

**WESTCHASE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**FEBRUARY 6, 2024**

## 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  
Field Manager

## Regular Meeting Agenda

Tuesday, February 6, 2024 – 4:00 p.m.

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- 1. Roll Call**
- 2. Consent Agenda**
  - A. Approval of the January 2, 2024 Meeting Minutes with Any Corrections Submitted
  - B. Acceptance of Financial Statements
  - C. Acceptance of the FY 2023 Audit
- 3. Audience Comments**
- 4. Engineer's Report**
- 5. Attorney's Report**
  - A. Discussion and Consideration of Proposed Fourth Amendment to the Option and Lease Agreement with Vertex
- 6. Manager's Report**
  - A. Discussion of WPV RFP
  - B. Consideration of Employment Agreement with David Sylvanowicz
- 7. Field Manager's Report**
  - A. Discussion of Hillsborough County Crosswalk Issue
- 8. Supervisors' Requests**
- 9. Adjournment**

\*The next workshop meeting is scheduled for February 20, 2024 and the next regular meeting is scheduled for March 5, 2024.

### 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>IN RE: WESTCHASE COMMUNITY DEVELOPMENT DISTRICT</p> <hr/> <p>TRANSCRIPT OF: MONTHLY BOARD MEETING</p> <p>DATE: January 2, 2024 TIME: 4:00 p.m. PLACE: Maureen Gauzza Regional Library Community Room A Countryway Boulevard Tampa, Florida</p> <p>REPORTED BY: Sarah Parker Notary Public State of Florida at Large</p>	<p style="text-align: right;">Agenda Page #5 Page 3</p> <p>1 2 3 I N D E X 4 Meeting called to order 5 5 Roll Call 5 6 Consent agenda 5 7 Motion to approve 5 8 Motion passes 6 9 Audience Comments 6 10 Vulture Discussion 6 11 USDA proposed agreement 11 12 Motion to approve USDA contract and funds 13 assessed to Stonebridge 20 14 Motion passes 30 15 Linebaugh median crosswalk 31 16 Engineer's report 40 17 SWFWMD permits 40 18 Attorney's report 40 19 West Park Village bids 40 20 Cell tower project 46 21 22 23 24 25</p>
<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES: 2 WESTCHASE COMMUNITY DEVELOPMENT DISTRICT BOARD 3 MEMBERS: 4 5 Matt Lewis, Chairman 6 Reggie Gillis, via telephone 7 Chris Barrett 8 James Wimsatt 9 Greg Chesney 10 Also present: 11 INFRAMARK: 12 Andy Mendenhall, District Manager 13 DISTRICT ATTORNEY: 14 Erin McCormick 15 DISTRICT ENGINEER: 16 Robert Dvorak 17 WESTCHASE STAFF: 18 Doug Mays 19 Sonny Whyte 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 Manager's report 48 2 Search for new field manager 47 3 Field Manager's report 51 4 Tavistock Drive fence request 55 5 56 additional signages 64 6 Supervisor's Requests 67 7 Long-term goals 67 8 Hand sanitizer in the bathrooms 69 9 Memorials in medians 70 10 Motion to adjourn 73 11 Motion passes 73 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

<p style="text-align: right;">Page 5</p> <p>1 The transcript of Westchase Community 2 Development District Monthly Board Meeting, on the 3 2nd day of January, 2024, at the Maureen Gauzza 4 Library, Community Room A, 11211 Countryway 5 Boulevard, Tampa, Florida, beginning at 4:00 p.m., 6 reported by Sarah Parker, Notary Public, State of 7 Florida.</p> <p>8 * * * * *</p> <p>9 CHAIRMAN LEWIS: Good afternoon, everybody. 10 Happy New Year. I don't think we're looking to 11 buy the golf course anytime soon, so you must be 12 here for vultures? All right.</p> <p>13 We're going to go and ahead call the 14 meeting to order. I hope everybody had a great 15 holiday season, and with that, this is the 16 Westchase Community Development District meeting 17 for Tuesday, January 2nd, 2024.</p> <p>18 Let the record reflect that all the 19 supervisors are present with Reggie Gillis being 20 on the telephone. We also have all staff, 21 attorney, and engineer. And with that, I will 22 go into the consent agenda.</p> <p>23 Looking for motion to approve.</p> <p>24 MR. WIMSATT: Move to approve consent 25 agenda.</p>	<p style="text-align: right;">Agenda Page #6 Page 7</p> <p>1 sudden occurrence of about two years ago of the 2 vultures in our area.</p> <p>3 There are times when there are 20 of them 4 on my roof, and not only does it -- if you were 5 considering buying my house would that probably 6 deter you if you drove up and saw 20 vultures on 7 my roof, but it certainly affects my quiet 8 enjoyment of my property. And so they weren't 9 there when I bought my house and they weren't 10 there for several years, and a lot of people 11 have lived there for a lot longer than I have. 12 And so for some reason, they've shown up. I'd 13 like to continue to discourage them to stick 14 around.</p> <p>15 CHAIRMAN LEWIS: Okay. Thank you very 16 much.</p> <p>17 Anyone else? 18 Okay, yes?</p> <p>19 MS. ALIVARI: My name is Judy Alivari. I 20 live at 9857 Bridgeton Drive. The vultures 21 showed up probably three years ago, and again, 22 there's about 20 or so on my roof and they go 23 away and they migrate back. And by the time 24 things get settled for the mitigation of them, 25 they're on their way back out, because they do</p>
<p style="text-align: right;">Page 6</p> <p>1 CHAIRMAN LEWIS: Okay. Do we have a 2 second?</p> <p>3 MR. BARRETT: I'll second.</p> <p>4 CHAIRMAN LEWIS: Second by Chris. Any 5 comments, questions, discussion?</p> <p>6 (No response.)</p> <p>7 CHAIRMAN LEWIS: All those in favor for 8 passing? Reggie?</p> <p>9 MR. GILLIS: Aye. 10 (All members signify in the affirmative.)</p> <p>11 CHAIRMAN LEWIS: Carries five to zero. 12 (Motion passes.)</p> <p>13 CHAIRMAN LEWIS: All right. Moving into 14 audience comments. Does everybody want to speak 15 here? Because I was going to say I'm just going 16 to limit it to three minutes if you do. If you 17 don't, if not everybody is going to speak, if 18 anybody wants to raise your hand, just name and 19 address for the record. And we're off -- yes, 20 ma'am.</p> <p>21 MS. BECK: Barbara Beck, I'm at 9855 22 Bridgeton Drive in Stonebridge, and I've been a 23 resident since 2017. And I'm just asking for 24 the CDD to continue to approve whatever 25 mitigation work needs to be done regarding the</p>	<p style="text-align: right;">Page 8</p> <p>1 migrate from up north.</p> <p>2 And so there was a continuation of part of 3 the contract from last year at the beginning of 4 this colder season and they were out there, and 5 it really was doing something, but then I guess 6 they used up the rest of the money. And two 7 weeks ago, there were about 20 on the roof. And 8 we live next to each other, so they're on hers, 9 they're on mine. They're generally just on the 10 side of the street by the lake.</p> <p>11 And on New Year's Eve, there were a lot of 12 people blowing off fireworks all over the place, 13 and they were in the trees on the island, and 14 Rick was over at my house and there was at least 15 40 of them that were flying out of the trees 16 because of the noise.</p> <p>17 So they are still there, and I would also 18 please ask that you continue the contract with 19 the USDA to continue the mitigation to get them 20 away, because as Barbara said, our property 21 won't be as valuable as it could be with them on 22 the roof. They rip the screens; quite a few of 23 our neighbors have had to replace screenage. 24 They eat the glue on the shingles, they peck at 25 whatever they use around the light tubes on the</p>

<p style="text-align: right;">Page 9</p> <p>1 roof, and so they can be very destructive.</p> <p>2 CHAIRMAN LEWIS: Okay. Yes, sir?</p> <p>3 MR. GOLDSTEIN: This is a major issue with</p> <p>4 the Westchase board --</p> <p>5 CHAIRMAN LEWIS: Your name and address.</p> <p>6 MR. GOLDSTEIN: I'm sorry. Rick Goldstein,</p> <p>7 vice president for Government Affairs for the</p> <p>8 Westchase Community Association. I live at 9803</p> <p>9 Gingerwood Drive in Tampa. We are right up to</p> <p>10 Stonebridge, and we are also victims of these</p> <p>11 turkey vultures. And as I was mentioning</p> <p>12 before, this is a major issue for Government</p> <p>13 Affairs, as well as for the board. It was</p> <p>14 brought to the board's attention a number of</p> <p>15 years ago.</p> <p>16 You all know the history with it, but I</p> <p>17 just want to mention last year we had these</p> <p>18 vultures actually tore through the screens of</p> <p>19 somebody's lanai and got onto the lanai. Last</p> <p>20 year, as I was walking around, there was a --</p> <p>21 she must have been about 11 or 12, middle school</p> <p>22 student surrounded by all these vultures; and</p> <p>23 she just was in the middle there shaking and</p> <p>24 crying, and I was able to help her get out of</p> <p>25 that and help her get back over to the school.</p>	<p style="text-align: right;">Agenda Page #7 Page 11</p> <p>1 your roof at one time.</p> <p>2 It's a lot of heavy noise, so it's</p> <p>3 disruptive even to the sleep pattern. So</p> <p>4 whatever can be done to continue, I would be</p> <p>5 appreciative as well.</p> <p>6 CHAIRMAN LEWIS: Okay, thank you.</p> <p>7 Anybody else?</p> <p>8 MR. CROOKS: Mark Crooks, 9833 Stonebridge,</p> <p>9 and I would ask for continued efforts in</p> <p>10 mitigation of the vultures.</p> <p>11 CHAIRMAN LEWIS: Thank you.</p> <p>12 So Erin, do we have -- I was talking to</p> <p>13 Sonny briefly earlier today. Do we have a new</p> <p>14 contract that came to us from the USDA?</p> <p>15 MS. MCCORMICK: She sent me December 19th a</p> <p>16 proposed agreement from the USDA and I had asked</p> <p>17 if it was the same, because the last we had</p> <p>18 reported that there wasn't going to need to be</p> <p>19 another agreement because there were funds</p> <p>20 remaining, but this one calls for \$5,000, and it</p> <p>21 goes for the period of January 1, which</p> <p>22 obviously it hasn't been signed yet. So it</p> <p>23 wouldn't go into effect until it's executed by</p> <p>24 both parties, and then it goes through January</p> <p>25 of 2025.</p>
<p style="text-align: right;">Page 10</p> <p>1 A friend of mine was walking his little</p> <p>2 dog. The vultures came around and they were</p> <p>3 frightening the dog and they had to pick up the</p> <p>4 dog and try to go away, and they kept following</p> <p>5 a little bit.</p> <p>6 These vultures also -- they have gram-</p> <p>7 negative microorganisms. Their droppings do</p> <p>8 contain salmonella and other coliform</p> <p>9 microorganisms, so they can be a health hazard,</p> <p>10 especially to any of our neighbors that have</p> <p>11 immunological problems or getting chemo or other</p> <p>12 types of illnesses that require steady</p> <p>13 antimicrobial kind of techniques. So we are in</p> <p>14 favor of continuing this contract.</p> <p>15 Do you want me to mention about the task</p> <p>16 force, or do you want to wait?</p> <p>17 CHAIRMAN LEWIS: I'll mention that in a</p> <p>18 second. Is that all you have?</p> <p>19 MS. COCHRAN: Kathy Cochran, 9815</p> <p>20 Gingerwood, and they have plagued me as well as</p> <p>21 these other ladies to the point where I</p> <p>22 rescreened my back porch. And they defecate on</p> <p>23 it, and they put holes in it with their claws.</p> <p>24 It might sound like it's not anything, but</p> <p>25 they're very heavy when you have all of them on</p>	<p style="text-align: right;">Page 12</p> <p>1 CHAIRMAN LEWIS: So as of yesterday, the</p> <p>2 intent was yesterday through beginning of 2024?</p> <p>3 MS. MCCORMICK: If we approve it. And I'll</p> <p>4 just make sure the terms are all consistent with</p> <p>5 what we did the prior year. And I'm assuming,</p> <p>6 based on this, that they're asking for a payment</p> <p>7 of \$5,000, or that would be what would be billed</p> <p>8 to the district, but that's inconsistent with</p> <p>9 what they had told Sonny as far as remaining</p> <p>10 funds. So we need to sort out how much is going</p> <p>11 to be due under the contract. I think we could</p> <p>12 approve it today with a not-to-exceed amount of</p> <p>13 \$5,000, if you wanted to do that.</p> <p>14 CHAIRMAN LEWIS: So let me make sure I'm</p> <p>15 understanding. So what we did -- what was done</p> <p>16 by the USDA a couple of weeks ago --</p> <p>17 MS. WHYTE: That was what we had remaining</p> <p>18 in the account --</p> <p>19 CHAIRMAN LEWIS: -- that was remaining from</p> <p>20 the old contract, right?</p> <p>21 MS. WHYTE: That is correct, and the</p> <p>22 previous contract.</p> <p>23 CHAIRMAN LEWIS: Okay. And so that's now a</p> <p>24 balance of zero?</p> <p>25 MS. WHYTE: As far as I know, I have not</p>

