Awesome. So interestingly 4 enough, the next item on the agenda is the 5 consent agenda. 6 Do I have a motion? 7 MR. BARRETT: I'll make a motion. 8 MR. WIMSATT: Second. 9 CHAIRMAN LEWIS: So moved. 10 MR. CHESNEY: All right. 11 All in favor, signify by saying, "Aye." 12 (All board members signify in the 13 affirmative.) 14 (Motion passes.) 15 MR. CHESNEY: So just so you know, we do 16 a consent agenda each month. You haven't read 17 it because you didn't get it or maybe you did, 18 I don't know. But it's usually just financials 19 and things like that. You are always welcome 20 to take something off of the consent agenda. 21 We don't ever put anything on there that we 22 think someone is going to disagree with. 23 MS. WHYTE: My apologies, I did not bring 24 the iPad. I will get it to you and get you 25 your login. I will be in touch with you.</p>	<p style="text-align: right;">Page 56</p> <p>1 MR. SARDUY: About the minutes. 2 MR. CHESNEY: About the minutes? 3 MR. SARDUY: About the minutes, yeah. 4 MR. CHESNEY: Sure, that's what we just 5 covered, so why don't you bring it up now. Do 6 you have a question about the minutes? 7 MR. SARDUY: Yes. 8 MR. CHESNEY: Sure, go ahead. 9 MR. SARDUY: In -- on page 65, Barrett 10 was concerned about the parcel where the north 11 tower is going to be built and the east side of 12 that tower. He was concerned about the other 13 item that might be built, I guess, next to that 14 tower. Can you explain what those items would 15 be? 16 MR. BARRETT: Oh, no, I don't think I 17 anticipated any items to be built. I was 18 concerned about -- because they had adjusted 19 the map, the layout, just a bit and I was 20 concerned about preserving access for the CDD 21 to the rest of the parcel. I didn't want that 22 cell tower to actually block that access to the 23 rest of the land in case the board would ever 24 want to use it for like a dog park or 25 something, you know, but no; there is no -- no</p>

<p style="text-align: right;">Page 57</p> <p>1 plans or any discussion to putting any further</p> <p>2 --</p> <p>3 MR. SARDUY: So they're not going --</p> <p>4 MR. BARRETT: No, no, no, I just wanted</p> <p>5 to make sure that we had -- had our access</p> <p>6 still, we weren't blocking our ability to get</p> <p>7 to the --</p> <p>8 MR. SARDUY: Okay. And that access road</p> <p>9 is where, where is it now located?</p> <p>10 MR. BARRETT: Can you speak to that,</p> <p>11 Doug?</p> <p>12 MR. MAYS: The only access is the gated</p> <p>13 fence that's right over here just behind the</p> <p>14 library.</p> <p>15 MR. SARDUY: Okay. Is that the access</p> <p>16 road that Vertex will use to get to the tower?</p> <p>17 MR. MAYS: Yes, yes, sir.</p> <p>18 MR. SARDUY: Which is in between --</p> <p>19 MS. McCORMICK: They are looking for</p> <p>20 access that would come down through the</p> <p>21 corridor and to -- to Countryway Boulevard.</p> <p>22 MR. MAYS: Yes.</p> <p>23 MS. McCORMICK: That's what you're</p> <p>24 talking about.</p> <p>25 MR. MAYS: Yes.</p>	<p style="text-align: right;">Agenda Page 19 Page 59</p> <p>1 if there's a car coming or if there's a</p> <p>2 pedestrian or someone on a bicycle and in</p> <p>3 general, there's a lot of different -- you</p> <p>4 know, there is several effective fixes for</p> <p>5 that.</p> <p>6 I mean, if you want someone to stop at a</p> <p>7 certain point, you can use signage and put a</p> <p>8 line. There is -- you know, there is pavement</p> <p>9 markings you can put out there. There isn't a</p> <p>10 lot of pavement markings on there, but I think</p> <p>11 there were stop bars and there is not a lot of</p> <p>12 signage. So -- and Doug made a good point.</p> <p>13 The way this area is configured, if you did</p> <p>14 that at each intersection and took, you know,</p> <p>15 essentially one car space distance away, you're</p> <p>16 going to do away with a lot of the street</p> <p>17 parking that's probably used. So there would</p> <p>18 be a lot of fewer street parking places in</p> <p>19 there. So -- but it can be effectively -- you</p> <p>20 know, it can be effectively addressed with</p> <p>21 signage and pavement markings.</p> <p>22 And then the other one was the park</p> <p>23 renovation project. I think Sonny wanted me to</p> <p>24 get the survey scheduled, which I'll do as soon</p> <p>25 as you guys ink the agreement and have that on</p>
<p style="text-align: right;">Page 58</p> <p>1 MR. SARDUY: Is that in between the power</p> <p>2 lines and the lot?</p> <p>3 MR. MAYS: Yes, the lot on the north side</p> <p>4 of the power lines. So yeah, the -- the</p> <p>5 easement is actually straight through the side</p> <p>6 of the power lines.</p> <p>7 MR. SARDUY: Okay. In between the power</p> <p>8 lines and the lot. Right?</p> <p>9 MR. MAYS: Yes, sir.</p> <p>10 MR. SARDUY: In between there. It's</p> <p>11 there now. Right?</p> <p>12 MR. MAYS: Yes, sir.</p> <p>13 MR. SARDUY: All right. Thank you.</p> <p>14 MR. CHESNEY: Awesome. Okay.</p> <p>15 We're going to go to the engineer's</p> <p>16 report.</p> <p>17 MR. DVORAK: I just had a couple of quick</p> <p>18 things. There was an e-mail that Sonny</p> <p>19 forwarded to me from residents that live on the</p> <p>20 streets Marchmont and Welbeck and the -- and I</p> <p>21 guess the associated alleys in that area where</p> <p>22 people are parking so close to the corner that</p> <p>23 when a car drives up to the stop sign, there</p> <p>24 actually is an invisible ability to see</p> <p>25 visually in either direction so you can't tell</p>	<p style="text-align: right;">Page 60</p> <p>1 the calendar so we can get the project -- you</p> <p>2 know, get that started, get the design started.</p> <p>3 MR. CHESNEY: Okay. Further to that, did</p> <p>4 we -- did we clarify the minutes so that</p> <p>5 agreement will get done?</p> <p>6 MS. WHYTE: Yes.</p> <p>7 MR. CHESNEY: Okay. You got that --</p> <p>8 Erin -- the agreement with -- what's her name?</p> <p>9 MS. WHYTE: Ivey Clinton.</p> <p>10 MS. McCORMICK: Yes.</p> <p>11 MR. CHESNEY: Okay. I guess there was</p> <p>12 some confusion on whether or not we had</p> <p>13 actually approved it. In my mind, I thought we</p> <p>14 had, but -- you know, some people didn't think</p> <p>15 so.</p> <p>16 MS. WHYTE: That would be me. In regards</p> <p>17 to what Robert just brought up, Ivey today --</p> <p>18 we had our team meeting today with the fountain</p> <p>19 and the -- we'll go back to that afterwards,</p> <p>20 but Ivey had asked that the next portion of</p> <p>21 this stage -- in order for her to start</p> <p>22 completing -- is to do a survey. So I sent</p> <p>23 Robert an e-mail to say, "Can you get this</p> <p>24 scheduled?" We'll ask the board tonight for</p> <p>25 approval and go ahead and get that survey. We</p>

<p style="text-align: right;">Page 61</p> <p>1 had that proposal for you last month or the</p> <p>2 month before. Robert supplied it, so that's</p> <p>3 why I asked Robert to work on that today so we</p> <p>4 can get that next phase done, as well, for</p> <p>5 Ivey.</p> <p>6 MR. CHESNEY: Okay.</p> <p>7 Robert, do you have anything else?</p> <p>8 MR. DVORAK: Nope.</p> <p>9 MR. CHESNEY: Fantastic. I don't -- do</p> <p>10 we need a motion for the survey?</p> <p>11 MS. WHYTE: It's under our allotment.</p> <p>12 MR. MENDENHALL: I thought the motion for</p> <p>13 the survey was made?</p> <p>14 MR. CHESNEY: Well, the motion was for</p> <p>15 the -- to do the contract with Ivey.</p> <p>16 MS. WHYTE: Yeah. So --</p> <p>17 MR. MENDENHALL: Hmm.</p> <p>18 MR. CHESNEY: It could be that, too.</p> <p>19 You're the one that looked it up.</p> <p>20 MR. MENDENHALL: Yeah, I thought I saw</p> <p>21 specifically survey.</p> <p>22 MR. CHESNEY: Okay. I think we've</p> <p>23 already done it.</p> <p>24 MS. WHYTE: Okay.</p> <p>25 MR. CHESNEY: Awesome.</p>	<p style="text-align: right;">Agenda Page 20 Page 63</p> <p>1 So year two, it would be -- the contract</p> <p>2 would go from \$117,999 to 123,899 and then in</p> <p>3 year the three, \$130,094. We always have the</p> <p>4 ability to terminate this agreement and this is</p> <p>5 a contract extension, so we could opt not to do</p> <p>6 the contract extension, also, but I did want to</p> <p>7 make sure the board was aware of that.</p> <p>8 This contract is below the bidding</p> <p>9 threshold, also, so -- you know, if you ever</p> <p>10 wanted to go out and get other bids, you have</p> <p>11 the option of doing that without having to go</p> <p>12 through a formal competitive bid process; but</p> <p>13 we're working on getting the agreement</p> <p>14 executed.</p> <p>15 MR. CHESNEY: Okay.</p> <p>16 MS. McCORMICK: And then on the</p> <p>17 Engineering Services RFP, at the last month's</p> <p>18 meeting, we had talked about accepting an</p> <p>19 assignment of the engineering agreement.</p> <p>20 Robert, I know you sent a proposed agreement</p> <p>21 for services, but what I was planning on doing</p> <p>22 was just doing an assignment of the existing</p> <p>23 agreement since we did --</p> <p>24 MR. DVORAK: Okay.</p> <p>25 MS. McCORMICK: -- that in 2017 and I</p>
<p style="text-align: right;">Page 62</p> <p>1 Erin? Oh, sorry. Sure.</p> <p>2 (An unidentified audience member speaks.)</p> <p>3 MR. CHESNEY: I'm not going in order.</p> <p>4 The only reason I moved it around is because I</p> <p>5 thought the bulk of the people were here for</p> <p>6 the vultures, but usually we don't -- yeah,</p> <p>7 just so we can -- this way, we can kind of free</p> <p>8 up our professionals sometimes. So --</p> <p>9 Erin?</p> <p>10 MS. McCORMICK: Okay. So we already</p> <p>11 talked about the vulture agreement. The next</p> <p>12 thing that's on the agenda is the A &amp; B</p> <p>13 Aquatics contract execution. One thing I</p> <p>14 wanted to mention about that, I've talked with</p> <p>15 Doug about that and I've also sent the</p> <p>16 agreement to Reid Conner with A &amp; B to just</p> <p>17 review and have them execute it so that we can</p> <p>18 get Matt to execute it, also.</p> <p>19 One thing I wanted to note is they've</p> <p>20 provided -- it's an initial one-year contract</p> <p>21 for -- it's 117,000 and some dollars and then</p> <p>22 they also provided for two renewal terms that</p> <p>23 would be for one year, also and those would be</p> <p>24 subject to five percent increase for each of</p> <p>25 the -- in each the second and the third year.</p>	<p style="text-align: right;">Page 64</p> <p>1 just had e-mailed you today that I just wanted</p> <p>2 to get the rate schedule attached to that.</p> <p>3 CHAIRMAN LEWIS: Hey, Greg?</p> <p>4 MR. CHESNEY: Yeah, Matt?</p> <p>5 CHAIRMAN LEWIS: Hey, sorry to interrupt.</p> <p>6 Whenever convenient, I wanted to say something</p> <p>7 about what was just -- that was just brought</p> <p>8 up.</p> <p>9 MS. McCORMICK: The engineering services?</p> <p>10 CHAIRMAN LEWIS: Yeah, I actually had</p> <p>11 them throw that on the agenda, Erin, because I</p> <p>12 wasn't sure with what we discussed last</p> <p>13 meeting, you know, when we needed to try to get</p> <p>14 some sort of -- something out there before</p> <p>15 another round of RFPs.</p> <p>16 MS. McCORMICK: Yeah, I mean, I think</p> <p>17 what we had talked about was the fact that</p> <p>18 there's a \$35,000 threshold for planning and</p> <p>19 study activities, so we certainly would be</p> <p>20 below that threshold for the services that</p> <p>21 we're contemplating they would be providing</p> <p>22 over the next few months; but I think doing an</p> <p>23 RFP process so that we can enter into a</p> <p>24 continuing contract is a good plan for the</p> <p>25 district to have and also, if you ever have a</p>