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<p>1 heard, or he didn't send me an invoice as of 2 yet. But is that what we did on the last 3 contract, was 5,000?</p> <p>4 MS. MCCORMICK: Yes, I think so. And this 5 one actually, I said January 1 of 2025, but it 6 goes January 30th of 2025.</p> <p>7 CHAIRMAN LEWIS: Okay, thank you. Okay. 8 Thank you for that.</p> <p>9 Rick Goldstein had approached me, and this 10 is for the other supervisors. For those of you 11 that don't know, we abide by the Sunshine Law, 12 so we can't talk to each other between meetings. 13 So this is the first time everybody in the room 14 is hearing this except for Mr. Goldstein.</p> <p>15 He approached me before the holidays and he 16 had a couple things: The striping issue in West 17 Park Village; there's a crossing for the school 18 that I'll bring up later that the WCA is 19 opposing and wanted the board's opinion on; but 20 the other thing was the vultures. He wants to 21 set up a task force to kind of discuss that 22 about other issues.</p> <p>23 And I told Rick that, essentially, I'm one 24 of five, but I have no problem being on a task 25 force, or if somebody else on the board would</p>	<p>1 would do is take a look at some of the results 2 of long-term projects, line up some of those 3 things, take a look and see if that's a likely 4 viable one that we should take on along with 5 through the five others.</p> <p>6 And that actually is one I thought about 7 proposing, but I think we should talk a little 8 more in depth at a workshop where it's a little 9 more free willy and a little more in depth. And 10 I propose it be something added to those things 11 that we talk through.</p> <p>12 CHAIRMAN LEWIS: Just in terms of the 13 vulture deterrents, is that what I'm 14 understanding?</p> <p>15 MR. GILLIS: Well, it sounds like -- I 16 think a lot of these projects, you know, we're 17 doing it with one solution, but if there are 18 other potential solutions that could be enacted 19 like going back to the WCA and doing some other 20 things.</p> <p>21 As we mentioned, we get a few minutes in 22 these meeting per month, we can't talk to each 23 other in between, but I think it's a worthy -- 24 one of those things that we discuss in the 25 context of how do we do some of these</p>
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<p>1 like to be a part of that task force. I think 2 that me alone, my opinion about where we go with 3 the CDD's participation with this is, again, one 4 of five; but I do agree with other board members 5 that I think the WCA needs to act and put some 6 things in the bylaws to allow homeowners to 7 deflect these things, or whatever things -- 8 what's the word I'm looking for, you know, I'm 9 trying to -- deterrents. Thank you very much.</p> <p>10 So that was the intent of Rick's idea to 11 have a task force was to possibly discuss that 12 with the USDA representative so that he can then 13 take that back to the WCA to say, Hey, this is 14 what's coming straight from the horse's mouth, 15 this is what we want to do, this is what we want 16 to enact into the bylaws in Westchase.</p> <p>17 So with that, I don't know if anybody has 18 anything to say or if they have any comments or 19 questions.</p> <p>20 MR. GILLIS: Matt, I have a comment.</p> <p>21 CHAIRMAN LEWIS: Yes, go ahead, Reggie.</p> <p>22 MR. GILLIS: My comment is I would 23 recommend -- I was going to wait until the end 24 of the supervisors' comments, but at the next 25 workshop, one of the things I was hoping that we</p>	<p>1 longer-term broad topics that might be recurring 2 annually.</p> <p>3 CHAIRMAN LEWIS: Right. Okay, I think 4 that's a great idea. Any other -- I don't know 5 why I -- I should have sat somewhere else. I'm 6 going to have to put my sunglasses on. We 7 better hurry up and be done.</p> <p>8 WOMAN: They're on your head.</p> <p>9 CHAIRMAN LEWIS: I know, I'm joking. Bad 10 joke. It fell over flat.</p> <p>11 I think that's a great idea in terms of 12 that. I think before we take action today, 13 unless anybody else makes a motion for the new 14 contract, I think maybe that's a discussion that 15 we have -- are we scheduled to have the workshop 16 in January?</p> <p>17 MR. MENDENHALL: Yeah, January 16th.</p> <p>18 CHAIRMAN LEWIS: Because we are talking 19 about interviewing the other replacements for 20 Doug, right?</p> <p>21 MR. MENDENHALL: Yeah.</p> <p>22 MR. BARRETT: I will say one thing. We 23 schedule this contract to renew in the height of 24 the season every year, and it makes zero sense 25 because it just delays the situation. So maybe</p>



<p style="text-align: right;">Page 17</p> <p>1 it makes more sense to end the contract in  2 October and put it on our agenda as to a renewal  3 for it, so that we're ahead of the migration as  4 opposed to behind the migration.  5 We're always reacting to it as opposed to  6 kind of addressing, so that there's no delay.  7 There's no partial treatment and then we wait  8 for a new group, a new contract. I don't know.  9 Unless you think that's a bad idea, would you  10 remember to put it on the October agenda again?  11 MR. MENDENHALL: Yeah, I mean, we can.  12 MR. BARRETT: Yeah, I would recommend that  13 rather than doing this, where it gets -- because  14 this has happened the last three years, or for  15 the last two years, so that would be my one  16 recommendation.  17 MS. MCCORMICK: The one thing I will say  18 about the contract is they've sent us this  19 contract now. And I can talk to them tomorrow  20 about changing the date for the renewal, but  21 their staff takes a little while, so it could be  22 a week or so. So I don't know if you want to go  23 ahead and approve this agreement, and then after  24 we get it executed, even though it's terminating  25 at the end of January or in 2025, I can talk to</p>	<p style="text-align: right;">Agenda Page #9 Page 19</p> <p>1 that's on Sheldon Road. I'm fairly sure that's  2 where that came from, which kind of coincides  3 with the two, three-year time period of when  4 they started showing up.  5 The other issue is that we're just  6 basically moving them into another part of  7 Westchase. They're actually starting to move  8 into just another roosting spot adjacent to  9 other Westchase homes. So this is going to be  10 with us a while, regardless of where they end up  11 formally roosting.  12 So my position is like, look, I requested  13 that Stonebridge, Woodbridge, WCA address the  14 CCRs in the guidelines to enable people to put  15 up deterrents on their homes, because that is  16 going to be the best long-term solution. I  17 don't think it makes a lot of sense financially  18 for us to be spending 5 to \$10,000 every year  19 going forward on this.  20 It would make more sense for Stonebridge,  21 honestly, to purchase a sonic cannon, and you  22 guys can control it, and you can fire it. It  23 doesn't fire projectiles. It's just a noise  24 device, and you guys can fire it whenever you  25 want. I'm just saying in terms of finances, if</p>
<p style="text-align: right;">Page 18</p> <p>1 them.  2 MR. BARRETT: I don't want to delay it. If  3 I can just echo what I said. I said -- I  4 mentioned this to Matt last month, and I think  5 that Matt alluded to it. I've done a fair  6 amount of research about this topic myself, and  7 I know I'm not necessarily on the same page as  8 some of your diligent leaders; but one of the  9 things that I was impressed with is we had a  10 USDA representative here, the woman who came and  11 visited. I forget her name.  12 MS. WHYTE: Callie.  13 MR. BARRETT: Yeah. And she basically  14 pointed out that this problem is not going to go  15 away until the dump access to food is resolved,  16 and I know that that's not necessarily what some  17 village representatives believe, but that is  18 actually from the USDA person's own mouth. She  19 described it as an "open buffet." And so we can  20 treat this island for three to five years, but  21 the descendants of those vultures are going to  22 be back in year seven and year eight.  23 So there's got to be -- the reality is that  24 their roosting spot was disturbed with the  25 construction of Laurel, the neighborhood</p>	<p style="text-align: right;">Page 20</p> <p>1 you really want to stick with the noise  2 approach, that's going to be the more  3 financially viable long-term thing.  4 So I'm willing to make a motion today to  5 continue with the contract with the stipulation  6 that it's Stonebridge and Woodbridge that bear  7 the cost of this, and in doing that,  8 specifically to incentivize the HOAs of those  9 communities to work with the WCA to change the  10 rules to allow homeowners to put deterrents on  11 their roofs.  12 And there are lots of -- and I know the  13 village representatives disagree with me on this  14 as well. There are lots of deterrents that do  15 work on roofs. There are a lot. In fact, I've  16 got a document I'm willing to share with anyone  17 from Stonebridge and Woodbridge. I can share  18 with you they do work. In fact, they're the  19 only long-term thing that will work, because  20 what's being pitched is not going to work  21 long-term.  22 So my motion is to approve the contract  23 with the stipulation that the funds be assessed  24 specifically to Stonebridge.  25 CHAIRMAN LEWIS: Please -- I'm sorry,</p>

<p style="text-align: right;">Page 21</p> <p>1 Chris. Members of the audience, if you can  2 please remain quiet while someone else is  3 speaking.  4 Do we have a second?  5 MR. WIMSATT: I'll second it.  6 CHAIRMAN LEWIS: Seconded by Jim.  7 Before we get into -- I guess, part of the  8 discussion, Rick, you raised your hand. Do you  9 have a comment?  10 MR. GOLDSTEIN: I want to correct some  11 misinformation. We had two site visits from the  12 USDA that came down. We drove all over  13 Westchase. Their impression is that, yes, the  14 transfer area is an open restaurant for them.  15 However, that's just for food, as are some of  16 the trash areas.  17 In fact, I've been working with Code  18 Enforcement. They're driving all around  19 Westchase where there are trash areas to make  20 sure they're closed and so forth. I've worked  21 with Damian from the Department of Solid  22 Waste. They're trying to work with the dump as  23 well.  24 But again, the USDA says that these birds  25 are eating any place they can, but they're</p>	<p style="text-align: right;">Agenda Page #10 Page 23</p> <p>1 something on someone else's property, that the  2 people owning that particular property own the  3 problem.  4 It's some sort of a tort. I'm not an  5 attorney. You guys are attorneys, so you would  6 know what I'm talking about. We don't want to  7 go down and explore that route. We would like  8 to do something that's more amicable, and my  9 suggestion would be: Rather than saying you're  10 not going to do this again, by all means, talk  11 about it in October and so forth; but again,  12 this is Westchase.  13 We are going to speak with the USDA about  14 other mitigation things that can be done, but it  15 may not be as solutionwise or mitigationwise as  16 we all would prefer it. There may be some sort  17 of a compromise, but I don't think that the  18 board, and I don't think that Stonebridge and I  19 don't think that Woodbridge are going to say,  20 Yeah, you know what, yeah, we will go ahead and  21 we'll pay for this.  22 Here's what we're paying for right now:  23 Because of these vultures, they are ripping our  24 screens; we are paying for that. They are  25 ripping our shingles; we are paying for those</p>
<p style="text-align: right;">Page 22</p> <p>1 coming to roost on the island, that that is the  2 locust of the situation. These birds cannot see  3 at night; and as it starts to get dark, they  4 gravitate towards the areas that they feel is  5 safe.  6 The USDA says that by them doing the  7 mitigation, it will take three to five years for  8 them to bring the population down to a more  9 manageable level. Now, we also looked at a  10 whole bunch of different things that could be  11 done for our structures to deter these vultures.  12 The USDA, through the department in Washington,  13 D.C., the regional groups, they met with my  14 group, they said these programs will not work.  15 They have to mitigate the island first and  16 then begin looking at the other things that can  17 be done in the long term. This task force that  18 I'm putting together is to once and for all sit  19 down with the USDA and look at what are some of  20 the things they know that will work.  21 Now, in terms of whether Stonebridge or  22 Woodbridge should be paying for this, no. In  23 our group, we have attorneys who are saying that  24 if you own property and there's something on  25 your property that is obnoxious or destroying</p>	<p style="text-align: right;">Page 24</p> <p>1 repairs. They like petrochemicals, they're  2 pecking at the --  3 CHAIRMAN LEWIS: Rick, I'm going to  4 interrupt you because I've given you four  5 minutes. And I'm sorry, I'm not trying to be  6 rude, but I've got to try to be fair to keep the  7 meeting running, but I know where you're coming  8 from. And honestly, if you have anything new to  9 add, I'll let you speak, but I want to move on  10 from this issue and get it resolved.  11 MS. ALIVARI: I would love to see the list,  12 because the USDA had listed off a bunch of  13 things that I don't think would work. If you  14 put spikes on the roof, you have to cover every  15 inch of the roof because they don't land in the  16 same place. They walk all over the roof.  17 You can't put owls on top of the roof.  18 That doesn't work either, because I got an owl,  19 and I put it out there, and they came closer to  20 it to see what it was. So it didn't keep them  21 away. And I don't know of any others, but I'd  22 like to see the list.  23 MR. BARRETT: I'd be glad to share it with  24 you. I'd encourage you to look at the USDA's  25 site. Rick, what you're saying about deterrents</p>