<p style="text-align: right;">Page 65</p> <p>1 construction project that you're having them --</p> <p>2 you know, a specific construction project, that</p> <p>3 gives you the latitude to be able to do that,</p> <p>4 too. So I would say do it, you know, in the</p> <p>5 next few months so you don't have to rush</p> <p>6 because of something that's coming down the</p> <p>7 line.</p> <p>8 MR. CHESNEY: Okay.</p> <p>9 CHAIRMAN LEWIS: So it's not something we</p> <p>10 have to do this month, we can wait until maybe</p> <p>11 even potentially April?</p> <p>12 MS. McCORMICK: Yeah, I think you could</p> <p>13 wait until April to do that.</p> <p>14 CHAIRMAN LEWIS: Okay.</p> <p>15 MR. CHESNEY: Just so you know, our</p> <p>16 current engineer has split off because the</p> <p>17 engineering firm didn't -- no longer wants to</p> <p>18 be in the CDD business. So unfortunately, that</p> <p>19 makes us -- that's our most recently vetted</p> <p>20 professional, we have to do it again this year.</p> <p>21 So that's what's -- okay. Awesome.</p> <p>22 Anything else, Erin?</p> <p>23 MS. McCORMICK: The other thing I will</p> <p>24 mention is that I've had a couple of</p> <p>25 conversations with Allen Ruiz about the lease</p>	<p style="text-align: right;">Agenda Page 21 Page 67</p> <p>1 because they are not going to be able to get a</p> <p>2 cell company to do it without having something</p> <p>3 recorded as a public record.</p> <p>4 So the way I left it with him at this</p> <p>5 point is to say that I think it makes sense to</p> <p>6 record that at the time that they are</p> <p>7 commencing construction. They still have some</p> <p>8 permitting to go through with the county and</p> <p>9 approvals, so he was looking at that and going</p> <p>10 to get back to me, but it's in process and I've</p> <p>11 been talking with him about that.</p> <p>12 MR. CHESNEY: Okay. Anybody have any</p> <p>13 further questions for Erin?</p> <p>14 (No response.)</p> <p>15 MR. CHESNEY: Awesome.</p> <p>16 CHAIRMAN LEWIS: I'm sorry, Erin, that</p> <p>17 was a little bit faint. Did you say you had</p> <p>18 not heard back from them on the stuff that you</p> <p>19 just talked about?</p> <p>20 MS. McCORMICK: Yeah, those two issues,</p> <p>21 we had a conversation and then he said he was</p> <p>22 going to get back with me in a few days. So I</p> <p>23 talked with him -- today is Tuesday -- I talked</p> <p>24 with him on Friday about that.</p> <p>25 CHAIRMAN LEWIS: Okay. Sorry for having</p>
<p style="text-align: right;">Page 66</p> <p>1 and option agreement amendment that the board</p> <p>2 had approved last month. It's not been</p> <p>3 finalized yet. He had provided a revised</p> <p>4 survey to me and a sketch of the leased area</p> <p>5 and at last month's meeting, we talked about</p> <p>6 the fact that they were adding in a retention</p> <p>7 pond that the county was requiring for the</p> <p>8 drainage that's coming from the north end of</p> <p>9 that property to the south end.</p> <p>10 I asked him to include that in the actual</p> <p>11 definition of the area that was being leased by</p> <p>12 Vertex because there is other provisions of the</p> <p>13 contract. For example, you know, insurance</p> <p>14 requirements, requirements as to having to</p> <p>15 maintain that property to certain standards</p> <p>16 that I want that retention pond to also be</p> <p>17 subject to, and the other thing that came up is</p> <p>18 that Vertex is asking to go ahead and record in</p> <p>19 the public records a memorandum of this lease</p> <p>20 agreement. That isn't something that was</p> <p>21 addressed when we did the option and lease</p> <p>22 agreement, but I think for purposes of them,</p> <p>23 you know, entering into a contract with the</p> <p>24 cell service provider, they need to -- he's</p> <p>25 saying that they need to have that protection</p>	<p style="text-align: right;">Page 68</p> <p>1 you repeat that, I just didn't hear it. Thank</p> <p>2 you.</p> <p>3 MS. McCORMICK: No problem.</p> <p>4 MR. CHESNEY: All right.</p> <p>5 Andy?</p> <p>6 MR. MENDENHALL: Yeah, just a couple of</p> <p>7 things. The one time is the Montague Street</p> <p>8 Green Usage Guidelines. As you might recall</p> <p>9 from the last meeting, Chris had turned in some</p> <p>10 suggestions. Basically, that is included in</p> <p>11 your meeting package. So, of course, this is</p> <p>12 your opportunity to discuss it. I don't know</p> <p>13 how in depth you want to get, but certainly</p> <p>14 here for your general thoughts.</p> <p>15 MR. CHESNEY: Chris, it's your document,</p> <p>16 so why don't you --</p> <p>17 MR. BARRETT: Well, I sent it out -- what</p> <p>18 the -- a month ago, last month and it basically</p> <p>19 just kind of clarifies that we do view the</p> <p>20 Green as something to attract events that build</p> <p>21 a sense of community and participation</p> <p>22 involvement. Acceptable uses, not for profit</p> <p>23 organizers holding the 501(c)(3) designation</p> <p>24 would have the right to organize stuff; like</p> <p>25 the WCA's Movies in the Park; Wow, it's a great</p>

<p style="text-align: right;">Page 69</p> <p>1 Westchase, food truck rallies.</p> <p>2 Will also consider for profit events that</p> <p>3 provide a significant service and/or</p> <p>4 entertainment value to Westchase residents and</p> <p>5 which enhance community. I have examples in</p> <p>6 here as like a free open yoga class or art</p> <p>7 festival, farmer's market and small concerts</p> <p>8 financed by business sponsors; but it makes</p> <p>9 clear that for profit single tent vendors</p> <p>10 selling items do not constitute an acceptable</p> <p>11 use and then exceptions for events outside of</p> <p>12 these acceptable uses could be considered by</p> <p>13 the board at the monthly meeting and then the</p> <p>14 usage rules, there's five of them and they're</p> <p>15 pretty simple.</p> <p>16 Repair any damage. I do have a limit of</p> <p>17 two major events in a calendar month, except</p> <p>18 October, with usage rights provided on a first</p> <p>19 come, first serve basis. The month of October,</p> <p>20 three major events may be considered, just</p> <p>21 because of The Great West Chase. Additional</p> <p>22 events beyond this number may be considered and</p> <p>23 then to minimize disruptive noise in early and</p> <p>24 late hours, that's beyond 10:00 p.m. If they</p> <p>25 attract more than 300 vehicles, a plan for kind</p>	<p style="text-align: right;">Agenda Page 22 Page 71</p> <p>1 use the 300,000, but any -- I don't know how to</p> <p>2 say this -- organizational --</p> <p>3 MR. WIMSATT: For profit business or --</p> <p>4 MR. CHESNEY: And even non profit.</p> <p>5 MR. WIMSATT: For profit and nonprofit</p> <p>6 organization.</p> <p>7 MR. CHESNEY: Organization, we'd maintain</p> <p>8 the million dollars that we currently have. So</p> <p>9 currently what we have now -- just because it</p> <p>10 was a long, long time ago that we addressed</p> <p>11 this, it's -- you have to be a nonprofit</p> <p>12 organization and we had fairly high insurance</p> <p>13 requirements and since we put that in effect,</p> <p>14 we've had fewer events. So that's -- it's a</p> <p>15 simple thing.</p> <p>16 MR. BARRETT: I'm just having Jim</p> <p>17 actually incorporate the language that you just</p> <p>18 mentioned about the individual versus the</p> <p>19 organization.</p> <p>20 MR. CHESNEY: So do you want to make a</p> <p>21 motion for that or do you want to hold it?</p> <p>22 MR. BARRETT: Do you have any questions</p> <p>23 about that, Reggie?</p> <p>24 MR. GILLIS: No, no, I don't. It's all a</p> <p>25 little -- but it's okay.</p>
<p style="text-align: right;">Page 70</p> <p>1 of directing people to appropriate parking on</p> <p>2 media sites and then I incorporated -- I think</p> <p>3 it was, Greg, you suggested insurance coverage</p> <p>4 of 300,000 per event at minimum.</p> <p>5 MR. CHESNEY: Yeah, it's currently a</p> <p>6 million. So yeah, I actually suggested</p> <p>7 lowering it.</p> <p>8 MR. BARRETT: The goal is to just</p> <p>9 actually attract more people who -- like the</p> <p>10 million -- I think you mentioned that it's very</p> <p>11 unusual for a business to have coverage that</p> <p>12 high.</p> <p>13 MR. CHESNEY: Well, not a business, but a</p> <p>14 resident, yeah.</p> <p>15 MR. BARRETT: Resident. So the goal here</p> <p>16 is to actually use the Village Green in West</p> <p>17 Park Village for its actually created reasons</p> <p>18 and it kind of adopted, years ago, policies</p> <p>19 that had the unintended consequence, I think,</p> <p>20 of making it very difficult for people to use</p> <p>21 that green for events that people would like to</p> <p>22 see, like farmer's markets and such.</p> <p>23 MR. CHESNEY: So I would suggest on the</p> <p>24 insurance side, what I would suggest is if it's</p> <p>25 an individual that is participating, that they</p>	<p style="text-align: right;">Page 72</p> <p>1 MR. WIMSATT: Just -- I'm just --</p> <p>2 MR. BARRETT: When you read it, would you</p> <p>3 just read that last line that you have?</p> <p>4 MR. CHESNEY: We're not going to get an</p> <p>5 hour for this, but --</p> <p>6 MS. McCORMICK: So is the idea that this</p> <p>7 would replace what we have currently? As far</p> <p>8 as the policies, these would supercede the</p> <p>9 prior policies?</p> <p>10 MR. CHESNEY: Yeah.</p> <p>11 MS. McCORMICK: Okay.</p> <p>12 MR. CHESNEY: So he's going to do that,</p> <p>13 we'll come back to that.</p> <p>14 MS. WHYTE: I just -- can I just ask a</p> <p>15 question? Does that mean you want me to bring</p> <p>16 you every event that --</p> <p>17 MR. CHESNEY: As long as -- you'll read</p> <p>18 it, you'll get it. It's pretty --</p> <p>19 MS. WHYTE: Okay. Okay.</p> <p>20 MR. CHESNEY: You can, but you don't have</p> <p>21 to.</p> <p>22 MS. WHYTE: Okay. I'm bringing you one</p> <p>23 today.</p> <p>24 MR. CHESNEY: Andy, do you want to go to</p> <p>25 the next one while he finishes that up?</p>

<p style="text-align: right;">Page 73</p> <p>1 MR. MENDENHALL: Sure. So the next --</p> <p>2 CHAIRMAN LEWIS: Hey --</p> <p>3 MR. MENDENHALL: Go ahead, Matt.</p> <p>4 CHAIRMAN LEWIS: I'm sorry to interrupt,</p> <p>5 I just wanted to say thanks to Chris Barrett</p> <p>6 for putting that together.</p> <p>7 MR. BARRETT: Oh, any time.</p> <p>8 MR. MENDENHALL: Okay.</p> <p>9 MR. BARRETT: Jim is done if we want</p> <p>10 to --</p> <p>11 MR. MENDENHALL: Yeah, sure.</p> <p>12 MR. WIMSATT: I just changed five to say,</p> <p>13 "All event organizers must provide proof of</p> <p>14 adequate insurance coverage of at least</p> <p>15 \$300,000 per incident or for individuals" --</p> <p>16 no, "For individuals or one million dollars for</p> <p>17 not for profit organizations or for profit</p> <p>18 organizations."</p> <p>19 MR. CHESNEY: Okay.</p> <p>20 MR. GILLIS: So one million per incident.</p> <p>21 MR. WIMSATT: Yeah, per incident.</p> <p>22 MR. CHESNEY: Why -- not to be, you know,</p> <p>23 I'm not insurance guy, but say one million</p> <p>24 aggregate?</p> <p>25 MR. WIMSATT: Aggregate?</p>	<p style="text-align: right;">Agenda Page 23 Page 75</p> <p>1 MR. CHESNEY: The other thing we also --</p> <p>2 you always have to vote, so sorry to put you on</p> <p>3 the hot seat.</p> <p>4 MR. GILLIS: No worries.</p> <p>5 MR. MENDENHALL: So the other item I had</p> <p>6 was update on the check fraud issue. Actually,</p> <p>7 general banking update. So we don't have any</p> <p>8 update on the returning of the funds, the</p> <p>9 \$3,600 Aventura Nursery. We've been reaching</p> <p>10 out to South State basically on weekly basis</p> <p>11 and the last time we spoke to them -- because</p> <p>12 we had asked them as far as timing and they had</p> <p>13 mentioned it depends on how quickly the</p> <p>14 receiving bank responds and assists in the</p> <p>15 investigation. So at least so far, that</p> <p>16 doesn't seem to have happened or no progress</p> <p>17 yet.</p> <p>18 So the other thing, with Truist Bank --</p> <p>19 which at the last meeting we talked about</p> <p>20 moving the district over to -- that has been</p> <p>21 really well. Been really happy with dealing</p> <p>22 with all the folks at Truist. They've been</p> <p>23 very helpful. Everything has been signed off</p> <p>24 on now, as of, really, the end of last week and</p> <p>25 they are now opening the accounts and they are</p>
<p style="text-align: right;">Page 74</p> <p>1 MR. CHESNEY: Yeah.</p> <p>2 MR. BARRETT: Thanks you for your help</p> <p>3 and suggestions in putting this together.</p> <p>4 MR. CHESNEY: Sure.</p> <p>5 MR. WIMSATT: So, "All event organizers</p> <p>6 must provide proof of adequate insurance</p> <p>7 coverage of at least \$300,000 per incident for</p> <p>8 individuals or one million dollars aggregate</p> <p>9 for non for profit organizations or for profit</p> <p>10 organizations."</p> <p>11 MR. CHESNEY: Sure, sounds good. You</p> <p>12 have to make a motion.</p> <p>13 MR. BARRETT: Oh, motion to approve the</p> <p>14 -- the new guidelines for use of the Village</p> <p>15 Greens to supercede the previous one.</p> <p>16 MR. WIMSATT: I'll second it.</p> <p>17 MR. CHESNEY: Okay. All right. All in</p> <p>18 favor by the motion, signify by saying, "Aye."</p> <p>19 (All board members signify in the</p> <p>20 affirmative.)</p> <p>21 (Motion passes.)</p> <p>22 MR. CHESNEY: Perfect.</p> <p>23 MR. BARRETT: Once I have Wifi, I will</p> <p>24 send you the new updated copy.</p> <p>25 MR. MENDENHALL: Sounds good.</p>	<p style="text-align: right;">Page 76</p> <p>1 sending across the treasury documents, which</p> <p>2 once we receive that, we will go ahead and</p> <p>3 start funding the accounts. So that should be</p> <p>4 all set up relative quickly.</p> <p>5 MR. CHESNEY: So further to that, you're</p> <p>6 going to take out our banking information from</p> <p>7 our agenda packages once this happens?</p> <p>8 MR. MENDENHALL: Yes.</p> <p>9 MR. CHESNEY: So any of us who want</p> <p>10 access to the banking information has access to</p> <p>11 it and I suggest you sign up for a username and</p> <p>12 password and that way, you will be able to see</p> <p>13 all the transactions that come in and out of</p> <p>14 the bank accounts.</p> <p>15 MR. BARRETT: Yeah, Andy, if you could</p> <p>16 put me on that.</p> <p>17 MR. MENDENHALL: Yes.</p> <p>18 MR. BARRETT: I'm actually nerdy enough</p> <p>19 look at the check registry every month.</p> <p>20 MR. MENDENHALL: No problem at all.</p> <p>21 MR. WIMSATT: Me, as well.</p> <p>22 MR. MENDENHALL: Awesome. How about I</p> <p>23 reach out to everybody and if you don't want</p> <p>24 to, just don't respond.</p> <p>25 MR. CHESNEY: Exactly.</p>