<p style="text-align: right;">Page 25</p> <p>1 is contradicted directly on the USDA website.</p> <p>2 MR. GOLDSTEIN: That's what the task force</p> <p>3 will decide.</p> <p>4 MR. BARRETT: That's fine, but my issue is</p> <p>5 that I'm looking for a multi-pronged approach</p> <p>6 here that's going to work long-term and is going</p> <p>7 to be in the financial interest of everyone in</p> <p>8 the community. That's my fiduciary</p> <p>9 responsibility as a district supervisor. All</p> <p>10 right?</p> <p>11 I brought this issue, this concern about at</p> <p>12 least eight months ago, and there's been no</p> <p>13 action on the guideline's CCRs fund. None. And</p> <p>14 Stonebridge, during this time period, actually</p> <p>15 considered, their HOA, a whole list of guideline</p> <p>16 improvements. I think there's a certain amount</p> <p>17 of selective hearing going on here. All right?</p> <p>18 So I'm trying to work with you --</p> <p>19 MR. GOLDSTEIN: It goes both ways, Chris.</p> <p>20 MR. BARRETT: I'm trying to work with you</p> <p>21 in an informed way. I'm not sitting here. I've</p> <p>22 actually gone out and researched this both when</p> <p>23 I was publisher of WOW and now. I spent a good</p> <p>24 amount of time on USDA's website today</p> <p>25 anticipating that this conversation would go on.</p>	<p style="text-align: right;">Agenda Page #11 Page 27</p> <p>1 going to help you, but this can't be just all</p> <p>2 the time, My way or the highway.</p> <p>3 CHAIRMAN LEWIS: Thank you. And I didn't</p> <p>4 mean to interrupt you. So with the task force,</p> <p>5 I mean, that's actually something that, again,</p> <p>6 Rick has said we were going to move forward and</p> <p>7 look to get that implemented on the WCA CCRs.</p> <p>8 We do have a motion; we do have a second</p> <p>9 that's out there. So I think we need to carry</p> <p>10 that to a vote, unless Reggie --</p> <p>11 MR. GILLIS: I've just got one comment. My</p> <p>12 comment is I think -- I hear the problems, I see</p> <p>13 it. I'm not sure that it needs to be strictly</p> <p>14 those neighborhoods that need to hear this</p> <p>15 issue. When I mentioned about possibly talking</p> <p>16 about it at a workshop, there was no thought to</p> <p>17 resolve that there.</p> <p>18 The thought would be if this is something</p> <p>19 you're going to take on long-term, that task</p> <p>20 force would be of great input to some supervisor</p> <p>21 taking responsibility for this issue, long-term</p> <p>22 over a few months, along with several other</p> <p>23 projects and come back to our board with a</p> <p>24 longer-term recommendation to work more</p> <p>25 formally. That was the thought that I had.</p>
<p style="text-align: right;">Page 26</p> <p>1 I'd be happy to share the two deterrents that</p> <p>2 are most effective weren't even there.</p> <p>3 So they're on the list, and there's more</p> <p>4 information; but honestly, for those of you that</p> <p>5 are interested, most of the vultures do land on</p> <p>6 the apex of the roof, the height of the roof.</p> <p>7 Not on the flat-tilted part. All right?</p> <p>8 MS. ALIVARI: I can show you pictures.</p> <p>9 MR. BARRETT: I'm sure that you can, Judy.</p> <p>10 What I'm saying is "most," I didn't say "all."</p> <p>11 All right? But actually there's a form of tape</p> <p>12 that's used that provides a small shock to them,</p> <p>13 which is -- you can't even see it like you see</p> <p>14 the spikes, that actually is considered one of</p> <p>15 the most effective. And there's an actual</p> <p>16 device called the scarecrow motion-activated</p> <p>17 sprinkler that actually will go off. And</p> <p>18 actually, it covers the entire roof and it would</p> <p>19 address this. You just need a certain roof</p> <p>20 thing.</p> <p>21 But you would need permission. You would</p> <p>22 need changes from Stonebridge's rules and</p> <p>23 Westchase's rules to implement it. So I'm</p> <p>24 willing to approve the contract, but I'm also</p> <p>25 going to take the position that, yes, we're</p>	<p style="text-align: right;">Page 28</p> <p>1 So I guess as of right now I'm of the</p> <p>2 position I agree we continue the contract, but</p> <p>3 I'm not so sure I agree that it should be just</p> <p>4 directed to those neighborhoods.</p> <p>5 CHAIRMAN LEWIS: Okay. All right.</p> <p>6 Greg, comment?</p> <p>7 MR. CHESNEY: What is the motion,</p> <p>8 specifically?</p> <p>9 MR. BARRETT: To approve the current</p> <p>10 contract for \$5,000, but assess it specifically</p> <p>11 to the Stonebridge and Woodbridge neighborhoods.</p> <p>12 MR. WIMSATT: Is there anyone here from</p> <p>13 another community besides Stonebridge and</p> <p>14 Woodbridge on this issue? Okay.</p> <p>15 CHAIRMAN LEWIS: Okay. All right. So I</p> <p>16 think before we -- before we vote, too, Reggie</p> <p>17 brought up a great point. Chris and Rick, this</p> <p>18 is all coming to me right now. Chris does have</p> <p>19 a lot of knowledge about this and does have a</p> <p>20 past for it. I know I told you I would be</p> <p>21 willing to sit on the task force. Honestly, I'd</p> <p>22 like to nominate Chris if he's willing to do it.</p> <p>23 MR. BARRETT: I don't think, due to Rick's</p> <p>24 and my past, that it would be good for either</p> <p>25 Rick or me to serve in that capacity.</p>

<p style="text-align: right;">Page 29</p> <p>1 MR. GOLDSTEIN: I'm sorry, say that again, 2 Chris. 3 MR. BARRETT: I said given our past, I 4 don't think it would be good for Rick or me to 5 serve in that capacity. 6 CHAIRMAN LEWIS: Okay. I wasn't aware of 7 that. Fair enough. I'll stand down and 8 eliminate my comment. 9 MS. RODRIGUEZ: If we did some of these 10 things that we're talking about, and you're 11 trying to sell your house, and people say, Why 12 do you have those spikes on your roof, and why 13 do you have a sprinkler that comes on every so 14 often? You know, let's be real about this, is 15 \$5,000 that much money in your budget? 16 CHAIRMAN LEWIS: Okay. 17 MS. RODRIGUEZ: I'm sorry, but it just 18 doesn't make sense. 19 THE COURT REPORTER: Could I get your name? 20 MS. RODRIGUEZ: Oh, I'm sorry. I just 21 couldn't resist. Mary Rodriguez, 22 9811 Gingerwood. 23 CHAIRMAN LEWIS: Let's take this to a vote. 24 So all those in favor of the motion on the 25 floor, please raise your hand. And Reggie, say</p>	<p style="text-align: right;">Agenda Page #12 Page 31</p> <p>1 Okay. Any other audience comments on 2 anything other than vultures? 3 CHAIRMAN LEWIS: Yes, ma'am. 4 MR. RODRIGUEZ: I had heard that there was 5 a movement that some people from the West Park 6 Village want to have a crosswalk to go to the 7 Graham School. And to me, I want to know how 8 many other parents have they gotten together and 9 done some creative stuff like maybe carpool 10 between them, so that they wouldn't have to 11 cross since they can't walk all the way through 12 Montague? 13 I mean, I walked a mile when I was going to 14 school, and I think that, you know, it's really 15 a little bit bizarre that we should have to go 16 through all that just for a number of parents. 17 CHAIRMAN LEWIS: Right. Just so you know, 18 I was going to bring this up later in the 19 meeting. 20 MS. RODRIGUEZ: I'm sorry. 21 CHAIRMAN LEWIS: It's okay. I'll go ahead 22 and actually bring it up now. Rick -- this is 23 something I wasn't aware of, but apparently 24 there was a very small minority of people in 25 West Park Village that were bringing up wanting</p>
<p style="text-align: right;">Page 30</p> <p>1 aye or no. 2 MR. GILLIS: No. 3 MR. CHESNEY: You guys are killing me. I'm 4 going to go for it. 5 CHAIRMAN LEWIS: It carries three to two 6 with Reggie and Matt dissenting, so we do have 7 it. We'll get that forwarded, and I think the 8 idea of you moving it to a different date is a 9 good idea, and I think that's a really smart 10 move. 11 Anything else on this? I don't think so. 12 We'll be in touch about the task force. 13 (Motion passes.) 14 MR. GOLDSTEIN: Yeah, all I need is the 15 gentleman's name from the USDA to find out when 16 he's available and then I'll send out an e-mail 17 to the members of the task force. 18 CHAIRMAN LEWIS: All right. The other 19 thing, just so everybody is aware, and I don't 20 remember if everyone is aware, but I just asked 21 Rick, and he gave me his word that this would 22 not interfere, this task force, with anything 23 that we do with this contract or anything with 24 the mitigation or deterrents of what the CDD is 25 doing. So just so you're aware.</p>	<p style="text-align: right;">Page 32</p> <p>1 the county to put a crosswalk across the median 2 of Linebaugh essentially across from the Tijuana 3 Flats, former Burger 21 area, instead of having 4 to walk all the way to Montague. 5 This was the thing that Rick gave me that 6 was from the county. I'll pass it this way 7 first. You know, in terms of a CDD standpoint, 8 there's really no bearing. We only maintain the 9 median, so there's nothing that's really part of 10 the CDD. I think what the WCA is looking for is 11 I think the WCA is taking a formal position of 12 "no." They're against this idea. 13 MR. GOLDSTEIN: What happened at the last 14 month's meeting is that we tabled it because of 15 the extent of this, we wanted input from both 16 the CDD and the voting members. The voting 17 members will be discussing this on January 9th. 18 Your votes, the voting members' votes will be 19 taken under consideration, advisement by the WCA 20 board when they do deliberations. 21 CHAIRMAN LEWIS: Okay. So with this, I 22 don't know if we want to take a -- 23 MR. BARRETT: I'm just curious. I'm just 24 asking for clarification. So the request is for 25 a crosswalk through the existing median?</p>

<p style="text-align: right;">Page 33</p> <p>1 MR. GOLDSTEIN: Yes, correct.</p> <p>2 MR. BARRETT: But I see three lines there</p> <p>3 that suggest that there's a curb cut, there's a</p> <p>4 break down by where the entrance to the CDD</p> <p>5 maintenance shed is. Are they also pitching it</p> <p>6 there as an alternative? Because that would be</p> <p>7 one that I'd be more inclined to support. I</p> <p>8 wouldn't support having them cross through the</p> <p>9 median, but kind of a logical intersection, that</p> <p>10 would be more persuasive.</p> <p>11 CHAIRMAN LEWIS: So do you want to give</p> <p>12 more of the background on this?</p> <p>13 MR. GOLDSTEIN: Let me give the background.</p> <p>14 Lauren Frazier initiated this independently of</p> <p>15 Government Affairs and independently of</p> <p>16 Westchase. It is a go project.</p> <p>17 MR. BARRETT: It's a --</p> <p>18 MR. GOLDSTEIN: Go project, okay? To cut</p> <p>19 through the median in front of the school going</p> <p>20 right across there. In my discussions with the</p> <p>21 county, Department of Public Works, a potential</p> <p>22 compromise would be where the grind is in that</p> <p>23 area over there. That's also where the school</p> <p>24 bus is coming, so we don't know if that will be</p> <p>25 or not be.</p>	<p style="text-align: right;">Agenda Page #13 Page 35</p> <p>1 at Montague.</p> <p>2 Going the other way to the Veterans, you</p> <p>3 stop at Montague, and you're going to stop</p> <p>4 either at where the school is or stop where The</p> <p>5 Grind is, and then stop again at the</p> <p>6 intersection of Linebaugh and Sheldon.</p> <p>7 MR. WIMSATT: Are you talking about putting</p> <p>8 an actual light in there, traffic light, or</p> <p>9 crossing guard?</p> <p>10 MR. GOLDSTEIN: Traffic light.</p> <p>11 CHAIRMAN LEWIS: Oh, it is a light now?</p> <p>12 Okay. I was under the impression when we talked</p> <p>13 that it was --</p> <p>14 MR. GOLDSTEIN: Well, they're not sure yet</p> <p>15 what they want to do with it.</p> <p>16 MR. WIMSATT: Wait, it's a light, or you're</p> <p>17 not sure it's a light?</p> <p>18 MR. GOLDSTEIN: The discussions I had, it's</p> <p>19 a traffic light.</p> <p>20 MR. BARRETT: There's no intersection. You</p> <p>21 mean the flashing pedestrian crossing lights?</p> <p>22 MR. GOLDSTEIN: That is one of the things</p> <p>23 that's being looked at as well as --</p> <p>24 MR. WIMSATT: It's not a traffic light,</p> <p>25 it's a flashing pedestrian sign.</p>
<p style="text-align: right;">Page 34</p> <p>1 The issue is, and there are numbers if you</p> <p>2 see on that particular chart, the number of</p> <p>3 people that's involved is very small, and they</p> <p>4 count a child twice, but you will see on there</p> <p>5 it will say "two adults." We don't know whether</p> <p>6 that's the same person going back and forth, or</p> <p>7 it's actually two people. The study that the</p> <p>8 county put together is silent on that particular</p> <p>9 thing, so we don't really know.</p> <p>10 All I can tell you is it's a very small</p> <p>11 number of people. It's also going to be very</p> <p>12 expensive to do this. The county wants to move</p> <p>13 in this direction. We have more information</p> <p>14 that will be coming out at the voting members'</p> <p>15 meeting as well.</p> <p>16 But basically, very small handful of</p> <p>17 people, very expensive to do this. What that</p> <p>18 will do to traffic on Linebaugh is -- you can</p> <p>19 only imagine, because coming down from the</p> <p>20 Veterans, you have a stoplight at Sheldon and</p> <p>21 Linebaugh. Then you go a little bit, and you</p> <p>22 have to stop again either where The Grind is, or</p> <p>23 you go a little bit further to where the school</p> <p>24 is, that main driveway going in there, you have</p> <p>25 to stop there, and then again, obviously, stop</p>	<p style="text-align: right;">Page 36</p> <p>1 MR. GOLDSTEIN: They are looking at two</p> <p>2 things. One is a flashing pedestrian sign and</p> <p>3 one is a traffic light.</p> <p>4 MR. WIMSATT: This is why it's hard to</p> <p>5 trust you, Rick, because I asked you a question,</p> <p>6 "Is it a traffic light?"</p> <p>7 You said, "Yes."</p> <p>8 And then it comes out, No, it might be a</p> <p>9 traffic light, it might not be a traffic light.</p> <p>10 That's the issue.</p> <p>11 CHAIRMAN LEWIS: So I think what the WCA</p> <p>12 and Rick were looking at before was do we have</p> <p>13 any opinion on this as a board; do we want to</p> <p>14 put together any kind of a common theme? My</p> <p>15 initial take on it was I wasn't too interested,</p> <p>16 especially when it was a flashing pedestrian</p> <p>17 light. Without knowing exactly what they're</p> <p>18 going through, I don't know. It's hard to say.</p> <p>19 MR. GOLDSTEIN: The light that's in front</p> <p>20 of the school is a traffic signal, and I know</p> <p>21 that for a fact. When we were talking about</p> <p>22 compromises, one of the compromises that I</p> <p>23 suggested was maybe a flashing traffic light,</p> <p>24 but the intent is to have a traffic signal --</p> <p>25 traffic light.</p>