<p style="text-align: right;">Page 77</p> <p>1 MR. MENDENHALL: Yeah, we can do that.</p> <p>2 No problem at all.</p> <p>3 MR. CHESNEY: Is that it?</p> <p>4 MR. MENDENHALL: Yes, that's it. That's</p> <p>5 all I had.</p> <p>6 MR. CHESNEY: Awesome.</p> <p>7 Doug?</p> <p>8 MR. MAYS: Yeah, just a few things.</p> <p>9 We've -- still working on the bids, the</p> <p>10 additional bids that were requested by the</p> <p>11 board to -- for the erosion, erosion repairs.</p> <p>12 I've got a meeting with one of the companies</p> <p>13 tomorrow, so we'll probably have it by next one</p> <p>14 month, the erosion bids altogether for the</p> <p>15 repairs that need to be done. We also found an</p> <p>16 additional one and it's in the Green Crest</p> <p>17 Community on one of the lakes over there, too,</p> <p>18 so we'll end up having to add to it anyway. So</p> <p>19 I'll put those bids together and hopefully, we</p> <p>20 will have them ready for you by next month.</p> <p>21 MR. BARRETT: Thanks for doing that,</p> <p>22 Doug.</p> <p>23 MR. MAYS: Sure. Also, we have our first</p> <p>24 tree permit that needs to be approved by the</p> <p>25 board for the Modification Committee. I'm</p>	<p style="text-align: right;">Agenda Page 24 Page 79</p> <p>1 Myrtle.</p> <p>2 MR. CHESNEY: So anyway, so we need to</p> <p>3 approve that. Okay. That's how we're doing</p> <p>4 this now?</p> <p>5 Okay. So I'll make the motion that we</p> <p>6 approve it.</p> <p>7 I need a second.</p> <p>8 MR. WIMSATT: Second.</p> <p>9 MR. CHESNEY: Jim seconds it.</p> <p>10 All in favor, please signify by saying,</p> <p>11 "Aye."</p> <p>12 Matt?</p> <p>13 CHAIRMAN LEWIS: Aye.</p> <p>14 (All board members signify in the</p> <p>15 affirmative.)</p> <p>16 (Motion passes.)</p> <p>17 MR. CHESNEY: Okay. Awesome.</p> <p>18 MR. MAYS: Next item we have is today, we</p> <p>19 got pictures of a one our picnic benches that's</p> <p>20 over in Glenn Cliff Park that was destroyed and</p> <p>21 by -- when we did further investigation on</p> <p>22 what's happening with this bench, when they're</p> <p>23 out in the weather like that, these things --</p> <p>24 these are the original benches that were bought</p> <p>25 for the community when me and Sonny were hired</p>
<p style="text-align: right;">Page 78</p> <p>1 assuming that's how you wanted to do it. You</p> <p>2 don't want me to make the decision, so there</p> <p>3 you go. Here is your first one. 10219</p> <p>4 Woodford Bridge would the removal of their</p> <p>5 large live oak on the front of their property</p> <p>6 doing damage to the sidewalk and excessive</p> <p>7 damage caused by the roots. They are sticking</p> <p>8 -- highly protruding out of the ground when I</p> <p>9 looked at them, so it's not the best looking</p> <p>10 oak tree on the block, but it's going to be one</p> <p>11 that something should go back there because if</p> <p>12 not, there goes the canopy on that block.</p> <p>13 That's the first one on that block.</p> <p>14 MR. CHESNEY: Where is it?</p> <p>15 MR. MAYS: 10219 Woodford Bridge.</p> <p>16 MR. BARRETT: Actually, I went by and I</p> <p>17 looked at it and you'll be shocked to hear me</p> <p>18 say I think the tree should come down. Not for</p> <p>19 the reasons Doug said, it's half dead. Half of</p> <p>20 the thing is dead. There is clearly something</p> <p>21 going on with it; but I do agree, I'd like</p> <p>22 something to go in. I just don't want it to be</p> <p>23 a Crape Myrtle, Doug. Just try to preserve the</p> <p>24 shape of the canopy with something that's going</p> <p>25 to be a little bit nicer other than the Crape</p>	<p style="text-align: right;">Page 80</p> <p>1 back 2005. So these two and then I found the</p> <p>2 third one that had rusted up a quite a bit on</p> <p>3 the bottom. This one had ended up collapsing</p> <p>4 on the seats, so hopefully, we won't have any</p> <p>5 issues from that.</p> <p>6 So we -- upon inspection of the rest of</p> <p>7 them, we found two more that need to be</p> <p>8 replaced. So that's definitely a total of</p> <p>9 three, but it would be good to add a couple of</p> <p>10 benches in a few locations, so I'm thinking if</p> <p>11 we can get the board to let us go out and get</p> <p>12 proposals for five benches to replace some of</p> <p>13 the bad benches, I think that will get us</p> <p>14 through a few more years.</p> <p>15 MR. CHESNEY: So do you have a proposal?</p> <p>16 MR. MAYS: Do you remember what those</p> <p>17 usually cost?</p> <p>18 MS. WHYTE: Everything has gone up since</p> <p>19 we ordered them last. I have not reached out.</p> <p>20 We just found out today.</p> <p>21 MR. CHESNEY: Okay. We'll bring it back.</p> <p>22 MR. MAYS: So we had to kind of move</p> <p>23 benches around to make sure we had the adequate</p> <p>24 number of benches in certain areas because we</p> <p>25 are -- this time of year, a lot of reservations</p>



<p style="text-align: right;">Page 81</p> <p>1 for the pavilions, as Sonny will tell you. So</p> <p>2 we don't want to remove them out of there, so</p> <p>3 we kind of had to take them out of areas that</p> <p>4 people really don't go, like back on the</p> <p>5 trails.</p> <p>6 Like for instance, that Baybridge Trail</p> <p>7 back there. They don't sit on those picnic</p> <p>8 tables, so we actually had to remove one out of</p> <p>9 there to put one over in the other location to</p> <p>10 make it safer. So we'll get the bids together</p> <p>11 for that, also.</p> <p>12 MS. McCORMICK: So you've removed all</p> <p>13 three of the benches that were in bad shape?</p> <p>14 MR. MAYS: Removed two of them so far,</p> <p>15 we're doing the other one tomorrow. We are</p> <p>16 down one employee, he's on vacation. So -- but</p> <p>17 we'll get the other one tomorrow.</p> <p>18 MS. WHYTE: I have a -- for three tables.</p> <p>19 Are we doing tables or benches?</p> <p>20 MR. MAYS: We need picnic tables.</p> <p>21 MS. WHYTE: So the picnic tables -- it's</p> <p>22 been a long time since I have ordered them, but</p> <p>23 I think they are going to be close to three,</p> <p>24 probably somewhere close to five, maybe a</p> <p>25 little bit more because they are the unique</p>	<p style="text-align: right;">Agenda Page 25 Page 83</p> <p>1 MR. MAYS: I don't want to put that off.</p> <p>2 I want to get them ordered now.</p> <p>3 MR. CHESNEY: That makes sense.</p> <p>4 MR. MAYS: And Sonny will talk to you</p> <p>5 more about it, but we have the St. Paddy's Day</p> <p>6 event coming up. We usually approve that, so I</p> <p>7 think this is one of them that you allow Sonny</p> <p>8 and myself to just make the decision. So we</p> <p>9 went ahead and authorized that to -- and we'll</p> <p>10 explain to them about the new insurance costs</p> <p>11 and make sure that's covered.</p> <p>12 MR. CHESNEY: Is that it?</p> <p>13 CHAIRMAN LEWIS: Hey, Andy?</p> <p>14 MR. MENDENHALL: Yes?</p> <p>15 CHAIRMAN LEWIS: Or Greg, I'm sorry, can</p> <p>16 I -- I think I just heard Doug talk about the</p> <p>17 St. Paddy's Day event?</p> <p>18 MR. CHESNEY: Yeah, yep. Well, he just</p> <p>19 said that they approved it. That's all.</p> <p>20 MS. WHYTE: No, not yet.</p> <p>21 MR. CHESNEY: Not approved it, but</p> <p>22 thinking of approving it.</p> <p>23 CHAIRMAN LEWIS: Okay. I just wanted to</p> <p>24 make sure it didn't conflict with anything that</p> <p>25 Maloney's was doing. I thought they did</p>
<p style="text-align: right;">Page 82</p> <p>1 ones that are curved like we have everywhere</p> <p>2 else on the -- in that area.</p> <p>3 MR. CHESNEY: He's suggesting five, not</p> <p>4 three.</p> <p>5 MS. WHYTE: Oh. Well, then it will be a</p> <p>6 little more. I will have a proposal for you at</p> <p>7 the next meeting.</p> <p>8 MR. BARRETT: Are you saying five total</p> <p>9 or five per --</p> <p>10 MS. WHYTE: Yeah, I think Doug's saying</p> <p>11 he would like to do five.</p> <p>12 MR. BARRETT: Oh, I'm sorry. I</p> <p>13 misunderstood. I thought you were using</p> <p>14 shorthand for price, not how --</p> <p>15 MS. WHYTE: No, no, he was originally</p> <p>16 doing three. That was what I was told this</p> <p>17 morning, so that would've been around five</p> <p>18 because they are very, very heavy so transport</p> <p>19 is going to be a challenge -- is going to be a</p> <p>20 cost factor, as well, but if we want to order</p> <p>21 more, then, of course, I can certainly do that.</p> <p>22 My original plan was to order it when we</p> <p>23 were ordering the site furnishings for West</p> <p>24 Park Village if we're going forward, but</p> <p>25 obviously, we can't wait that long. So --</p>	<p style="text-align: right;">Page 84</p> <p>1 something for St. Patrick's Day, but maybe not</p> <p>2 the same time.</p> <p>3 MR. CHESNEY: Maloney's, that's a</p> <p>4 different place.</p> <p>5 MS. WHYTE: No.</p> <p>6 MR. CHESNEY: Oh, is that the same place?</p> <p>7 MS. WHYTE: Irish 30 -- is it Irish 31 --</p> <p>8 Irish 31 do theirs and they used to do it on a</p> <p>9 regular basis as a -- it was a free event for</p> <p>10 all the kids in the morning. The Bucs were</p> <p>11 there, they do bubbles, they do all sorts of --</p> <p>12 you know, the mascot comes and stuff and</p> <p>13 they've done it -- probably four or five years</p> <p>14 we've allowed them to do it, but in the last</p> <p>15 three, of course, with COVID, we haven't done</p> <p>16 and she just got our approval and she's very</p> <p>17 excited. I mean, I have the -- I have</p> <p>18 everything. Like she's ready to go. She sent</p> <p>19 what bounce-houses, she's sent what jumping</p> <p>20 things, whatever.</p> <p>21 So that is in West Park Village. I don't</p> <p>22 think it has anything to do with Maloney's at</p> <p>23 that end.</p> <p>24 MR. CHESNEY: That's what I just said.</p> <p>25 MS. WHYTE: It's a totally different -- I</p>

<p style="text-align: right;">Page 85</p> <p>1 didn't -- well, they don't have to ask us.  2 It's not our property.  3 CHAIRMAN LEWIS: Yeah, I didn't mean to  4 imply that it did. I just was concerned that,  5 you know, with parking at a minimum down there,  6 I just wanted to be careful, you know, that --  7 I know it's a different location, but I thought  8 Maloney's kind of used that power line easement  9 in front of their establishment and I was just  10 concerned that, you know, maybe a bigger event  11 at two places on the same day might cause  12 stress. So --  13 MS. WHYTE: This is early in the morning  14 for the kids. It's usually like a 9:00 until  15 2:00 or 3:00, whatever, event for kids.  16 MR. CHESNEY: I mean, Maloney's had a  17 thing last Friday. Plus, the food truck rally  18 went on and I went to both. There's plenty of  19 places to park and -- yeah.  20 CHAIRMAN LEWIS: Oh, okay. Maybe it was  21 unfounded concern. I was just -- it was  22 something that just crossed my mind.  23 Just real quick, I just wanted to note,  24 the form that was used, I think we need to  25 update that, Sonny. There was a lot references</p>	<p style="text-align: right;">Agenda Page 26 Page 87</p> <p>1 it was given to somebody else to oversee, but I  2 felt like that letter should have come to me  3 since I'm supposed to be the manager out here  4 instead of going to her.  5 You wouldn't send a letter to LaVaughn,  6 you wouldn't send a letter to Christian, you  7 would send a letter to me to straighten that  8 problem out if you felt it was a problem. So I  9 just wanted to say -- and if you think I'm  10 wrong, then I am fine with it, I will be wrong  11 with it; but I should have been approached on  12 that and I just want to voice my concerns about  13 it because I really don't feel right about it.  14 MR. BARRETT: Okay. That was my letter  15 and I apologize. You are absolutely right, it  16 should have gone to you and I didn't even think  17 of that and I apologize.  18 So going forward, if I'm troubled by  19 something, I will go through you.  20 MR. MAYS: Okay. I want to make sure we  21 are handling it that way.  22 MR. CHESNEY: Okay.  23 MR. MAYS: That's all. That's all I have  24 today.  25 MR. CHESNEY: Awesome.</p>
<p style="text-align: right;">Page 86</p> <p>1 to Westchase East CDD. I think it's a little  2 bit outdated.  3 MS. WHYTE: Oh, it's old. I will get it  4 updated. Thank you.  5 CHAIRMAN LEWIS: Thank you.  6 MR. CHESNEY: That's a good point. Thank  7 you.  8 Okay. You good?  9 MR. MAYS: Still on the permit thing. Do  10 you want me to sign off on the modification or  11 should I give it to the board members or give  12 it to the Chair to sign off on the application?  13 MR. CHESNEY: I think once -- I don't  14 know. Andy?  15 MR. MENDENHALL: Yeah, one of staff will  16 sign.  17 MR. MAYS: Okay. The one thing I did  18 want to bring up -- and it's kind of sensitive,  19 but I'm also ex-military, you know, and I  20 believe in chain of command and there was a  21 letter that was sent to Sonny from a board  22 member that decided to go straight to Sonny  23 with it and it had some, you know, negative  24 about the way she handled something and Sonny's  25 been handling this project all along and I know</p>	<p style="text-align: right;">Page 88</p> <p>1 Now, audience comments. Now, we have a  2 more open forum. Now.  3 MR. ANDERSON: My name is Barry Anderson  4 and I live at 11829 Derbyshire Drive, in the  5 Shires. I am currently the alternate voting  6 member, our voting member couldn't be here. We  7 are coming here with a question and -- maybe  8 two questions and a comment.  9 Question, if we read the minutes that you  10 just approved of the -- and everything moves  11 forward as planned, Vertex would begin  12 construction of the cell tower on or about June  13 23rd and we have four months to complete their  14 work. Is that correct? Those are the updates  15 that we are --  16 MS. McCORMICK: Yes, yes.  17 MR. ANDERSON: Great, that was our  18 question. Comments. As Matt knows, the people  19 in the Shires for -- possibly our oversight,  20 our error, our not following your minutes and  21 reading them when they were available to us --  22 really felt blind-sided with that tower  23 approval process.  24 At the land use hearing, after the  25 meeting, Matt was very great to say, "Hey, we</p>

<p style="text-align: right;">Page 89</p> <p>1 didn't" -- "We, the CDD, didn't realize that  2 the residents of the Shires were" -- some of  3 them, the majority of them, were put out by the  4 cell tower.  5 I was pleased to see that Chris said,  6 "Hey, we don't have any plans for the area east  7 of that," because that was included in the  8 minutes of your last meeting. What we'd really  9 ask going forward -- similar to what the county  10 does -- is that when you have anticipated uses  11 for your land, that you contact the impacted  12 communities -- selfishly, we'll say the Shires  13 -- and talk us through the process ahead of  14 time so that we don't end up with the conflict  15 at the land use meeting where Matt was saying  16 one thing and we, as a community, were saying  17 something else. If we talk about ahead of  18 time, I think we'll feel better about it and we  19 may actually be able to make some suggestions  20 that wouldn't adversely impact what you want to  21 do and would help us feel better about what is  22 going on behind our community. It's an ask.  23 MR. CHESNEY: That's very understandable.  24 MR. ANDERSON: And this one last  25 clarification, if I could, Chris on something</p>	<p style="text-align: right;">Agenda Page 27 Page 91</p> <p>1 Power and Light easement. I don't know, there  2 could be a TECO easement, also.  3 MR. ANDERSON: What -- what was that?  4 Sorry, I didn't hear what the term was?  5 MS. McCORMICK: Florida Power and Light,  6 FPL. The main -- I'm not sure if there's a  7 TECO easement there, as well. Vertex has been  8 responsible, though, for doing its own work to  9 get the access approvals that it needs from  10 whoever would have to grant that to access  11 their --  12 MR. ANDERSON: And the position of the  13 board, I assume, is that's their problem, not  14 the CDD's problem?  15 MS. McCORMICK: Right.  16 MR. BARRETT: And to clarify my comment,  17 I was really just looking for -- Robert's left,  18 actually, but I was looking for him to look at  19 the survey and just assure me that given  20 everything that kind of was going on back there  21 with like the power lines and everything, that  22 we weren't going to make a change to the survey  23 that would impede our ability to access the  24 land.  25 So that's what that was all about. There</p>
<p style="text-align: right;">Page 90</p> <p>1 that you said. You talked in your comments at  2 the last meeting about TECO approval. Where  3 does TECO fit into this whole process? We  4 didn't realize they had rights to say no, but  5 --  6 MR. BARRETT: About that parcel or -- it  7 may have been -- I don't remember if I was  8 referring to that parcel or the parcel beside  9 Westchase Elementary. I'm not --  10 MR. CHESNEY: We have several TECO issues  11 and --  12 MR. ANDERSON: This just came in in the  13 section where you were talking about the  14 interests in -- Vertex had with getting an  15 extension of their time and you said, "So I  16 don't want to make any changes or approve any  17 changes in their agreement. That would  18 potentially, if TECO does not cooperate with  19 us, impact our ability to still access that  20 back parcel."  21 What role does TECO have in not just this  22 project, but anything that goes on back there?  23 MR. BARRETT: Well, it's my understanding  24 that TECO has an easement there that --  25 MS. McCORMICK: I think it's a Florida</p>	<p style="text-align: right;">Page 92</p> <p>1 was no -- like I -- I'm probably as ignorant as  2 everyone else in terms of what easements were  3 there and so I was looking for the engineer to  4 just kind of reassure me that we weren't kind  5 of creating a block for us.  6 MR. ANDERSON: We hope, moving forward,  7 to work with you guys as you have plans for --  8 what is it -- to build the dog park, an  9 athletic field or whatever it is, to come and  10 talk to us before you sign something. All  11 right? You are still free to sign whatever you  12 want to sign, but get impact from or get  13 feedback from the community because right or  14 wrong, we felt blind-sided. Matt felt  15 blind-sided by the fact that we were  16 blind-sided and there was no communication  17 other than in the form of petitions, which  18 petitions are generally really too --  19 MR. CHESNEY: And just to be clear, we  20 don't have any particular uses identified.  21 People have suggested athletic fields, people  22 have suggested a dog park, some people have  23 suggested a garden. Once again, we don't  24 really have clear access to the property, so  25 nothing -- it's really kind of a moot point</p>

<p style="text-align: right;">Page 93</p> <p>1 until that gets worked out. The same way with  2 the parcel behind Westchase Elementary. We  3 have a similar issue there.  4 MR. ANDERSON: Thank you.  5 MR. CHESNEY: Okay. Is there any -- yes?  6 MR. NEYLAN: Yes, Patrick Neylan, 9858  7 Bridgeton Drive, Stonebridge. I don't know if  8 this is the right forum, but I walk around  9 Westchase all the time and I've noticed that  10 the construction site on Montague where the  11 townhouses were supposed to go, that it's  12 starting to fall into disrepair. I notice that  13 part of the fence has collapsed and also,  14 they're sending control measures that were  15 installed for site work to start. So that's  16 coming down and in lieu of that, there was also  17 a lot of soil that's eroding into the street  18 and also, I assume it's eventually going to end  19 up into the catch basins and into the storm  20 drains and they are supposed to have control  21 measures, too, to stop that from happening.  22 I was wondering if that's the CDD's  23 responsibility to check and maintain that, to  24 inform the owner that his property is falling  25 in disrepair? That potentially, you could have</p>	<p style="text-align: right;">Agenda Page 28 Page 95</p> <p>1 affect the storm drain, like the storm drain  2 would potentially be ours and those areas have  3 been blocked before, so if we could reach out  4 to the county and just say, "We've got concerns  5 about this," and --  6 MR. NEYLAN: I mean, if you could just  7 see the amount of -- the big mound of dirt that  8 is around by the storm basin there --  9 MR. MAYS: The county has been out there  10 numerous times with code enforcement. So I've  11 talked to code enforcement out there, so they  12 are staying on top of them. I've mentioned --  13 I don't want to say it the wrong way, but they  14 are not doing a very good job of staying on top  15 of it because the sand is getting into the  16 storm drains.  17 The storm drains are not ours, though, in  18 those area. They do belong to the county and  19 the county is responsible for them and we do  20 have a contact with the county that's -- it's a  21 West Service supervisor over there and we can  22 pass it on to him, too, to let him know we're  23 concerned about all the dirt getting into the  24 storm drain.  25 MR. CHESNEY: Okay.</p>
<p style="text-align: right;">Page 94</p> <p>1 problems for the storm water drainage?  2 MR. CHESNEY: Erin?  3 MS. McCORMICK: I mean, if they are not  4 you know, complying with the construction  5 requirements, the construction plans and their  6 permits, that would be a county issue so it  7 would have to be reported to Hillsborough  8 County. You know, I guess if there was  9 anything that would be impairing any facilities  10 that we have like a storm water pond, then we  11 might also want to take a look at because we  12 would have a concern with that.  13 MR. CHESNEY: How about this? We will  14 have Doug see if anything that they are doing,  15 you know, impacts our property or anything that  16 we have going back there, but you could always  17 reach out to the governmental affairs committee  18 because they deal with the county. That would  19 be another avenue.  20 MR. NEYLAN: Reach out to the WCA? Is  21 that who --  22 MR. CHESNEY: Yeah, but we'll send out  23 Doug out there and see if anything is -- like  24 Erin was suggesting.  25 MR. BARRETT: Like also, if it does</p>	<p style="text-align: right;">Page 96</p> <p>1 MR. NEYLAN: Thank you.  2 MR. WIMSATT: Thanks for bringing that  3 up.  4 MR. CHESNEY: Thank you.  5 So any other audience comments? You're  6 an audience comment?  7 MS. WHYTE: You didn't ask me for my  8 comment earlier. I just had one question. You  9 guys went on to quick.  10 MR. CHESNEY: Sorry, yes?  11 MS. WHYTE: I was asked to get Harbor  12 Links signage proposal, which I did and to be  13 proactive, I went and asked for a second  14 proposal because I figured you might want a  15 secondary proposal. I tried to meet with the  16 gentleman this morning, which is Creative  17 Signs, and unfortunately, the gentleman  18 contracted COVID and could not meet today.  19 Now, I don't know if you saw it, the top  20 end is 31 -- 31,000 for all of Harbor Links,  21 some of the signs inside, outside. We've had a  22 lot of requests to have the signs updated.  23 Some of their stop signs are pink and that -- I  24 was wondering whether or not you wanted to wait  25 until you saw the second proposal or if you</p>

<p style="text-align: right;">Page 97</p> <p>1 wanted me -- usually, you guys like to vote on 2 something not to exceed. 3 The second proposal company said they 4 could produce the signage for Harbor Links 5 within six weeks, where the 31,000 plus 6 proposal is somewhere about 12 weeks out. 7 MR. CHESNEY: I vote we let Reggie check 8 it out. Don't you live there? 9 MR. GILLIS: I do live there. 10 MS. WHYTE: Okay. I'm just letting you 11 know, there was a lot of requests from Harbor 12 Links to get these signs done because they 13 haven't been updated in a while and they are 14 looking a little bit rough. 15 MR. MAYS: Just to add to that, we took 16 some of the old stop signs that we had that 17 were in good shape off of the Greens that we 18 just did and those stop signs are in decent 19 shape, so we put them on those bad ones because 20 they were -- there was some of them that you 21 couldn't even see, they were pink. You 22 couldn't even read stop. 23 So we changed those five of them, I 24 believe it was, out with some really decent 25 good ones, but just so you know, they are</p>	<p style="text-align: right;">Agenda Page 29 Page 99</p> <p>1 MR. GILLIS: So if one comes in higher, 2 then that automatically wins? 3 MR. BARRETT: The 31. 4 MR. GILLIS: Is that reasonable? I mean, 5 did anybody even look? 6 MR. CHESNEY: I was going to let you 7 handle it. 8 MS. WHYTE: I -- everything has gone up 9 considerably in the last -- I mean, in the 10 proposal, the aluminum has gone up, the 11 installation -- 12 CHAIRMAN LEWIS: Yeah. 13 MS. WHYTE: The installation is part of 14 higher of the two costs because everybody is 15 just -- they are in demand. I'm hoping that 16 Creative Signs will come in less, but I can't 17 guarantee it. 18 MR. WIMSATT: Matt, did you have 19 something? 20 CHAIRMAN LEWIS: I'm sorry, go ahead. 21 MR. WIMSATT: No, I was saying you go 22 ahead. 23 CHAIRMAN LEWIS: Oh, okay. Sorry. I 24 would make a motion to approve, not to exceed 25 the value of the current one we have in hand,</p>
<p style="text-align: right;">Page 98</p> <p>1 actually not in DOT compliance, either, because 2 that's a 24-inch stop sign and since, they've 3 gone to 30, is it? 4 MS. WHYTE: 30 plus. 5 MR. MAYS: 30, so we need to upgrade it 6 anyway. If we don't upgrade it, legally, we 7 can't tell a deputy to go back there and hand 8 out tickets, if we choose to. 9 MS. WHYTE: So it's just a question -- 10 MR. GILLIS: It sounds like there was 11 just one proposal, though. 12 MS. WHYTE: At this particular time, I 13 have one proposal. 14 MR. BARRETT: I think what she is 15 suggesting is we approve not to exceed that 16 proposal and if second one comes in lower -- 17 MS. WHYTE: And I'm obviously going to go 18 with the lesser of the two, especially since 19 they are six weeks to installation, which is 20 great because they said they have almost 21 everything in stock. 22 I don't know if you want to do that. I 23 certainly can wait until I get the written 24 proposal and bring it back to you next month, 25 that would delay that project --</p>	<p style="text-align: right;">Page 100</p> <p>1 the 31,000 and change and if the other one 2 comes in lower, then we go with that one. I 3 know this needs to be done and Sonny is right. 4 I mean, there's a lot of escalations in not 5 only labor and material, but -- yeah, that's 6 all I would say. 7 MR. CHESNEY: Is there a second? 8 MR. GILLIS: I'll second it. 9 MR. CHESNEY: Reggie seconds. Okay. 10 That's easy. 11 Is there any further discussion? 12 (No response.) 13 MR. CHESNEY: Okay. 14 All in favor, signify by saying, "Aye." 15 ( All board members signify in the 16 affirmative.) 17 (Motion passes.) 18 MS. WHYTE: Thank you. 19 MR. CHESNEY: Awesome. All right. 20 MR. BARRETT: Just so you know, that goes 21 into the Harbor Links specific fund, so you got 22 to pay for that all yourself. 23 MS. WHYTE: That's okay. We've already 24 done the budget for the year. 25 MR. CHESNEY: All right.</p>

<p style="text-align: right;">Page 101</p> <p>1 Supervisor's requests.</p> <p>2 MR. WIMSATT: I've got nothing.</p> <p>3 MR. BARRETT: Actually, I did have two</p> <p>4 people from Village Green reach out to me and</p> <p>5 ask about cars that are registered, but are</p> <p>6 parked in the same spot for more than like six</p> <p>7 months. There is two that have been kind of a</p> <p>8 pain in that and I was like, "Well, there is</p> <p>9 not really anything we" -- and then I</p> <p>10 remembered actually when I was covering the</p> <p>11 Park Place CDD up in Highland Park. They</p> <p>12 actually did have a policy where cars --</p> <p>13 basically, there was a time limit for,</p> <p>14 basically, you just leaving a car on the road</p> <p>15 registered, but not cared for and so there is</p> <p>16 the possibility that we -- if we followed their</p> <p>17 model, we could actually adopt -- we could have</p> <p>18 a public meeting -- and again, I'm looking for</p> <p>19 your input in this; whether you'd agree because</p> <p>20 that's just s different entity. But they would</p> <p>21 have a public meeting, adopt a set of rules for</p> <p>22 parking in the community and then notify people</p> <p>23 by letter, "This is what we're going to do," so</p> <p>24 if we have evidence of a car parked, pick a</p> <p>25 time --</p>	<p style="text-align: right;">Agenda Page 30 Page 103</p> <p>1 the owner and they post a notice on the car and</p> <p>2 give them 48 hours to respond or to move the</p> <p>3 car before they take action. So it's not like</p> <p>4 just totally -- like your car goes missing.</p> <p>5 There is an attempt to reach out and say --</p> <p>6 MR. CHESNEY: I mean, we have a towing</p> <p>7 program for the -- I don't know that we've ever</p> <p>8 used it. Have we ever towed anyone?</p> <p>9 MR. MAYS: No, had to move a car or two,</p> <p>10 but --</p> <p>11 MR. CHESNEY: Maybe 15 years ago, I think</p> <p>12 when we put it -- enforced it.</p> <p>13 MR. MAYS: But we do contact Hillsborough</p> <p>14 County with our off duty deputies and they will</p> <p>15 run the tag and let them know that --</p> <p>16 MR. CHESNEY: Why don't we issue warnings</p> <p>17 for a while maybe or something. Can we do</p> <p>18 that?</p> <p>19 MR. BARRETT: Well, I was just wondering</p> <p>20 if there was a desire to potentially start a</p> <p>21 process to look at adopting a formal policy</p> <p>22 that will address that unique circumstance and</p> <p>23 then just -- the other part two of that</p> <p>24 complaint was just parking enforcement because</p> <p>25 there are people parking in front of hydrants</p>
<p style="text-align: right;">Page 102</p> <p>1 MR. CHESNEY: Well, just curious, why</p> <p>2 wouldn't you just have the HOA deal with it?</p> <p>3 MR. BARRETT: Because it is West Park</p> <p>4 Village, technically Village Green and so</p> <p>5 street parking is allowed.</p> <p>6 MR. CHESNEY: Oh, but they are private</p> <p>7 roads in Village Green. I see.</p> <p>8 MR. BARRETT: Right, and we own the roads</p> <p>9 in Village Green. So it's kind only unique to</p> <p>10 our gated community. That's what makes this a</p> <p>11 weird thing.</p> <p>12 MS. McCORMICK: Yeah, that is a little</p> <p>13 bit of a complicated issue because -- you know,</p> <p>14 it depends on what I think your remedy is going</p> <p>15 to be, too, in the event that a car is parked</p> <p>16 there for a long period of time. I mean, in</p> <p>17 order to tow it, you have to have posting on</p> <p>18 the road.</p> <p>19 MR. BARRETT: Right, and what they do is</p> <p>20 they just basically post the notice at the</p> <p>21 entrance to the neighborhood. I don't know if</p> <p>22 that's kosher or not but -- and then they</p> <p>23 notify people by letter that this is going to</p> <p>24 be the new policy and then they -- like what</p> <p>25 they do is they actually try to reach out to</p>	<p style="text-align: right;">Page 104</p> <p>1 and really close to intersections. I don't</p> <p>2 know if that's how we want to use our deputies</p> <p>3 or not, but I promised them that I would bring</p> <p>4 up both issues in my supervisor's comments. So</p> <p>5 --</p> <p>6 MR. MAYS: Well, that's how we've been</p> <p>7 handling it for years, just to call the</p> <p>8 sheriff.</p> <p>9 MR. CHESNEY: Yes, Matt?</p> <p>10 CHAIRMAN LEWIS: I'm sorry, Doug. I</p> <p>11 didn't mean to interrupt you. I guess who</p> <p>12 would -- who would be the -- I don't know if</p> <p>13 enforcer is the right word, but like who's the</p> <p>14 one that would enforce or monitor who parks</p> <p>15 there for a while? Any thought on that or am I</p> <p>16 missing the --</p> <p>17 MR. BARRETT: The only thing that we can</p> <p>18 do is rely on staff to basically go out and</p> <p>19 document its presence.</p> <p>20 CHAIRMAN LEWIS: Oh, okay.</p> <p>21 MR. BARRETT: That's essentially what</p> <p>22 Park Place does; they rely on resident reports</p> <p>23 of things and then the staff goes out and</p> <p>24 documents the --</p> <p>25 MR. CHESNEY: Has whoever brought this to</p>