<p style="text-align: right;">Page 37</p> <p>1 CHAIRMAN LEWIS: Go ahead, Greg. I'm  2 sorry. You did raise your hand.  3 MR. CHESNEY: So are they suggesting that  4 there be crossing guards there?  5 MR. GOLDSTEIN: There are crossing guards.  6 That is one of the plans, but that is up to the  7 Hillsborough County Sheriff's Office, but there  8 would definitely be crossing guards for the  9 crosswalk in front of the school.  10 MR. CHESNEY: So has the Government Affairs  11 committee taken a position on that?  12 MR. GOLDSTEIN: We have.  13 MR. CHESNEY: What was it again?  14 MR. GOLDSTEIN: Our recommendation is to  15 oppose it.  16 MR. CHESNEY: Good. I agree. If there's  17 anything to do to help with that, it seems like  18 a crazy thing.  19 CHAIRMAN LEWIS: Yes?  20 MS. KENNEDY: My name is Diane Kennedy, I'm  21 at 9864 Gingerwood Drive down on the corner of  22 Westchase Drive and Montague. The other thing  23 that was brought up also that was mentioned was  24 due to climate issues and global warming, that  25 these cars that go to the school to pick up</p>	<p style="text-align: right;">Agenda Page #14 Page 39</p> <p>1 CHAIRMAN LEWIS: Thanks for your comment.  2 Okay. Like I said, I don't like the idea of  3 obviously putting any other issue or crossings  4 through there for me. Again, I don't think I  5 don't know if Jim or Chris have any feeling on  6 it.  7 MR. GILLIS: Not for me.  8 CHAIRMAN LEWIS: So I think the majority --  9 I think, Rick, we're kind of in agreement with  10 the WCA.  11 MR. GOLDSTEIN: Thank you.  12 CHAIRMAN LEWIS: Thank you for bringing  13 that to our attention. I wasn't aware of it  14 until you did.  15 All right. So with that, any other  16 audience comments? Because I am going to move  17 on from that.  18 Yes, ma'am?  19 MS. KENNEDY: This is Diane Kennedy again  20 at 9864 Gingerwood. I have also heard some  21 rumors that they're planning on opening up  22 Montague to the north?  23 MR. BARRETT: No, that's not in any kind of  24 plan.  25 MS. KENNEDY: No?</p>
<p style="text-align: right;">Page 38</p> <p>1 these children are creating this environment.  2 So my question also is to them, if they  3 don't have a problem waiting in line at  4 Starbucks for 30 minutes, or any of the  5 drive-thrus like PDQ or anything like that, so  6 that would be my objection. And I often drive  7 through there during the school hours. It's  8 actually half a block from the drive of where  9 the kids' parents drive around to the corner of  10 Montague and Linebaugh. Half a block.  11 And I guarantee that half of these parents  12 are probably joggers, and to be walking their  13 children in the middle of a median, I only see  14 one guy and one kid consistently in front of the  15 Tijuana Flats area.  16 Now, any of you have children, because I'm  17 on that corner where they just put up a stop  18 sign that says "stop for pedestrians" where the  19 crossing guard is, and most of the parents are  20 screaming at their children to be waiting at the  21 crosswalk. To take them across the median and  22 then to ask the city to pay for, or our  23 community to ruin the aesthetics by putting in a  24 crosswalk for one or two people is absolutely  25 ridiculous.</p>	<p style="text-align: right;">Page 40</p> <p>1 MR. CHESNEY: They had a meeting 10 years  2 ago, and it was --  3 MR. BARRETT: It was removed.  4 MS. KENNEDY: So that's not something that  5 I have to worry about living on that street?  6 MR. CHESNEY: You would know, you're on top  7 of it. I mean, 10 years ago, it was a thing.  8 MS. KENNEDY: Thank you for setting my mind  9 at ease.  10 CHAIRMAN LEWIS: All right. Thank you for  11 all your comments. I'm sorry for -- but I just  12 want to make sure it stays orderly.  13 MR. GOLDSTEIN: Thank you.  14 CHAIRMAN LEWIS: Engineer's report, Robert.  15 MR. DVORAK: I just only had one little  16 update, and that was in January there's several  17 SWFWMD permits that were up for recertifications  18 that are starting the fieldwork to begin the  19 inspections so that we can see if there's any  20 deficiencies. We usually let Doug know if we  21 find something that's not in compliance and then  22 go from there, but that's really the only update  23 I had.  24 CHAIRMAN LEWIS: Erin, attorney's report.  25 MS. MCCORMICK: Well, we are doing the new</p>

<p style="text-align: right;">Page 41</p> <p>1 request for proposals for the West Park Village  2 project. It's going to be advertised in the  3 newspaper tomorrow, and then bids would be due  4 the day before the February meeting, which means  5 there is not going to be enough time for  6 everybody to fully consider those.  7 So the bids will be due on February 5th.  8 We have a board meeting on February 6th, so  9 right now what we were proposing is that that  10 meeting on February 6th would be continued for  11 two weeks to February 20th, so that we could --  12 the board could look at bids and make a decision  13 regarding those that are received.  14 But the good thing about having the date on  15 February 5th is that you'll at least be able to  16 get an update at the February 6th meeting about  17 the bids that are received.  18 CHAIRMAN LEWIS: Okay. Any comments,  19 questions? Okay.  20 MS. MCCORMICK: And we'll be having another  21 mandatory prebid meeting and a time for bidders  22 to submit questions for that.  23 CHAIRMAN LEWIS: That's on January 19th,  24 right?  25 MS. MCCORMICK: Yeah.</p>	<p style="text-align: right;">Agenda Page #15 Page 43</p> <p>1 challenging.  2 It is for pretty much everything except for  3 the landscapers, because the landscapers keep  4 their eyes on the paper. When you talk about  5 such a specialized project, I mean, think about  6 it. You've got all kinds of contractors, and  7 then now you're specializing to something you're  8 specifically doing.  9 So to catch a number of people that are  10 that kind of pigeonholed, you would kind of get  11 lucky if somebody is going to catch that across  12 the newspaper. So it really does come to  13 reaching out to general contractors or folks  14 that have --  15 MR. BARRETT: So there's no online forum  16 like Indeed for hiring for projects like this?  17 MS. MCCORMICK: There are some electronic  18 boards that Ivy was talking about posting to.  19 MR. MENDENHALL: Yeah, there are  20 specialized boards that look for construction  21 projects -- or I shouldn't say "look," but you  22 can put construction projects out there. And  23 then also there's times that we have districts  24 that do anything from landscaping to  25 construction projects where we get contacted by</p>
<p style="text-align: right;">Page 42</p> <p>1 MR. MENDENHALL: Nineteenth for the prebid  2 and 24th for the questions to be due.  3 MR. BARRETT: Have you done any big  4 projects in your other districts where you had  5 similar problems getting GIs -- GCs for these  6 big projects instead of the piecemeal approach  7 we were --  8 MR. MENDENHALL: No, the short answer is I  9 haven't any issues. That being said, the  10 environment is a lot different, and I haven't  11 had a big project in one of my districts for a  12 number of years. The last one was probably two  13 and a half, three years ago. So it is kind of,  14 you know, a different economy as far as people  15 bidding for jobs and having interest and the way  16 that you parse it out, whether you use an  17 overall contractor or whether you break it out.  18 But generally speaking in the past, we've  19 had some pretty large-scale projects. One of  20 the things we talked about, and Ivy had brought  21 up when we last spoke, was using different  22 methods of reaching out to the contractors.  23 Obviously, there's trade associations and that  24 sort of thing; you know, having somebody bid  25 that gets this out of the newspaper is</p>	<p style="text-align: right;">Page 44</p> <p>1 folks that are looking for the details of those  2 bids, again, for trade publications for those  3 types. So there are ways to reach out.  4 MR. BARRETT: I'd be grateful if you were  5 more proactive about getting this bid notice  6 out, because I think you're right. With the  7 shrinkage of readership for newspapers, I think  8 it may be impacting us a bit.  9 CHAIRMAN LEWIS: Did we not put it on --  10 because like DemandStar is one of them that I'm  11 aware of. At least professional services. I  12 thought we talked about that.  13 MR. MENDENHALL: I'd have to take a look,  14 to be honest with you. I know we didn't.  15 Whether Ivy did or not, from her perspective,  16 she may have. I do think that this particular  17 time, to your point, Chris, it is probably a  18 little bit easier to do that as well only  19 because if we're going under a general  20 contractor, it's a lot easier to find that batch  21 of folks than to find kind of a piecemeal of  22 electrician and demolition and landscaping.  23 You're a little bit more scattered.  24 MR. BARRETT: Matt, can you pass any sites  25 you're aware of?</p>

<p style="text-align: right;">Page 45</p> <p>1 CHAIRMAN LEWIS: I know of two. I swear I</p> <p>2 thought we talked about this before.</p> <p>3 MR. MENDENHALL: It's possible. Like I</p> <p>4 said, we basically did the ad. Whether Ivy had</p> <p>5 done it towards DemandStar or something else,</p> <p>6 it's very possible. By the low response, I</p> <p>7 would think maybe not.</p> <p>8 CHAIRMAN LEWIS: I'm still surprised we</p> <p>9 didn't get any. In the least, people just</p> <p>10 throwing a high number at us. I mean, it's</p> <p>11 still bidding. Maybe they're busy.</p> <p>12 MR. MENDENHALL: And keep in mind also, we</p> <p>13 have the responsiveness via the ad or any of the</p> <p>14 ads, but remember we also reached out to a fair</p> <p>15 amount of people. I reached out to landscapers,</p> <p>16 I reached out to electricians. As well, Doug</p> <p>17 and Sonny had folks, and demolition also. Ivy</p> <p>18 did also, and it was a pretty high percentage of</p> <p>19 people that responded back that they just</p> <p>20 weren't interested for whatever reason.</p> <p>21 MR. BARRETT: All right. Thank you.</p> <p>22 MS. MCCORMICK: And I think we'll get an</p> <p>23 idea maybe the fact if there was a general</p> <p>24 contractor influence whether people submitted</p> <p>25 bids when we see what happens this time around.</p>	<p style="text-align: right;">Agenda Page #16 Page 47</p> <p>1 120 days of when they started, and they did</p> <p>2 indicate that they were starting construction.</p> <p>3 So we're going to be keeping that 120-day mark.</p> <p>4 I mean, they've got -- keeping as a price</p> <p>5 as to what is causing the delay at this point,</p> <p>6 but until they get this resolved with Florida</p> <p>7 Gas, I don't think they know exactly how long</p> <p>8 it's going to be before they're able to start</p> <p>9 construction. They are anxious to do it as</p> <p>10 quickly as possible.</p> <p>11 So even that Matt had asked the question</p> <p>12 about whether or not -- I mean they will be</p> <p>13 out -- we will have to address that issue about</p> <p>14 the 120-day time period, because it's going to</p> <p>15 exceed that.</p> <p>16 CHAIRMAN LEWIS: I was just going to say</p> <p>17 maybe it's something we look to forgive for this</p> <p>18 at least maybe for initial 30 days, because it's</p> <p>19 come up unforeseen out of their control. But he</p> <p>20 did seem to be positive about where that was</p> <p>21 going between the attorneys.</p> <p>22 MS. MCCORMICK: Yeah. He said they were</p> <p>23 making some headway.</p> <p>24 CHAIRMAN LEWIS: I guess we can reach out</p> <p>25 to him. Any way you can reach out to him?</p>
<p style="text-align: right;">Page 46</p> <p>1 MR. BARRETT: Thank you.</p> <p>2 CHAIRMAN LEWIS: All right. Erin, anything</p> <p>3 else?</p> <p>4 MS. MCCORMICK: So you and I had had a call</p> <p>5 with Alan Ruiz about the cell tower project, and</p> <p>6 it's been on hold at this point because of</p> <p>7 working with Florida Gas Transmission. The FGT</p> <p>8 is saying that they want an agreement with</p> <p>9 Vertex before the construction resumes, and so</p> <p>10 Alan has been working on that with them.</p> <p>11 Although he and his counsel believe that,</p> <p>12 you know, approval by FGT is not required based</p> <p>13 on the easement that FGT has, which is a very</p> <p>14 old easement. I looked at it, and I concur with</p> <p>15 what they're saying, but nevertheless, they're</p> <p>16 trying to cooperate with Florida Gas, so that's</p> <p>17 what is delaying the construction right now.</p> <p>18 CHAIRMAN LEWIS: Did you have any update</p> <p>19 from last week?</p> <p>20 MS. MCCORMICK: No, I haven't had any</p> <p>21 conversation with them since that call.</p> <p>22 CHAIRMAN LEWIS: Do we need to have a</p> <p>23 discussion about financial penalties?</p> <p>24 MS. MCCORMICK: So the contract required</p> <p>25 that they complete the construction within</p>	<p style="text-align: right;">Page 48</p> <p>1 MS. MCCORMICK: Yeah, I can give him a call</p> <p>2 this week.</p> <p>3 CHAIRMAN LEWIS: Yeah, you can get an</p> <p>4 update and see where we're at.</p> <p>5 Anything else, Erin?</p> <p>6 MS. MCCORMICK: Nothing else at this time.</p> <p>7 CHAIRMAN LEWIS: Andy?</p> <p>8 MR. MENDENHALL: So update on the field</p> <p>9 manager search. I sent out to the board a</p> <p>10 series of a few résumés, five of them that I</p> <p>11 reached out to those individuals to set up</p> <p>12 interviews to talk to each of them, and</p> <p>13 hopefully have some folks to forward on.</p> <p>14 So Chris, I was talking to you just prior</p> <p>15 to the meeting, and I incorrectly stated I spoke</p> <p>16 to Mr. Petrillo. It was not him, I was</p> <p>17 confusing him with Danny McGee, I apologize. He</p> <p>18 is somebody that I do to want follow-up with,</p> <p>19 though. I reached out, he didn't respond, but</p> <p>20 his résumé is probably the strongest if you all</p> <p>21 have a chance to take a look at that.</p> <p>22 Additional to these five individuals, I</p> <p>23 also reached out to three other folks, résumés</p> <p>24 that came in after the fact. It was a little</p> <p>25 bit in transition during the holidays, so I</p>



<p style="text-align: right;">Page 49</p> <p>1 didn't reach out to all of you; however, I did  2 have the chance to speak with two of them. One  3 of them was okay. One of them was probably not  4 well-suited for the role.  5 So that's my very high-level way of saying  6 I would like to have four candidates for your  7 workshop. I think I can get there. I've got at  8 least two now; I'm still trying to talk to a  9 couple, and we have some additional résumés. So  10 that would be my goal between now and the 16th.  11 I can also send you the additional résumés  12 that you hadn't seen yet. Obviously, again,  13 some feedback, if you have any, please provide  14 it. You know, these candidates are -- I think  15 some of them are definitely better than our  16 first round of candidates, and there was some  17 good folks in our first round. I think a couple  18 good folks.  19 In the big picture, we're getting a lot of  20 résumés, getting a lot of very qualified folks.  21 Again, prior to the meeting, I was having a  22 conversation with Chris. I was hoping that I'll  23 get you five strong candidates, because we're  24 getting so many resumes. And we still may get  25 there. We may not yet, but I kind of want to</p>	<p style="text-align: right;">Agenda Page #17 Page 51</p> <p>1 only a good work environment, but it's a great  2 community. So hopefully that pitch helps as  3 well, but that's kind of where we're at right  4 now.  5 I fully expect that I'll have at least four  6 folks for you on the 16th if you guys are good  7 with kind of going through the same format that  8 we went through the last time.  9 MR. BARRETT: Were we able to get the  10 references from the other candidate that we  11 talked about?  12 MR. MENDENHALL: I do not have it yet.  13 MR. BARRETT: Okay.  14 CHAIRMAN LEWIS: That was Mr. Frisco.  15 MR. MENDENHALL: Yeah, we'll do that.  16 CHAIRMAN LEWIS: Good memory. All right.  17 Andy, anything else? I guess we kind of already  18 talked about West Park Village.  19 MR. MENDENHALL: Yeah, I was going to go  20 down the dates, which Erin did well, so perfect.  21 CHAIRMAN LEWIS: All right. Thank you.  22 Doug, field manager's report.  23 MR. MAYS: I don't really have anything  24 today. Whoever does this took me off the list  25 anyway.</p>
<p style="text-align: right;">Page 50</p> <p>1 level those expectations.  2 I don't want you to think that you have to  3 settle for anybody, but I do want you to  4 recognize getting somebody that's equivalent to  5 Doug's level, we might have to look at somebody  6 that can get there, somebody that can learn,  7 somebody that has the aptitude and the past  8 experience; because again, the other thing I'm  9 running into is I'm getting some folks who are  10 very senior in their experience.  11 So which is great, you know, bringing some  12 experience, but also they possibly might want to  13 retire in a year or two; so that's the balance.  14 Obviously, we might get somebody that is --  15 would be newer to this but would be eager and  16 would want to grow and would want to learn. And  17 especially when I speak to folks that seem to  18 have the aptitude, the thing I'm talking to them  19 is, Look, the opportunity here is you can come  20 into this district, and this district, employees  21 want to stay here.  22 Use Doug as an example, use Sonny as an  23 example, use the other two gentleman that work  24 here as an example, everybody obviously wants to  25 stay, because you guys obviously provide not</p>	<p style="text-align: right;">Page 52</p> <p>1 MR. MENDENHALL: Easing you into  2 retirement.  3 CHAIRMAN LEWIS: I was actually just going  4 to say this is your fourth to last report.  5 MR. MAYS: I didn't even think that way.  6 CHAIRMAN LEWIS: Nobody is keeping track,  7 except for you.  8 MR. MAYS: But no, I don't really have  9 anything to bring up today. And I know that  10 we've talked about it before, and I'm just still  11 curious, and I don't know if you want me to say  12 it in front of all these residents.  13 You know, this is a problem that we could  14 handle in-house, but you said you're not too  15 sure about giving us the laser beam or the fire  16 pistol that would safely send up the bottle  17 rocket. And then we would be on the project  18 instead of having to wait two weeks or a month  19 for the USDA to do anything. It's something  20 that --  21 MR. CHESNEY: Let's buy them a gun.  22 MR. MAYS: It's a nonlethal one. I know  23 you're worried about it being lethal, but it's  24 nonlethal.  25 MR. BARRETT: The contract started before I</p>

<p style="text-align: right;">Page 53</p> <p>1 was on the board, but I think the concern was,  2 based on the board at the time, was the  3 federally-protected species and our staff  4 engaging in the harassment. I think the idea of  5 having USDA folks do it under their contract, it  6 just gave us an extra level of protection.  7 CHAIRMAN LEWIS: That was my --  8 MS. MCCORMICK: That was my view about it,  9 and, you know, the other thing is we know this  10 is an issue that can draw public perception and  11 attention. There could be somebody that could  12 file a complaint regarding this. So even if we  13 do our best to make sure that we followed all  14 the regulations, it's still something that could  15 cause a public perception problem for the  16 district, which is another reason that it might  17 be better to just use an agency that has the  18 permits and experience to do this.  19 MR. MAYES: There are private companies that  20 do this too though. The USDA has told us that  21 we can buy this stuff and we are legal and  22 allowed to use it, but if you're worried about  23 it because it's on property and the lawsuits  24 that may come up, you know, I'll stop bringing  25 it up. But it just seems like an easy thing to</p>	<p style="text-align: right;">Agenda Page #18 Page 55</p> <p>1 about that. If you could look that up, that  2 would be great.  3 MR. MAYES: I'll put some pricing together.  4 CHAIRMAN LEWIS: Whatever the Amazon prize  5 is.  6 MR. GOLDSTEIN: Matt, this is something  7 that the task force can look at as well.  8 CHAIRMAN LEWIS: For sure.  9 I'm sorry, Jim, do you have --  10 Go ahead. Sonny brought up something about  11 a gate in somebody's property.  12 MS. WHYTE: I have two items. There is a  13 gentleman on Tavistock Drive that has requested  14 to put in a fence. There's pictures there. I  15 tried to get cul de sac from street view. I  16 asked Robert to go with me and we went and  17 looked at it. He wants either a living fence,  18 which is a hedge, versus if you didn't agree on  19 that, he could do a fence. He hasn't made his  20 decision yet. He went to SWFWMD to get an  21 application as the property line goes directly  22 up until our wetlands.  23 So in other words, they have an extension  24 on their backyard. There's a 31-foot stepback  25 line and then our conservation area. According</p>
<p style="text-align: right;">Page 54</p> <p>1 just us handle it.  2 MR. CHESNEY: Can you find out from the  3 USDA what this thing costs? I'd be interested.  4 MR. MAYES: We've looked it up.  5 Do you remember?  6 MS. WHYTE: I think it was under \$2,000.  7 CHAIRMAN LEWIS: There's a picture of it.  8 You got a magazine cut out.  9 MR. MAYES: It's all on the website.  10 CHAIRMAN LEWIS: Before the meeting --  11 sorry to cut you off, Doug.  12 MR. CHESNEY: For the record, I'm okay with  13 Doug shooting sonic waves at birds.  14 MR. MAYES: It's just a laser beam. The two  15 of them is what the USDA says is most effective.  16 They're both in conjunction with each other.  17 MR. CHESNEY: Because I see what they do; I  18 live over there. They get a few bottle rockets  19 going off and it's \$5,000.  20 MR. BARRETT: Honestly, the sonic canon and  21 laser, if you guys could do that and figure that  22 out with the assumption that our attorney would  23 be okay with it, then --  24 CHAIRMAN LEWIS: How about this, this is a  25 great topic for the workshop, so let's talk</p>	<p style="text-align: right;">Page 56</p> <p>1 to the USDA, I sent you what they require. They  2 require a letter from us to change -- Robert,  3 what did it say something about a permit?  4 MR. DVORAK: I don't think they're  5 requesting the modification of anything, but the  6 problem is the wetland setback line is 30 feet  7 from the edge of wetlands, and then within that,  8 there's a drainage easement.  9 MR. BARRETT: That's the bigger issue, I  10 think.  11 MR. DVORAK: So the drainage easement is  12 not just for access between houses kind of  13 thing. There's a pipe that connects this pond  14 over on the west side to the pond on the east.  15 It just runs behind. It's an odd kind of setup,  16 but the point is it equalizes and discharges  17 storm water discharge between the ponds.  18 So there is a pipe underneath the drainage  19 easement, which is within the wetland setback.  20 That's the situation. Now, Sonny and I were  21 trying to figure out, because he said that this  22 was flagged out there, and we couldn't find any  23 flagging anywhere. So we couldn't pinpoint how  24 far back towards the actual -- you know, where  25 is it in relation to the wetland setback line in</p>

<p style="text-align: right;">Page 57</p> <p>1 this easement, which I was curious about. But I  2 never saw -- I never saw any evidence in the  3 field.  4 CHAIRMAN LEWIS: So your recommendation is  5 to not allow it?  6 MR. DVORAK: If it's a hedge, I mean, I  7 could care less, really. My general advice to  8 all CDs is -- and regardless, it happens. I  9 don't like putting anything in drainage  10 easements, because it just makes your job harder  11 down the road at some point. A fence, to me, is  12 a temporary structure. You can move it when you  13 need to replace pipe, or do work on it, it's not  14 a big deal; but my advice is avoid it  15 altogether, and nobody does.  16 Everybody allows fences within easements  17 and they work around the neighborhood and they  18 stay consistent, at least, or they try to, but  19 fences go in drainage easements all the time,  20 because they're easily removable. You know, but  21 I'd like to just see what's formally proposed.  22 If it's a hedge, it doesn't matter to me --  23 MS. WHYTE: He wants a hedge. He's on a  24 corner lot, so he said on his property line,  25 what he's encountering, him and the other</p>	<p style="text-align: right;">Agenda Page #19 Page 59</p> <p>1 MR. BARRETT: It's not our property.  2 MR. MAYS: We have the conservation between  3 it.  4 MR. BARRETT: But it's a drainage easement,  5 not a maintenance easement.  6 MR. MAYS: You're correct, it's not a  7 maintenance easement.  8 MR. BARRETT: The way I feel about it is if  9 it's hedges, just let them go ahead. If it's a  10 fence, let's just have them sign an agreement  11 and have them pay for the attorneys' costs for  12 putting the agreement together that says that  13 should we need to pull the fence to replace the  14 pipe, that they acknowledge that we're going to  15 have to pull the fence and that the cost for  16 replacing the fence will be on the resident.  17 Because I agree, I think a fence is -- if we  18 were talking about a pool, I'd be like no dice,  19 but this is a fence, and as long as --  20 MS. WHYTE: He wants a letter from the  21 district saying that we have no problems  22 allowing him to do that.  23 MS. MCCORMICK: Because it's within the  24 wetland setback area, so I think we would do  25 both. We would do the letter to SWFWMD, and we</p>
<p style="text-align: right;">Page 58</p> <p>1 neighbor on the opposite side that have that  2 little itty-bitty lake that connects to the  3 bigger one is they have people running through  4 there and going through there all the time.  5 Like there's foot traffic, so what they want to  6 do is have access for us, which we don't -- as  7 Doug said, we don't mow; the residents maintain  8 all of that area.  9 The only time we go in there is when we  10 have to do any trimming, but he said he would  11 either do a fence or a living fence depending on  12 what we agreed, or what's more cost effective.  13 But to do over the wetlands setback area, he  14 knows he has to give us a 60-foot gate, which is  15 not a problem for him to do so that we do have  16 access.  17 CHAIRMAN LEWIS: So the gate would be in  18 conjunction with the living --  19 MS. WHYTE: It would be tied in. So living  20 fence hedges.  21 MR. BARRETT: Why would we need a 60-foot  22 gate --  23 MR. MAYS: Not 60-foot, 60-inch.  24 MS. WHYTE: 60-inch, not 60 feet. Sorry,  25 so we can get a mower through it.</p>	<p style="text-align: right;">Page 60</p> <p>1 would do the agreement regarding the fence  2 within the drainage easement.  3 MR. DVORAK: And we've approved a lot of  4 different -- I'm aware of numerous fences that  5 have been placed into the setback. The setback  6 is there for the CDD's benefit to access and do  7 what they need to do.  8 MR. BARRETT: And I'd understand if this  9 were a maintenance easement, my position would  10 be different, but this is something that's not  11 likely to be touched for 30 years.  12 CHAIRMAN LEWIS: I was in agreement with  13 what you were saying. I was going to ask,  14 though, I couldn't remember, do we have any  15 situations like that?  16 MR. DVORAK: We have several fences  17 approved within the setback.  18 MS. MCCORMICK: So do we want a gate, or is  19 it not necessary?  20 MR. MAYS: I would say you have to stick  21 with it, because it's actually, I believe it's  22 an HOA rule that they make their easement to put  23 60-inch on the outside and on the inside,  24 because we do have ponds. There is occasion we  25 have to go back there. Not a lot; like Chris</p>