<p style="text-align: right;">Page 105</p> <p>1 your attention contacted the voting member for</p> <p>2 that?</p> <p>3 MR. BARRETT: Well, actually, one of them</p> <p>4 was the voting member.</p> <p>5 MR. CHESNEY: Oh, okay. It just seems</p> <p>6 like a WCA thing would be easier.</p> <p>7 MR. BARRETT: It's not because the WCA</p> <p>8 does not have --</p> <p>9 MR. CHESNEY: They can't carve out</p> <p>10 Village Green?</p> <p>11 MR. BARRETT: They would have to change</p> <p>12 the deed restrictions.</p> <p>13 MR. CHESNEY: Okay.</p> <p>14 MS. WHYTE: So when that has happened,</p> <p>15 what we have done is they've called our office</p> <p>16 and we reach out to our office duty deputies,</p> <p>17 they run the tag, they go to the person and ask</p> <p>18 them politely to move, that they're parking in</p> <p>19 a fire hydrant and that's the way we've always</p> <p>20 done it. There hasn't been all that many, it's</p> <p>21 just there was a few that rent out the back end</p> <p>22 of their -- what do they call them --</p> <p>23 grandmother suites or whatever and because</p> <p>24 there is street parking and it's limited -- as</p> <p>25 Robert had indicated -- hence, why I sent it to</p>	<p style="text-align: right;">Agenda Page 31 Page 107</p> <p>1 something they want to -- but it was one of the</p> <p>2 issues that the Village Green member had</p> <p>3 brought to my attention, as well.</p> <p>4 MR. CHESNEY: Okay.</p> <p>5 CHAIRMAN LEWIS: I like the idea of</p> <p>6 getting a little bit more background</p> <p>7 information from Erin.</p> <p>8 MS. McCORMICK: What did he say?</p> <p>9 MR. CHESNEY: Well, he said he's</p> <p>10 interested in it, but he would be want more</p> <p>11 background from you about the legality.</p> <p>12 MS. McCORMICK: Yeah, it's not going to</p> <p>13 be -- I don't think this is going to be an</p> <p>14 extremely simple issue to address. I mean, we</p> <p>15 have a traffic enforcement agreement for the --</p> <p>16 for Harbor Links and the Greens. We don't have</p> <p>17 one for West Park Village because we would have</p> <p>18 to be able to certify that we meet the --</p> <p>19 MR. CHESNEY: This is in the Greens.</p> <p>20 MS. McCORMICK: This is in the Greens,</p> <p>21 okay.</p> <p>22 MR. BARRETT: It's one part of the Greens</p> <p>23 that is still covered by West Park Village's</p> <p>24 street parking deed restriction. That's the</p> <p>25 weird thing about it.</p>
<p style="text-align: right;">Page 106</p> <p>1 Robert, the same request that he's -- that he</p> <p>2 spoke to you on, he e-mailed us and we -- I</p> <p>3 sent it to Robert because we can easily mark</p> <p>4 the streets like a lot of places do in West</p> <p>5 Park Village, but that really does limit the</p> <p>6 parking and there's a lot of street parking in</p> <p>7 the Greens in that area.</p> <p>8 MR. BARRETT: Well, I think the number</p> <p>9 one issue is this abandoned vehicles thing. So</p> <p>10 --</p> <p>11 MS. WHYTE: We checked the tags, the</p> <p>12 people live there. The ones that we've had,</p> <p>13 they have been moved.</p> <p>14 MR. BARRETT: Actually, there are two</p> <p>15 there currently that they were complaining of</p> <p>16 and one of them is actually the guy who lives</p> <p>17 -- he lives most of the time out of the</p> <p>18 community, but just left his car in front of</p> <p>19 the home that his son lives in. So there are</p> <p>20 two cars in there, according to this person</p> <p>21 now, that have just not been moved in over six</p> <p>22 or eight months.</p> <p>23 So anyway, I just committed to -- if this</p> <p>24 is something the board wants to pursue, it --</p> <p>25 I'm not the board, so -- but if this is</p>	<p style="text-align: right;">Page 108</p> <p>1 MR. CHESNEY: From a WCA's standpoint,</p> <p>2 but it's in the Greens.</p> <p>3 MS. McCORMICK: Okay. Well, maybe it is</p> <p>4 something that the sheriff's office could help</p> <p>5 us with, you know, without having to go through</p> <p>6 the process of adopting -- by having a public</p> <p>7 hearing, adopting new rules and ensuring that</p> <p>8 we comply with the towing regulations.</p> <p>9 MR. BARRETT: But addressing the</p> <p>10 abandoned cars, I think that's the only way</p> <p>11 you're going to be able to do it because it's</p> <p>12 not -- they've called out the sheriff multiple</p> <p>13 times to address these cars before.</p> <p>14 MS. McCORMICK: And they wouldn't do it?</p> <p>15 MR. WIMSATT: My concern is -- I know the</p> <p>16 laws around towing are just very, very specific</p> <p>17 and very punitive if you tow a car that you</p> <p>18 should not be towing.</p> <p>19 MS. McCORMICK: Absolutely.</p> <p>20 MR. GILLIS: For sure.</p> <p>21 MR. WIMSATT: At my old law firm, that's</p> <p>22 all they do. It's bizarre, but that's what</p> <p>23 they do. So -- you know, if we do it, I just</p> <p>24 would want to make sure that we proceed very,</p> <p>25 very carefully because the signage requirements</p>

<p style="text-align: right;">Page 109</p> <p>1 for towing cars is extensive.</p> <p>2 CHAIRMAN LEWIS: Good feedback.</p> <p>3 MR. CHESNEY: Okay.</p> <p>4 MR. YESNER: To my knowledge, the WCA</p> <p>5 doesn't -- oh, sorry, Shawn Yesner. The WCA</p> <p>6 doesn't own the roads, so we don't have</p> <p>7 enforcement of --</p> <p>8 MR. CHESNEY: Well, you have deed</p> <p>9 restrictions. You can't park at the Bridges</p> <p>10 overnight. I actually had that issue and I</p> <p>11 called Debbie and she took care of it.</p> <p>12 MR. YESNER: I got one, too, when my</p> <p>13 mother-in-law was here. So we can send</p> <p>14 violation notices, but we can't tow the cars.</p> <p>15 MR. CHESNEY: Yeah, I understand that,</p> <p>16 but you would think that just getting a</p> <p>17 violation notice would make them stop doing</p> <p>18 that. I didn't realize it was so complicated</p> <p>19 on a violation notice.</p> <p>20 Okay. Well, that's something to think</p> <p>21 about.</p> <p>22 Reggie?</p> <p>23 MR. GILLIS: No, I obviously am more -- I</p> <p>24 agree, I think we need a lot more information.</p> <p>25 I know there's a ton of cars in Harbor Links</p>	<p style="text-align: right;">Agenda Page 32 Page 111</p> <p>1 and maybe some of the deterrents being allowed</p> <p>2 by those guidelines.</p> <p>3 Chris, I -- again, the Sunshine Law, I</p> <p>4 know we don't talk to each other between</p> <p>5 meetings and I didn't feel comfortable reaching</p> <p>6 out to you, but there was some misinformation</p> <p>7 that had been given to the WCA about our last</p> <p>8 meeting and so that's why I went to the WCA's</p> <p>9 meeting just to clarify what we had discussed</p> <p>10 at our CDD meeting. So I didn't mean to step</p> <p>11 on your toes and I typically don't try to jump</p> <p>12 in if I have already delegated something or</p> <p>13 another supervisor had offered to do something.</p> <p>14 So I just wanted to address that. It was not</p> <p>15 intentional.</p> <p>16 MR. BARRETT: Thank you, Matt. I</p> <p>17 appreciate that.</p> <p>18 CHAIRMAN LEWIS: Sure. The other thing</p> <p>19 is the board is accessible to this. With the</p> <p>20 recent resignation of Mr. Ross, I drafted a</p> <p>21 letter that I'd like to present to him. It's a</p> <p>22 -- if he would be so kind to come in or if not,</p> <p>23 I can send it to him, just thanking him for his</p> <p>24 service on the CDD.</p> <p>25 If there is any negative feedback that,</p>
<p style="text-align: right;">Page 110</p> <p>1 you can't tow.</p> <p>2 MR. CHESNEY: Yeah, I didn't mean to put</p> <p>3 you on the spot about that issue. I just meant</p> <p>4 like if you had any requests or want to make a</p> <p>5 comment, this is an open time to do so.</p> <p>6 MR. GILLIS: No, I do not.</p> <p>7 MR. CHESNEY: Gotcha.</p> <p>8 MR. GILLIS: Brand new, glad to be here.</p> <p>9 MR. CHESNEY: Awesome. So I think we're</p> <p>10 done. Right? I'm a little out of practice in</p> <p>11 doing this and I did not do it much --</p> <p>12 CHAIRMAN LEWIS: Greg, I have a</p> <p>13 supervisor request.</p> <p>14 MR. CHESNEY: What did he say?</p> <p>15 MR. WIMSATT: He said he has a request.</p> <p>16 MR. CHESNEY: Oh, sure, Matt. I'm sorry,</p> <p>17 I didn't call on you.</p> <p>18 CHAIRMAN LEWIS: That's okay. I'll give</p> <p>19 you a strike for that one. I'm kidding. Hey,</p> <p>20 so real quick, I wanted to address something</p> <p>21 from the last meeting just very quickly on the</p> <p>22 vulture situation. When we left our last</p> <p>23 meeting -- and I'll take ownership for this. I</p> <p>24 felt like we kind of gave Chris some direction</p> <p>25 to go work with the HOA the vulture situation</p>	<p style="text-align: right;">Page 112</p> <p>1 let me know.</p> <p>2 MR. CHESNEY: Okay. Can we discuss that</p> <p>3 at the next meeting? Brian was -- do we know</p> <p>4 how long Brian was on this board? It's been a</p> <p>5 while. Right?</p> <p>6 MR. MAYS: Yes.</p> <p>7 CHAIRMAN LEWIS: Yeah, I was going to</p> <p>8 talk to Sonny about that and come up with a</p> <p>9 specific timeframe.</p> <p>10 MR. CHESNEY: I don't know, we don't have</p> <p>11 any hard and fast rules. I mean, some people,</p> <p>12 we send a letter; some people, we have a party.</p> <p>13 CHAIRMAN LEWIS: Well, at the very least,</p> <p>14 I just wanted to thank him for his service and</p> <p>15 -- you know, I hope that you all would agree.</p> <p>16 MR. CHESNEY: Yeah, I think that's a</p> <p>17 great idea. Thank you for bringing that up.</p> <p>18 CHAIRMAN LEWIS: Yep. And then the last</p> <p>19 one is Reggie, welcome to the board. We're</p> <p>20 very happy to have you and are looking forward</p> <p>21 to your ideas and I'm sorry I wasn't there in</p> <p>22 person and Greg, you did a fantastic job.</p> <p>23 MR. GILLIS: Thanks, Matt.</p> <p>24 MR. CHESNEY: Awesome.</p> <p>25 CHAIRMAN LEWIS: With that, a motion to</p>



1 adjourn.

2 MR. CHESNEY: Awesome. I will second.

3 All in favor?

4 (All board members signify in the  
5 affirmative.)

6 (Motion passes.)

7 MR. CHESNEY: Fantastic. Thank you all.

8 (At 6:00 p.m., all proceedings were  
9 concluded.)

1 REPORTER'S CERTIFICATE

2  
3 STATE OF FLORIDA:

4 COUNTY OF HILLSBOROUGH:

5  
6 I, Whitlie Grace Cullipher, certify that I  
7 was authorized to and did stenographically report  
8 the foregoing proceedings and that the transcript is  
9 a true and complete record of my stenographic notes.

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

16 DATED March 1, 2023.

\_\_\_\_\_  
Matthew Lewis, Chairman

**2B.**

**Westchase  
Community Development District**

*Financial Report*

*January 31, 2023*

**Prepared by**



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**Westchase  
Community Development District**

**Financial Statements**

**(Unaudited)**

**January 31, 2023**

**Balance Sheet**  
January 31, 2023

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)
<b>ASSETS</b>							
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	5,600	-	-	-	-	-	-
Due From Other Funds	5,442,340	395,538	23,273	8,316	54,284	502,175	86,199
Investments:							
Money Market Account	-	-	-	-	-	-	-
Prepaid Items	6,111	-	-	-	-	-	-
Deposits	4,095	667	3,030	20	-	8,120	853
<b>TOTAL ASSETS</b>	<b>\$ 5,458,146</b>	<b>\$ 396,205</b>	<b>\$ 26,303</b>	<b>\$ 8,336</b>	<b>\$ 54,284</b>	<b>\$ 510,295</b>	<b>\$ 87,052</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 29,919	\$ 344	\$ -	\$ -	\$ -	\$ 27,276	\$ -
Accrued Expenses	1,625	645	2,004	36	-	5,716	622
Sales Tax Payable	216	-	-	-	-	16	-
Due To Other Funds	-	-	-	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>31,760</b>	<b>989</b>	<b>2,004</b>	<b>36</b>	<b>-</b>	<b>33,008</b>	<b>622</b>
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Prepaid Items	6,111	-	-	-	-	-	-
Deposits	4,095	667	3,030	20	-	8,120	853
<b>Restricted for:</b>							
Capital Projects	-	-	-	-	-	-	-
<b>Assigned to:</b>							
Operating Reserves	650,613	9,452	4,371	301	1,278	29,570	3,190
Reserves - Erosion Control	60,000	-	-	-	-	-	-
Reserves - Roadways	502,031	123,994	-	7,979	12,733	281,569	42,066
<b>Unassigned:</b>	<b>4,203,536</b>	<b>261,103</b>	<b>16,898</b>	<b>-</b>	<b>40,273</b>	<b>158,028</b>	<b>40,321</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 5,426,386</b>	<b>\$ 395,216</b>	<b>\$ 24,299</b>	<b>\$ 8,300</b>	<b>\$ 54,284</b>	<b>\$ 477,287</b>	<b>\$ 86,430</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 5,458,146</b>	<b>\$ 396,205</b>	<b>\$ 26,303</b>	<b>\$ 8,336</b>	<b>\$ 54,284</b>	<b>\$ 510,295</b>	<b>\$ 87,052</b>

**Balance Sheet**  
January 31, 2023

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
<b>ASSETS</b>						
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ 593,650	\$ 593,650
Accounts Receivable	-	-	-	-	-	5,600
Due From Other Funds	182,375	27,531	265,459	702,196	-	7,689,686
Investments:						
Money Market Account	-	-	-	-	7,096,036	7,096,036
Prepaid Items	-	-	-	-	-	6,111
Deposits	14,572	765	-	-	-	32,122
<b>TOTAL ASSETS</b>	<b>\$ 196,947</b>	<b>\$ 28,296</b>	<b>\$ 265,459</b>	<b>\$ 702,196</b>	<b>\$ 7,689,686</b>	<b>\$ 15,423,205</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,539
Accrued Expenses	11,359	548	-	-	-	22,555
Sales Tax Payable	-	-	-	-	-	232
Due To Other Funds	-	-	-	-	7,689,686	7,689,686
<b>TOTAL LIABILITIES</b>	<b>11,359</b>	<b>548</b>	<b>-</b>	<b>-</b>	<b>7,689,686</b>	<b>7,770,012</b>
<b>FUND BALANCES</b>						
<b>Nonspendable:</b>						
Prepaid Items	-	-	-	-	-	6,111
Deposits	14,572	765	-	-	-	32,122
<b>Restricted for:</b>						
Capital Projects	-	-	-	702,196	-	702,196
<b>Assigned to:</b>						
Operating Reserves	26,882	1,289	4,000	-	-	730,946
Reserves - Erosion Control	-	-	-	-	-	60,000
Reserves - Roadways	65,713	16,591	125,234	-	-	1,177,910
<b>Unassigned:</b>	<b>78,421</b>	<b>9,103</b>	<b>136,225</b>	<b>-</b>	<b>-</b>	<b>4,943,908</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 185,588</b>	<b>\$ 27,748</b>	<b>\$ 265,459</b>	<b>\$ 702,196</b>	<b>\$ -</b>	<b>\$ 7,653,193</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 196,947</b>	<b>\$ 28,296</b>	<b>\$ 265,459</b>	<b>\$ 702,196</b>	<b>\$ 7,689,686</b>	<b>\$ 15,423,205</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 14,215	\$ 21,232	\$ 6,000	353.87%
Interest - Tax Collector	1,232	1,232	-	0.00%
Special Assmnts- Tax Collector	69,191	2,510,204	2,711,480	92.58%
Special Assmnts- Discounts	(2,150)	(99,621)	(108,459)	91.85%
Other Miscellaneous Revenues	501	968	-	0.00%
Pavilion Rental	2,609	6,648	4,000	166.20%
<b>TOTAL REVENUES</b>	<b>85,598</b>	<b>2,440,663</b>	<b>2,613,021</b>	<b>93.40%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	1,000	5,600	19,000	29.47%
FICA Taxes	77	428	1,454	29.44%
ProfServ-Engineering	2,900	9,800	53,500	18.32%
ProfServ-Legal Services	5,617	19,119	105,000	18.21%
ProfServ-Mgmt Consulting	10,311	41,245	123,734	33.33%
ProfServ-Recording Secretary	-	2,805	11,000	25.50%
Auditing Services	-	1,000	7,700	12.99%
Postage and Freight	83	213	1,200	17.75%
Insurance - General Liability	-	42,969	40,373	106.43%
Printing and Binding	23	84	300	28.00%
Legal Advertising	-	739	6,500	11.37%
Misc-Assessment Collection Cost	1,341	48,212	46,530	103.61%
Misc-Credit Card Fees	93	233	350	66.57%
Misc-Contingency	36	115	1,600	7.19%
Office Supplies	-	-	50	0.00%
Annual District Filing Fee	-	175	175	100.00%
<b>Total Administration</b>	<b>21,481</b>	<b>172,737</b>	<b>418,466</b>	<b>41.28%</b>
<b>Flood Control/Stormwater Mgmt</b>				
Contracts-Lake and Wetland	9,833	39,333	118,000	33.33%
Contracts-Fountain	650	2,855	8,100	35.25%
R&M-Aquascaping	-	-	15,000	0.00%
R&M-Drainage	-	6,196	27,280	22.71%
R&M-Fountain	1,765	4,895	6,000	81.58%
<b>Total Flood Control/Stormwater Mgmt</b>	<b>12,248</b>	<b>53,279</b>	<b>174,380</b>	<b>30.55%</b>



## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>Right of Way</u></b>				
Payroll-Salaries	18,957	76,043	237,143	32.07%
Payroll-Benefits	7,961	41,340	95,834	43.14%
Payroll - Overtime	2,356	10,865	17,500	62.09%
Payroll - Bonus	-	10,000	35,883	27.87%
FICA Taxes	2,428	10,916	31,196	34.99%
ProfServ-Landscape Architect	-	5,103	-	0.00%
Contracts-Police	11,735	50,660	143,000	35.43%
Contracts-Other Services	1,620	6,520	19,560	33.33%
Contracts-Landscape	46,434	185,736	562,608	33.01%
Contracts-Mulch	-	73,796	147,592	50.00%
Contracts-Plant Replacement	-	37,258	74,515	50.00%
Contracts-Road Cleaning	-	3,281	9,843	33.33%
Contracts-Security Alarms	-	160	671	23.85%
Contracts-Pest Control	48	192	576	33.33%
Fuel, Gasoline and Oil	-	3,266	13,000	25.12%
Communication - Teleph - Field	395	1,596	5,000	31.92%
Utility - General	2,037	8,705	23,275	37.40%
Utility - Reclaimed Water	439	1,854	10,000	18.54%
Insurance - General Liability	-	4,465	4,195	106.44%
R&M-General	3,870	14,253	42,500	33.54%
R&M-Equipment	-	2,809	8,000	35.11%
R&M-Grounds	1,372	53,831	53,400	100.81%
R&M-Irrigation	1,466	10,625	40,500	26.23%
R&M-Sidewalks	-	-	15,616	0.00%
R&M-Signage	-	-	6,000	0.00%
R&M-Walls and Signage	-	9,077	32,500	27.93%
R&M-Emergency & Disaster Relief	-	14,120	-	0.00%
Holiday Decoration	-	10,571	10,000	105.71%
Misc-Taxes (Streetlights)	(93)	41,039	34,077	120.43%
Misc-Contingency	-	4,895	5,000	97.90%
Office Supplies	26	239	3,500	6.83%
Cleaning Services	-	1,650	6,600	25.00%
Op Supplies - General	90	191	5,000	3.82%
Op Supplies - Uniforms	69	449	600	74.83%
Supplies - Misc.	-	-	600	0.00%
Subscriptions and Memberships	1,512	3,623	5,000	72.46%
Conference and Seminars	-	-	1,000	0.00%
<b>Total Right of Way</b>	<b>102,722</b>	<b>699,128</b>	<b>1,701,284</b>	<b>41.09%</b>

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>Common Area</b>				
R&M-General	1,256	5,283	30,000	17.61%
R&M-Boardwalks	-	-	700	0.00%
R&M-Brick Pavers	-	-	1,200	0.00%
R&M-Grounds	-	3,000	1,500	200.00%
R&M-Signage	-	-	1,400	0.00%
R&M-Walls and Signage	8,503	13,331	4,000	333.28%
Internet Services	612	2,448	7,391	33.12%
Park Improvements	-	5,020	272,700	1.84%
<b>Total Common Area</b>	<u>10,371</u>	<u>29,082</u>	<u>318,891</u>	<u>9.12%</u>
<b>TOTAL EXPENDITURES</b>	<b>146,822</b>	<b>954,226</b>	<b>2,613,021</b>	<b>36.52%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	<u>(61,224)</u>	<u>1,486,437</u>	<u>-</u>	<u>0.00%</u>
Net change in fund balance	<u>\$ (61,224)</u>	<u>\$ 1,486,437</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>3,939,949</b>	<b>3,939,949</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 5,426,386</b></u>	<u><b>\$ 3,939,949</b></u>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 1,295	\$ 1,893	\$ 500	378.60%
Special Assmnts- Tax Collector	1,433	51,971	56,138	92.58%
Special Assmnts- Discounts	(45)	(2,063)	(2,246)	91.85%
Gate Bar Code/Remotes	-	65	-	0.00%
<b>TOTAL REVENUES</b>	<b>2,683</b>	<b>51,866</b>	<b>54,392</b>	<b>95.36%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	28	998	1,123	88.87%
Misc-Credit Card Fees	-	2	15	13.33%
<b>Total Administration</b>	<b>28</b>	<b>1,000</b>	<b>1,138</b>	<b>87.87%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	346	1,166	3,300	35.33%
Electricity - Streetlights	712	2,346	5,500	42.65%
Insurance - General Liability	-	1,999	1,878	106.44%
R&M-General	1,690	7,580	19,700	38.48%
R&M-Gate	-	1,439	5,794	24.84%
Reserve - Roadways	-	-	17,082	0.00%
<b>Total Right of Way</b>	<b>2,748</b>	<b>14,530</b>	<b>53,254</b>	<b>27.28%</b>
<b>TOTAL EXPENDITURES</b>	<b>2,776</b>	<b>15,530</b>	<b>54,392</b>	<b>28.55%</b>
Excess (deficiency) of revenues Over (under) expenditures	(93)	36,336	-	0.00%
Net change in fund balance	\$ (93)	\$ 36,336	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>358,880</b>	<b>358,880</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 395,216</b>	<b>\$ 358,880</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 58	\$ 84	\$ 150	56.00%
Special Assmnts- Tax Collector	461	16,717	18,057	92.58%
Special Assmnts- Discounts	(14)	(663)	(722)	91.83%
<b>TOTAL REVENUES</b>	<b>505</b>	<b>16,138</b>	<b>17,485</b>	<b>92.30%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	9	321	361	88.92%
<b>Total Administration</b>	<b>9</b>	<b>321</b>	<b>361</b>	<b>88.92%</b>
<b>Right of Way</b>				
R&M-Streetlights	2,004	7,520	17,124	43.91%
<b>Total Right of Way</b>	<b>2,004</b>	<b>7,520</b>	<b>17,124</b>	<b>43.91%</b>
<b>TOTAL EXPENDITURES</b>	<b>2,013</b>	<b>7,841</b>	<b>17,485</b>	<b>44.84%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(1,508)	8,297	-	0.00%
Net change in fund balance	\$ (1,508)	\$ 8,297	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>16,002</b>	<b>16,002</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 24,299</b>	<b>\$ 16,002</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 37	\$ 55	\$ 65	84.62%
Special Assmnts- Tax Collector	149	5,408	5,842	92.57%
Special Assmnts- Discounts	(5)	(215)	(234)	91.88%
<b>TOTAL REVENUES</b>	<b>181</b>	<b>5,248</b>	<b>5,673</b>	<b>92.51%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	3	104	117	88.89%
Misc-Credit Card Fees	-	-	4	0.00%
<b>Total Administration</b>	<b>3</b>	<b>104</b>	<b>121</b>	<b>85.95%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	155	620	1,800	34.44%
Insurance - General Liability	-	3,291	3,092	106.44%
R&M-General	-	2,525	1,500	168.33%
R&M-Gate	-	392	1,500	26.13%
R&M-Streetlights	39	133	360	36.94%
Reserve - Roadways	-	-	2,550	0.00%
<b>Total Right of Way</b>	<b>194</b>	<b>6,961</b>	<b>10,802</b>	<b>64.44%</b>
<b>TOTAL EXPENDITURES</b>	<b>197</b>	<b>7,065</b>	<b>10,923</b>	<b>64.68%</b>
Excess (deficiency) of revenues Over (under) expenditures	(16)	(1,817)	(5,250)	0.00%
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	-	-	(5,250)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>(5,250)</b>	<b>0.00%</b>
Net change in fund balance	\$ (16)	\$ (1,817)	\$ (5,250)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>10,117</b>	<b>10,117</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 8,300</b>	<b>\$ 4,867</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 178	\$ 259	\$ 150	172.67%
Special Assmnts- Tax Collector	141	5,110	5,520	92.57%
Special Assmnts- Discounts	(4)	(203)	(221)	91.86%
<b>TOTAL REVENUES</b>	<b>315</b>	<b>5,166</b>	<b>5,449</b>	<b>94.81%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	3	98	110	89.09%
<b>Total Administration</b>	<b>3</b>	<b>98</b>	<b>110</b>	<b>89.09%</b>
<b>Right of Way</b>				
R&M-General	-	-	5,000	0.00%
Reserve - Roadways	-	-	339	0.00%
<b>Total Right of Way</b>	<b>-</b>	<b>-</b>	<b>5,339</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>3</b>	<b>98</b>	<b>5,449</b>	<b>1.80%</b>
Excess (deficiency) of revenues Over (under) expenditures	312	5,068	-	0.00%
Net change in fund balance	\$ 312	\$ 5,068	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>49,216</b>	<b>49,216</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 54,284</b>	<b>\$ 49,216</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 1,145	\$ 1,675	\$ 500	335.00%
Special Assmnts- Tax Collector	8,783	318,637	344,186	92.58%
Special Assmnts- Discounts	(273)	(12,645)	(13,767)	91.85%
Gate Bar Code/Remotes	194	937	-	0.00%
<b>TOTAL REVENUES</b>	<b>9,849</b>	<b>308,604</b>	<b>330,919</b>	<b>93.26%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	170	6,120	6,884	88.90%
Misc-Credit Card Fees	7	32	80	40.00%
<b>Total Administration</b>	<b>177</b>	<b>6,152</b>	<b>6,964</b>	<b>88.34%</b>
<b>Right of Way</b>				
Contracts-Security Services	19,317	75,931	176,200	43.09%
Contracts-Pest Control	20	80	240	33.33%
Communication - Teleph - Field	167	668	2,100	31.81%
Insurance - General Liability	-	1,116	1,049	106.39%
R&M-General	7,979	39,413	21,760	181.13%
R&M-Gate	-	3,925	10,000	39.25%
R&M-Streetlights	5,737	21,361	52,000	41.08%
Reserve - Roadways	-	-	65,945	0.00%
<b>Total Right of Way</b>	<b>33,220</b>	<b>142,494</b>	<b>329,294</b>	<b>43.27%</b>
<b>TOTAL EXPENDITURES</b>	<b>33,397</b>	<b>148,646</b>	<b>336,258</b>	<b>44.21%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(23,548)	159,958	(5,339)	0.00%
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	-	-	(5,339)	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>(5,339)</b>	<b>0.00%</b>
Net change in fund balance	\$ (23,548)	\$ 159,958	\$ (5,339)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>317,329</b>	<b>317,329</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 477,287</b>	<b>\$ 311,990</b>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 290	\$ 423	\$ 200	211.50%
Special Assmnts- Tax Collector	410	14,864	16,056	92.58%
Special Assmnts- Discounts	(13)	(590)	(642)	91.90%
<b>TOTAL REVENUES</b>	<b>687</b>	<b>14,697</b>	<b>15,614</b>	<b>94.13%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	8	285	321	88.79%
Misc-Credit Card Fees	-	-	10	0.00%
<b>Total Administration</b>	<b>8</b>	<b>285</b>	<b>331</b>	<b>86.10%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	121	484	1,500	32.27%
Insurance - General Liability	-	411	386	106.48%
R&M-General	2,425	5,225	1,000	522.50%
R&M-Gate	-	-	3,792	0.00%
R&M-Streetlights	625	2,279	5,650	40.34%
Reserve - Roadways	-	-	2,955	0.00%
<b>Total Right of Way</b>	<b>3,171</b>	<b>8,399</b>	<b>15,283</b>	<b>54.96%</b>
<b>TOTAL EXPENDITURES</b>	<b>3,179</b>	<b>8,684</b>	<b>15,614</b>	<b>55.62%</b>
Excess (deficiency) of revenues Over (under) expenditures	(2,492)	6,013	-	0.00%
Net change in fund balance	\$ (2,492)	\$ 6,013	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>80,417</b>	<b>80,417</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 86,430</b>	<b>\$ 80,417</b>	



## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 434	\$ 634	\$ -	0.00%
Special Assmnts- Tax Collector	3,224	116,949	126,326	92.58%
Special Assmnts- Discounts	(100)	(4,641)	(5,053)	91.85%
<b>TOTAL REVENUES</b>	<b>3,558</b>	<b>112,942</b>	<b>121,273</b>	<b>93.13%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	62	2,246	2,527	88.88%
<b>Total Administration</b>	<b>62</b>	<b>2,246</b>	<b>2,527</b>	<b>88.88%</b>
<b>Right of Way</b>				
R&M-General	-	-	2,044	0.00%
R&M-Streetlights	11,427	42,331	105,000	40.32%
Reserve - Roadways	-	3,142	11,702	26.85%
<b>Total Right of Way</b>	<b>11,427</b>	<b>45,473</b>	<b>118,746</b>	<b>38.29%</b>
<b>TOTAL EXPENDITURES</b>	<b>11,489</b>	<b>47,719</b>	<b>121,273</b>	<b>39.35%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(7,931)	65,223	-	0.00%
Net change in fund balance	<u>\$ (7,931)</u>	<u>\$ 65,223</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>120,365</b>	<b>120,365</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 185,588</b></u>	<u><b>\$ 120,365</b></u>	

## Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 83	\$ 120	\$ 90	133.33%
Special Assmnts- Tax Collector	198	7,201	7,778	92.58%
Special Assmnts- Discounts	(6)	(286)	(311)	91.96%
<b>TOTAL REVENUES</b>	<b>275</b>	<b>7,035</b>	<b>7,557</b>	<b>93.09%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	4	138	156	88.46%
<b>Total Administration</b>	<b>4</b>	<b>138</b>	<b>156</b>	<b>88.46%</b>
<b>Right of Way</b>				
R&M-Streetlights	548	2,061	4,999	41.23%
Reserve - Roadways	-	-	2,402	0.00%
<b>Total Right of Way</b>	<b>548</b>	<b>2,061</b>	<b>7,401</b>	<b>27.85%</b>
<b>TOTAL EXPENDITURES</b>	<b>552</b>	<b>2,199</b>	<b>7,557</b>	<b>29.10%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(277)	4,836	-	0.00%
Net change in fund balance	\$ (277)	\$ 4,836	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>22,912</b>	<b>22,912</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 27,748</b>	<b>\$ 22,912</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending January 31, 2023

ACCOUNT DESCRIPTION	JAN-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 881	\$ 1,285	\$ 500	257.00%
Special Assmnts- Tax Collector	649	23,558	25,447	92.58%
Special Assmnts- Discounts	(20)	(935)	(1,018)	91.85%
<b>TOTAL REVENUES</b>	<b>1,510</b>	<b>23,908</b>	<b>24,929</b>	<b>95.90%</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessment Collection Cost	13	452	509	88.80%
Misc-Credit Card Fees	-	-	10	0.00%
<b>Total Administration</b>	<b>13</b>	<b>452</b>	<b>519</b>	<b>87.09%</b>
<b><u>Right of Way</u></b>				
Insurance - General Liability	-	470	442	106.33%
R&M-General	-	500	4,543	11.01%
R&M-Drainage	-	-	3,000	0.00%
R&M-Gate	-	835	5,000	16.70%
Internet Services	117	468	1,500	31.20%
Reserve - Roadways	-	-	9,925	0.00%
<b>Total Right of Way</b>	<b>117</b>	<b>2,273</b>	<b>24,410</b>	<b>9.31%</b>
<b>TOTAL EXPENDITURES</b>	<b>130</b>	<b>2,725</b>	<b>24,929</b>	<b>10.93%</b>
Excess (deficiency) of revenues Over (under) expenditures	1,380	21,183	-	0.00%
Net change in fund balance	<u>\$ 1,380</u>	<u>\$ 21,183</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>		<b>244,276</b>	<b>244,276</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 265,459</b></u>	<u><b>\$ 244,276</b></u>	

**Westchase  
Community Development District**

**Supporting Schedules**

**January 31, 2023**

**Non-Ad Valorem Special Assessments  
(Hillsborough County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

					ALLOCATION BY FUND			
Date Received	Net Amount Received	Interest/Discount Amount	Collection Costs	Gross Amount Received	001 General Fund Assessments	002 Harbor Links Fund Assessments	003 The Enclave Fund Assessments	004 Saville Row Fund Assessments
Assessments Levied				\$ 3,316,832 100%	\$ 2,711,482 81.75%	\$ 56,138 1.69%	\$ 18,057 0.54%	\$ 5,842 0.18%
11/03/22	\$ 31,779	\$ 1,651	\$ 649	\$ 34,078	\$ 27,859	\$ 577	\$ 186	\$ 60
11/17/22	251,491	10,692	5,132	267,315	218,528	4,524	1,455	471
11/21/22	287,501	12,207	5,867	305,575	249,805	5,172	1,664	538
11/29/22	394,338	16,766	8,048	419,152	342,653	7,094	2,282	738
12/07/22	1,519,355	64,553	31,007	1,614,915	1,320,180	27,333	8,792	2,844
12/14/22	324,949	13,363	6,632	344,944	281,989	5,838	1,878	608
01/04/23	80,369	2,630	1,640	84,639	69,191	1,433	461	149
<b>TOTAL</b>	<b>2,889,782</b>	<b>121,861</b>	<b>58,975</b>	<b>3,070,618</b>	<b>2,510,204</b>	<b>51,971</b>	<b>16,717</b>	<b>5,408</b>
% COLLECTED					93%	93%	93%	93%
<b>TOTAL O/S</b>				<b>246,214</b>	<b>201,278</b>	<b>4,167</b>	<b>1,340</b>	<b>434</b>

**Non-Ad Valorem Special Assessments  
(Hillsborough County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

Date Received	ALLOCATION BY FUND					
	005 Commercial Road Fund Assessments	102 The Greens Fund Assessments	103 Stonebridge Fund Assessments	104 West Park Village Fund Assessments	105 West Park Village Fund Assessments	106 Vineyards Fund Assessments
Assessments Levied	\$ 5,520 0.17%	\$ 344,186 10.38%	\$ 16,056 0.48%	\$ 126,326 3.81%	\$ 7,778 0.23%	\$ 25,447 0.77%
11/03/22	\$ 57	\$ 3,536	\$ 165	\$ 1,298	\$ 80	\$ 261
11/17/22	445	27,739	1,294	10,181	627	2,051
11/21/22	509	31,709	1,479	11,638	717	2,344
11/29/22	698	43,495	2,029	15,964	983	3,216
12/07/22	2,688	167,579	7,817	61,506	3,787	12,390
12/14/22	574	35,795	1,670	13,138	809	2,646
01/04/23	141	8,783	410	3,224	198	649
<b>TOTAL</b>	<b>5,110</b>	<b>318,637</b>	<b>14,864</b>	<b>116,949</b>	<b>7,201</b>	<b>23,558</b>
% COLLECTED	93%	93%	93%	93%	93%	93%
<b>TOTAL O/S</b>	<b>410</b>	<b>25,549</b>	<b>1,192</b>	<b>9,377</b>	<b>577</b>	<b>1,889</b>

# **Fourth Order of Business**

Tampa Electric Company

## **LIGHTING SERVICES PROPOSAL**

Proposal ID:	14259	Contact Name:	Charles Richards
Work Request Number:	2463270	Billing Name:	Westchase CDD
TECO Rep:	Christopher Quinlan	Billing Address:	210 N University Drive, Suite 702 Coral Springs, FL 3307
Business Partner #	1102143353	Site Address:	9536 W Park Village Dr Tampa , FL 33626-0000

Description	Qty	Rate	TSN
Granville III - 3K 39 Watts LED Black	1	967	2129309
Tenon - DB Aluminum 16 Ft Black	1	586	2005654
<b>Light &amp; Pole Charge:</b>	44.45		
<b>Energy Charge:</b>	+	0.40	
<b>Base Charges for Facilities</b>	=	<b>44.85</b>	
<b>Power Relay:</b>	+	0.00	
<b>Refund Credit:</b>	-	0.00	
<b>Fuel Charge:</b>	+	0.42	
<b>Energy Mgmt Credit:</b>	-	0.00	
<b>Storm Protection Charge:</b>	+	0.14	
<b>Clean Energy Transmission Mechanism:</b>	+	0.00	
<b>Gross Receipts:</b>	+	0.03	
<b>Franchise Fee:</b>	+	2.98	
<b>City Tax:</b>	+	0.00	
<b>Light &amp; Pole &amp; Area Taxes:</b>	+	2.97	
<b>Fuel/Clauses/Fees&amp;Taxes:</b>	=	<b>6.73</b>	
<b>Total Bill</b>	=	<b>51.58</b>	
<b>Total Deposit</b>	=	<b>90.00</b>	

### **Detailed Billing Items:**

<b>Clauses Total</b>	
<b>Conservation:</b>	0.02
<b>Capacity Recovery</b>	0.00
<b>Environ. Cost Recovery:</b>	0.16
<b>Fuel Charge Subject to City tax:</b>	<b>0.00</b>
<b>Storm Protection Charge</b>	<b>0.14</b>
<b>Clean Energy Transmission Mechanism</b>	<b>0.00</b>

### **Contribution-in-Aid-of-Construction**

**Amount**

No CIAC - The Lighting Engineer has determined that there is no contribution-in-aid-of-construction (CIAC) for this job. \$0.00

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## **Seventh Order of Business**

**7A**

**WESTCHASE CDD  
LANDSCAPE MAINTENANCE BID PROCESS  
TIMELINE FOR CDD  
FEBRUARY 21, 2023**

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<b><u>DATE</u></b>	<b><u>TASK</u></b>
<u>1-30-23</u>	OLM to receive signed Agreement for Services.
<u>2-21-2023</u>	OLM representative to meet with District Management representatives to review site, define scope of work and compile first draft of landscape maintenance specifications and vendor prequalification document.
<u>2-22-2023</u>	OLM to send first draft of timeline to District Manager for approval.
<u>3-8-2023</u>	OLM to receive, from District staff, revisions/mark-up of landscape maintenance specifications.
<u>3-8-2023</u>	WESTCHASE CDD BOARD approval of standards and specifications for landscape maintenance and vendor prequalification document.
<u>T B D</u>	District Manager to advertise for landscape maintenance RFQ/RFP per Statute or District rules of procurement.
<u>T B D</u>	District Manager to distribute to respondents (prospective bidders) the Request for Qualification document for reply by respondents.
<u>3-29-2023</u>	District Manager to receive RFQ by end of business replies from prospective bidders.
<u>3-31-2023</u>	District Manager/Attorney/ Designees to review and develop ranking of respondents for Board approval. Ranking criteria per RFQ.
<u>4-4-2023</u>	Board approves recommendations for Bidders (top five ranking)
<u>4-24-2023</u>	Bidders to meet on site to conduct Mandatory Pre-Bid Meeting and Standards and Specifications review with District Staff and OLM. ( Meeting time 10:00am, Location W C A Office Conference Room)
<u>5-7-2023</u>	Proposal Submittal, Public Bid Opening and Read-Out, 10:00am Location W C A Office Conference Room) District Manager will provide OLM with the bids for completion of the Bid Summary.
<u>5-11-2023</u>	OLM to provide Bid Summary to District Manager for distribution and review.
<u>5-16-2023</u>	Board to receive presentations by prospective vendors. (*This may be a workshop meeting if determined by Board)
<u>6-6-2023</u>	Board to vote for new contract award at regular scheduled meeting.
<u>11-1-2023</u>	Start date for WESTCHASE CDD landscape Maintenance contract.