<p style="text-align: right;">Page 61</p> <p>1 says, it's not a lot, but to have a gate through  2 there, it would be easier to take down the fence  3 and they're paying for it. Let's get a gate.  4 MR. DVORAK: Yeah, I would say if you're  5 going to approve it, then definitely have a  6 fence. I mean, they want to go all the way back  7 to the wetland line, right? That blocks the  8 CDD's access 100 percent without a fence. You  9 can't go around it unless you go through the  10 wetlands, so without a gate to get across  11 there --  12 MR. BARRETT: But we don't have a  13 maintenance easement there. I mean, we have to  14 go through the wetland anyway. If this is just  15 a drainage easement, the only reason we would  16 have the right to go onto the property is if we  17 have to do repairs to that pipe.  18 MS. WHYTE: Conservation.  19 MR. BARRETT: If there's no maintenance  20 easement, we would have to approach it through  21 the conservation area.  22 MS. MCCORMICK: No, the drainage easement  23 gives you the right.  24 MR. DVORAK: They're talking about beyond  25 the conservation. They're talking about all the</p>	<p style="text-align: right;">Agenda Page #20 Page 63</p> <p>1 proposing. I mean, a photograph of, like, you  2 know, pointing to where it would be, but it  3 generally goes onto a site plan.  4 MR. BARRETT: If we permitted it, I would  5 certainly want him to have a survey done to know  6 that it wasn't encroaching at all on district  7 property.  8 MS. WHYTE: He approached the SWFWMD before  9 he even approached the HOA with the  10 modification, because SWFWMD wanted us first,  11 and in order for him to bring it to the HOA, he  12 would have needed us as well before. Otherwise,  13 going to modification will bounce it back to us,  14 one way or the other, but he hasn't approached  15 modification yet.  16 CHAIRMAN LEWIS: Okay. We'll just wait  17 then.  18 MS. WHYTE: Okay. We'll wait, and I'll let  19 him meet with Robert and Doug one more time.  20 MR. DVORAK: Yeah, we're not going to see  21 anything different unless you can get someone  22 to -- if he's home, he can show us exactly  23 where.  24 MS. WHYTE: He's home. I'll get a meeting  25 with him.</p>
<p style="text-align: right;">Page 62</p> <p>1 way through the 30-foot -- I believe what he's  2 proposing is the fence to extend all the way  3 across the wetland conservation setback line.  4 MR. BARRETT: On his property, the setback  5 line, but it doesn't impede the CDD's property.  6 CHAIRMAN LEWIS: Do we need an action on  7 this?  8 MS. MCCORMICK: Yes.  9 MR. MAYS: I haven't been there.  10 MR. DVORAK: That's why I wanted to go out  11 there. I wanted to visually get a handle on --  12 CHAIRMAN LEWIS: Well, then we don't need  13 to take action on this until you see.  14 MR. MAYS: If we do that one, is the other  15 neighbor going to want to push theirs back now,  16 too?  17 MR. DVORAK: Oddly, everyone has kind of  18 left it open so they can enjoy the view of the  19 wetland kind of thing.  20 MS. MCCORMICK: Why don't you wait to take  21 action until Robert and Doug have the chance to  22 meet with the property owner.  23 MR. DVORAK: Normally, you get a site plan  24 of the lot, and they'll have exactly where it  25 shows -- show you exactly what they're</p>	<p style="text-align: right;">Page 64</p> <p>1 MR. MAYS: I measure lots all the time.  2 I'd rather throw a wheel on it and they can  3 check it and see what he's talking about.  4 MS. WHYTE: And the other thing I have is,  5 I uploaded pictures, engineering from  6 Hillsborough County traffic about different  7 issues in West Park Village regarding -- they're  8 going to be striping corners for traffic, and  9 there's going to be 56 additional signages going  10 into West Park Village by the county.  11 Which means we can use their signs, but  12 we're going to have to order 56 decorative  13 posts. And these are all "no parking." I've  14 loaded it up for you so you can see it, but I  15 asked, I said, "So when are these proposed?"  16 And I was told that these will be going  17 into effect shortly in January. Apparently, the  18 fire -- what I'd heard is that there's a -- the  19 fire department has purchased a bigger truck  20 needing a bigger radius. There was one  21 gentleman that is spearheading all of this due  22 to, you know, the inaccessibility of West Park  23 Village with the traffic and all the cars and  24 stuff.  25 So I just wanted to give you a heads-up.</p>

<p style="text-align: right;">Page 65</p> <p>1 This will be a project going forward. I'm going  2 to send these tomorrow. I'm going to send it up  3 to our sign company and get some costs and all  4 of that, but you know, it is a specialty  5 designed community with frames and backboards  6 and posts and all of that.  7 So there's 56 additional signs going in.  8 Where we'll save the money for the community is  9 actually just the signages that Hillsborough  10 County is willing to give us.  11 MR. BARRETT: I don't know if that -- it  12 could be, given the cost of those signs, we may  13 have to bid those out. What's the --  14 MS. WHYTE: It's going to be about \$70,000.  15 Roughly about that. It's a lot of money.  16 MR. BARRETT: Can we get more than one sign  17 company, given the size of the contract?  18 MS. WHYTE: Yeah. Greg, we did the last  19 project, West Park Village. What were we on  20 repaying that back to us? Was it a three-year  21 contract?  22 MR. CHESNEY: We did three years.  23 MS. WHYTE: And how far are we into that  24 three years?  25 MR. CHESNEY: Philosophically, the first</p>	<p style="text-align: right;">Agenda Page #21 Page 67</p> <p>1 vendors?  2 MR. MENDENHALL: Yeah, we have a couple  3 that we use.  4 CHAIRMAN LEWIS: All right. Anything else,  5 Sonny?  6 MS. WHYTE: No, that's it for me.  7 CHAIRMAN LEWIS: Supervisor requests.  8 Reggie, you're on the phone, so I'll start  9 with you.  10 MR. GILLIS: I'd like to distribute a  11 draft. I'll forward it to the workshop to tying  12 the results of the survey to potential projects.  13 And one thing I've seen in spades over the last  14 year -- I can't believe it's been that long --  15 there's so much that we have to get done just in  16 the course of doing things, and that's -- it  17 seems to me like it's virtually impossible to  18 make much progress long term without some type  19 of dedicated effort centered around rotating  20 discussions primarily in the workshops.  21 I know that the priority right now is  22 definitely hiring on the field manager, so we  23 might not get to it this coming month, but I'll  24 remind the board members to start with my little  25 yellow book. The one character that you can</p>
<p style="text-align: right;">Page 66</p> <p>1 thing that comes to my head is: Does West Park  2 Village, should they pay for it, specifically?  3 It's a county requirement, it's a safety thing;  4 I don't know, but, yeah, it's three years.  5 MS. WHYTE: Well, we just changed all of  6 the signs, and these would add an additional  7 cost, and we have billed it previously to the  8 residents of the community and commercial  9 properties.  10 MR. CHESNEY: Those were actual signs, like  11 their stop signs and stuff. That's all. I'm  12 not suggesting anything. I'm just thinking out  13 loud, but yes, it was three years ago.  14 MS. WHYTE: Do you want me to get quotes;  15 do you want me to leave them; where do you want  16 me to go with this?  17 MR. BARRETT: I would like to see more than  18 one quote.  19 CHAIRMAN LEWIS: I don't think it hurts to  20 get more than one quote either. I know we do  21 that all the time on stuff -- for some of this  22 bank mitigation stuff, and I'd feel more  23 comfortable going single source just to get  24 another quote just to see.  25 MR. BARRETT: Andy, do you have sign</p>	<p style="text-align: right;">Page 68</p> <p>1 easily pull yourself into is the one that  2 doesn't get anything done, because everything  3 else is important, and you continue to sideway  4 on those things and not really do anything long  5 term.  6 So I'd like to send that out, for example  7 like the vultures. I mentioned what Robert  8 said, we might not be in the workshop, one of  9 the things I brought up to him, and of course,  10 the feedback, and I'm not sure all are aware,  11 but it appears that one of those projects,  12 linking the community through trails and  13 parks -- not parks, ways that may be less  14 inclusive and maybe not as expensive, people  15 might think they're not worthy to the community,  16 which is easier to get between one subdivision  17 to another, for example.  18 And control the golf course is obviously  19 something that is near and dear to my heart,  20 what we do in that long term, but there's things  21 that are going to go take time. It's going to  22 take a long time.  23 So the sooner we get those things  24 identified and have some supervisors running the  25 lead on the longer-term development, I think the</p>

<p style="text-align: right;">Page 69</p> <p>1 more we'll make progress towards those things.  2 CHAIRMAN LEWIS: All right. Good deal.  3 Thank you, Reggie.  4 Greg?  5 MR. CHESNEY: I'm excited to participate in  6 that, Reggie, so I support you in that. There's  7 a lot of little things around Westchase, and if  8 we get them all on paper, I think it will be  9 easier.  10 One of those things is our bathrooms, some  11 of them are getting a little dated. And that  12 will definitely be something for the project,  13 but on the near term, I was wondering if there  14 would be support of adding hand sanitizer into  15 the bathrooms in Westchase. At least the ones  16 in Baybridge Park, because there's a lot of  17 sticky kids there.  18 MR. WIMSATT: I can get behind that  19 definitely.  20 MR. CHESNEY: I don't know if I need a  21 motion, but I would like to have hand sanitizer  22 in the bathrooms.  23 MR. MAYS: In addition to the soap  24 dispensers?  25 MR. CHESNEY: So no one uses the soap</p>	<p style="text-align: right;">Agenda Page #22 Page 71</p> <p>1 directing district staff on how to handle these  2 springing up memorials that appear where people  3 have lost their lives in traffic accidents.  4 MR. CHESNEY: Well, actually we do.  5 MR. BARRETT: Is there a standing motion?  6 MR. CHESNEY: We have a policy. I would  7 use the term "policy," but yes. So they have to  8 be approved by the board, and then when they  9 decay, they're not to be replaced. That's the  10 general gist of it.  11 MR. BARRETT: Yeah, I think that's actual  12 formal memorials, right? I don't know that that  13 policy -- I don't know if you saw it, near the  14 Fords, the young man almost eight, nine years  15 ago who crashed into the tree there.  16 MR. CHESNEY: Oh, yeah.  17 MR. BARRETT: It appears every Christmas,  18 and it's getting more elaborate.  19 MR. CHESNEY: Those are supposed to be  20 removed according to the policy, which we might  21 even be able to find it on paper.  22 MR. BARRETT: I think that staff wants to  23 be sensitive to the families. We can talk about  24 this at the workshop, if you can put it on the  25 agenda about passing a formal motion saying</p>
<p style="text-align: right;">Page 70</p> <p>1 dispensers, because the air dryer -- that's the  2 slowest to heat up air dryer in history. It  3 sounds like an old steam train getting going.  4 Anyways, no one uses it. So I think the hand  5 sanitizer would be appreciated. If it gets out  6 of hand, then we'll stop it, but I would like to  7 try it out.  8 MS. WHYTE: Inside the restrooms, outside?  9 MR. CHESNEY: Inside.  10 CHAIRMAN LEWIS: Did we not put one on the  11 gate to the parks? No, okay.  12 MR. CHESNEY: So we're good with that?  13 I'll make a motion if necessary.  14 MR. MAYS: It's under our spending limits.  15 MS. WHYTE: I'll get you quotes.  16 CHAIRMAN LEWIS: Anything else? Make sure  17 you get multiple.  18 MS. WHYTE: Don't start on me.  19 CHAIRMAN LEWIS: I'm joking. I know you  20 don't like that, but I do. It's a tough crowd  21 today.  22 MR. WIMSATT: I'll laugh at your jokes,  23 Matt. No worries.  24 MR. BARRETT: Awkward, sensitive topic, but  25 I don't know if there's a standing motion about</p>	<p style="text-align: right;">Page 72</p> <p>1 anything that pops up needs to be removed  2 immediately instead of letting it sit for  3 15 days, or two weeks, or --  4 CHAIRMAN LEWIS: I mean --  5 MR. CHESNEY: This was actually very  6 controversial when we passed it a long time ago.  7 It was actually when we had 10 members on the  8 board.  9 CHAIRMAN LEWIS: I've got an idea, too. We  10 can bring it up at the workshop.  11 MR. BARRETT: And I want to be sensitive to  12 the families as well, but --  13 MR. MAYS: They put out fresh plants this  14 time. There were fresh plants that I took out  15 this afternoon, and by the way, I'll contact the  16 CDD if you have any questions about it.  17 MR. BARRETT: Thank you for being sensitive  18 about it, but also addressing it. And maybe we  19 could offer for them to purchase a tree and we  20 could put up a tree somewhere in the memory of  21 the guy.  22 CHAIRMAN LEWIS: That's actually where I  23 was going to go with it, but --  24 MR. BARRETT: But the median is the median,  25 and it's not personal decorating space for</p>

1 people. Thank you.

2 MR. WIMSATT: I have nothing.

3 CHAIRMAN LEWIS: I have nothing at this  
4 point nothing as well. Motion to adjourn; do we  
5 have a second?

6 Did you have something, or were you  
7 motioning.

8 (Multiple individuals talking.)

9 CHAIRMAN LEWIS: Motion carries five to  
10 zero.

11 (Motion passes.)

12 (At 5:22 p.m., the proceedings concluded.)  
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18 \_\_\_\_\_  
19 Matt Lewis, Chairman  
20  
21  
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23  
24  
25

1 REPORTER'S CERTIFICATE

2 I, Sarah Parker, certify that I was  
3 authorized to and did stenographically report the  
4 foregoing hearing; and that the transcript is a true  
5 and complete record of my stenographic notes.

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

12 DATED this December 21, 2023.  
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21 Sarah Parker  
22  
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**2B.**



**Westchase  
Community Development District**

*Financial Report*

*December 31, 2023*

**Prepared by**



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**Westchase  
Community Development District**

**Financial Statements**

**(Unaudited)**

**December 31, 2023**

**Balance Sheet**  
December 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><u>ASSETS</u></b>							
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	102	-	-	-	-	-	-
Lease Receivable	495,087	-	-	-	-	-	-
Interest/Dividend Receivables	2,478	-	-	-	-	-	-
Due From Other Funds	6,013,048	405,237	20,533	3,177	60,833	520,196	81,776
Investments:							
Money Market Account	-	-	-	-	-	-	-
Deposits	4,095	667	3,030	20	-	8,120	853
<b>TOTAL ASSETS</b>	<b>\$ 6,514,810</b>	<b>\$ 405,904</b>	<b>\$ 23,563</b>	<b>\$ 3,197</b>	<b>\$ 60,833</b>	<b>\$ 528,316</b>	<b>\$ 82,629</b>
<b><u>LIABILITIES</u></b>							
Accounts Payable	\$ 63,102	\$ 2,893	\$ 1,999	\$ 491	\$ -	\$ 26,582	\$ 804
Accrued Expenses	8,119	600	1,999	25	-	5,684	614
Accrued Taxes Payable	185	-	-	-	-	-	-
Sales Tax Payable	86	-	-	-	-	35	-
Deferred Revenue	498,082	-	-	-	-	-	-
Due To Other Funds	-	-	-	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>569,574</b>	<b>3,493</b>	<b>3,998</b>	<b>516</b>	<b>-</b>	<b>32,301</b>	<b>1,418</b>
<b><u>FUND BALANCES</u></b>							
<b>Nonspendable:</b>							
Deposits	4,095	667	3,030	20	-	8,120	853
<b>Restricted for:</b>							
Capital Projects	-	-	-	-	-	-	-
<b>Assigned to:</b>							
Operating Reserves	653,255	9,327	4,371	-	1,278	-	3,165
Reserves - Erosion Control	60,000	-	-	-	-	-	-
Reserves - Roadways	502,031	141,077	-	2,661	13,072	231,156	45,021
<b>Unassigned:</b>	<b>4,725,855</b>	<b>251,340</b>	<b>12,164</b>	<b>-</b>	<b>46,483</b>	<b>256,739</b>	<b>32,172</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 5,945,236</b>	<b>\$ 402,411</b>	<b>\$ 19,565</b>	<b>\$ 2,681</b>	<b>\$ 60,833</b>	<b>\$ 496,015</b>	<b>\$ 81,211</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 6,514,810</b>	<b>\$ 405,904</b>	<b>\$ 23,563</b>	<b>\$ 3,197</b>	<b>\$ 60,833</b>	<b>\$ 528,316</b>	<b>\$ 82,629</b>

**Balance Sheet**  
December 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><u>ASSETS</u></b>						
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ 858,091	\$ 858,091
Accounts Receivable	-	-	-	-	-	102
Lease Receivable	-	-	-	-	-	495,087
Interest/Dividend Receivables	-	-	-	-	-	2,478
Due From Other Funds	188,167	29,964	284,778	702,195	-	8,309,904
Investments:						
Money Market Account	-	-	-	-	7,451,813	7,451,813
Deposits	14,572	765	-	-	-	32,122
<b>TOTAL ASSETS</b>	<b>\$ 202,739</b>	<b>\$ 30,729</b>	<b>\$ 284,778</b>	<b>\$ 702,195</b>	<b>\$ 8,309,904</b>	<b>\$ 17,149,597</b>
<b><u>LIABILITIES</u></b>						
Accounts Payable	\$ 11,526	\$ 548	\$ -	\$ -	\$ -	\$ 107,945
Accrued Expenses	11,526	548	-	-	-	29,115
Accrued Taxes Payable	-	-	-	-	-	185
Sales Tax Payable	-	-	-	-	-	121
Deferred Revenue	-	-	-	-	-	498,082
Due To Other Funds	-	-	-	-	8,309,904	8,309,904
<b>TOTAL LIABILITIES</b>	<b>23,052</b>	<b>1,096</b>	<b>-</b>	<b>-</b>	<b>8,309,904</b>	<b>8,945,352</b>
<b><u>FUND BALANCES</u></b>						
<b>Nonspendable:</b>						
Deposits	14,572	765	-	-	-	32,122
<b>Restricted for:</b>						
Capital Projects	-	-	-	702,195	-	702,195
<b>Assigned to:</b>						
Operating Reserves	361	1,289	3,751	-	-	676,797
Reserves - Erosion Control	-	-	-	-	-	60,000
Reserves - Roadways	89,680	18,993	135,159	-	-	1,178,850
<b>Unassigned:</b>	<b>75,074</b>	<b>8,586</b>	<b>145,868</b>	<b>-</b>	<b>-</b>	<b>5,554,281</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 179,687</b>	<b>\$ 29,633</b>	<b>\$ 284,778</b>	<b>\$ 702,195</b>	<b>\$ -</b>	<b>\$ 8,204,245</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 202,739</b>	<b>\$ 30,729</b>	<b>\$ 284,778</b>	<b>\$ 702,195</b>	<b>\$ 8,309,904</b>	<b>\$ 17,149,597</b>

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 10,123	\$ 25,997	\$ 26,000	99.99%
Special Assmnts- Tax Collector	2,155,814	2,788,512	3,067,021	90.92%
Special Assmnts- Discounts	(86,102)	(111,680)	(122,681)	91.03%
Other Miscellaneous Revenues	-	30	-	0.00%
Pavilion Rental	1,039	4,018	4,000	100.45%
<b>TOTAL REVENUES</b>	<b>2,080,874</b>	<b>2,706,877</b>	<b>2,974,340</b>	<b>91.01%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	1,000	3,400	19,000	17.89%
FICA Taxes	77	260	1,454	17.88%
ProfServ-Engineering	3,965	10,940	53,500	20.45%
ProfServ-Legal Services	5,185	19,733	105,000	18.79%
ProfServ-Mgmt Consulting	10,311	30,934	123,734	25.00%
ProfServ-Recording Secretary	725	2,871	11,000	26.10%
Auditing Services	2,500	2,500	7,900	31.65%
Postage and Freight	6	119	600	19.83%
Insurance - General Liability	-	56,469	42,969	131.42%
Printing and Binding	-	42	300	14.00%
Legal Advertising	820	1,635	6,500	25.15%
Misc-Assessment Collection Cost	41,394	53,537	58,840	90.99%
Misc-Credit Card Fees	41	161	750	21.47%
Misc-Contingency	-	527	1,600	32.94%
Office Supplies	-	-	25	0.00%
Annual District Filing Fee	-	175	175	100.00%
<b>Total Administration</b>	<b>66,024</b>	<b>183,303</b>	<b>433,347</b>	<b>42.30%</b>
<b>Flood Control/Stormwater Mgmt</b>				
Contracts-Lake and Wetland	9,833	29,500	118,000	25.00%
Contracts-Fountain	905	2,205	8,820	25.00%
R&M-Aquascaping	-	-	15,000	0.00%
R&M-Drainage	-	-	26,560	0.00%
R&M-Fountain	-	-	6,000	0.00%
<b>Total Flood Control/Stormwater Mgmt</b>	<b>10,738</b>	<b>31,705</b>	<b>174,380</b>	<b>18.18%</b>

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>Right of Way</b>				
Payroll-Salaries	19,736	59,036	246,443	23.96%
Payroll-Benefits	8,085	37,565	95,834	39.20%
Payroll - Overtime	3,069	7,808	17,500	44.62%
Payroll - Bonus	6,000	18,500	35,883	51.56%
FICA Taxes	3,386	9,748	31,908	30.55%
ProfServ-Landscape Architect	11,092	11,092	-	0.00%
Contracts-Police	17,126	46,508	143,000	32.52%
Contracts-Other Services	1,630	4,890	19,560	25.00%
Contracts-Landscape	46,740	139,914	557,208	25.11%
Contracts-Mulch	37,500	37,500	147,592	25.41%
Contracts-Plant Replacement	30,000	30,000	74,515	40.26%
Contracts-Road Cleaning	1,633	4,898	9,843	49.76%
Contracts-Trees & Trimming	-	30,000	-	0.00%
Contracts-Security Alarms	160	160	671	23.85%
Contracts-Pest Control	49	98	576	17.01%
Fuel, Gasoline and Oil	623	3,284	13,000	25.26%
Communication - Teleph - Field	517	1,256	5,000	25.12%
Utility - General	2,662	8,285	23,275	35.60%
Utility - Reclaimed Water	1,451	2,448	10,000	24.48%
Insurance - General Liability	-	5,513	4,912	112.24%
R&M-General	-	14,906	42,500	35.07%
R&M-Equipment	-	7,061	8,000	88.26%
R&M-Grounds	3,850	28,401	52,150	54.46%
R&M-Irrigation	8,745	21,436	40,500	52.93%
R&M-Sidewalks	-	1,242	15,616	7.95%
R&M-Signage	-	-	6,000	0.00%
R&M-Walls and Signage	992	3,074	32,500	9.46%
Holiday Decoration	-	11,964	10,000	119.64%
Misc-Taxes (Streetlights)	-	31,753	41,039	77.37%
Misc-Contingency	-	-	341,247	0.00%
Office Supplies	-	-	3,500	0.00%
Cleaning Services	550	1,685	6,600	25.53%
Op Supplies - General	-	353	5,000	7.06%
Op Supplies - Uniforms	-	-	600	0.00%
Supplies - Misc.	-	-	600	0.00%
Subscriptions and Memberships	-	4,557	5,000	91.14%
Conference and Seminars	-	-	1,000	0.00%
<b>Total Right of Way</b>	<b>205,596</b>	<b>584,935</b>	<b>2,048,572</b>	<b>28.55%</b>

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>Common Area</b>				
R&M-General	995	10,316	30,000	34.39%
R&M-Boardwalks	-	-	700	0.00%
R&M-Brick Pavers	-	-	1,200	0.00%
R&M-Grounds	-	-	1,500	0.00%
R&M-Signage	-	-	1,400	0.00%
R&M-Walls and Signage	1,398	1,398	4,000	34.95%
Internet Services	612	1,836	7,391	24.84%
Park Improvements	-	10,547	271,850	3.88%
<b>Total Common Area</b>	<b>3,005</b>	<b>24,097</b>	<b>318,041</b>	<b>7.58%</b>
<b>TOTAL EXPENDITURES</b>	<b>285,363</b>	<b>824,040</b>	<b>2,974,340</b>	<b>27.70%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	1,795,511	1,882,837	-	0.00%
Net change in fund balance	<u>\$ 1,795,511</u>	<u>\$ 1,882,837</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>4,062,399</b>	<b>4,062,399</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 5,945,236</b></u>	<u><b>\$ 4,062,399</b></u>	



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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 912	\$ 2,341	\$ 500	468.20%
Special Assmnts- Tax Collector	39,459	51,039	56,137	90.92%
Special Assmnts- Discounts	(1,576)	(2,044)	(2,245)	91.05%
<b>TOTAL REVENUES</b>	<b>38,795</b>	<b>51,336</b>	<b>54,392</b>	<b>94.38%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	758	980	1,123	87.27%
Misc-Credit Card Fees	-	-	15	0.00%
<b>Total Administration</b>	<b>758</b>	<b>980</b>	<b>1,138</b>	<b>86.12%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	242	830	3,300	25.15%
Electricity - Streetlights	547	1,786	5,500	32.47%
Insurance - General Liability	-	2,468	1,878	131.42%
R&M-General	2,102	4,384	19,700	22.25%
R&M-Gate	(962)	3,211	5,794	55.42%
Reserve - Roadways	-	-	17,082	0.00%
<b>Total Right of Way</b>	<b>1,929</b>	<b>12,679</b>	<b>53,254</b>	<b>23.81%</b>
<b>TOTAL EXPENDITURES</b>	<b>2,687</b>	<b>13,659</b>	<b>54,392</b>	<b>25.11%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	36,108	37,677	-	0.00%
Net change in fund balance	\$ 36,108	\$ 37,677	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>364,734</b>	<b>364,734</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 402,411</b>	<b>\$ 364,734</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 25	\$ 64	\$ 150	42.67%
Special Assmnts- Tax Collector	12,692	16,417	18,057	90.92%
Special Assmnts- Discounts	(507)	(658)	(722)	91.14%
<b>TOTAL REVENUES</b>	<b>12,210</b>	<b>15,823</b>	<b>17,485</b>	<b>90.49%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	244	315	361	87.26%
<b>Total Administration</b>	<b>244</b>	<b>315</b>	<b>361</b>	<b>87.26%</b>
<b>Right of Way</b>				
R&M-Streetlights	1,998	5,996	17,124	35.02%
<b>Total Right of Way</b>	<b>1,998</b>	<b>5,996</b>	<b>17,124</b>	<b>35.02%</b>
<b>TOTAL EXPENDITURES</b>	<b>2,242</b>	<b>6,311</b>	<b>17,485</b>	<b>36.09%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	9,968	9,512	-	0.00%
Net change in fund balance	\$ 9,968	\$ 9,512	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>10,053</b>	<b>10,053</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 19,565</b>	<b>\$ 10,053</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 9	\$ 25	\$ 80	31.25%
Special Assmnts- Tax Collector	6,359	8,225	9,047	90.91%
Special Assmnts- Discounts	(254)	(329)	(362)	90.88%
<b>TOTAL REVENUES</b>	<b>6,114</b>	<b>7,921</b>	<b>8,765</b>	<b>90.37%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	122	158	181	87.29%
Misc-Credit Card Fees	-	-	4	0.00%
<b>Total Administration</b>	<b>122</b>	<b>158</b>	<b>185</b>	<b>85.41%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	165	495	1,800	27.50%
Insurance - General Liability	-	4,495	3,420	131.43%
R&M-General	-	2,508	1,500	167.20%
R&M-Gate	467	1,328	1,500	88.53%
R&M-Streetlights	12	81	360	22.50%
<b>Total Right of Way</b>	<b>644</b>	<b>8,907</b>	<b>8,580</b>	<b>103.81%</b>
<b>TOTAL EXPENDITURES</b>	<b>766</b>	<b>9,065</b>	<b>8,765</b>	<b>103.42%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	5,348	(1,144)	-	0.00%
Net change in fund balance	<u>\$ 5,348</u>	<u>\$ (1,144)</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>3,825</b>	<b>3,825</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 2,681</b></u>	<u><b>\$ 3,825</b></u>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 140	\$ 357	\$ 150	238.00%
Special Assmnts- Tax Collector	3,880	5,019	5,520	90.92%
Special Assmnts- Discounts	(155)	(201)	(221)	90.95%
<b>TOTAL REVENUES</b>	<b>3,865</b>	<b>5,175</b>	<b>5,449</b>	<b>94.97%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	75	96	110	87.27%
<b>Total Administration</b>	<b>75</b>	<b>96</b>	<b>110</b>	<b>87.27%</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>75</b>	<b>96</b>	<b>5,449</b>	<b>1.76%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	3,790	5,079	-	0.00%
Net change in fund balance	\$ 3,790	\$ 5,079	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>55,754</b>	<b>55,754</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 60,833</b>	<b>\$ 55,754</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 599	\$ 1,539	\$ 700	219.86%
Special Assmnts- Tax Collector	285,624	369,450	406,350	90.92%
Special Assmnts- Discounts	(11,408)	(14,796)	(16,254)	91.03%
Other Miscellaneous Revenues	-	250	-	0.00%
Gate Bar Code/Remotes	420	776	-	0.00%
<b>TOTAL REVENUES</b>	<b>275,235</b>	<b>357,219</b>	<b>390,796</b>	<b>91.41%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	5,484	7,093	8,126	87.29%
Misc-Credit Card Fees	18	41	80	51.25%
<b>Total Administration</b>	<b>5,502</b>	<b>7,134</b>	<b>8,206</b>	<b>86.94%</b>
<b>Right of Way</b>				
Contracts-Security Services	20,837	62,891	240,977	26.10%
Contracts-Pest Control	20	60	240	25.00%
Communication - Teleph - Field	167	501	2,100	23.86%
Insurance - General Liability	-	1,673	1,273	131.42%
R&M-General	141	10,123	20,000	50.62%
R&M-Gate	-	3,649	10,000	36.49%
R&M-Streetlights	5,605	17,079	66,000	25.88%
Reserve - Roadways	-	-	42,000	0.00%
<b>Total Right of Way</b>	<b>26,770</b>	<b>95,976</b>	<b>382,590</b>	<b>25.09%</b>
<b>TOTAL EXPENDITURES</b>	<b>32,272</b>	<b>103,110</b>	<b>390,796</b>	<b>26.38%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	242,963	254,109	-	0.00%
Net change in fund balance	\$ 242,963	\$ 254,109	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>241,906</b>	<b>241,906</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 496,015</b>	<b>\$ 241,906</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 175	\$ 448	\$ 200	224.00%
Special Assmnts- Tax Collector	11,286	14,598	16,056	90.92%
Special Assmnts- Discounts	(451)	(585)	(642)	91.12%
<b>TOTAL REVENUES</b>	<b>11,010</b>	<b>14,461</b>	<b>15,614</b>	<b>92.62%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	217	280	321	87.23%
Misc-Credit Card Fees	-	-	10	0.00%
<b>Total Administration</b>	<b>217</b>	<b>280</b>	<b>331</b>	<b>84.59%</b>
<b>Right of Way</b>				
Communication - Teleph - Field	121	363	1,500	24.20%
Insurance - General Liability	-	507	386	131.35%
R&M-General	-	-	1,000	0.00%
R&M-Gate	190	190	3,792	5.01%
R&M-Streetlights	608	1,839	5,650	32.55%
Reserve - Roadways	-	-	2,955	0.00%
<b>Total Right of Way</b>	<b>919</b>	<b>2,899</b>	<b>15,283</b>	<b>18.97%</b>
<b>TOTAL EXPENDITURES</b>	<b>1,136</b>	<b>3,179</b>	<b>15,614</b>	<b>20.36%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	9,874	11,282	-	0.00%
Net change in fund balance	\$ 9,874	\$ 11,282	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>69,929</b>	<b>69,929</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 81,211</b>	<b>\$ 69,929</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 262	\$ 672	\$ -	0.00%
Special Assmnts- Tax Collector	88,795	114,855	126,326	90.92%
Special Assmnts- Discounts	(3,546)	(4,600)	(5,053)	91.04%
<b>TOTAL REVENUES</b>	<b>85,511</b>	<b>110,927</b>	<b>121,273</b>	<b>91.47%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	1,705	2,205	2,527	87.26%
<b>Total Administration</b>	<b>1,705</b>	<b>2,205</b>	<b>2,527</b>	<b>87.26%</b>
<b>Right of Way</b>				
R&M-General	-	-	2,044	0.00%
R&M-Streetlights	11,269	34,612	105,000	32.96%
Reserve - Roadways	-	-	11,702	0.00%
<b>Total Right of Way</b>	<b>11,269</b>	<b>34,612</b>	<b>118,746</b>	<b>29.15%</b>
<b>TOTAL EXPENDITURES</b>	<b>12,974</b>	<b>36,817</b>	<b>121,273</b>	<b>30.36%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	72,537	74,110	-	0.00%
Net change in fund balance	\$ 72,537	\$ 74,110	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>105,577</b>	<b>105,577</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 179,687</b>	<b>\$ 105,577</b>	