Approved:

Date:

**7B.**

**WESTCHASE  
COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2022**

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

### Report on the Audit of the Financial Statements

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 1, 2023



## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

Our discussion and analysis of Westchase Community Development District, Hillsborough County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$15,797,913.
- The change in the District's total net position in comparison with the prior fiscal year was (\$282,556), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$5,846,652, an increase of \$222,504 in comparison with the prior fiscal year. A portion of fund balance is non-spendable for deposits, assigned to capital projects, reserves, projects, and subsequent year's expenditures and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management), physical environment (maintenance), and culture and recreation functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)Fund Financial Statements (Continued)Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general and capital projects funds, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2022	2021
Current and other assets	\$ 6,463,525	\$ 5,835,632
Capital assets, net of depreciation	9,951,261	10,456,321
Total assets	16,414,786	16,291,953
Current liabilities	97,892	211,484
Total liabilities	97,892	211,484
Deferred inflows of resources related to lease	518,981	-
Total liabilities and deferred inflows	616,873	211,484
Net position		
Net investment in capital assets	9,951,261	10,456,321
Unrestricted	5,846,652	5,624,148
Total net position	\$ 15,797,913	\$ 16,080,469

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2022	2021
Revenues:		
Program revenues:		
Charges for services	\$ 3,235,217	\$ 3,179,962
General revenues:		
Unrestricted investment earnings	7,747	12,380
Lease revenue	3,483	-
Total revenues	3,246,447	3,192,342
Expenses:		
General government	407,613	430,872
Physical environment	3,054,618	2,897,001
Culture and recreation	66,772	95,211
Total expenses	3,529,003	3,423,084
Change in net position	(282,556)	(230,742)
Net position - beginning	16,080,469	16,311,211
Net position - ending	\$ 15,797,913	\$ 16,080,469

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$3,529,003. The costs of the District's activities were primarily funded by program revenues, comprised primarily of assessments and miscellaneous revenue, which increased from the prior year. The majority of the increase results from insurance reimbursements received in current fiscal year. In total, expenses, including depreciation, increased from the prior fiscal year. The majority of the increase was the result of an increase in repair and maintenance costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

## CAPITAL ASSETS

At September 30, 2022, the District had \$23,169,650 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$13,218,389 has been taken, which resulted in a net book value of \$9,951,261. More detailed information about the District's capital assets is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEARS BUDGETS AND OTHER EVENTS

The District anticipates that the general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Westchase Community Development District's Finance Department at 210 N. University Drive, Suite 702, Coral Springs, Florida 33071.

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2022**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 5,890,257
Due from other government	24,909
Lease interest receivable	2,510
Lease receivable	501,464
Other receivable	5,600
Prepaid expenses	5,800
Deposits	32,985
Capital assets:	
Non-depreciable	6,864,655
Depreciable, net	3,086,606
Total assets	<u>16,414,786</u>
 <b>LIABILITIES</b>	
Accounts payable and accrued expenses	97,043
Accrued taxes	849
Total liabilities	<u>97,892</u>
 <b>DEFERRED INFLOWS OF RESOURCES</b>	
Lease	518,981
Total deferred inflows of resources	<u>518,981</u>
 <b>NET POSITION</b>	
Net investment in capital assets	9,951,261
Unrestricted	5,846,652
Total net position	<u>\$ 15,797,913</u>

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expense) Revenue and Changes in Net Position Governmental Activities
Primary government:			
Governmental activities:			
General government	\$ 407,613	\$ 373,679	\$ (33,934)
Physical environment	3,054,618	2,800,325	(254,293)
Culture and recreation	66,772	61,213	(5,559)
Total governmental activities	<u>3,529,003</u>	<u>3,235,217</u>	<u>(293,786)</u>
General revenues:			
Unrestricted investment earnings			7,747
Lease revenue			3,483
Total general revenues			<u>11,230</u>
Change in net position			(282,556)
Net position - beginning			16,080,469
Net position - ending			<u>\$ 15,797,913</u>

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	Major Funds		Total
	General	Capital Projects	Governmental Funds
<b>ASSETS</b>			
Cash	\$ 5,188,061	\$ 702,196	\$ 5,890,257
Due from other government	24,909	-	24,909
Other receivable	5,600	-	5,600
Lease interest receivable	2,510	-	2,510
Lease receivable	501,464	-	501,464
Prepaid items	5,800	-	5,800
Deposits	32,985	-	32,985
Total assets	<u>\$ 5,761,329</u>	<u>\$ 702,196</u>	<u>\$ 6,463,525</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable and accrued expenses	\$ 97,043	\$ -	\$ 97,043
Accrued taxes	849	-	849
Total liabilities	<u>97,892</u>	<u>-</u>	<u>97,892</u>
Deferred Inflows of Resources:			
Leases	518,981	-	518,981
Total deferred inflows of resources	<u>518,981</u>	<u>-</u>	<u>518,981</u>
Fund balances:			
Nonspendable:			
Deposits and prepaid items	38,785	-	38,785
Assigned to:			
Operating reserves	732,755	-	732,755
Roadway projects	1,177,910	-	1,177,910
Capital projects		702,196	702,196
Erosion Control	60,000	-	60,000
Subsequent year's expenditures	10,589	-	10,589
Unassigned:	3,124,417	-	3,124,417
Total fund balances	<u>5,144,456</u>	<u>702,196</u>	<u>5,846,652</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 5,761,329</u>	<u>\$ 702,196</u>	<u>\$ 6,463,525</u>

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2022**

Fund balance - governmental funds \$ 5,846,652

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	23,169,650	
Accumulated depreciation	(13,218,389)	9,951,261
Net position of governmental activities		<u><u>\$ 15,797,913</u></u>

See notes to the financial statements



**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds		Total
	General	Capital Projects	Governmental Funds
<b>REVENUES</b>			
Assessments	\$ 3,177,857	\$ -	\$ 3,177,857
Interest	7,747	-	7,747
Lease revenue	3,483	-	3,483
Miscellaneous revenue	57,360	-	57,360
Total revenues	3,246,447	-	3,246,447
<b>EXPENDITURES</b>			
Current:			
General government	407,613	-	407,613
Physical environment	2,549,558	-	2,549,558
Culture and recreation	66,772	-	66,772
Total expenditures	3,023,943	-	3,023,943
Excess (deficiency) of revenues over (under) expenditures	222,504	-	222,504
Fund balances - beginning	4,921,952	702,196	5,624,148
Fund balances - ending	\$ 5,144,456	\$ 702,196	\$ 5,846,652

See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$	222,504
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Amounts reported for governmental activities in the statement of activities  
are different because:

Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.		(505,060)
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Change in net position of governmental activities	\$	<u>(282,556)</u>
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See notes to the financial statements

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Westchase Community Development District ("District") was created on January 9, 1991 by Ordinance 91-1 of the Board of County Commissioners of Hillsborough County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. In a prior fiscal year, the District and Westchase East Community Development District passed resolutions allowing actions to be taken to merge the Districts. Pursuant to the agreement, Westchase Community Development District is the surviving District and assumed all indebtedness of, and received title to all property owned by Westchase East Community Development District.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

**Assessments**

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. For debt service, certain amounts are collected at lot closings as advance payments and are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments, and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

**General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

**Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure and replacement of uninsurable assets within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity****Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

**Inventories and Prepaid Items**

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets**

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Improvements	10 - 30
Buildings	15 - 40
Infrastructure	15 - 40
Machinery and equipment	5 - 20

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity (Continued)**Capital Assets (Continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Assets, Liabilities and Net Position or Equity (Continued)****Fund Equity/Net Position (Continued)**

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal agreements that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the District would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**Other Disclosures****Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

**NOTE 4 – DEPOSITS**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**NOTE 5 – CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and improvements	\$ 6,864,655	\$ -	\$ -	\$ 6,864,655
Total capital assets, not being depreciated	6,864,655	-	-	6,864,655
Capital assets, being depreciated				
Infrastructure	9,922,734	-	-	9,922,734
Buildings	523,807	-	-	523,807
Improvements other than buildings	5,591,552	-	-	5,591,552
Machinery and equipment	266,902	-	-	266,902
Total capital assets, being depreciated	16,304,995	-	-	16,304,995
Less accumulated depreciation for:				
Infrastructure	(7,851,301)	(316,417)	-	(8,167,718)
Buildings	(339,898)	(14,492)	-	(354,390)
Improvements other than buildings	(4,373,711)	(144,205)	-	(4,517,916)
Machinery and equipment	(148,419)	(29,946)	-	(178,365)
Total accumulated depreciation	(12,713,329)	(505,060)	-	(13,218,389)
Total capital assets, being depreciated, net	3,591,666	(505,060)	-	3,086,606
Governmental activities capital assets, net	\$ 10,456,321	\$ (505,060)	\$ -	\$ 9,951,261

Depreciation expense was charged to the physical environment function/program.

**NOTE 6 – RETIREMENT PLAN**

The District maintains individual retirement accounts for employees who meet a certain pay requirement. The District's required contribution is 6% of the total salaries of qualified participants. Total salaries of qualified participants for the fiscal year ended September 30, 2022 were \$257,374. Employer contributions for the period were \$15,436.

**NOTE 7 – LAND LEASE AGREEMENT**

In January 2021 the District executed an option and land lease agreement with Vertex Development LLC whereby in consideration of a payment of \$3,000 the District grants Vertex the option to lease a portion of land. Pursuant to the agreement, the option will be for a period of 12 months. If the option is exercised Vertex will construct, install, operate and maintain a wireless communication facility. The lease will be for 10 years with three 5 year options to extend. Base fee is set at \$21,000 annually with a 3% annual increase. In September 2021, the option was extended to 18 months. In the current fiscal year, the District received an additional \$4,500 for exercising the option to lease. Upon exercising the Option, Vertex shall be permitted to construct, install, operate and maintain a Wireless Communication Facility ("WCF").

The District is a lessor for a noncancellable lease of land and recognized a lease receivable and a deferred inflow of resources in the financial statements.

At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.



**NOTE 7 – LAND LEASE AGREEMENT (Continued)**

Key estimates and judgements include how the District determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The District uses its estimated borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The District monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

**Lease receivable**

In current fiscal year, the District began leasing land to Vertex Development LLC. The lease is structured with an initial ten-year term, with the option of three renewal terms which are all five-year terms. As of fiscal year 2022, the District is to receive \$21,000 payment per year with a 3% annual increase. The District recognized \$3,483 in lease revenue and \$2,510 in interest revenue during the current fiscal year related to this lease. As of September 30, 2022, the District's receivable for lease payments was \$501,464. Also, the District has a deferred inflow of resources of \$518,981 associated with this lease that will be recognized as revenue over the lease term.

**Maturity Schedule**

At September 30, 2022, the scheduled lease requirements on the long-term lease were as follows:

Fiscal Year Ending September 30,	Principal	Interest	Total Receipts
2023	\$ 6,377	\$ 15,253	\$ 21,630
2024	7,220	15,059	22,279
2025	8,108	14,839	22,947
2026	9,043	14,592	23,635
2027	10,028	14,317	24,345
2028-2032	66,770	66,357	133,127
2033-2037	100,055	54,276	154,331
2038-2042	142,303	36,610	178,913
2043-2047	151,560	11,878	163,438
Total Future Receipts	\$ 501,464	\$ 243,181	\$ 744,645

**NOTE 8 – MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

**NOTE 9 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims have not exceeded commercial insurance coverage over the past three years.

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ 3,168,589	\$ 3,177,857	\$ 9,268
Interest	13,755	7,747	(6,008)
Rent and leases	-	3,483	3,483
Other revenue	4,000	57,360	53,360
Total revenues	<u>3,186,344</u>	<u>3,246,447</u>	<u>60,103</u>
<b>EXPENDITURES</b>			
Current:			
General government	427,792	407,613	20,179
Physical environment	2,444,087	2,549,558	(105,471)
Culture and recreation	319,391	66,772	252,619
Total expenditures	<u>3,191,270</u>	<u>3,023,943</u>	<u>167,327</u>
Excess (deficiency) of revenues over (under) expenditures	(4,926)	222,504	227,430
<b>OTHER FINANCING SOURCES</b>			
Use of fund balance	4,926	-	(4,926)
Total other financing sources	<u>4,926</u>	<u>-</u>	<u>(4,926)</u>
Net change in fund balance	<u>\$ -</u>	222,504	<u>\$ 222,504</u>
Fund balance - beginning		<u>4,921,952</u>	
Fund balance - ending		<u>\$ 5,144,456</u>	

See notes to required supplementary information

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
HILLSBOROUGH COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**WESTCHASE COMMUNITY DEVELOPMENT DISTRICT  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	19
Number of independent contractors compensated in September 2022	10
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$277,707
Independent contractor compensation for FYE 9/30/2022	\$287,107
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See page 20
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	See below
Special assessments collected FYE 9/30/2022	\$3,177,857
Outstanding Bonds:	Not applicable

<u>Name</u>	<u>Rate</u>	<u>Name</u>	<u>Rate</u>	<u>Name</u>	<u>Rate</u>
Wycliffe	\$484.24	The Enclave	\$484.24	Greensprings	\$484.24
Bennington	\$484.24	Saville Rowe	\$484.24	Greencrest	\$484.24
Woodbay	\$484.24	Ayshire	\$484.24	Greenhedges	\$484.24
Berkley Square	\$343.31	Cheshire	\$484.24	Greenmont	\$484.24
Glenfield	\$484.24	Derbyshire	\$484.24	Greendale	\$484.24
Keswick Forest	\$484.24	Epic Properties	\$343.31	Greenpoint	\$484.24
Glenclyff	\$484.24	Radcliffe	\$484.24	Village Green	\$484.24
Harbor Links	\$484.24	7/11	\$14,965.34	Village Green	\$484.24
Harbor Links Est	\$484.24	Primrose	\$14,965.34	Village Green	\$484.24
Castleford	\$484.24	Prof Center	\$14,965.34	Westpark Village	\$484.24
Stamford	\$484.24	Prof Center	\$14,965.34	Remax Real Estate	\$14,965.34
Baybridge	\$484.24	Golf Course	\$90.20	Gables Com	\$14,965.34
Wakesbridge	\$484.24	Stonebridge	\$484.24	Kids R Kids	\$14,965.34
Abbotsford	\$484.24	Woodbridge	\$484.24	CVS	\$14,965.34
Chelmsford	\$484.24	Vineyards	\$484.24	Applebees	\$14,965.34
Brentford	\$484.24	Cavendish	\$484.24	Burger King	\$14,965.34



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 1, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 1, 2023



# Grau & Associates

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## **INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

We have examined Westchase Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Westchase Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 1, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Westchase Community Development District  
Hillsborough County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Westchase Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 1, 2023.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 1, 2023, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Westchase Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Westchase Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 1, 2023



## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 22.