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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 61	\$ 157	\$ 90	174.44%
Special Assmnts- Tax Collector	5,467	7,072	7,778	90.92%
Special Assmnts- Discounts	(218)	(283)	(311)	91.00%
<b>TOTAL REVENUES</b>	<b>5,310</b>	<b>6,946</b>	<b>7,557</b>	<b>91.91%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	105	136	156	87.18%
<b>Total Administration</b>	<b>105</b>	<b>136</b>	<b>156</b>	<b>87.18%</b>
<b>Right of Way</b>				
R&M-Streetlights	548	1,645	4,999	32.91%
Reserve - Roadways	-	-	2,402	0.00%
<b>Total Right of Way</b>	<b>548</b>	<b>1,645</b>	<b>7,401</b>	<b>22.23%</b>
<b>TOTAL EXPENDITURES</b>	<b>653</b>	<b>1,781</b>	<b>7,557</b>	<b>23.57%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	4,657	5,165	-	0.00%
Net change in fund balance	\$ 4,657	\$ 5,165	\$ -	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>24,468</b>	<b>24,468</b>	
<b>FUND BALANCE, ENDING</b>		<b>\$ 29,633</b>	<b>\$ 24,468</b>	



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

For the Period Ending December 31, 2023

ACCOUNT DESCRIPTION	DEC-23 ACTUAL	YEAR TO DATE ACTUAL	ANNUAL ADOPTED BUDGET	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ 658	\$ 1,689	\$ 500	337.80%
Special Assmnts- Tax Collector	17,887	23,136	25,447	90.92%
Special Assmnts- Discounts	(714)	(927)	(1,018)	91.06%
<b>TOTAL REVENUES</b>	<b>17,831</b>	<b>23,898</b>	<b>24,929</b>	<b>95.86%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	343	444	509	87.23%
Misc-Credit Card Fees	-	-	10	0.00%
<b>Total Administration</b>	<b>343</b>	<b>444</b>	<b>519</b>	<b>85.55%</b>
<b>Right of Way</b>				
Insurance - General Liability	-	679	517	131.33%
R&M-General	-	-	4,543	0.00%
R&M-Drainage	-	-	2,625	0.00%
R&M-Gate	-	549	5,000	10.98%
Internet Services	117	351	1,800	19.50%
Reserve - Roadways	-	-	9,925	0.00%
<b>Total Right of Way</b>	<b>117</b>	<b>1,579</b>	<b>24,410</b>	<b>6.47%</b>
<b>TOTAL EXPENDITURES</b>	<b>460</b>	<b>2,023</b>	<b>24,929</b>	<b>8.12%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	17,371	21,875	-	0.00%
Net change in fund balance	<u>\$ 17,371</u>	<u>\$ 21,875</u>	<u>\$ -</u>	<u>0.00%</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>		<b>262,903</b>	<b>262,903</b>	
<b>FUND BALANCE, ENDING</b>		<u><b>\$ 284,778</b></u>	<u><b>\$ 262,903</b></u>	

**Westchase  
Community Development District**

**Supporting Schedules**

**December 31, 2023**

**Non-Ad Valorem Special Assessments  
(Hillsborough County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2024**

					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				\$ 3,737,739 100%	\$ 3,067,021 82.06%	\$ 56,137 1.50%	\$ 18,057 0.48%	\$ 9,047 0.24%
11/08/23	\$ 37,136	\$ 1,919	\$ 758	\$ 39,813	\$ 32,669	\$ 598	\$ 192	\$ 96
11/17/23	320,046	13,609	6,532	340,186	279,141	5,109	1,643	823
11/22/23	367,912	15,643	7,508	391,063	320,889	5,873	1,889	947
12/05/23	312,320	13,280	6,374	331,974	272,403	4,986	1,604	804
12/07/23	1,969,565	83,746	40,195	2,093,505	1,717,837	31,442	10,114	5,067
12/15/23	190,000	7,906	3,878	201,783	165,574	3,031	975	488
<b>TOTAL</b>	<b>3,196,977</b>	<b>136,103</b>	<b>65,244</b>	<b>3,398,324</b>	<b>2,788,512</b>	<b>51,039</b>	<b>16,417</b>	<b>8,225</b>
% COLLECTED				91%	91%	91%	91%	91%
<b>TOTAL O/S</b>				<b>339,416</b>	<b>278,509</b>	<b>5,098</b>	<b>1,640</b>	<b>822</b>

**WESTCHASE**  
Community Development District

**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 0.15%	\$ 406,350 10.87%	\$ 16,056 0.43%	\$ 126,326 3.38%	\$ 7,778 0.21%	\$ 25,447 0.68%
11/08/23	\$ 59	\$ 4,328	\$ 171	\$ 1,346	\$ 83	\$ 271
11/17/23	502	36,983	1,461	11,497	708	2,316
11/22/23	578	42,515	1,680	13,217	814	2,662
12/05/23	490	36,091	1,426	11,220	691	2,260
12/07/23	3,092	227,596	8,993	70,755	4,356	14,253
12/15/23	298	21,937	867	6,820	420	1,374
<b>TOTAL</b>	<b>5,019</b>	<b>369,450</b>	<b>14,598</b>	<b>114,855</b>	<b>7,072</b>	<b>23,136</b>
% COLLECTED	91%	91%	91%	91%	91%	91%
<b>TOTAL O/S</b>	<b>501</b>	<b>36,900</b>	<b>1,458</b>	<b>11,471</b>	<b>706</b>	<b>2,311</b>

# **Fifth Order of Business**

**5A**

## **FOURTH AMENDMENT TO OPTION LAND LEASE AGREEMENT**

**THIS FOURTH AMENDMENT TO OPTION AND LAND LEASE AGREEMENT** (“Fourth Amendment”), dated as of the latter of the signature dates below, is by and between Westchase Community Development District, a Florida community development district, whose address is Westchase CDD, c/o Andrew Mendenhall, 2654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, FL 33544 (“Lessor”), and Vertex Development, LLC, a Delaware limited liability company (“Vertex” or “Lessee”), whose address is 3630 W. Kennedy Blvd, Tampa, Florida 33609.

**WHEREAS**, Lessor is the fee simple title owner of the property located near Countryway Boulevard in Tampa, FL 33626, more particularly described in Exhibit “A” attached hereto (the “Property”); and

**WHEREAS**, Lessor and Vertex entered into a Land Lease Agreement dated January 5, 2021 whereby Lessor leased to Vertex certain Leased Premises, therein described, that are a portion of the Lessor’s Property, for the purpose of constructing a wireless communications facility; and is further subject to that certain unrecorded First Amendment to the Land Lease Agreement dated October 12, 2021 (collectively, the “Agreement”); and

**WHEREAS**, on December 7, 2021, Owner and Vertex entered into that certain unrecorded Second Amendment to Land Lease Agreement (the “Second Amendment”) to modify Section 17 of the Agreement and authorize Lessee’s use of the Survey for Zoning Application and Other Governmental Approvals; and

**WHEREAS**, on May 16, 2023, Owner and Vertex entered into that certain unrecorded Third Amendment to Land Lease Agreement (the “Third Amendment”) revise the description of the Leased Premises and timelines as contained in the Agreement; and

**WHEREAS**, Lessor and Vertex, in their mutual interests, desire to enter into this Fourth Amendment and amend the Agreement to revise the timelines as contained in the Agreement; and

**WHEREAS**, Owner and Vertex, in their mutual interests, desire to enter into this Fourth Amendment and amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Vertex agree as follows:

1. **RECITALS.** All of the foregoing recitals of facts are true and correct, ratified and confirmed, and are incorporated herein by this reference as a substantive part of this Fourth Amendment as if fully set forth herein.

2. **DEFINED TERMS.** All terms shall have the meanings as defined and set forth in the Agreement, unless otherwise set forth herein.

**3. EFFECT ON AGREEMENT.** Except as expressly amended hereby, the Agreement is otherwise unmodified and shall remain in full force and effect in accordance with its terms. If any term, provision, or condition of this Fourth Amendment conflicts with or is inconsistent with any term, provision, or condition of the Agreement, the then terms of this Fourth Amendment shall govern, supersede, and prevail over those of the Agreement. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

**4. OPTION TO LEASE.**

The first paragraph of Section 1(d) of the Agreement is hereby amended with the following additions [shown as underlined] and deletions [shown with strikethrough], where applicable):

(d) Government Approvals and Requirements.

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

Lessee will be required, at its own cost, to submit for all necessary building and zoning permits, licenses, and approvals from the United States, the State of Florida, Hillsborough County, and any other governing authority (the “**Government Approvals**”). Lessee shall initiate applications for all Government Approvals necessary to construct, install and operate the WCF by March 31<sup>st</sup>, 2023, and shall diligently pursue securing such Government Approvals. Government Approvals will include the application to the Federal Communications Commission (“**FCC**”) for an FCC Antenna Structure Registration. The Lessee will provide the Lessor with copies of the documents in support of the Government Approvals.

Lessee shall commence construction ~~by June 30<sup>th</sup>, 2023~~ by September 19<sup>th</sup>, 2023 and shall diligently pursue completing such construction. The construction shall be completed ~~by October 31<sup>st</sup>, 2023~~ by June 30<sup>th</sup>, 2024. ~~Lessee shall commence and complete the construction in a reasonably expeditious manner, and the duration of construction from start to finish shall not exceed Four (4) Months.~~ Prior to commencing construction, the Lessee will provide Lessor with a redacted executed copy of a lease with an FCC licensed wireless provider. If Lessee does not apply for the Government Approvals and complete the construction in accord with this subsection, the Lessor may, at its discretion, terminate this Agreement, and the Lessor may proceed with leasing the Premises to another party, or may otherwise dispose of the Premises, as it may determine.

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

**5. COUNTERPARTS.** This Fourth Amendment may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.



This Agreement shall be deemed fully executed when each party whose signature is required has signed at least one counterpart, even though a single counterpart does not contain the signatures of all the parties.

***{THIS SPACE LEFT BLANK INTENTIONALLY}***

***{SIGNATURES COMMENCE ON FOLLOWING PAGE}.***

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

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

By: \_\_\_\_\_

Name: Matthew Lewis

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print

STATE OF FLORIDA

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Matthew Lewis as Chair of the Board of Supervisors for Westchase Community Development District, which is the Lessor of the aforementioned property. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(Seal)

**Vertex Development, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Alan Ruiz

Its: Manager

Address of Vertex:

3630 W. Kennedy Blvd

Tampa, FL 33609

Date: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print

\_\_\_\_\_  
Name

\_\_\_\_\_  
Print

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Alan Ruiz as Manager of Vertex Development, LLC, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

(Seal)

# EXHIBIT A

## LEGAL DESCRIPTION OF PARENT PARCEL

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

**CERTIFIED COPY**  
 WESTCHASE UNDEVELOPED PARCEL  
 PART OF FOLIO NO. 3530.0000

PART 2 - Parcel 1

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

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

# CERTIFIED COPY

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

Containing 22.220 acres, more or less.

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